



## **ANNOTATED AGENDA**

### **Antioch City Council REGULAR MEETING**

**Including the Antioch City Council acting as Successor Agency/  
Housing Successor to the Antioch Development Agency**

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**Date: Tuesday, December 13, 2022**

**Time: 7:00 P.M. – Regular Meeting**

**Place: Council Chambers**

**200 'H' Street**

**Antioch, CA 94509**

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

***PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.***

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#### **NEW CITY COUNCIL**

**Lamar Thorpe**, Mayor

**Tamisha Torres-Walker**, Mayor Pro Tem (District 1)

**Michael Barbanica**, Council Member District 2

**Lori Ogorchock**, Council Member District 3

**Monica E. Wilson**, Council Member District 4

**Ellie Householder**, City Clerk

**Lauren Posada**, City Treasurer

**Cornelius Johnson**, 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](mailto: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 **not on the agenda**, 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.





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### **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. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. 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.

**7:14 P.M.      ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – ***Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson, and Mayor Pro Tem (District 2) Barbanica (Mayor Thorpe – Absent).***  
***Mayor Pro Tem Barbanica opened and presided over the meeting.***

### **PLEDGE OF ALLEGIANCE**

### ***CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION – No closed session***

#### **1. PROCLAMATIONS**

- In Honor of Pat Jeremy, United States Navy, Master Chief Petty Officer (E-9), Antioch's Veteran of the Year 2022-2023
- In Honor of Frank E. Ballesteros "Humbug" Week, December 12 – 16, 2022

***Approved, 4/0***

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

**7:20 P.M.      *MAYOR THORPE ARRIVED AFTER THE VOTE AND READING OF THE FIRST PROCLAMATION.***

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

- BAY MIWOK MEADOWS PARK, Ribbon Cutting Ceremony – December 14, 2022  
Trimonti Circle and San Martino Drive, near Hillcrest Avenue, Antioch

### 3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- CONTRA COSTA COUNTY LIBRARY COMMISSION
- ANTIOCH POLICE OVERSIGHT COMMISSION

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

### CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

#### MAYOR'S COMMENTS

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

#### A. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR NOVEMBER 15, 2022 **Continued, 5/0**

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

#### B. APPROVAL OF COUNCIL MEETING MINUTES FOR NOVEMBER 22, 2022 **Continued, 5/0**

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

#### C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 13, 2022 **Continued, 5/0**

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

#### D. APPROVAL OF COUNCIL WARRANTS **Approved, 5/0**

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

#### E. APPROVAL OF HOUSING SUCCESSOR WARRANTS **Approved, 5/0**

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

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

- F.** SECOND READING – LAKEVIEW CENTER PARCEL 5 REZONE (Z-22-06) *(Introduced on November 22, 2022)*

**Ord. No. 2221-C-S adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District.

- G.** SECOND READING – BUCHANAN CROSSINGS PARCEL 7 REZONE (Z-22-05) *(Introduced on November 22, 2022)*

**Ord. No. 2222-C-S adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District.

- H.** ASSEMBLY BILL (AB) 1600 DEVELOPMENT IMPACT FEE REPORT

**Received, 5/0**

Recommended Action: It is recommended that the City Council receive the Fiscal Year 2021/22 Annual Report of Development Impact Fees.

- I.** RENEWAL OF VESTING TENTATIVE SUBDIVISION MAP (VTSM) 9501 DESIGN REVIEW APPROVAL CREEKSIDE VINEYARDS AT SAND CREEK

**Reso No. 2022/216 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt the resolution approving the renewal of Vesting Tentative Subdivision Map (VTSM) 9501 Design Review Approval Creekside Vineyards at Sand Creek.

The renewal includes a previously approved Vesting Tentative Subdivision Map (VTSM 9501) and Design Review for 220 residential lots for the Creekside Vineyards project. The project was approved on March 21, 2021. Pursuant to Section 9-4.314, the applicant is requesting a one-year extension of approvals.

**CEQA:** An Environmental Impact Report (EIR) was adopted and certified on March 21, 2021.

- J.** MASTER FEE SCHEDULE UPDATE – GIS BASED MAPPING FEE

**Reso No. 2022/217 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution updating the GIS Based Mapping Fee in the Master Fee Schedule.

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

**K. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (2023-24) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

***SA Reso No. 2022/39 adopted, 5/0***

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2023 through June 2024 (ROPS 2023-24).

**L. RESOLUTION APPROVING ONE-TIME MONEY ALLOCATION**

***Reso No. 2022/218 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution allocating \$400,000 in one-time revenues towards slide structure repairs at Prewett Water Park.

**M. USE AGREEMENT WITH CONGRESSMAN DESAULNIER'S OFFICE FOR OFFICE SPACE AT THE ANTIOCH COMMUNITY CENTER**

***Reso No. 2022/219 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution approving and authorizing the City Manager to enter into a lease agreement with Congressman Desaulnier's office for office space at the Antioch Community Center for the period of January 3, 2023, through January 2, 2025, in an amount not to exceed \$1,000 per month for a total of \$24,000.

**N. CONSIDERATION OF BIDS FOR THE WAYFINDING SIGNS (P.W. 679-1)**

***Reso No. 2022/220 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution to reject all bids for this project.

**O. RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR PARK RIDGE OFFSITE IMPROVEMENTS, TRACT NO. 8846 (PW 674-8)**

***Reso No. 2022/221 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution accepting the completed improvements, authorizing the City Manager or designee to file a Notice of Completion for the project and the release of bonds for Park Ridge Offsite improvements, Tract No. 8846 (P.W. 674-8).



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

- P.** RESOLUTION ACCEPTING COMPLETED LAUREL ROAD IMPROVEMENTS AND THE RELEASE OF BONDS FOR HIDDEN GLEN UNIT 4 SUBDIVISION 8388 (P.W. 557-4)

***Reso No. 2022/222 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution accepting improvements and release of bonds for Laurel Road, Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4).

- Q.** CONSIDERATION OF BIDS FOR ROOF REPLACEMENTS AT ANTIOCH WATER PARK AND WATER TREATMENT PLANT BID NO. 770-1130-22A AWARD

***Reso No. 2022/223 adopted, 5/0***

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

- 1) Awarding the Maintenance Services agreement for Roof Replacements at Antioch Water Park and Water Treatment Plant to the lowest, responsive, and responsible bidder Solano County Roofing;
- 2) Approving an Agreement with Solano County Roofing in the amount not to exceed \$290,391.00;
- 3) Authorizing the City Manager to execute the Agreement with Solano County Roofing for the total amount not to exceed \$290,391.00; and
- 4) Authorizing the City Manager to approve the Purchase Order for \$112,830.78 with The Garland Company, Inc. for Materials under CMAS #4-01-56-006A.

- R.** RESOLUTION OF SUPPORT FOR A TRANSPORTATION DEVELOPMENT ACT GRANT FOR THE TRAFFIC CALMING IMPROVEMENTS ALONG WEST 10TH STREET

***Reso No. 2022/224 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission requesting an allocation of Transportation Development Act Article 3 Pedestrian/Bicycle project funds in the amount of \$240,000 for the West 10<sup>th</sup> Street Traffic Calming Project.

## **COUNCIL REGULAR AGENDA**

### **5. NEW CLASS SPECIFICATIONS, ASSIGNING SALARY RANGES, ASSIGNING THE CLASSIFICATIONS TO THE BARGAINING UNITS**

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

***Reso No. 2022/225 adopted,  
3/2 (Barbanica, Ogorchock)***

- 1) Adopt a Resolution Approving the New Class Specification for Public Safety Manager, Assigning a Salary Range, Assigning the Classification to the Management – Senior Bargaining Unit.

***Reso No. 2022/226 adopted,  
3/2 (Barbanica, Ogorchock)***

- 2) Adopt a Resolution Approving the New Class Specification for Community Engagement Coordinator, Assigning a Salary Range, Assigning the Classification to the Confidential Bargaining Unit.

### **6. RESOLUTION APPROVING ALLOCATION FOR THREE PART-TIME SECRETARY POSITIONS TO SUPPORT CITY COUNCIL**

***Council motioned to postpone,  
4/1 (Ogorchock)***

Recommended Action: It is recommended that the City Council adopt a resolution approving the allocation of three part-time secretaries to provide administrative support to City Council and authorizing the necessary fiscal year 2023 General Fund budget adjustment.

### **7. RESOLUTION AUTHORIZING TO ISSUE A REQUEST FOR QUALIFICATIONS FOR A PRIVATE PATROL SECURITY COMPANY TO PROVIDE PRIVATE PATROL SECURITY SERVICES ON OR NEAR DOWNTOWN/RIVERTOWN CITY-OWNED PUBLIC PARKING LOTS.**

***Reso No. 2022/227 adopted, 5/0***

Recommended Action: It is recommended that the City Council, at the conclusion of a Downtown/Rivertown Public Parking Lots Security Plan presentation, adopt a resolution to develop a comprehensive Downtown/Rivertown Public Parking Lots Security Plan and authorize the City Manager to issue a Request for Qualifications for a private patrol security services either on and/or near Downtown/Rivertown Area City-Owned public parking lots or other designated downtown areas.

## **COUNCIL REGULAR AGENDA – Continued**

8. RESOLUTION CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA COUNTY OF BALLOTS CAST IN THE GENERAL ELECTION HELD ON NOVEMBER 8, 2022

***Reso No. 2022/228 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution confirming the certified results received by the County Clerk of Contra Costa County of ballots cast in the General Election held on November 8, 2022.

**9:05 P.M. FIVE MINUTE RECESS**

**9:10 P.M. RECONVENED WITH ALL COUNCIL PRESENT**

### **OATHS OF OFFICE FOR NEWLY ELECTED COUNCIL**

- Council Member District 1 – Tamisha Torres-Walker
- Council Member District 4 – Monica E. Wilson

**9:39 P.M. ROLL CALL for New Council – *Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson, Mayor Pro Tem (District 2) Barbanica, and Mayor Thorpe***

### **MAYOR AND COUNCIL COMMUNICATIONS / COMMENTS**

9. COUNCIL REORGANIZATION – SELECTION OF MAYOR PRO TEMPORE  
***Mayor Pro Tem (District 1) Torres-Walker Selected, 5/0***

Recommended Action: It is recommended that the City Council select the mayor pro tempore.

### **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 Regular Meeting at 9:58 p.m., 5/0***



*In Honor of*

## ***PAT JEREMY***

***United States Navy, Master Chief Petty Officer (E-9)  
Antioch Veteran of the Year 2022-2023***

*WHEREAS, Pat Jeremy comes from a four-generation U.S. Navy family, spanning from WWII to current day. Growing up in Southern California, Pat excelled in school and loved engineering;*

*WHEREAS, during the Vietnam War in 1967, Pat enlisted in the Navy Nuclear Power program. After his initial 6-year enlistment serving on nuclear submarines, he re-enlisted in the Navy Reserves. After 20 years of service in submarines support, he retired in 1993 as a Master Chief Petty Officer (E-9), the highest enlisted rank besides Master Chief Petty Officer of the U.S. Navy;*

*WHEREAS, Pat moved his family to Antioch in 1987, where he and his wife, Debbie, raised 3 sons. He has been involved in the local Veteran's Community since 2017 with the Delta Veteran's Group (DVG) and is the current Vice President and Board Member;*

*WHEREAS, In 2017, Pat served as a Security Volunteer at "Stand Down on the Delta". He again volunteered for the 2019 "Stand Down on the Delta" and was the Encampment Director, then later served as Vice President and Director of "Stand Down on the Delta" in 2021. Unfortunately, due to COVID-19, the 2021 'Stand Down' was postponed to June 2022, where it became the first "Stand Up on the Delta" and was open to all veterans and the public;*

*WHEREAS, In 2020 and 2021, as Vice President of Delta Veteran's Group, Pat provided 2 days of free dental and vision care to the Antioch community, with the help of Healing California; and*

*WHEREAS, In 2022, he helped form Veterans Blvd Community Projects as a Director and is on the planning committee for the Antioch Veterans Memorial Park and Path of Heroes. He is a life member of the VFW and serves as the Antioch VFW post 6435 service officer, as well as the American Legion Post 161 and Fleet Reserve Association. Pat is also a charter member of the Antioch Rivertown Veterans Lions Club.*

***NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby salute, commend and honor PAT JEREMY for his dedication, commitment, and positive influence to our community and the Veterans in the City of Antioch.***

**DECEMBER 13, 2022**

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**LAMAR A. THORPE, Mayor**

**1 01  
12-13-22**



*In Honor of*  
**FRANK E. BALLESTEROS**  
**“HUMBUG” WEEK**  
*December 12-19, 2022*

*WHEREAS, Frank E. Ballesteros has been providing the opportunity to learn acting skills for hundreds of aspiring children and adults in Antioch for over 40 years;*

*WHEREAS, Frank has directed and mentored citizens of Antioch and has provided lifelong memories that they continue to remember and share with their families and friends;*

*WHEREAS, since 1978, he has directed and performed as “Scrooge” in his production of “Humbug” here in the City of Antioch;*

*WHEREAS, during the Christmas season, Frank E. Ballesteros has brought his production of “Humbug” to Antioch, which illustrates the meaning of Christmas and leaves those in attendance, cheerful and warm-hearted for the entire Season; and*

*WHEREAS, the 2022 production of “Humbug” will start on December 16<sup>th</sup> and run through December 24<sup>th</sup>, performing at 300 G Street in Antioch.*

*NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim the week of December 12<sup>th</sup> to 19<sup>th</sup>, 2022, as “Frank E. Ballesteros ‘Humbug’ Week”, and encourages its citizens to come out and see the production during this Holiday season.*

**DECEMBER 13, 2022**

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**LAMAR A. THORPE, Mayor**





# Bay Miwok Meadows Park

December 14, 2022  
Ribbon Cutting Ceremony

Join us at 4pm

Trimonti Cir. & San Martino Dr.

**ANTIOCH**  
CALIFORNIA  
RECREATION DEPARTMENT



The City of Antioch urges residents to become involved in their local community. One way to do so is to serve on the various Boards, Commissions, and Committees.

Any interested resident is encouraged to apply for the vacancies listed below by their corresponding deadline.

- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**
  - **Deadline: Wednesday, January 4<sup>th</sup>, 2023**
  
- **CONTRA COSTA COUNTY LIBRARY COMMISSION**
  - **Deadline: Tuesday, January 17<sup>th</sup>, 2023**
  
- **ANTIOCH POLICE OVERSIGHT COMMISSION**
  - **Deadline: Tuesday, January 17<sup>th</sup>, 2023**

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form, available at City Hall or online at <https://www.antiochca.gov/government/boards-commissions/>.

Then, e-mail it to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or print and mail/drop off in the water billing drop-off box outside City Hall at **City Clerk, 200 H Street, Antioch, CA 94509**



**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**PURPOSE:**

*The Committee's function is to review the expenditure records of the City's voter-approved Measure W one-cent sales tax effective April 1, 2019 and must report the results of their review to the City Council by April 1 each year.*

**CURRENT VACANCIES:**

- (4) Full-Term seats, expiring March 2026
- (1) Partial-Term seat, expiring March 2024

**MEETINGS:**

- At least 2 times annually,  
virtually on Zoom

**SEATS:**

- 1 Chair
- 1 Vice Chair
- 5 Committee Members

**REQUIREMENTS:**

- All members must reside in the City of Antioch

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form on the next page, or online at <https://www.antiochca.gov/government/boards-commissions/>.

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**DEADLINE: WEDNESDAY, JANUARY 4<sup>th</sup>, 2023**

**CONTRA COSTA COUNTY LIBRARY COMMISSION**

**PURPOSE:**

*The Contra Costa County Library Commission was established by the Contra Costa County Board of Supervisors in March 1991. The Commission was created to serve in an advisory capacity to the Board of Supervisors and the County Librarian.*

*For more information, go to: <https://ccclib.org/commission/>*

**CURRENT VACANCIES:**

- (1) 4-year term, expiring November 2026

**MEETINGS:**

- On the 3<sup>rd</sup> Thursday of every odd month at 7:00 p.m., virtually on Zoom

**SEATS:**

- 18 members, 1 from each city/town in County
- 5 members, 1 appointed by each member of the Board of Supervisors
- 1 member from Central Labor Council
- 4 non-voting members, 1 from each College District, East Bay Leadership Council, Office of Education, Friends Council

**REQUIREMENTS:**

- Applicants must reside in the City of Antioch

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form on the next page, or online at <https://www.antiochca.gov/government/boards-commissions/>.

Then, e-mail it to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or print and mail/drop off in the water billing drop-off box outside City Hall at City Clerk, 200 H Street, Antioch, CA 94509



**DEADLINE: TUESDAY, JANUARY 17<sup>th</sup>, 2023**

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**ANTIOCH POLICE OVERSIGHT COMMISSION**

**PURPOSE:**

*The Commission shall advise the City Council and Staff on the administration of the Antioch Police Department and public safety issues to ensure that the policies conform to national standards of constitutional policing.*

*The Commission shall promote, encourage, and facilitate community participation and oversight by reviewing and recommending policies that is sensitive to the diverse needs of residents, aiming to inform the community of its rights and responsibilities on interactions with police officers. (Ordinance 2212 C-S, passed May 24, 2022)*

**CURRENT VACANCIES:**

- (2) 1-year terms, expiring November 30, 2023
- (2) 2-year terms, expiring November 30, 2024
- (3) 3-year terms, expiring November 30, 2025

**MEETINGS:**

- Twice a month, except in July and December, when meetings occur only once.

**SEATS:**

- 4 representatives, 1 from each District
- 1 representative from Faith-based community
- 1 representative from Business community
- 1 employee or student from Antioch Unified School District

**REQUIREMENTS:**

- All members must reside in the City of Antioch
- **Not** a spouse of, or a current/former City employee / department-sworn employee / sworn police officer / sworn police officer association representative

To be considered for the vacancy position(s) listed above, please fill out and sign the “**Community Service Application**” form on the next page, or online at

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**DEADLINE: TUESDAY, JANUARY 17<sup>th</sup>, 2023**





## ORDINANCE NO. 2212-C-S

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING SECTION 5.109 TO TITLE 2 AND CHAPTER 3 TO TITLE 4 OF THE ANTIOCH MUNICIPAL CODE CREATING THE ANTIOCH POLICE OVERSIGHT COMMISSION

**WHEREAS**, the City Council directed City staff to research and make recommendations to the City Council Police Oversight Standing Committee on the potential formation of an Antioch Police Oversight Commission;

**WHEREAS**, City staff researched (1) police oversight commissions and boards in general law and charter cities; (2) the differences between citizen police oversight commissions in general law cities and charter cities; and (3) solutions that can be achieved under each type of government within state and local laws and policies; and

**WHEREAS**, City staff recommends the formation of the Antioch Police Oversight Commission to increase transparency, enhance accountability, foster trust, and strengthen police-community relations in the City.

The City Council of the City of Antioch, California, hereby ordains as follows:

#### **SECTION 1. Recitals.**

The above recitals are incorporated as though set forth in this section.

#### **SECTION 2. Adoption.**

Section 2-5.109 is hereby added to the Antioch Municipal Code to read as follows:

#### **§ 2-5.109 ANTIOCH POLICE OVERSIGHT COMMISSION.**

The Antioch Police Oversight Commission ("Police Commission") consists of seven members. The Police Commission has the duties as specified in Chapter 3 of Title 4 of this code.

#### **SECTION 3. Adoption.**

Chapter 3 is hereby added to Title 4 of the Antioch Municipal Code to read as follows:

##### **Sections**

|         |  |
|---------|--|
| 4-3.101 | CREATED.                                 |
| 4-3.102 | PURPOSE.                                 |
| 4-3.103 | MEMBERSHIP AND APPOINTMENT.              |
| 4-3.104 | TERMS OF OFFICE AND REMOVAL FROM OFFICE. |
| 4-3.105 | OFFICERS.                                |
| 4-3.106 | MEETINGS.                                |
| 4-3.107 | NO COMPENSATION.                         |

- 4-3.108 BUDGET.
- 4-3.109 TRAINING.
- 4-3.110 POWERS AND DUTIES.
- 4-3.111 PUBLIC REPORTS.
- 4-3.112 REQUIREMENT OF COOPERATION BY THE ANTIOCH POLICE DEPARTMENT AND ALL OTHER CITY EMPLOYEES AND OFFICIALS WITH THE POLICE COMMISSION.

#### **§ 4-3.101 CREATED.**

There is hereby created an Antioch Police Oversight Commission (hereinafter referred to as the "Police Commission").

#### **§ 4-3.102 PURPOSE.**

The purpose of the Police Commission is to advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on matters of public safety within the City of Antioch to ensure that the Antioch Police Department's policies, practices, and customs conform to national standards of constitutional policing.

The Police Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.

The Police Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of the City, recognizing that policing the City of Antioch is a shared responsibility.

The Police Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

#### **§ 4-3.103 MEMBERSHIP AND APPOINTMENT.**

(A) The Police Commission shall consist of seven (7) voting members appointed by the Mayor and confirmed by the City Council.

(B) All voting members of the Police Commission shall be residents of the City of Antioch.

(C) The Mayor and the City Council shall strive to appoint and confirm at least:

(a) one (1) representative from each of the four (4) councilmember voting districts of the City;



- (b) one (1) representative of the Antioch faith-based community;
- (c) one (1) representative of the Antioch business community; and
- (d) one (1) employee or student of the Antioch Unified School District.

(D) No one shall be excluded from the Police Commission because he or she has a criminal record.

(E) The following shall not be eligible to serve as a Police Commissioner:

- (a) current sworn police officer or his/her spouse;
- (b) current City employee or his/her spouse;
- (c) former Department sworn employee or his/her spouse; or
- (d) current or former employee, official, or representative of an employee association representing sworn police officers or his/her spouse.

(F) Commissioners shall not be issued and shall not display, wear, or carry badges that so resemble a peace officer's badge that an ordinary reasonable person would believe that Commissioners have the authority of a peace officer.

#### **§ 4-3.104 TERMS OF OFFICE AND REMOVAL FROM OFFICE.**

(A) The terms of office for all members of the Police Commission shall be three years, but the terms of not more than three (3) members shall expire in any one year. Therefore, when the initial seven (7) members are selected, two (2) commissioners shall be appointed to serve an initial one-year term, two (2) commissioners shall be appointed to serve an initial two-year term, and the remaining three (3) shall serve an initial three-year term. No members shall serve for more than two consecutive full terms. For this purpose, the initial one-year and two-year terms in this paragraph shall be considered full terms. The expiration date of all terms shall be November 31, but each member shall serve until his or her successor is duly appointed and qualified.

(B) A member may resign before the expiration of his or her term with written notification to the chairperson of the Police Commission and the Mayor.

(C) Members of the Police Commission shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.

(D) The Police Commission may recommend to the City Council that a member be removed for reasons including but not limited to:

- (a) misuse of position as a Police Commission member;

- (b) misuse of police-issued documents;
- (c) misconduct that impedes the member's ability to serve as an effective and impartial Police Commission member;
- (d) unexcused absences from at least three meetings in a one-year span of time;
- (e) violation of the Code of Ethics of the National Association for Civilian Oversight of Law Enforcement (NACOLE); or
- (f) conflict of interest.

(E) Upon receipt of notification of resignation or a Council vote of removal, the position shall be considered vacant and eligible for the Mayor to nominate a replacement commissioner for appointment with confirmation by the City Council. The replacement commissioner shall serve for the remainder of the term and be eligible for reappointment for one additional term.

#### **§ 4-3.105 OFFICERS.**

During January of each year, the Police Commission shall elect one of its members as chairperson and one as vice-chairperson who shall each hold office for one (1) year or until their respective successors are elected. After all Police Commission members have been appointed and confirmed, officers shall be elected no later than the second meeting of the Police Commission. No officer shall be eligible to serve more than two consecutive terms in the same office.

#### **§ 4-3.106 MEETINGS.**

(A) The Police Commission shall hold its first meeting within thirty days after all of its members have been appointed and confirmed. At the first meeting, the Police Commission shall set the time and date of regularly scheduled meetings, which shall occur at least twice each month, except during the months of July and December when regular meetings shall occur once per month. Regular meetings of the Police Commission shall be held at Antioch City Hall except for meetings held under section 4-3.060(B). The Police Commission shall notify the public of the time and place of its meetings and provide time for public comment at each meeting in compliance with the Brown Act.

(B) At least two meetings of the Police Commission each year shall be held at locations within the City of Antioch other than City Hall for the purpose increasing community engagement with the Police Commission. The Police Commission shall make a good faith effort to hold these meetings at public schools, youth centers, or community-based organizations within the City of Antioch.



(C) All Police Commission meetings are subject to the Brown Act.

(D) In the interest of upholding and modeling a positive relationship between the citizens of Antioch and the Antioch Police Department, the Antioch Chief of Police, or his or her designee, shall attend the beginning of all public meetings of the Police Commission and, as the first order of new business, be placed on the agenda to comment or report on any matters under consideration by the Police Commission.

#### **§ 4-3.107 NO COMPENSATION.**

Members of the Police Commission shall serve without compensation. However, the City Council may authorize the reimbursement of reasonable expenses incurred by the members in the performance of their duties.

#### **§ 4-3.108 BUDGET.**

The City shall provide the Police Commission with funding for general operating expenses, training, and continuing education for all Police Commissioners.

#### **§ 4-3.109 TRAINING.**

The City shall provide appropriate funding for introductory training of new Police Commission members as well as continuing education for all members. Training shall cover all of the following, but not be limited to:

- (A) The ordinance establishing the Police Commission;
- (B) National standards of constitutional policing;
- (C) Department operations, policies, procedures, practices, and programs;
- (D) Laws governing local public records and public meetings, confidentiality, police officer rights, arrestee rights, and excessive force; and
- (E) Police policies, practices, and procedures around stops, arrests, use of force, detention, large-scale protests, and marginalized communities.

#### **§ 4-3.110 POWERS AND DUTIES.**

To effectuate its purpose, the Police Commission shall, in compliance with the California Public Records Act (Gov. Code, §§ 6250 et seq.), Penal Code Sections 832.7 and 832.8; California Public Safety Officers Procedural Bill of Rights Act (Gov. Code, §§ 3300 et seq.), Government Code section 38630, Government Code section 37104, Penal Code section 832.7, and all other applicable state and federal law:



(A) Propose changes, at its discretion or upon receiving direction from the City Council, including modifications to the Police Department's proposed changes, to any policies or procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques on civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law. All such proposed changes and modifications shall be submitted to the City Council for approval or rejection.

(B) Recommend City Council approval or rejection of the Police Department's proposed changes to all policies and procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques with civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law.

(a) If the Police Commission recommends rejection of the proposed policy, the Police Department's proposed changes, notice of the Commission's rejection, and the reasons for rejection, together with the Police Department's proposed changes, shall be submitted to the City Council for review.

(b) If the Police Commission recommends approval of the Police Department's policy, the Police Department's proposed changes will proceed directly to the City Council for review.

(c) If the Police Commission does not approve or reject the Police Department's proposed changes within sixty (60) days of the Police Department's submission of the proposed changes to the Police Commission, the Police Department's proposed changes will proceed directly to the City Council for review.

(C) Review and comment on, at its discretion, any other policies, procedures, customs, and general orders of the Police Department. All such comments shall be submitted to the Chief of Police, the City Manager, and the City Attorney. The Chief of Police shall provide a written response to the Police Commission upon request.

(D) Review the City Council's proposed budget advise whether budgetary allocations for the Police Department are aligned with the Police Department's policies and procedures. The Police Commission shall conduct at least one public hearing on the Police Department budget per budget cycle and shall forward to the City Council any recommendations for change.

(E) Require the Chief of Police to submit an annual report to the Police Commission regarding such matters as the Police Commission shall require.

(F) Report at least once a year to the Mayor, the City Council, and to the public to the extent permissible by law, the information contained in the Chief's report in addition to such other matters as are relevant to the functions and duties of the Police Commission.

(G) Receive reports from the Police Department on publicly disclosable information concerning the status of civilian complaints. Develop a program for the mediation of civilian complaints, in coordination with the Chief of Police, the City Manager, and the City Attorney.

(H) Study, develop, and recommend community policing and alternative crime-prevention policies and strategies to the Chief of Police, City Manager, City Attorney, and City Council; assess and make recommendations regarding the role of social services in public safety, including but not limited to those related to mental health, alcohol and substance abuse, homelessness, juvenile justice, and education.

(I) Develop and recommend, in conjunction with the Chief of Police and the City Manager, educational programs regarding policing in Antioch and community outreach events, such as town hall meetings, forums to communicate information about neighborhood watch programs, and events designed to encourage safety and emergency preparedness.

(J) Request and review data from public records of the Antioch Police Department as needed to effectuate the Police Commission's powers and duties including data regarding police use of force; demographics of individuals stopped, searched, or arrested; demographics of Antioch Police Department officers and staff; and officer training and qualifications.

#### **§ 4-3.111 PUBLIC REPORTS.**

(A) The Police Commission shall draft and issue public reports regarding the issues described in section 4-3.100. An annual report may be in the form of an update from a previous year's report. The Police Commission may issue additional public reports as it deems appropriate.

(B) The Police Commission shall provide annual public reports to City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates relevant to the mission of the Police Commission.

(C) All public reports shall omit or redact any confidential or privileged information as defined by State law.

#### **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 authorizes the City Council to create an Antioch Police



Oversight Commission 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.

**SECTION 5. 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.

\* \* \* \* \*

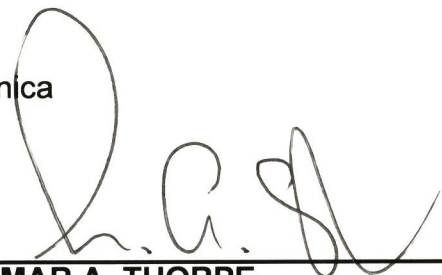
**I HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the 10th day of May, 2022 and passed and adopted at a regular meeting thereof held on the 24th day of May, 2022, by the following vote:

**AYES:** Council Members District 1 Torres-Walker, District 4 Wilson, and Mayor Thorpe

**NOES:** Council Member District 3 Ogorchock

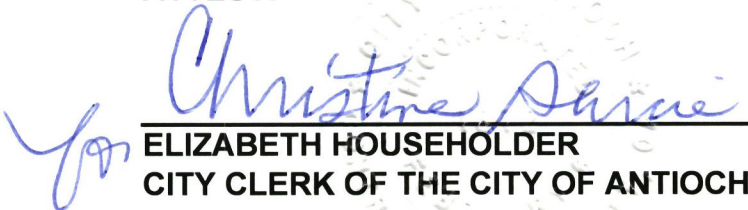
**ABSTAIN:** None

**ABSENT:** Mayor Pro Tem (District 2) Barbanica



**LAMAR A. THORPE**  
**MAYOR OF THE CITY OF ANTIOCH**

**ATTEST:**



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



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Ellie Householder, MPP, City Clerk  
Christina Garcia, CMC, Deputy City Clerk *Cg*

**SUBJECT:** City Council Special Meeting Minutes of November 15, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Council Special Meeting Minutes of November 15, 2022, to the next meeting.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Ellie Householder, MPP, City Clerk  
Christina Garcia, CMC, Deputy City Clerk *Cg*

**SUBJECT:** City Council Meeting Minutes of November 22, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Council Meeting Minutes of November 22, 2022, to the next meeting.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Ellie Householder, MPP, City Clerk  
Christina Garcia, CMC, Deputy City Clerk *Cg*

**SUBJECT:** City Council Special Meeting Minutes of December 13, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Council Special Meeting Minutes of December 13, 2022, to the next meeting.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.





CLAIMS BY FUND REPORT FOR THE PERIOD OF  
NOV. 11 - NOV. 30, 2022  
FUND/CHECK #

**100 General Fund**  
**Non Departmental**

|          |                                       |                     |           |
|----------|---------------------------------------|---------------------|-----------|
| 00403793 | SIDRIAN, MICHELLE                     | DEPOSIT REFUND      | 18,088.75 |
| 00403833 | CONTRA COSTA COUNTY                   | 2021 MAPPING FEES   | 46,800.00 |
| 00403836 | COURT ORDERED DEBT COLLECTIONS        | PAYROLL             | 40.00     |
| 00403840 | DIAMOND HILLS SPORT CLUB              | PAYROLL             | 80.00     |
| 00403848 | IN SHAPE HEALTH CLUBS                 | PAYROLL             | 368.99    |
| 00403853 | LIFE INSURANCE COMPANY                | PAYROLL             | 4,452.69  |
| 00403859 | MUNICIPAL POOLING AUTHORITY           | PAYROLL             | 2,134.53  |
| 00403860 | MUNICIPAL POOLING AUTHORITY           | PAYROLL             | 1,045.15  |
| 00403865 | OPERATING ENGINEERS LOCAL NO 3        | PAYROLL             | 3,685.00  |
| 00403867 | PARS                                  | PAYROLL             | 4,297.96  |
| 00403871 | RANEY PLANNING & MANAGEMENT INC       | CONSULTING SERVICES | 17,860.00 |
| 00403878 | STATE OF CALIFORNIA                   | PAYROLL             | 75.00     |
| 00403879 | STATE OF CALIFORNIA                   | PAYROLL             | 50.00     |
| 00403880 | STATE OF CALIFORNIA                   | PAYROLL             | 184.54    |
| 00403888 | US DEPARTMENT OF THE TREASURY         | PAYROLL             | 392.51    |
| 00944041 | ANTIOCH PD SWORN MGMT ASSOC           | PAYROLL             | 660.00    |
| 00944042 | ANTIOCH POLICE OFFICERS ASSOCIATION   | PAYROLL             | 21,207.12 |
| 00944043 | ANTIOCH PUBLIC WORKS EMPLOYEE'S ASSOC | PAYROLL             | 2,030.00  |
| 00944052 | NATIONWIDE RETIREMENT SOLUTIONS       | PAYROLL             | 41,191.05 |
| 00944056 | VANTAGEPOINT TRANSFER AGENTS 301362   | PAYROLL             | 8,460.63  |
| 00944057 | NATIONWIDE RETIREMENT SOLUTION        | PAYROLL             | 30,372.87 |

**City Attorney**

|          |                                      |                |           |
|----------|--------------------------------------|----------------|-----------|
| 00403821 | ATKINSON ANDELSON LOYA RUUD AND ROMO | LEGAL SERVICES | 7,276.50  |
| 00403824 | BEST BEST AND KRIEGER LLP            | LEGAL SERVICES | 13,926.92 |
| 00403849 | JACKSON LEWIS PC                     | LEGAL SERVICES | 231.00    |
| 00403851 | LAW OFFICE OF RUTHANN G ZIEGLER      | LEGAL SERVICES | 6,462.50  |
| 00403855 | LOZANO SMITH LLP                     | LEGAL SERVICES | 2,892.50  |
| 00403857 | MEYERS NAVE A PROFESSIONAL CORP      | LEGAL SERVICES | 61,513.81 |
| 00403876 | SACKS RICKETTS AND CASE LLP          | LEGAL SERVICES | 4,952.50  |
| 00944046 | CANON FINANCIAL SERVICES             | COPIER LEASE   | 14.18     |

**City Manager**

|          |                              |                       |          |
|----------|------------------------------|-----------------------|----------|
| 00403779 | PHOTOGRAPHY BY TISH          | PROFESSIONAL SERVICES | 590.00   |
| 00403807 | VOLER STRATEGIC ADVISORS INC | CONSULTING SERVICES   | 8,000.00 |
| 00403815 | AMBIUS                       | PROFESSIONAL SERVICES | 322.24   |
| 00944046 | CANON FINANCIAL SERVICES     | COPIER LEASE          | 14.17    |

**City Clerk**

|          |                                |                       |           |
|----------|--------------------------------|-----------------------|-----------|
| 00403745 | ECS IMAGING INC                | PROFESSIONAL SERVICES | 19,965.70 |
| 00403746 | EIDEN, KITTY J                 | PROFESSIONAL SERVICES | 1,825.00  |
| 00944044 | BAY AREA NEWS GROUP - EAST BAY | LEGAL AD              | 351.00    |

**Human Resources**

|          |                                    |                  |        |
|----------|------------------------------------|------------------|--------|
| 00403761 | LANGUAGE TESTING INTERNATIONAL INC | TESTING SERVICES | 145.00 |
| 00403771 | OFFICE DEPOT INC                   | SUPPLIES         | 68.79  |



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
NOV. 11 - NOV. 30, 2022  
FUND/CHECK #

|   |                       |           |
|---|-----------------------|-----------|
| 00403778 PETERSON, SAMANTHA GENOVEVA          | EXPENSE REIMBURSEMENT | 39.21     |
| <b>Economic Development</b>                   |                       |           |
| 00403770 NORTHWEST MEDIA PARTNERS LLC         | DIGITAL ADVERTISING   | 8,918.56  |
| 00403801 TEAMCALIFORNIA ECONOMIC DEVELOPMENT  | SPONSORSHIP           | 2,500.00  |
| 00944046 CANON FINANCIAL SERVICES             | COPIER LEASE          | 14.18     |
| <b>Finance Accounting</b>                     |                       |           |
| 00403787 RICHARDSON, SHELLEY RENEE            | EXPENSE REIMBURSEMENT | 245.60    |
| 00944035 RAY MORGAN COMPANY                   | SUPPLIES              | 1,646.25  |
| 00944040 SUPERION LLC                         | PROFESSIONAL SERVICES | 19,768.13 |
| <b>Finance Operations</b>                     |                       |           |
| 00403706 AMAZON CAPITAL SERVICES INC          | SUPPLIES              | 13.73     |
| 00403729 CHAUDHARY, RASHILA PRANAV            | EXPENSE REIMBURSEMENT | 533.16    |
| <b>Non Departmental</b>                       |                       |           |
| 00403718 BARTEL ASSOCIATES LLC                | CONSULTING SERVICES   | 2,300.00  |
| 00944030 AVENU                                | PROFESSIONAL SERVICES | 1,000.00  |
| <b>Public Works Street Maintenance</b>        |                       |           |
| 00403706 AMAZON CAPITAL SERVICES INC          | SUPPLIES              | 103.10    |
| 00403708 ANTIOCH ACE HARDWARE                 | SUPPLIES              | 209.28    |
| 00403709 ANTIOCH BUILDING MATERIALS           | SUPPLIES              | 2,386.02  |
| 00403723 C AND J FAVALORA TRUCKING INC        | TRUCKING SERVICE      | 4,590.00  |
| 00403744 DELTA GRINDING CO INC                | GRINDER RENTAL        | 3,950.00  |
| 00403766 LOWES COMPANIES INC                  | SUPPLIES              | 836.25    |
| 00403776 PACIFIC NORTHWEST OIL                | SUPPLIES              | 698.22    |
| 00403782 PRINT CLUB                           | SIGNAGE               | 523.88    |
| 00403791 SHERWIN WILLIAMS CO                  | SUPPLIES              | 189.65    |
| 00403800 TAPCO                                | SIGNAGE               | 351.81    |
| 00403811 ZUMAR INDUSTRIES INC                 | SUPPLIES              | 3,499.60  |
| 00403823 BAY AREA BARRICADE                   | SUPPLIES              | 1,108.26  |
| 00403842 EAST BAY WELDING SUPPLY              | CHEMICALS             | 15.95     |
| 00403864 OFFICE DEPOT INC                     | SUPPLIES              | 128.86    |
| 00403882 SUBURBAN PROPANE                     | SUPPLIES              | 887.89    |
| 00944038 SITEONE LANDSCAPE SUPPLY HOLDING LLC | SUPPLIES              | 91.62     |
| 00944053 RED WING SHOE STORE                  | SAFETY SHOES          | 600.00    |
| <b>Public Works-Signal/Street Lights</b>      |                       |           |
| 00403743 DC ELECTRIC GROUP INC                | PROFESSIONAL SERVICES | 10,102.01 |
| 00403775 PACIFIC GAS AND ELECTRIC CO          | ELECTRIC              | 1,668.27  |
| <b>Public Works-Facilities Maintenance</b>    |                       |           |
| 00403766 LOWES COMPANIES INC                  | SUPPLIES              | 856.20    |
| 00403775 PACIFIC GAS AND ELECTRIC CO          | GAS                   | 1,656.50  |
| 00403816 AMERICAN PLUMBING INC                | PROFESSIONAL SERVICES | 295.00    |
| 00403868 PEPPER INVESTMENTS INC               | PEST CONTROL          | 125.00    |
| 00403874 RICKIES ROOF REPAIR                  | PROFESSIONAL SERVICES | 840.00    |
| 00403875 ROBINS LOCK AND KEY                  | LOCK SMITH SERVICES   | 159.78    |
| 00944033 GRAINGER INC                         | SUPPLIES              | 108.14    |



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
NOV. 11 - NOV. 30, 2022  
FUND/CHECK #

|   |   |                           |            |
|---|---|---------------------------|------------|
| 00944053                                | RED WING SHOE STORE                     | SAFETY SHOES              | 300.00     |
| <b>Public Works-Parks Maint</b>         |   |                           |            |
| 00403775                                | PACIFIC GAS AND ELECTRIC CO             | ELECTRIC                  | 49.66      |
| 00403809                                | WATERSAVERS IRRIGATION                  | SUPPLIES                  | 513.76     |
| 00403875                                | ROBINS LOCK AND KEY                     | LOCK SMITH SERVICES       | 847.85     |
| 00403881                                | STEWARTS TREE SERVICE INC               | TREE SERVICE              | 4,812.50   |
| 00403890                                | WATERSAVERS IRRIGATION                  | SUPPLIES                  | 241.94     |
| <b>Public Works-Median/General Land</b> |   |                           |            |
| 00403747                                | EVERDE GROWERS                          | LANDSCAPE SUPPLIES        | 6,072.26   |
| 00403766                                | LOWES COMPANIES INC                     | SUPPLIES                  | 516.25     |
| 00403784                                | RECOLOGY BLOSSOM VALLEY ORGANICS        | SUPPLIES                  | 2,359.63   |
| 00403802                                | TERRACARE ASSOCIATES                    | LANDSCAPE SERVICES        | 22,237.36  |
| 00403809                                | WATERSAVERS IRRIGATION                  | SUPPLIES                  | 12,670.08  |
| 00403818                                | ANTIOCH ACE HARDWARE                    | SUPPLIES                  | 49.38      |
| 00403884                                | TERRACARE ASSOCIATES                    | LANDSCAPE SERVICES        | 900.00     |
| 00403890                                | WATERSAVERS IRRIGATION                  | SUPPLIES                  | 710.41     |
| 00944055                                | SITEONE LANDSCAPE SUPPLY HOLDING LLC    | SUPPLIES                  | 411.88     |
| <b>Police Administration</b>            |   |                           |            |
| 00403703                                | ADAMSON POLICE PRODUCTS                 | UNIFORMS                  | 1,097.94   |
| 00403710                                | ARROWHEAD 24 HOUR TOWING INC            | TOW SERVICE               | 512.50     |
| 00403711                                | AXON ENTERPRISE INC                     | SUPPLIES                  | 251,423.43 |
| 00403713                                | BANK OF AMERICA                         | VARIOUS BUSINESS EXPENSES | 1,758.00   |
| 00403714                                | BANK OF AMERICA                         | VARIOUS BUSINESS EXPENSES | 1,761.69   |
| 00403716                                | BANK OF AMERICA                         | VARIOUS BUSINESS EXPENSES | 2,876.80   |
| 00403717                                | BANK OF AMERICA                         | VARIOUS BUSINESS EXPENSES | 5,914.90   |
| 00403728                                | CHAPLIN AND HILL INVESTIGATIVE SERVICES | PROFESSIONAL SERVICES     | 1,455.00   |
| 00403766                                | LOWES COMPANIES INC                     | SUPPLIES                  | 62.43      |
| 00403769                                | NET TRANSCRIPTS                         | TRANSCRIPTION SERVICES    | 110.02     |
| 00403771                                | OFFICE DEPOT INC                        | SUPPLIES                  | 865.36     |
| 00403783                                | PUBLIC SAFETY FAMILY COUNSELING GROUP   | ANNUAL SERVICE CONTRACT   | 75,000.00  |
| 00403792                                | SHRED IT INC                            | SHRED SERVICES            | 775.70     |
| 00403812                                | ADAMSON POLICE PRODUCTS                 | SUPPLIES                  | 4,420.50   |
| 00403822                                | BAGEL STREET CAFE                       | SUPPLIES                  | 221.37     |
| 00403826                                | CALIFORNIA POLICE CHIEFS ASSOC          | BUSINESS EXPENSE          | 40.00      |
| 00403827                                | CCC POLICE CHIEFS ASSOCIATION           | TRAINING                  | 2,025.00   |
| 00403832                                | CONCORD UNIFORMS LLC                    | UNIFORMS                  | 82.26      |
| 00403837                                | CRYSTAL CLEAR LOGOS INC                 | UNIFORMS                  | 49.17      |
| 00403850                                | KREINS CONSULTING                       | CONSULTING SERVICES       | 20,000.00  |
| 00403863                                | NORTHERN CALIFORNIA REGIONAL PUBLIC     | TRAINING                  | 700.00     |
| 00403869                                | POLICE EXECUTIVE RESEARCH FORUM         | TRAINING                  | 9,700.00   |
| 00403872                                | REACH PROJECT INC                       | OCTOBER 2022 SERVICES     | 17,083.00  |
| 00403877                                | STAND WATCH KNIVES LLC                  | SUPPLIES                  | 600.00     |
| 00944035                                | RAY MORGAN COMPANY                      | PROFESSIONAL SERVICES     | 117.21     |
| 00944050                                | IMAGE SALES INC                         | ID CARDS                  | 75.53      |



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|   |                           |           |
|---|---------------------------|-----------|
| 00944051 MOBILE MINI LLC                            | EVIDENCE STORAGE          | 360.02    |
| <b>Police Community Policing</b>                    |                           |           |
| 00403714 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 535.00    |
| 00403725 CANINE DEVELOPMENT GROUP INC               | K9 TRAINING RECORDS       | 140.00    |
| 00403740 D TAC K9 LLC                               | K9 TRAINING               | 6,500.00  |
| 00403795 SP PLUS CORPORATION                        | PARKING SERVICES          | 21,210.00 |
| <b>Police Investigations</b>                        |                           |           |
| 00403713 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 490.19    |
| 00403714 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 106.00    |
| 00403771 OFFICE DEPOT INC                           | SUPPLIES                  | 88.89     |
| 00403883 T MOBILE USA INC                           | CELL ANALYSIS             | 200.00    |
| <b>Police Communications</b>                        |                           |           |
| 00403732 COMCAST                                    | CABLE                     | 145.63    |
| 00403749 GLOBALSTAR USA                             | SATELLITE PHONE           | 270.24    |
| 00403777 PACIFIC TELEMAGEMENT SERVICES              | PAYPHONE                  | 78.00     |
| 00403830 COMCAST                                    | INTERNET SERVICES         | 161.80    |
| <b>Police Facilities Maintenance</b>                |                           |           |
| 00403713 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 240.10    |
| <b>Youth Network Services</b>                       |                           |           |
| 00403715 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 337.76    |
| 00403724 CABRAL, MONSERRAT                          | EXPENSE REIMBURSEMENT     | 143.11    |
| 00403786 RFY DANCE AND ACADEMIC ACADEMY             | PROFESSIONAL SERVICES     | 3,960.00  |
| <b>Housing and Homelessness</b>                     |                           |           |
| 00403706 AMAZON CAPITAL SERVICES INC                | SUPPLIES                  | 438.80    |
| 00403715 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 400.51    |
| 00403737 CONTRA COSTA HEALTH SERVICES               | DELTA LANDING Q3 PAYMENT  | 71,760.00 |
| <b>Administrative Support</b>                       |                           |           |
| 00403706 AMAZON CAPITAL SERVICES INC                | SUPPLIES                  | 1,335.62  |
| 00403715 BANK OF AMERICA                            | VARIOUS BUSINESS EXPENSES | 183.80    |
| <b>Community Development Land Planning Services</b> |                           |           |
| 00403780 PLACEWORKS INC                             | CONSULTING SERVICES       | 1,556.25  |
| 00944044 BAY AREA NEWS GROUP - EAST BAY             | LEGAL AD                  | 1,323.90  |
| <b>CD Code Enforcement</b>                          |                           |           |
| 00403741 DATA TICKET INC                            | CONSULTING SERVICES       | 252.00    |
| 00944035 RAY MORGAN COMPANY                         | COPIER USAGE              | 1,303.07  |
| <b>PW Engineer Land Development</b>                 |                           |           |
| 00403864 OFFICE DEPOT INC                           | SUPPLIES                  | 55.76     |
| <b>Community Development Building Inspection</b>    |                           |           |
| 00403735 CONTRA COSTA FIRE EQUIPMENT                | FIRE EXTINGUISHER SERVICE | 478.80    |
| <b>Capital Imp. Administration</b>                  |                           |           |
| 00403720 BELLECCI AND ASSOCIATES INC                | PROFESSIONAL SERVICES     | 12,832.94 |
| <b>206 American Rescue Plan Fund</b>                |                           |           |
| <b>Administrative Support</b>                       |                           |           |
| 00403757 INDIGO HAMMOND & PLAYLE ARCHITECTS LLP     | PROFESSIONAL SERVICES     | 3,916.62  |



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**212 CDBG Fund**

**CDBG**

|          |  |               |           |
|----------|--|---------------|-----------|
| 00403734 | CONTRA COSTA FAMILY JUSTICE ALLIANCE   | CDBG SERVICES | 1,031.53  |
| 00403738 | CONTRA COSTA SENIOR LEGAL SERVICES     | CDBG SERVICES | 3,012.88  |
| 00403739 | COURT APPOINTED SPECIAL ADVOCATES      | CDBG SERVICES | 4,765.44  |
| 00403763 | LIONS CENTER FOR THE VISUALLY IMPAIRED | CDBG SERVICES | 2,425.00  |
| 00403772 | OPPORTUNITY JUNCTION                   | CDBG SERVICES | 15,000.32 |
| 00944044 | BAY AREA NEWS GROUP - EAST BAY         | LEGAL AD      | 304.20    |

**CDBG-CV**

|          |             |               |           |
|----------|-------------|---------------|-----------|
| 00403790 | SHELTER INC | CDBG SERVICES | 26,868.50 |
|----------|-------------|---------------|-----------|

**213 Gas Tax Fund**

**Streets**

|          |                             |          |        |
|----------|-----------------------------|----------|--------|
| 00403775 | PACIFIC GAS AND ELECTRIC CO | ELECTRIC | 975.63 |
|----------|-----------------------------|----------|--------|

**214 Animal Services Fund**

**Animal Services**

|          |                               |                           |          |
|----------|-------------------------------|---------------------------|----------|
| 00403712 | BANK OF AMERICA               | VARIOUS BUSINESS EXPENSES | 777.28   |
| 00403713 | BANK OF AMERICA               | VARIOUS BUSINESS EXPENSES | 245.30   |
| 00403727 | CHAMELEON SOFTWARE PRODUCTS   | SUPPLIES                  | 1,360.90 |
| 00403742 | DATAMARS PETLINK              | SUPPLIES                  | 2,394.91 |
| 00403752 | HILLS PET NUTRITION           | SUPPLIES                  | 769.67   |
| 00403768 | MWI VETERINARY SUPPLY CO      | SUPPLIES                  | 1,853.70 |
| 00403771 | OFFICE DEPOT INC              | SUPPLIES                  | 28.96    |
| 00403804 | TONY LA RUSSA'S ANIMAL RESCUE | VETERINARY SERVICES       | 872.50   |
| 00403806 | VICTOR MEDICAL COMPANY        | SUPPLIES                  | 2,082.50 |
| 00403813 | AIRGAS USA LLC                | CHEMICALS                 | 80.88    |
| 00403841 | EAST BAY VETERINARY EMERGENCY | VETERINARY SERVICES       | 8,088.70 |
| 00403847 | HILLS PET NUTRITION           | SUPPLIES                  | 440.09   |
| 00403861 | MWI VETERINARY SUPPLY CO      | SUPPLIES                  | 955.85   |
| 00403892 | ZOETIS LLC                    | SUPPLIES                  | 1,016.06 |
| 00944051 | MOBILE MINI LLC               | STORAGE                   | 161.53   |

**216 Park-In-Lieu Fund**

**Parks & Open Space**

|          |                                 |                       |          |
|----------|---------------------------------|-----------------------|----------|
| 00403789 | ROYSTON HANAMOTO ALLEY AND ABEY | PROFESSIONAL SERVICES | 5,565.00 |
|----------|---------------------------------|-----------------------|----------|

**219 Recreation Fund**

**Non Departmental**

|          |                                    |                |        |
|----------|------------------------------------|----------------|--------|
| 00403785 | REECE, JOHNNA                      | DEPOSIT REFUND | 245.50 |
| 00403835 | COUNTY CONNECTION EVENTS COMMITTEE | DEPOSIT REFUND | 500.00 |

**Nick Rodriguez Community Cent**

|          |                             |          |          |
|----------|-----------------------------|----------|----------|
| 00403706 | AMAZON CAPITAL SERVICES INC | SUPPLIES | 1,030.65 |
|----------|-----------------------------|----------|----------|

**Senior Programs**

|          |                             |                           |           |
|----------|-----------------------------|---------------------------|-----------|
| 00403706 | AMAZON CAPITAL SERVICES INC | SUPPLIES                  | 789.63    |
| 00403715 | BANK OF AMERICA             | VARIOUS BUSINESS EXPENSES | 29.98     |
| 00403829 | COLE SUPPLY CO INC          | SUPPLIES                  | 62.45     |
| 00403856 | MARATHON DISTRIBUTORS LLC   | SUPPLIES                  | 24,319.40 |



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**Recreation Sports Programs**

|          |                             |          |        |
|----------|-----------------------------|----------|--------|
| 00403706 | AMAZON CAPITAL SERVICES INC | SUPPLIES | 27.99  |
| 00403766 | LOWES COMPANIES INC         | SUPPLIES | 494.97 |

**Recreation-Comm Center**

|          |                             |                       |           |
|----------|-----------------------------|-----------------------|-----------|
| 00403706 | AMAZON CAPITAL SERVICES INC | SUPPLIES              | 2,117.41  |
| 00403760 | JENNIFER LYNN HINES         | PROFESSIONAL SERVICES | 5,023.53  |
| 00403766 | LOWES COMPANIES INC         | SUPPLIES              | 237.48    |
| 00403845 | FOLGERGRAPHICS INC          | PRINTING SERVICE      | 14,794.49 |

**Recreation Water Park**

|          |                             |                           |        |
|----------|-----------------------------|---------------------------|--------|
| 00403706 | AMAZON CAPITAL SERVICES INC | SUPPLIES                  | 541.56 |
| 00403715 | BANK OF AMERICA             | VARIOUS BUSINESS EXPENSES | 51.57  |
| 00403829 | COLE SUPPLY CO INC          | SUPPLIES                  | 39.25  |
| 00403862 | NATIONAL AQUATICS INC       | PROFESSIONAL SERVICES     | 188.50 |

**221 Asset Forfeiture Fund**

**Non Departmental**

|          |                     |                  |          |
|----------|---------------------|------------------|----------|
| 00403834 | CONTRA COSTA COUNTY | ASSET FORFEITURE | 1,880.91 |
| 00403838 | DAVIS, KELVIN       | ASSET FORFEITURE | 2,902.00 |

**226 Solid Waste Reduction Fund**

**Solid Waste**

|          |                               |                           |          |
|----------|-------------------------------|---------------------------|----------|
| 00403715 | BANK OF AMERICA               | VARIOUS BUSINESS EXPENSES | 10.95    |
| 00403870 | PRECISION DESIGN              | SIGNAGE                   | 200.00   |
| 00403873 | REPUBLIC SERVICES INC         | CURBSIDE OIL PICK UP      | 1,680.57 |
| 00944039 | STEWARDSHIP ACTION FOUNDATION | ANNUAL MEMBERSHIP         | 500.00   |

**229 Pollution Elimination Fund**

**Channel Maintenance Operation**

|          |                           |                       |          |
|----------|---------------------------|-----------------------|----------|
| 00403704 | AL FRESCO LANDSCAPING INC | PROFESSIONAL SERVICES | 5,400.00 |
| 00403766 | LOWES COMPANIES INC       | SUPPLIES              | 598.52   |
| 00403814 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES    | 7,920.00 |

**Storm Drain Administration**

|          |                       |                |        |
|----------|-----------------------|----------------|--------|
| 00403753 | HOFFMEISTER, PHILIP L | RENTAL VEHICLE | 632.45 |
|----------|-----------------------|----------------|--------|

**251 Lone Tree SLLMD Fund**

**Lonetree Maintenance Zone 1**

|          |                      |                    |          |
|----------|----------------------|--------------------|----------|
| 00403794 | SILVA LANDSCAPE      | LANDSCAPE SERVICES | 3,366.00 |
| 00403802 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 5,278.90 |

**Lonetree Maintenance Zone 2**

|          |                      |                    |           |
|----------|----------------------|--------------------|-----------|
| 00403802 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 10,681.11 |
|----------|----------------------|--------------------|-----------|

**Lonetree Maintenance Zone 3**

|          |                      |                    |          |
|----------|----------------------|--------------------|----------|
| 00403802 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 9,162.86 |
|----------|----------------------|--------------------|----------|

**Lonetree Maintenance Zone 4**

|          |                      |                    |          |
|----------|----------------------|--------------------|----------|
| 00403802 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 3,008.81 |
|----------|----------------------|--------------------|----------|

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

|          |                      |                    |          |
|----------|----------------------|--------------------|----------|
| 00403802 | TERRACARE ASSOCIATES | LANDSCAPE SERVICES | 1,640.54 |
|----------|----------------------|--------------------|----------|





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|------------|--|-----------------------|-----------|
| <b>253</b> | <b>Almondridge SLLMD Fund</b>                |                       |           |
|            | <b>Almondridge Maintenance</b>               |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 2,363.29  |
| <b>254</b> | <b>Hillcrest SLLMD Fund</b>                  |                       |           |
|            | <b>Hillcrest Maintenance Zone 1</b>          |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 9,011.92  |
|            | <b>Hillcrest Maintenance Zone 2</b>          |                       |           |
| 00403720   | BELLECCI AND ASSOCIATES INC                  | PROFESSIONAL SERVICES | 1,308.00  |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 9,313.12  |
|            | <b>Hillcrest Maintenance Zone 4</b>          |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 9,400.99  |
| <b>255</b> | <b>Park 1A Maintenance District Fund</b>     |                       |           |
|            | <b>Park 1A Maintenance District</b>          |                       |           |
| 00403775   | PACIFIC GAS AND ELECTRIC CO                  | GAS                   | 26.47     |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 2,351.25  |
| 00403831   | COMCAST                                      | INTERNET SERVICES     | 113.80    |
| <b>256</b> | <b>Citywide 2A Maintenance District Fund</b> |                       |           |
|            | <b>Citywide 2A Maintenance Zone 3</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 1,481.53  |
|            | <b>Citywide 2A Maintenance Zone 4</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 5,152.26  |
|            | <b>Citywide 2A Maintenance Zone 5</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 2,381.42  |
|            | <b>Citywide 2A Maintenance Zone 6</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 3,124.25  |
|            | <b>Citywide 2A Maintenance Zone 8</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 4,143.89  |
|            | <b>Citywide 2A Maintenance Zone 9</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 5,601.84  |
| 00403843   | EVERDE GROWERS                               | LANDSCAPE SUPPLIES    | 878.84    |
|            | <b>Citywide 2A Maintenance Zone10</b>        |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 2,581.23  |
| <b>257</b> | <b>SLLMD Administration Fund</b>             |                       |           |
|            | <b>SLLMD Administration</b>                  |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 881.34    |
| <b>259</b> | <b>East Lone Tree SLLMD Fund</b>             |                       |           |
|            | <b>Zone 1-District 10</b>                    |                       |           |
| 00403802   | TERRACARE ASSOCIATES                         | LANDSCAPE SERVICES    | 29,592.92 |
| 00403809   | WATERSAVERS IRRIGATION                       | SUPPLIES              | 465.85    |
| <b>311</b> | <b>Capital Improvement Fund</b>              |                       |           |
|            | <b>Parks &amp; Open Space</b>                |                       |           |
| 00403810   | WOODARD AND CURRAN                           | PROFESSIONAL SERVICES | 5,089.05  |
|            | <b>Energy Efficiency</b>                     |                       |           |
| 00403756   | ICLEI USA MEMBERSHIP                         | ANNUAL MEMBERSHIP     | 2,250.00  |



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**Public Buildings & Facilities**

|          |                    |                       |           |
|----------|--------------------|-----------------------|-----------|
| 00403721 | BLUEPRINT EXPRESS  | PROFESSIONAL SERVICES | 1,601.92  |
| 00403810 | WOODARD AND CURRAN | PROFESSIONAL SERVICES | 57,665.76 |

**376 Lone Diamond Fund**

**Assessment District**

|          |                              |         |        |
|----------|------------------------------|---------|--------|
| 00403726 | CENTRAL SELF STORAGE ANTIOCH | STORAGE | 407.00 |
|----------|------------------------------|---------|--------|

**570 Equipment Maintenance Fund**

**Non Departmental**

|          |                   |      |          |
|----------|-------------------|------|----------|
| 00403755 | HUNT AND SONS INC | FUEL | 8,567.84 |
|----------|-------------------|------|----------|

**Equipment Maintenance**

|          |                                    |                            |          |
|----------|------------------------------------|----------------------------|----------|
| 00403735 | CONTRA COSTA FIRE EQUIPMENT        | FIRE EQUIPMENT AND SERVICE | 474.09   |
| 00403762 | LIM AUTOMOTIVE SUPPLY INC          | SUPPLIES                   | 801.32   |
| 00403773 | OREILLY AUTO PARTS                 | SUPPLIES                   | 1,772.40 |
| 00403820 | ARROWHEAD 24 HOUR TOWING INC       | TOW SERVICE                | 102.50   |
| 00403825 | BILL BRANDT FORD                   | SUPPLIES                   | 57.09    |
| 00403828 | CHUCKS BRAKE AND WHEEL SERVICE INC | SUPPLIES                   | 1,824.72 |
| 00403852 | LES SCHWAB TIRES OF CALIFORNIA     | TIRES                      | 1,646.00 |
| 00403854 | LIM AUTOMOTIVE SUPPLY INC          | SUPPLIES                   | 816.70   |
| 00403858 | MUNICIPAL MAINT EQUIPMENT INC      | SUPPLIES                   | 207.49   |
| 00403866 | OREILLY AUTO PARTS                 | SUPPLIES                   | 681.82   |
| 00403885 | TRED SHED, THE                     | SUPPLIES                   | 3,803.87 |
| 00403886 | UNICO GLASS LLC                    | SUPPLIES                   | 446.94   |
| 00403889 | WALNUT CREEK FORD                  | SUPPLIES                   | 77.22    |
| 00944033 | GRAINGER INC                       | SUPPLIES                   | 179.17   |
| 00944045 | BIG SKY ENVIRONMENTAL SOLUTIONS    | REPAIR SERVICE             | 287.50   |

**573 Information Services Fund**

**Network Support & PCs**

|          |                  |                     |          |
|----------|------------------|---------------------|----------|
| 00944032 | DIGITAL SERVICES | WEBSITE MAINTENANCE | 6,760.00 |
|----------|------------------|---------------------|----------|

**GIS Support Services**

|          |                     |          |       |
|----------|---------------------|----------|-------|
| 00403766 | LOWES COMPANIES INC | SUPPLIES | 98.97 |
|----------|---------------------|----------|-------|

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

|          |         |                          |          |
|----------|---------|--------------------------|----------|
| 00403893 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00403895 | REITREE | MEDICAL AFTER RETIREMENT | 857.06   |
| 00403904 | REITREE | MEDICAL AFTER RETIREMENT | 1,222.30 |
| 00403908 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00403911 | REITREE | MEDICAL AFTER RETIREMENT | 988.67   |
| 00403912 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00403913 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00403914 | REITREE | MEDICAL AFTER RETIREMENT | 126.75   |
| 00403915 | REITREE | MEDICAL AFTER RETIREMENT | 1,479.41 |
| 00403917 | REITREE | MEDICAL AFTER RETIREMENT | 1,479.41 |
| 00403918 | REITREE | MEDICAL AFTER RETIREMENT | 709.38   |
| 00403919 | REITREE | MEDICAL AFTER RETIREMENT | 1,564.42 |



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| 00403922 | REITREE | MEDICAL AFTER RETIREMENT | 71.30    |
| 00944058 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00944059 | REITREE | MEDICAL AFTER RETIREMENT | 2,055.05 |
| 00944064 | REITREE | MEDICAL AFTER RETIREMENT | 1,010.59 |
| 00944065 | REITREE | MEDICAL AFTER RETIREMENT | 322.08   |
| 00944067 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00944068 | REITREE | MEDICAL AFTER RETIREMENT | 1,515.19 |
| 00944072 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00944074 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00944082 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944087 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00944089 | REITREE | MEDICAL AFTER RETIREMENT | 770.00   |
| 00944092 | REITREE | MEDICAL AFTER RETIREMENT | 614.88   |
| 00944096 | REITREE | MEDICAL AFTER RETIREMENT | 571.38   |
| 00944109 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00944110 | REITREE | MEDICAL AFTER RETIREMENT | 1,714.12 |
| 00944115 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00944116 | REITREE | MEDICAL AFTER RETIREMENT | 770.00   |
| 00944117 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00944130 | REITREE | MEDICAL AFTER RETIREMENT | 153.53   |
| 00944132 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00944133 | REITREE | MEDICAL AFTER RETIREMENT | 614.88   |
| 00944134 | REITREE | MEDICAL AFTER RETIREMENT | 266.57   |
| 00944135 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944145 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944146 | REITREE | MEDICAL AFTER RETIREMENT | 153.53   |
| 00944147 | REITREE | MEDICAL AFTER RETIREMENT | 1,542.71 |
| 00944148 | REITREE | MEDICAL AFTER RETIREMENT | 1,546.42 |
| 00944151 | REITREE | MEDICAL AFTER RETIREMENT | 473.38   |
| 00944162 | REITREE | MEDICAL AFTER RETIREMENT | 1,136.59 |
| 00944164 | REITREE | MEDICAL AFTER RETIREMENT | 1,136.59 |
| 00944166 | REITREE | MEDICAL AFTER RETIREMENT | 2,079.36 |
| 00944170 | REITREE | MEDICAL AFTER RETIREMENT | 1,714.12 |
| 00944172 | REITREE | MEDICAL AFTER RETIREMENT | 708.06   |
| 00944173 | REITREE | MEDICAL AFTER RETIREMENT | 232.94   |
| 00944181 | REITREE | MEDICAL AFTER RETIREMENT | 1,467.00 |
| 00944184 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944185 | REITREE | MEDICAL AFTER RETIREMENT | 614.88   |
| 00944187 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00944189 | REITREE | MEDICAL AFTER RETIREMENT | 1,136.59 |
| 00944193 | REITREE | MEDICAL AFTER RETIREMENT | 279.53   |
| 00944202 | REITREE | MEDICAL AFTER RETIREMENT | 580.50   |
| 00944204 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944213 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |



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|----------|---------|--------------------------|----------|
| 00944214 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944216 | REITREE | MEDICAL AFTER RETIREMENT | 696.39   |
| 00944221 | REITREE | MEDICAL AFTER RETIREMENT | 456.06   |
| 00944222 | REITREE | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944226 | REITREE | MEDICAL AFTER RETIREMENT | 279.53   |
| 00944233 | REITREE | MEDICAL AFTER RETIREMENT | 476.45   |
| 00944237 | REITREE | MEDICAL AFTER RETIREMENT | 708.06   |
| 00944239 | REITREE | MEDICAL AFTER RETIREMENT | 18.06    |
| 00944241 | REITREE | MEDICAL AFTER RETIREMENT | 708.06   |

**578 Post Retirement Medical-Misc Fund**

***Non Departmental***

|          |         |                          |        |
|----------|---------|--------------------------|--------|
| 00403896 | REITREE | MEDICAL AFTER RETIREMENT | 79.00  |
| 00403899 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00403900 | REITREE | MEDICAL AFTER RETIREMENT | 473.38 |
| 00403901 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00403903 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00403905 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00403907 | REITREE | MEDICAL AFTER RETIREMENT | 324.48 |
| 00403920 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00403921 | REITREE | MEDICAL AFTER RETIREMENT | 184.10 |
| 00403924 | REITREE | MEDICAL AFTER RETIREMENT | 100.00 |
| 00944060 | REITREE | MEDICAL AFTER RETIREMENT | 232.94 |
| 00944061 | REITREE | MEDICAL AFTER RETIREMENT | 603.96 |
| 00944063 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944066 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944071 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944077 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944080 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944081 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944083 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944084 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944085 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944088 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944094 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944097 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944101 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944102 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944105 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944108 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944112 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944113 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944114 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944121 | REITREE | MEDICAL AFTER RETIREMENT | 709.38 |
| 00944122 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |

Finance Accounting

Prepared by: Michele Milo

12/8/2022



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
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|          |         |                          |        |
|----------|---------|--------------------------|--------|
| 00944123 | REITREE | MEDICAL AFTER RETIREMENT | 119.47 |
| 00944124 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |
| 00944129 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944131 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944139 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944140 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944144 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944150 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944155 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944156 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944157 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944159 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944160 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944167 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944169 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944175 | REITREE | MEDICAL AFTER RETIREMENT | 205.69 |
| 00944179 | REITREE | MEDICAL AFTER RETIREMENT | 237.50 |
| 00944180 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944186 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944190 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944192 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944196 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944201 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944203 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944208 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944219 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944224 | REITREE | MEDICAL AFTER RETIREMENT | 14.26  |
| 00944225 | REITREE | MEDICAL AFTER RETIREMENT | 153.53 |
| 00944228 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944229 | REITREE | MEDICAL AFTER RETIREMENT | 473.38 |
| 00944236 | REITREE | MEDICAL AFTER RETIREMENT | 324.38 |
| 00944238 | REITREE | MEDICAL AFTER RETIREMENT | 87.69  |
| 00944240 | REITREE | MEDICAL AFTER RETIREMENT | 560.38 |

**579 Post Retirement Medical-Mgmt Fund**

***Non Departmental***

|          |         |                          |          |
|----------|---------|--------------------------|----------|
| 00403894 | REITREE | MEDICAL AFTER RETIREMENT | 87.69    |
| 00403897 | REITREE | MEDICAL AFTER RETIREMENT | 937.28   |
| 00403898 | REITREE | MEDICAL AFTER RETIREMENT | 864.90   |
| 00403902 | REITREE | MEDICAL AFTER RETIREMENT | 87.69    |
| 00403906 | REITREE | MEDICAL AFTER RETIREMENT | 205.69   |
| 00403909 | REITREE | MEDICAL AFTER RETIREMENT | 244.12   |
| 00403910 | REITREE | MEDICAL AFTER RETIREMENT | 87.69    |
| 00403916 | REITREE | MEDICAL AFTER RETIREMENT | 440.38   |
| 00403923 | REITREE | MEDICAL AFTER RETIREMENT | 2,079.36 |





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|          |         |                          |          |
|----------|---------|--------------------------|----------|
| 00403925 | REITREE | MEDICAL AFTER RETIREMENT | 560.38   |
| 00944062 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944069 | REITREE | MEDICAL AFTER RETIREMENT | 560.38   |
| 00944070 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944073 | REITREE | MEDICAL AFTER RETIREMENT | 560.38   |
| 00944075 | REITREE | MEDICAL AFTER RETIREMENT | 153.53   |
| 00944076 | REITREE | MEDICAL AFTER RETIREMENT | 146.52   |
| 00944078 | REITREE | MEDICAL AFTER RETIREMENT | 145.69   |
| 00944079 | REITREE | MEDICAL AFTER RETIREMENT | 2,079.36 |
| 00944086 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944090 | REITREE | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944091 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944093 | REITREE | MEDICAL AFTER RETIREMENT | 709.38   |
| 00944095 | REITREE | MEDICAL AFTER RETIREMENT | 864.90   |
| 00944098 | REITREE | MEDICAL AFTER RETIREMENT | 614.88   |
| 00944099 | REITREE | MEDICAL AFTER RETIREMENT | 145.69   |
| 00944100 | REITREE | MEDICAL AFTER RETIREMENT | 145.69   |
| 00944103 | REITREE | MEDICAL AFTER RETIREMENT | 433.33   |
| 00944104 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944106 | REITREE | MEDICAL AFTER RETIREMENT | 440.38   |
| 00944107 | REITREE | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944111 | REITREE | MEDICAL AFTER RETIREMENT | 232.94   |
| 00944118 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944119 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944120 | REITREE | MEDICAL AFTER RETIREMENT | 324.30   |
| 00944125 | REITREE | MEDICAL AFTER RETIREMENT | 473.38   |
| 00944126 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944127 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944128 | REITREE | MEDICAL AFTER RETIREMENT | 153.53   |
| 00944136 | REITREE | MEDICAL AFTER RETIREMENT | 403.04   |
| 00944137 | REITREE | MEDICAL AFTER RETIREMENT | 400.00   |
| 00944138 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944141 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944142 | REITREE | MEDICAL AFTER RETIREMENT | 236.69   |
| 00944143 | REITREE | MEDICAL AFTER RETIREMENT | 2,079.36 |
| 00944149 | REITREE | MEDICAL AFTER RETIREMENT | 864.90   |
| 00944152 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944153 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944154 | REITREE | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944158 | REITREE | MEDICAL AFTER RETIREMENT | 571.38   |
| 00944161 | REITREE | MEDICAL AFTER RETIREMENT | 55.67    |
| 00944163 | REITREE | MEDICAL AFTER RETIREMENT | 493.80   |
| 00944165 | REITREE | MEDICAL AFTER RETIREMENT | 324.30   |
| 00944168 | REITREE | MEDICAL AFTER RETIREMENT | 1,393.17 |



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|            |                         |                          |          |
|------------|-------------------------|--------------------------|----------|
| 00944171   | REITREE                 | MEDICAL AFTER RETIREMENT | 232.94   |
| 00944174   | REITREE                 | MEDICAL AFTER RETIREMENT | 145.69   |
| 00944176   | REITREE                 | MEDICAL AFTER RETIREMENT | 1,565.12 |
| 00944177   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944178   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944182   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944183   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944188   | REITREE                 | MEDICAL AFTER RETIREMENT | 708.06   |
| 00944191   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944194   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944195   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944197   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944198   | REITREE                 | MEDICAL AFTER RETIREMENT | 145.69   |
| 00944199   | REITREE                 | MEDICAL AFTER RETIREMENT | 864.90   |
| 00944200   | REITREE                 | MEDICAL AFTER RETIREMENT | 205.69   |
| 00944205   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944206   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944207   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944209   | REITREE                 | MEDICAL AFTER RETIREMENT | 232.94   |
| 00944210   | REITREE                 | MEDICAL AFTER RETIREMENT | 614.88   |
| 00944211   | REITREE                 | MEDICAL AFTER RETIREMENT | 93.69    |
| 00944212   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944215   | REITREE                 | MEDICAL AFTER RETIREMENT | 440.38   |
| 00944217   | REITREE                 | MEDICAL AFTER RETIREMENT | 261.20   |
| 00944218   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944220   | REITREE                 | MEDICAL AFTER RETIREMENT | 560.38   |
| 00944223   | REITREE                 | MEDICAL AFTER RETIREMENT | 114.36   |
| 00944227   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944230   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944231   | REITREE                 | MEDICAL AFTER RETIREMENT | 324.38   |
| 00944232   | REITREE                 | MEDICAL AFTER RETIREMENT | 2,079.36 |
| 00944234   | REITREE                 | MEDICAL AFTER RETIREMENT | 87.69    |
| 00944235   | REITREE                 | MEDICAL AFTER RETIREMENT | 1,546.42 |
| <b>611</b> | <b>Water Fund</b>       |                          |          |
|            | <b>Non Departmental</b> |                          |          |
| 00403707   | ANIXTER INC             | SUPPLIES                 | 2,584.26 |
| 00403731   | COLE SUPPLY CO INC      | SUPPLIES                 | 1,053.79 |
| 00403748   | FASTENAL CO             | SUPPLIES                 | 143.24   |
| 00403766   | LOWES COMPANIES INC     | SUPPLIES                 | 452.95   |
| 00403817   | ANIXTER INC             | SUPPLIES                 | 1,204.53 |
| 00403823   | BAY AREA BARRICADE      | SUPPLIES                 | 1,228.55 |
| 00403829   | COLE SUPPLY CO INC      | SUPPLIES                 | 5,296.81 |
|            | <b>Water Production</b> |                          |          |
| 00403708   | ANTIOCH ACE HARDWARE    | SUPPLIES                 | 14.99    |



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
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|  |                                     |                         |           |
|--|-------------------------------------|-------------------------|-----------|
| 00403723                                 | C AND J FAVALORA TRUCKING INC       | TRUCKING SERVICE        | 4,882.42  |
| 00403730                                 | CITY OF BRENTWOOD                   | SEPTEMBER GROUNDWATER   | 406.25    |
| 00403750                                 | GUALCO GROUP INC, THE               | PROFESSIONAL SERVICES   | 4,186.55  |
| 00403751                                 | GUERRA BROS PLUMBING, INC           | PROFESSIONAL SERVICES   | 2,970.00  |
| 00403754                                 | HONEYWELL INTERNATIONAL INC         | SUPPLIES                | 2,868.62  |
| 00403758                                 | INDUSTRIAL SOLUTIONS SERVICES INC   | CHEMICALS               | 17,260.42 |
| 00403762                                 | LIM AUTOMOTIVE SUPPLY INC           | SUPPLIES                | 201.11    |
| 00403766                                 | LOWES COMPANIES INC                 | SUPPLIES                | 593.59    |
| 00403782                                 | PRINT CLUB                          | SIGNAGE                 | 280.96    |
| 00403805                                 | UNIVAR SOLUTIONS USA INC            | CHEMICALS               | 15,817.86 |
| 00403808                                 | WALTER BISHOP CONSULTING            | PROFESSIONAL SERVICES   | 2,712.50  |
| 00403818                                 | ANTIOCH ACE HARDWARE                | SUPPLIES                | 205.41    |
| 00403819                                 | ARAMARK UNIFORM SERVICES            | SUPPLIES                | 78.13     |
| 00403844                                 | FISHER SCIENTIFIC COMPANY           | SUPPLIES                | 634.10    |
| 00403846                                 | HACH CO                             | SUPPLIES                | 4,504.98  |
| 00403864                                 | OFFICE DEPOT INC                    | SUPPLIES                | 128.43    |
| 00403887                                 | UNIVAR SOLUTIONS USA INC            | CHEMICALS               | 6,786.13  |
| 00944031                                 | CHEMTRADE CHEMICALS US LLC          | CHEMICALS               | 3,737.77  |
| 00944033                                 | GRAINGER INC                        | SUPPLIES                | 5,249.88  |
| 00944037                                 | RUST AUTOMATION AND CONTROLS INC    | SUPPLIES                | 1,717.60  |
| 00944047                                 | CHEMTRADE CHEMICALS US LLC          | CHEMICALS               | 3,764.25  |
| 00944048                                 | EUROFINS EATON ANALYTICAL INC       | TESTING SERVICES        | 1,180.00  |
| 00944049                                 | EVOQUA WATER TECHNOLOGIES LLC       | SUPPLIES                | 708.28    |
| 00944053                                 | RED WING SHOE STORE                 | SAFETY SHOES            | 350.00    |
| <b>Water Distribution</b>                |                                     |                         |           |
| 00403702                                 | ACCONTEMP                           | TEMP SERVICES           | 462.00    |
| 00403705                                 | ALTA FENCE                          | FENCE INSTALLATION      | 24,916.00 |
| 00403706                                 | AMAZON CAPITAL SERVICES INC         | SUPPLIES                | 154.68    |
| 00403709                                 | ANTIOCH BUILDING MATERIALS          | SUPPLIES                | 4,524.75  |
| 00403747                                 | EVERDE GROWERS                      | LANDSCAPE SUPPLIES      | 221.11    |
| 00403748                                 | FASTENAL CO                         | SUPPLIES                | 2,386.25  |
| 00403766                                 | LOWES COMPANIES INC                 | SUPPLIES                | 1,597.50  |
| 00403767                                 | MSI FUEL MANAGEMENT INC             | SUPPLIES                | 183.71    |
| 00403774                                 | PACE SUPPLY CORP                    | SUPPLIES                | 5,426.09  |
| 00403788                                 | ROBERTS AND BRUNE CO                | SUPPLIES                | 17,676.48 |
| 00403799                                 | STEWARTS TREE SERVICE INC           | TREE SERVICE            | 3,194.31  |
| 00403803                                 | TIMMONS GROUP INC                   | PROFESSIONAL SERVICES   | 4,130.62  |
| 00403864                                 | OFFICE DEPOT INC                    | SUPPLIES                | 230.20    |
| 00403891                                 | WHITE CAP CONSTRUCTION SUPPLY       | SUPPLIES                | 557.16    |
| 00944033                                 | GRAINGER INC                        | SUPPLIES                | 369.27    |
| 00944034                                 | INFOSEND INC                        | PRINT AND MAIL SERVICES | 3,856.10  |
| <b>Public Buildings &amp; Facilities</b> |                                     |                         |           |
| 00403722                                 | BROWN AND CALDWELL INC              | PROFESSIONAL SERVICES   | 12,819.50 |
| 00403798                                 | STATE WATER RESOURCES CONTROL BOARD | PROFESSIONAL SERVICES   | 909.11    |



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|  |                            |           |
|--|----------------------------|-----------|
| 00403839 DELTA DIABLO                  | PROFESSIONAL SERVICES      | 55,024.90 |
| <b>621 Sewer Fund</b>                  |                            |           |
| <b>Swr-Wastewater Administration</b>   |                            |           |
| 00403702 ACCOUNTEMPS                   | TEMP SERVICES              | 462.00    |
| 00403705 ALTA FENCE                    | FENCE INSTALLATION         | 24,916.00 |
| 00403706 AMAZON CAPITAL SERVICES INC   | SUPPLIES                   | 18.61     |
| 00403708 ANTIOCH ACE HARDWARE          | SUPPLIES                   | 109.77    |
| 00403709 ANTIOCH BUILDING MATERIALS    | SUPPLIES                   | 4,524.76  |
| 00403747 EVERDE GROWERS                | LANDSCAPE SUPPLIES         | 221.12    |
| 00403759 JACK DOHENY COMPANY           | SUPPLIES                   | 378.29    |
| 00403766 LOWES COMPANIES INC           | SUPPLIES                   | 812.12    |
| 00403781 PORTER, CLEVELAND J           | CERT RENEWAL REIMBURSEMENT | 202.00    |
| 00403796 SPARTAN TOOL LLC              | SUPPLIES                   | 880.20    |
| 00403799 STEWARTS TREE SERVICE INC     | TREE SERVICE               | 3,194.31  |
| 00403803 TIMMONS GROUP INC             | PROFESSIONAL SERVICES      | 4,130.63  |
| 00403818 ANTIOCH ACE HARDWARE          | SUPPLIES                   | 4.13      |
| 00403864 OFFICE DEPOT INC              | SUPPLIES                   | 230.18    |
| 00944034 INFOSEND INC                  | PRINT AND MAIL SERVICES    | 3,856.08  |
| 00944036 RED WING SHOE STORE           | SAFETY SHOES               | 300.00    |
| 00944053 RED WING SHOE STORE           | SAFETY SHOES               | 290.56    |
| 00944054 SCOTTO, CHARLES W AND DONNA F | DECEMBER 2022 RENT         | 5,000.00  |
| <b>631 Marina Fund</b>                 |                            |           |
| <b>Marina Administration</b>           |                            |           |
| 00403766 LOWES COMPANIES INC           | SUPPLIES                   | 180.99    |
| 00403829 COLE SUPPLY CO INC            | SUPPLIES                   | 153.06    |
| 00944033 GRAINGER INC                  | SUPPLIES                   | 101.61    |



CLAIMS BY FUND REPORT FOR THE PERIOD OF  
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**227**

**Housing Fund**

***Housing***

|          |                                     |                       |          |
|----------|-------------------------------------|-----------------------|----------|
| 00403719 | BAY AREA LEGAL AID                  | PROFESSIONAL SERVICES | 5,071.34 |
| 00403733 | CONTRA COSTA CRISIS CENTER          | PROFESSIONAL SERVICES | 2,500.00 |
| 00403736 | CONTRA COSTA HEALTH SERVICES        | PROFESSIONAL SERVICES | 4,258.06 |
| 00403764 | LOAVES AND FISHES OF CONTRA COSTA   | PROFESSIONAL SERVICES | 2,514.00 |
| 00403797 | STAND FOR FAMILIES FREE OF VIOLENCE | PROFESSIONAL SERVICES | 1,288.38 |





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Zoe Merideth, Senior Planner *ML AM*

**APPROVED BY:** Forrest Ebbs, Community Development Director

**SUBJECT:** Lakeview Center Parcel 5 Rezone (Z-22-06) – Second Reading

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the ordinance rezoning Lakeview Center Parcel 5 to include the Commercial Infill Housing (CIH) Overlay District).

### **FISCAL IMPACT**

There are no direct fiscal impacts incurred by the City for the approval of this ordinance.

### **DISCUSSION**

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the November 22, 2022 City Council meeting. This second reading will finalize the adoption of the ordinance.

### **ATTACHMENT**

A. Ordinance to the City Council

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE  
PARCEL 5 OF THE LAKEVIEW CENTER (APN: 072-510-005) TO INCLUDE THE  
COMMERCIAL INFILL HOUSING (CIH) OVERLAY DISTRICT (Z-22-06)**

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

**SECTION 1:**

The City Council determined on November 22, 2022 pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this rezone will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable.

**SECTION 2:**

At its regular meeting of October 5, 2022, the Planning Commission adopted Resolution 2022-28 recommending the City Council adopt the Ordinance to rezone the subject property from Planned Development District (PD 09-01) to include the Commercial Infill Housing (CIH) Overlay District.

**SECTION 3:**

The real property shown in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 09-01) to include the CIH Overlay District, and the zoning map is hereby amended accordingly.

**SECTION 4:**

The City Council finds that the that the proposed zone reclassification will allow uses more suitable 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 Antioch General Plan Section 4.4.8.

**SECTION 5**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22<sup>nd</sup> of November 2022, and passed and adopted at a regular meeting thereof, held on the 13th of December 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**

**EXHIBIT A**

**MAP OF PROPERTY**



APN: 072-510-005





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Zoe Merideth, Senior Planner *ZM*

**APPROVED BY:** Forrest Ebbs, Community Development Director

**SUBJECT:** Buchanan Crossings Parcel 7 Rezone (Z-22-05) – Second Reading

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the ordinance rezoning Buchanan Crossings Parcel 7 to include the Commercial Infill Housing (CIH) Overlay District).

### **FISCAL IMPACT**

There are no direct fiscal impacts incurred by the City for the approval of this ordinance.

### **DISCUSSION**

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the November 22, 2022 City Council meeting. This second reading will finalize the adoption of the ordinance.

### **ATTACHMENT**

A. Ordinance to the City Council

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REZONE  
PARCEL 7 OF BUCHANAN CROSSINGS (APN: 074-480-007) TO INCLUDE THE  
COMMERCIAL INFILL HOUSING (CIH) OVERLAY DISTRICT (Z-22-05)**

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

**SECTION 1:**

The City Council determined on November 22, 2022 pursuant to the California Environmental Quality Act (CEQA) Guidelines § 15061(b)(3), the “Common Sense” Exemption, there is no possibility that this rezone will have a significant impact on the physical environment. The rezone does not directly or indirectly authorize or approve any actual changes in the physical environment. When a specific development project occurs on the project site, it will be subject to environmental review pursuant to CEQA, if applicable.

**SECTION 2:**

At its regular meeting of October 5, 2022, the Planning Commission adopted Resolution 2022-27 recommending the City Council adopt the Ordinance to rezone the subject property from Planned Development District (PD 07-01) to include the Commercial Infill Housing (CIH) Overlay District.

**SECTION 3:**

The real property shown in Exhibit A, attached hereto, is hereby rezoned from Planned Development District (PD 07-01) to include the CIH Overlay District, and the zoning map is hereby amended accordingly.

**SECTION 4:**

The City Council finds that the that the proposed zone reclassification will allow uses more suitable 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 Antioch General Plan Section 4.4.8.

**Section 5**

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 22<sup>nd</sup> of November 2022, and passed and adopted at a regular meeting thereof, held on the 13<sup>th</sup> of December 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**

**EXHIBIT A**

**MAP OF PROPERTY**



APN: 074-480-007



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

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

**SUBJECT:** AB 1600 Development Impact Fee Report

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive the FY2021/22 Annual Report of Development Impact Fees.

### **FISCAL IMPACT**

This report does not require any expenditure and, as such, will have no fiscal impact on the City of Antioch.

### **DISCUSSION**

#### **Development Impact Fees**

Assembly Bill (AB) 1600 (Cortese, 1987) was approved by the California Assembly in 1987 and was incorporated into California Government Code Section 66000-66008. These statutes are collectively known as the "Mitigation Fee Act" and impose specific requirements on cities that chose to collect development impact fees. GC 66006 requires that all cities that collect development impact fees publish an annual report on the development impact fees collected, the beginning balances, the ending balances, a description of the individual fees, and other general information. This report must be made available to the public within 180 days of the end of the fiscal year during which the fees were collected.

In March 2014, the City Council adopted a development impact fee schedule that is charged to new development in the City of Antioch to offset the related costs of new facilities and infrastructure. Specifically, four development impact fees were adopted: General Administration, Public Works, Police, and Parks and Recreation. These fees are specifically restricted to the construction of new facilities and cannot be used for salaries.



The City of Antioch Development Impact Fees became effective on July 1, 2014 and have been collected since FY 14/15. A summary of these fees and their balances are provided in the attached report and summarized below.

In total, the City collected \$1,988,914.16 in Development Impact Fees in FY 21/22. The total figure is slightly less than the FY 20/21 sum of \$2,374,793.09 due to changes in development activity and the impact of a few large projects in 20/21.

The City Council need not take any formal action on this report.

**ATTACHMENT**

A. City of Antioch Annual Report of Development Impact Fees (AB1600 Report) Fiscal Year 2021/22

ATTACHMENT A

CITY OF ANTIOCH  
ANNUAL REPORT OF DEVELOPMENT IMPACT FEES  
(AB 1600 REPORT)  
FISCAL YEAR 2021/22



PREPARED BY  
CITY OF ANTIOCH  
COMMUNITY DEVELOPMENT DEPARTMENT

## **DEVELOPMENT IMPACT FEES DESCRIPTION**

### General Administration

The General Administration development fee covers new development's share of the costs associated with new administrative facilities, land acquisition, general vehicles, and information technology equipment. New capital facilities will be required as the City's service population increases. The fee helps maintain adequate levels of general administration service in the City of Antioch, including adequate City Hall and Council Chamber space and associated land needs as well as adequate service vehicles and technology utilized by the general government staff. Fee revenue is used to fund expansion of civic space, acquisition of vehicles and technology, and land purchase for new public space attributed to demand for new growth.

### Public Works

The Public Works development impact fee covers new development's share of the costs associated with new/expanded corporation yard, building space, a garbage ramp, and Public Works vehicles. New capital facilities will be required as service population increases. The fee helps maintain adequate levels of Public Works service in the City of Antioch, including adequate corporation yard space and facilities as well as a garbage ramp and vehicles necessary for Public Works operation. Fee revenue is used to fund the expansion of corporation yard space, facilities, garbage ramp, and vehicle.

### Police Facilities and Equipment

The Police Facilities development impact fee covers new development's share of the costs associated with a range of capital facilities, including Police stations, vehicles and other equipment. New capital facilities will be required as the City's service population increases. The fee will help maintain adequate levels of Police facilities, vehicles, and other equipment necessary for adequate Police service provision in the City of Antioch. Fee revenue is used to fund expansion of existing Police station and animal service facilities and acquire new vehicles and specialized equipment attributable to demand from new development.

### Parks and Recreation Facilities

The Park and Recreation impact fee is designed to cover the costs associated with new parks and recreation facilities and equipment required to serve future growth in Antioch. It covers the appropriate share of the costs of developing new parks, Community Centers and facilities, library, and associated capital equipment (the park in-lieu fee under the Quimby Act provides revenues based on parkland needs and costs). New capital facilities will be required as the City's population increases. This helps provide adequate levels of parks and recreation facilities, Community Center, and library space. Fee revenue contributes funding toward parks and recreation facilities in a number of community parks as well as an additional 20,172 square feet of community facility space and a new library.

## FEE SCHEDULE

| <b>Fee Schedule</b>    | <b>Single-Family<br/>per unit</b> | <b>Multi-Family<br/>per unit</b> | <b>Senior<br/>per unit</b> | <b>Non-Residential<br/>\$ per square foot</b> |
|------------------------|-----------------------------------|----------------------------------|----------------------------|---|
| General Administration | \$460                             | \$292                            | \$230                      | \$.07   |
| Public Works           | \$445                             | \$282                            | \$223                      | \$.06   |
| Police                 | \$1,190                           | \$755                            | \$596                      | \$.17   |
| Parks and Recreation   | \$3,261                           | \$2,065                          | \$1,631                    | \$.00   |
| <b>TOTAL</b>           | <b>\$5,356</b>                    | <b>\$3,394</b>                   | <b>\$2,680</b>             | <b>\$0.30</b>                                 |

## SUMMARY OF FUNDS

| <b>Fund Balances</b>  | <b>Police<br/>(Fund 323)</b> | <b>Public Works<br/>(Fund 322)</b> | <b>Parks and Rec<br/>(Fund 324)</b> | <b>General Admin<br/>(Fund 321)</b> | <b>Program Total</b> |
|-----------------------|------------------------------|------------------------------------|-------------------------------------|-------------------------------------|----------------------|
| Beginning Balance     | 796,239                      | 382,943                            | 3,090,024                           | 504,877                             | 4,774,083            |
| Interest              | (19,352)                     | (7,017)                            | (66,350)                            | (10,598)                            | (103,317)            |
| Fees Collected        | 456,827                      | 149,811                            | 1,201,656                           | 180,620                             | 1,988,914            |
| Admin Fee             | (2,054)                      | (880)                              | (7,133)                             | (1,228)                             | (11,295)             |
| Expenditures          | (87)                         | (68,725)                           | -                                   | -                                   | (68,812)             |
| <b>Ending Balance</b> | <b>1,231,573</b>             | <b>456,132</b>                     | <b>4,218,197</b>                    | <b>673,672</b>                      | <b>6,579,574</b>     |

The Development Impact Fees contributed to two projects in the City of Antioch during FY 21/22. These projects are as follows:


1. A total of \$87 was expended from the Police (Fund 323) fund as staff time as part of the investigation unit remodel. This represents a small fraction of the price of the proposed project.
2. A total of \$68,725 was expended from the Public Works (Fund 322) fund for the purchase of a backhoe. This purchase was anticipated in the Development Impact Fee study and estimated at \$102,000. The final cost of the backhoe was \$148,478. The Development Impact Fee program contributed 46% of the cost. The Development Impact Fee study anticipated that the program would contribute 100% of the cost.



## **STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Anne Hersch, Planning Manager 

**SUBJECT:** Renewal of Vesting Tentative Subdivision Map (VTSM) 9501 Design Review Approval Creekside Vineyards at Sand Creek

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution approving the renewal of Vesting Tentative Subdivision Map (VTSM) 9501 Design Review Approval Creekside Vineyards at Sand Creek.

The renewal includes a previously approved Vesting Tentative Subdivision Map (VTSM 9501) and Design Review for 220 residential lots for the Creekside Vineyards project. The project was approved on March 21, 2021. Pursuant to Section 9-4.314, the applicant is requesting a one-year extension of approvals.

### **FISCAL IMPACT**

There are no direct fiscal impacts incurred by the City for the renewal of the Vesting Tentative Subdivision Map.

### **DISCUSSION**

#### **Planning Commission Review**

The Planning Commission voted 5-0 to adopt Resolution 2022-29 forwarding a recommendation to City Council to approve the renewal of VTSM 9501 and Design Review.

#### **Planning Commission Staff Report**

<https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/111622-6-3.pdf>

#### **Planning Commission Resolution**

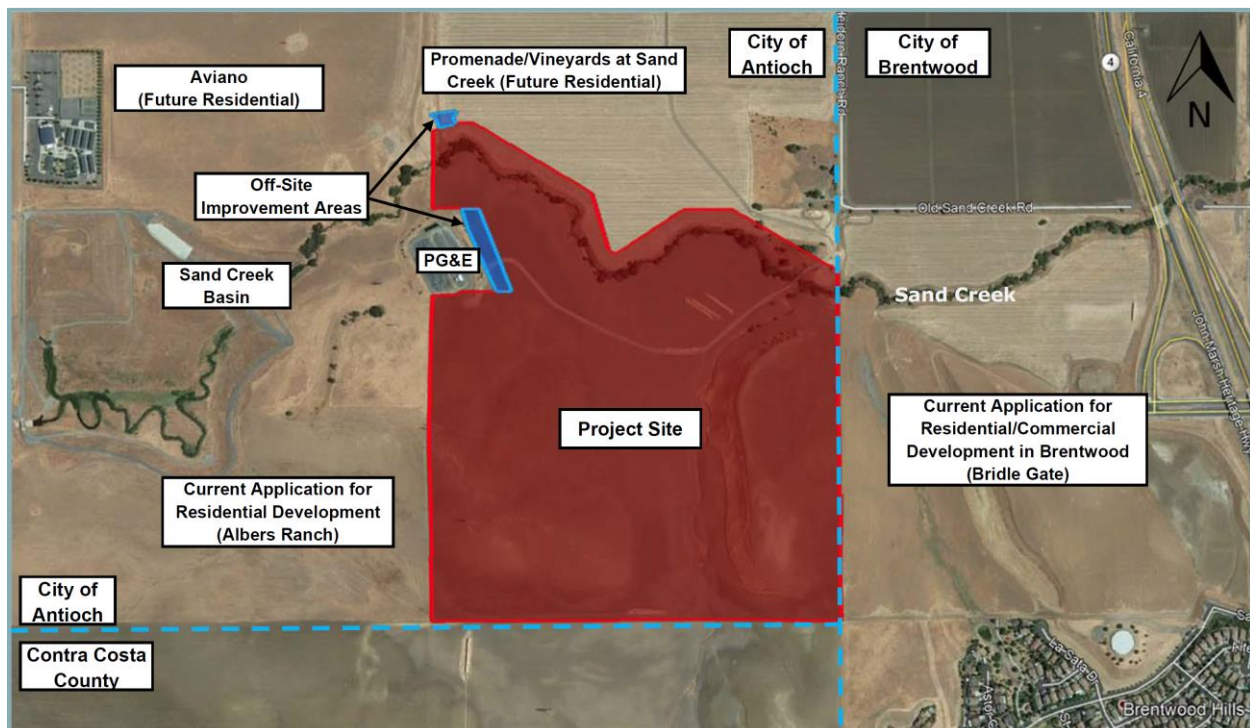
<https://www.antiochca.gov/fc/community-development/planning/resolutions/2022-29-Renewal-VTSM-9501-Creekside-Vineyards.pdf>



## Project History

On March 23, 2021, the City Council adopted Resolution 2021-52 which approved a Pending Tentative Subdivision Map (PTSM 9501), Design Review, and Resource Management Plan for Creekside Vineyards at Sand Creek. Specific entitlement approvals include a General Plan Amendment, Master Development Plan/Rezone, Pending Tentative Subdivision Map, Design Review, and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements. The project site is located south of the future extension of Sand Creek Road in the southeastern portion of the City. The approved Pending Tentative Subdivision Map subdivides the project site into 220 single-family residential lots, as well as parcels for associated improvements and open space.

## SITE LOCATION



## ANALYSIS

The approved Conditions of Approval include a Condition for project expiration.

### **A. GENERAL CONDITIONS**

1. *This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and*

*construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.*

Chapter 4 “Subdivisions” and Article 3 “Tentative Maps” include expiration and extension policies for approved tentative maps. This provision also requires recommendation of the Planning Commission to the City Council for the extension approval of one additional year.

#### **9-4.314 EXPIRATION AND EXTENSION.**

*An approved or conditionally approved tentative map shall expire 24 months after its approval or conditional approval. Upon an application of the subdivider filed prior to the expiration of the tentative map, and following the recommendation of the Commission, the time at which the map expires may be extended by the Council for a period of one additional year.*

The tentative map was approved on March 23, 2021 and is set to expire on March 21, 2023. The applicant has requested an extension of the map approval pursuant to Section 9-4.314 (See Attachment C) and is seeking a one-year approval extension with a new expiration date of March 21, 2024.

The letter also requests an approval extension of the Design Review approval by one year. Typically Design review approvals are approved by the Zoning Administrator without a public hearing. The applicant has included the renewal request. Currently, the applicant going through an extended review process with the California Department of Fish and Game as well as the Army Corp of Engineers. The outside agency reviews are taking longer than expected and will not be completed before the expiration date. This extension will allow for additional time for them to secure these approvals.

#### **§ 9-5.2707 LAPSE OF APPROVAL.**

*(C) A design review, variance or use permit may be renewed or extended by the Zoning Administrator for a one-year period without notice or public hearing, if the findings required remain valid and application is made prior to expiration. No more than two one-year extensions may be granted.*

If approved, the new expiration date will be March 21, 2024. The previously approved Conditions of Approval and Tentative Map will carry forward without any change and as originally approved by the City Council in 2021.

#### **ENVIRONMENTAL REVIEW**

An Environmental Impact Report (EIR) was adopted and certified on March 21, 2021.

## **ATTACHMENTS**

- A. City Council Resolution approving project renewals for □TSM 9501 for one year  
(new expiration date□March 21, 2024)
- B. City Council Resolution 2021-52
- C. Applicant Letter□Extension Request

**CITY COUNCIL  
RESOLUTION # 2022-xx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE VESTING TENTATIVE SUBDIVISION MAP EXTENSION FOR  
VESTING TENTATIVE SUBDIVISION MAP (VSTM 9501) FOR THE  
CREEKSIDE/VINEYARDS AT SAND CREEK PROJECT**

**WHEREAS**, the City of Antioch (“City”) received an application from GBN Partners, LLC (“Applicant”) and approved a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project (“Project”) (GP-19-06, PD-19-02);

**WHEREAS**, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California;

**WHEREAS**, the project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor’s Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

**WHEREAS**, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and approved by the City Council on March 23, 2021, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

**WHEREAS**, the Vesting Tentative Subdivision Map, Design Review, and Resource Management Plan were approved by the City Council on March 23, 2021;

**WHEREAS**, the applicant received approval of Design Guidelines for the Project establishing guidelines for future development within the Creekside/Vineyards at Sand Creek Project on March 23, 2021;

**WHEREAS**, the applicant received approval of a Resource Management Plan for the Project as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the “Framework for a Resource Management Plan for the Sand Creek Focus Area” contained in General Plan Appendix A. The Resource Management Plan incorporates the biological resources mitigation measures identified in the Final Environmental Impact Report;

**WHEREAS**, on September 19, 2022 an extension request was received from the Applicant requesting review of an extension of □TSM 9501 and Design Review approvals;

**WHEREAS**, the Planning Commission considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request and adopted Resolution 2022-29 recommending the City Council approve the extension request;

**WHEREAS**, the City Council considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby make the following findings for extension of a □esting Tentative Subdivision Map□

1. The subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations.

**Finding:** The site has a General Plan Designation of Medium Low Density Residential and is zoned Planned Development. The proposed subdivision will accommodate uses that are consistent with the General Plan.

2. The subdivision proposed by the □esting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations.

**Finding:** The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the □esting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the □esting Tentative Map as conditioned complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations; and

3. The Conditions of Approval protect the public safety, health and general welfare of the users of the project and surrounding area.

**Finding:** The previously approved Conditions of Approval include detailed requirements for construction, grading, utilities, compliance with City standards, and project phasing.

**BE IT FURTHER RESOLVED** that the City Council hereby approves the extension request for □TSM 9501 "Creekside Vineyards at Sand Creek" subject to the Findings and Exhibit A Conditions of Approval.

□ □ □ □ □ □ □ □



I HEREBY CERTIFY that the foregoing resolution was adopted by the Planning Commission of the City of Antioch at a regular meeting thereof held on the 13th day of December, 2022, by the following vote

AYES:

NOES:

ABSENT:

ABSTAIN:

**FORREST EBBS**  
**Secretary to the Planning Commission**

## **EXHIBIT A CONDITIONS OF APPROVAL: CREEKSIDE**

### **A GENERAL CONDITIONS**

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.
2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
4. The applicant shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, applicant shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
6. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
7. All advertising signs shall be in compliance with the Sign Ordinance and approved by the Community Development Director.
8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.
9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or subsequent separate document as approved by City Engineer.

**B VESTING TENTATIVE MAP CONDITIONS**

1. The Vesting Tentative Map approval is subject to the timelines established in the State of California Subdivision Map Act.
2. Approval is based upon substantial conformance with the Vesting Tentative Map dated December 13, 2019.
3. Approval of this Vesting Tentative map shall not constitute the approval of any improvements shown on the Vesting Tentative map and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

**C DISTRICTS AND ANNEXATION**

1. Prior to filing of a final map for recording, the applicant shall annex into CFD 2018-02 (Police Protection).
2. The property shall annex into CFD 2018-01 (Public Services) and accept a level of annual assessments enough to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
3. The applicant shall agree to participate and/or assist in the formation of a Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

**D HOMEOWNERS ASSOCIATION AND CC&RS**

1. The applicant shall establish a Homeowners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining
  - All front yard landscaping.
  - All HOA owned parcels unless maintained by another HOA (Parcels 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O' and 'P').
  - Storm drain facilities (pipes, structures and Parcel 'D' basin)
  - Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'.
  - The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), storm drain facilities, street lighting, and all other

HOA facilities and amenities not maintained by the HOA to an acceptable City level.

2. Subject to approval by the state, the Codes, Covenants and Restrictions (CCRs) 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 CCRs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, street lights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CCRs, 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 CCRs shall include a provision that any design approvals required by the CCRS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CCRs 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 CCRs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the first building permit.

3. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments enough to maintain
- a. The streetlights along frontage of public streets.
- b. Landscaping along frontage of public streets.

## **E CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code and is restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager. Requests for

alternative days/time may be submitted in writing to the City Engineer for consideration.

2. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2 Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board.
4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

#### **F § SITE AND PROJECT DESIGN**

1. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the §SPS and approved by the City Engineer prior to the approval of the final map.
2. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.
3. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), as approved by the City Engineer.
4. All driveways shall be perpendicular or radial to the street centerline, or as approved by the City Engineer.
5. Maximum driveway slope shall be 12% or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet (5') from the curb return.
7. All public road right-of-way shall be located ten feet (10') behind the face-of-curb.
8. Curb ramps shall meet the latest version of Caltrans ramps.
9. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:
  - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12"



- deep by 3" high with ½" lip and 18" gutter).
  - Adjacent to vertical curb, 4.5 feet excluding curb.
10. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.
  11. A minimum of twenty feet (20') tangent shall extend beyond the return at intersections at public streets, or as approved by the City Engineer.
  12. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a distance of 20 feet, or as approved by the City Engineer.
  13. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.
  14. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.
  15. The proposed street names listed below shall be approved by Planning Commission prior to recordation of the first final map. Changes to street names shall require Planning Commission review and approval.
    - Hillcrest Avenue (Existing).
    - Streets 'A', 'B', 'C', 'D', 'E', 'F', 'G' 'H' and 'I'.
    - Court 'A'.
  16. The applicant shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.
  17. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
  18. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map dated December 13, 2019, or as approved by the City Engineer.
  19. Cul-de-sac parking shall be provided as required by the City Engineer.
  20. All fencing adjacent to open space (trails and basins) shall be wrought iron or other material as approved by the City Engineer. All fences shall be located at the top of slope, or as approved by the City Engineer.

21. All two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions or as approved by the Community Development Director.
22. The applicant and then the HOA, once the CC□Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

## **G□ UTILITIES**

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, except the existing PG□E towers or as approved by the City Engineer.
3. All sewage shall flow by gravity to the intersecting street sewer main.
4. Sewer main system shall be designed to drain northerly on Hilcrest Avenue and connect to the existing or proposed future 15" sanitary sewer main at Heidorn Ranch Road through 'B' Street or as approved by the City Engineer.
5. Sewer system for interior private streets shall all be 8" unless approved by City Engineer otherwise.
6. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, be constructed of Portland Concrete Cement or as approved by the City Engineer.
7. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to Contra Costa County Flood Control District and the City of Antioch for review and approval and pay all related drainage fees at no cost to the City as directed by the City Engineer.
8. The main storm drain system shall flow generally in a northeasterly direction into a detention basin system and eventually flow into Sand Creek through a proposed 60" storm drain outfall subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.

9. The secondary storm drain system along Hillcrest Avenue shall flow generally in a northerly direction into a 48" storm drain and proposed clean water outfall system and eventually flow into Sand Creek subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.
10. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.
11. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.
12. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible for installing any water mains to create a looped system at no cost to the City.
13. No utility system lines and crossings shall run in between two lots.
14. The houses shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
15. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution □ility features, Collection □ility features, Storm Water □ility features, and inverts associated with these features. Developer is to also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the North American 1983 Coordinate System.

## **H □ LANDSCAPING**

1. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed, at no cost to the City.
2. The type and location of trees shall be as outlined in the project's Design Guidelines (Exhibit C).
3. Prior to issuance of residential building permits, developer shall submit typical front yard landscape plan(s) to demonstrate compliance with water conserving landscape requirements. Developer shall submit a landscape plan for each residential lot that City shall review for compliance with typical

landscape plan(s) and approve prior to issuance of building permit.

4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

## **I ☐ FIRE REQUIREMENTS**

1. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District ☐
  - a. Fire access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CMC unless approved by the Fire Department and the City Engineer.
  - b. The cul-de-sacs or turnarounds shall have an outside turning radius of a minimum of a 45' or as approved by the City Engineer. Should the sidewalk be included in the turning radius, it shall be clear of streetlights, fire hydrants and other obstructions.
  - c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (508.1), (B105) CFC
  - d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.
  - e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum subbase materials and capable of supporting the designated gross vehicle weight specified above.
  - f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ☐ - inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
  - g. Plan review and inspection fees shall be submitted at the time of plan

review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).

- h. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans for each model home to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CFC.
- i. The developer shall submit a computer-aided design (CAD) digital file copy of the site plan to the Fire District upon final approval of the site improvements plans or subdivision map. CAD file shall be saved in the latest AutoCAD.DWG file format. (501) CFC
- j. Submit plans to Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.
- k. A Community Facilities District (CFD) for fire protection is required for the Fire District to support this project. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

#### **J FEES**

- 1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
- 2. The applicant shall pay all pass-through fees. Fees include but are not limited to
  - a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
  - b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
  - c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).
  - d. Contra Costa County Flood Control District Drainage Area fee.
  - e. School Impact Fees.
  - f. Delta Diablo Sanitation Sewer Fees.
  - g. Contra Costa Water District Fees.

#### **K MODEL HOMES**

- 1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.



2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.
3. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

## **L** **GRADING**

1. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.
2. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
3. A grading permit shall be pulled prior to any grading operations.
4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.
5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.
8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The applicant shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this

resolution.

10. The grading plan for this development shall be approved by the City Engineer.
11. All elevations shown on the plans shall be on NAD 88 as approved by the City Engineer.
12. Retaining or sound walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
13. All retaining and sound walls shall be of masonry construction.
14. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
15. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1 and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
16. The minimum concrete gutter flow slope shall be 0.75%.
17. All property lines shall be located at the top of slope.

#### **M CONSERVATION/NPDES**

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC 6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3 New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a 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 (OM) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and OM plans shall be included in the project CCRs. Prior to building permit final and issuance

of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.

3. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Testing Tentative Map may be required in order to comply with C.3 regulations.
4. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
  - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
  - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
  - c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
  - d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the

Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Division for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Always implement Best Management Practices (BMP's).
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality

measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.

- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
  - n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
  - o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
5. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

## **N FINAL SUBDIVISION MAP REQUIREMENTS**

- 1. The Final Subdivision Map submittal per each individual phase, excluding the initial large lot Parcel Map intended for the subdivision of parcels for phasing, shall include all the required information described in Title 9, Chapter 4, Article 5 Final Maps, of the Antioch Municipal Code, including, but not limited to
  - a. Improvement security in one of the following forms
    - i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
    - ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
    - iii. An irrevocable letter of credit in form acceptable to the City

Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.

- b. An original, signed subdivision agreement, to be executed by the subdivider or his agent, guaranteeing the completion of the construction of the improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.
- c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.
- d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the city, if required by the subdivider; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.
- e. Deeds for the easements or rights-of-way for road purposes map.
- f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.
- g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rights-of-way as may be required by the city for the purpose use and convenience of the roads.
- h. A surety bond acceptable to the city, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, when applicable.
- i. Payment of map maintenance fee.



- j. Payment of the assessment district apportionment fee, if applicable.
  - k. Consent and election form for annexation into Police Services Fee CFD.
  - l. Evidence of payment of Contra Costa County Flood Control District fees.
  - m. A preliminary soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The preliminary soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no preliminary analysis is necessary.
- 2. Concurrent with submittal of the first Final Subdivision Map, the applicant shall submit a consent and election form for annexation into all required districts, including Community Facilities District and Lighting and Landscape District.
  - 3. All easements of record that are no longer required and affect individual lots or parcels within this project site shall be removed prior to or concurrently with the recordation of the Final Subdivision Map.

**O ☐ MITIGATION MONITORING AND REPORTING PROGRAM**

- 1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.

**P ☐ PROJECT SPECIFIC CONDITIONS**

- 1. All private streets shall be HOA maintained.
- 2. All private streets shall have sidewalks on both sides to the satisfaction of the City Engineer.
- 3. Right-of-way shall be acquired from Pacific Gas & Electric (PG&E) for the construction and dedication of Hillcrest Avenue to the City at no cost to the City.
- 4. Roadways may be configured for storm water treatment directed towards center medians, designs shall be as approved by City Engineer.
- 5. A four (4)-lane Hillcrest Avenue bridge over Sand Creek shall have a width

of 92' edge to edge or as approved by the City Engineer.

6. Hillcrest Ave shall have a right-of-way width of 112' and designed with a minimum traffic index (TI) of 8 and a minimum pavement thickness of 6" AC over 16" Class II AB.
  - The Creekside Project shall dedicate the entire 112' right-of-way width for Hillcrest Avenue.
  - The Creekside Project shall build Interim Hillcrest Avenue, which shall include full frontage improvements on the east and west side including curb, gutter, 6' sidewalk, and landscaping.
  - Construction of northbound and southbound #2 travel lanes shall include bike lanes, interim 40'-wide concrete median curb, center median LED streetlights, and center median landscaping.
  - Ultimate Hillcrest Avenue in a four (4) lane configuration including ultimate median islands shall be the responsibility of future development.
  - Medians and shoulders shall be landscaped to the satisfaction of the City Engineer.
7. Slope on westerly frontage of Hillcrest Avenue shall be 3% maximum.
8. An emergency vehicle access shall be provided and design shall be satisfactory to Contra Costa County Fire Protection District and as approved by the City Engineer.
9. Curb ramps shall be installed per current ADA standards on the corners of the intersections for the following locations:
  - 'I' Street and Hillcrest Avenue
10. 'I' street shall be a public street and have a full right-of-way width of 60'.
11. A reimbursement agreement shall be conditioned onto future development of adjacent properties (APNs 057-050-021 & 057-042-006) in order to provide reimbursement for the fair share of design and construction costs of 'I' street and oversized utilities. Total costs shall be submitted to the City after completion of construction and fair share amounts shall be determined and approved by the City Engineer.
12. Minimum pavement thickness and design for this development shall be as follows:
  - Public Streets ('I' Street): width of 60', TI = 6, and 4" AC over 12" CL II AB.
  - Private Streets (Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'): widths may vary subject to the approval of the City Engineer,

TI = 6, 4" and AC over 12" CL II AB.

13. Trail system pathways shall be a minimum width of 10' feet with concrete or asphalt concrete.
14. 6' masonry sound wall shall be installed on the backs of all residential lots and sides of corner lots along the frontage of Hillcrest Avenue. Decorative stone veneer pilasters shall be located at regular intervals of between 8 and 25 feet, to the satisfaction of the Community Development Department staff. Pilasters may be located further than 25 feet apart provided additional vertical design enhancements are provided and reviewed and approved by the Planning Commission as part of the Design Review process.
15. Fencing around stormwater detention basin, Parcel 'D' shall be wrought iron fencing or as approved by the City Engineer.
16. Project shall comply with all recommendations from the Traffic Impact Analysis (TIA) and Environmental Impact Report (EIR).
  - A new traffic signal to be installed at the intersection of 'B' Street and Hillcrest Avenue (Main entry to the development).
  - Sand Creek Road/Hillcrest Avenue traffic signal to be modified.
  - Any other traffic related modifications, lane widening, turn lanes as identified in the Traffic Impact Analysis (TIA), including payment of regional fees.
  - All costs shall be borne by the developer.
17. All park and picnic equipment and materials are to follow current City standards or as approved by the City Engineer.
18. No in-between lot openings shall be allowed for ingress/egress or utility crossings.
19. As recommended by the Parks and Recreation Commission, the following conditions shall apply:
  - a. The Creekside vineyards at Sand Creek project shall meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of \$330,000;
  - b. The "private park" shall meet all the City's Park Design Standards current at the time of the park's construction; and
  - c. The City will consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-

4.1010(C) and (D)(6).

20. The project shall be built in conformance with the Design Guidelines (Exhibit C) unless modified by conditions of approval. Any deviation from or modification to the Design Guidelines shall be approved by the Planning Commission.

#### **Q PHASING CONDITIONS**

1. Prior to development of any phase of the subdivision, the applicant shall secure a use permit and design review approval from the Planning Commission for that phase.
2. The order and phasing boundaries of project construction shall conform to the proposed Phasing Plan, dated December 10, 2019, Exhibit A to this resolution. Proposed changes to the Phasing Plan shall be submitted to the City prior to or in conjunction with the use permit application required for the affected phase(s). Changes in the Phasing Plan are subject to approval by the Planning Administrator or the Planning Commission. Use permit applications are subject to approval by the Planning Commission.

3. **Phase One:**

Prior to the issuance of the 1st building permit within Phase One, the following improvements shall be completed to the satisfaction of the City Engineer

- a. Hillcrest Avenue from the intersection at Sand Creek Road south to 'B' Street, including the bridge over Sand Creek.
- b. Interim Hillcrest Avenue shall be constructed with east and west side curb, gutter, sidewalk and landscaping including Parcel H, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities from the bridge over Sand Creek to the south curb returns of 'B' Street. The transition from the bridge section shall be as approved by the City Engineer. Improvements shall include conduits and pull boxes for the portion of a traffic signal at Hillcrest Avenue and 'B' Street located within the improvement limits, all as approved by the City Engineer.
- c. 'B' Street (Neighborhood Entry): 'B' Street shall be fully constructed from Hillcrest Avenue to the Community Site including lighting and median and right of way landscaping.

- d. Parcel B (Community Site) □ The community park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- e. Parcel C (Park) □ The park and trail design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- f. Parcel G (Park) □ The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- g. Parcel D (Detention Basin): Parcel 'D' shall be fully constructed.

Prior to the issuance of the 75th building permit and the 30th Certificate of Occupancy, the following improvements shall be completed to the satisfaction of the City Engineer □

- h. Heidorn Ranch Road E □ A Connection as required by CCCFPD.
- i. Parcel B (Community Site) □ Park shall be fully constructed.
- j. Parcel C (Park) □ Park shall be fully constructed.
- k. Parcel G (Park) □ Park shall be fully constructed.

#### 4. **Phase Two** □

Prior to the issuance of the 1st building permit for a lot within Phase Two, the following shall be completed to the satisfaction of the City Engineer □

- a. Hillcrest Avenue/'B' Street Traffic Signal: The applicant shall fully construct a traffic signal at the intersection of Hillcrest Avenue and 'B' Street. □ Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for traffic signal design and construction.
- b. Remaining portion of interim Hillcrest Avenue through to 'G' Street shall be fully constructed with east side and west curb, gutter, sidewalk and landscaping including Parcel I, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide

landscaped median with concrete median curbs, median LED streetlights, and all utilities, including interconnect conduit and pull boxes. Improvements shall include conduits and pull as approved by the City Engineer.

**5. Phase Three**

Prior to the issuance of the 1st building permit for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer

- a. 'I' Street: 'I' Street shall be fully constructed from Hillcrest Avenue westerly to the Phase boundary, including lighting. The easterly connection to Hillcrest Avenue will be in an interim manner, as approved by the City Engineer.
- b. Parcel O (Detention Basin): Parcel 'O' shall be fully constructed.
- c. Parcel (Park) The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

Prior to the issuance of the 10<sup>th</sup> Certificate of Occupancy for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer

- d. Parcel (Park) Park shall be fully constructed.



**EXHIBIT B**

**VESTING TENTATIVE SUBDIVISION MAP**

## **EXHIBIT C**

### **DEVELOPMENT STANDARDS AND DESIGN GUIDELINES**

The Development Standards and Design Guideline booklet is available on the City of Antioch website at <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-19-06.pdf>.

**CITY COUNCIL  
RESOLUTION NO. 2021-52**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING OF THE VESTING TENTATIVE SUBDIVISION MAP, DESIGN REVIEW,  
AND RESOURCE MANAGEMENT PLAN FOR THE CREEKSIDE/VINEYARDS AT  
SAND CREEK PROJECT**

**WHEREAS**, the City of Antioch ("City") received an application from GBN Partners, LLC ("Applicant") seeking City approval of the following: a General Plan Amendment; Master Development Plan/Rezone; Vesting Tentative Subdivision Map; Design Review; and Resource Management Plan for the development of a 220-unit residential community and associated improvements on approximately 58.9 acres of the 158.2-acre project site, as well as 1.8-acres of off-site improvements, which is known as the Creekside/Vineyards at Sand Creek Project ("Project") (GP-19-06, PD-19-02);

**WHEREAS**, the project site consists of a 158.2-acre parcel located south of the future extension of Sand Creek Road in the southeastern portion of the City of Antioch, California;

**WHEREAS**, the project site is bordered by the City of Antioch/Contra Costa County line to the south and the City of Antioch/City of Brentwood limit to the east and is identified by Assessor's Parcel Number (APN) 057-050-024. Sand Creek is located to the north of the site, and State Route (SR) 4 is located approximately 0.38-mile east of the site. The project site is situated within the Sand Creek Focus Area of the General Plan;

**WHEREAS**, a Final Environmental Impact Report and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162, and considered by the Planning Commission on February 17, 2021;

**WHEREAS**, the proposed Vesting Tentative Subdivision Map, Design Review, and Resource Management Plan were considered by the Planning Commission on February 17, 2021, and the Planning Commission recommended approval to the City Council;

**WHEREAS**, on March 23, 2021, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

**WHEREAS**, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch's Residential Design Guidelines specifically for the Project and to establish guidelines for future development within the Creekside/Vineyards at Sand Creek Project;

**WHEREAS**, the applicant has prepared a Resource Management Plan for the Project as called for in Section 10.3.2.(e) of the Antioch General Plan and consistent with the "Framework for a Resource Management Plan for the Sand Creek Focus Area" contained in General Plan Appendix A. The Resource Management Plan incorporates the biological resources mitigation measures identified in the Final Environmental Impact Report; and

**WHEREAS**, the City Council duly gave notice of public hearing as required by law and on March 23, 2021, held a public hearing on the matter, and received and considered evidence, both oral and documentary.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby make the following findings for approval of a Vesting Tentative Subdivision Map:

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a General Plan Designation of Medium Low Density Residential and is zoned Planned Development and the subdivision will accommodate uses that are consistent with the General Plan on each of the lots created by the subdivision;
2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map as conditioned complies with and conforms to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations; and
3. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby approve the Vesting Tentative Subdivision Map (Exhibit A), Phasing Map (Exhibit B), Design Guidelines (Exhibit C), and Resource Management Plan (Exhibit D), subject to the following conditions of approval:

**A. GENERAL CONDITIONS**

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.
2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. This approval expires two years from the date of approval by the City Council (March 23, 2023), unless a building permit has been issued and construction has diligently commenced thereon and has not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one one-year extension shall be granted.
4. The applicant shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, applicant shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
6. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.
9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or subsequent separate document as approved by City Engineer.



**B. VESTING TENTATIVE MAP CONDITIONS**

1. The Vesting Tentative Map approval is subject to the timelines established in the State of California Subdivision Map Act.
2. Approval is based upon substantial conformance with the Vesting Tentative Map dated December 13, 2019.
3. Approval of this Vesting Tentative map shall not constitute the approval of any improvements shown on the Vesting Tentative map and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

**C. DISTRICTS AND ANNEXATION**

1. Prior to filing of a final map for recording, the applicant shall annex into CFD 2018-02 (Police Protection).
2. The property shall annex into CFD 2018-01 (Public Services) and accept a level of annual assessments enough to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
3. The applicant shall agree to participate and/or assist in the formation of a Community Facilities District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

**D. HOMEOWNERS ASSOCIATION AND CC&RS**

1. The applicant shall establish a Homeowners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:
  - All front yard landscaping.
  - All HOA owned parcels unless maintained by another HOA (Parcels 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O' and 'P').
  - Storm drain facilities (pipes, structures and Parcel 'D' basin)
  - Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'.



- The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), storm drain facilities, street lighting, and all other HOA facilities and amenities not maintained by the HOA to an acceptable City level.
2. Subject to approval by the state, the Codes, Covenants and Restrictions (CC&Rs) for the subdivision shall include a provision indicating that the City of Antioch is named as a third-party beneficiary with the right, but not the obligation, to enforce the provisions of the CC&Rs relating to the maintenance and repair of the property and improvements, including but not limited to landscaping, streets, curbs, gutters, street lights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:
- City approvals of uses or external modifications.
  - Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the first building permit.

3. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments enough to maintain:
- a. The streetlights along frontage of public streets.
  - b. Landscaping along frontage of public streets.

**E. CONSTRUCTION CONDITIONS**

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code and is restricted to weekdays between the hours 8:00 A.M. and 5:00 P.M., or as approved in writing by the City Manager. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.
2. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board.
4. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

**F. SITE AND PROJECT DESIGN**

1. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the approval of the final map.
2. All proposed improvements shall be constructed to City standards or as approved by the City Engineer.
3. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), as approved by the City Engineer.
4. All driveways shall be perpendicular or radial to the street centerline, or as approved by the City Engineer.
5. Maximum driveway slope shall be 12% or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet (5') from the curb return.
7. All public road right-of-way shall be located ten feet (10') behind the face-of-curb.
8. Curb ramps shall meet the latest version of Caltrans ramps.

9. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:
  - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
  - Adjacent to vertical curb, 4.5 feet excluding curb.
10. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.
11. A minimum of twenty feet (20') tangent shall extend beyond the return at intersections at public streets, or as approved by the City Engineer.
12. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a distance of 20 feet, or as approved by the City Engineer.
13. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.
14. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.
15. The proposed street names listed below shall be approved by Planning Commission prior to recordation of the first final map. Changes to street names shall require Planning Commission review and approval.
  - Hillcrest Avenue (Existing).
  - Streets 'A', 'B', 'C', 'D', 'E', 'F', 'G' 'H' and 'I'.
  - Court 'A'.
16. The applicant shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.
17. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.

18. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map dated December 13, 2019, or as approved by the City Engineer.
19. Cul-de-sac parking shall be provided as required by the City Engineer.
20. All fencing adjacent to open space (trails and basins) shall be wrought iron or other material as approved by the City Engineer. All fences shall be located at the top of slope, or as approved by the City Engineer
21. All two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions or as approved by the Community Development Director.
22. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

**G. UTILITIES**

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, except the existing PG&E towers or as approved by the City Engineer.
3. All sewage shall flow by gravity to the intersecting street sewer main.
4. Sewer main system shall be designed to drain northerly on Hilcrest Avenue and connect to the existing or proposed future 15" sanitary sewer main at Heidorn Ranch Road through 'B' Street or as approved by the City Engineer.
5. Sewer system for interior private streets shall all be 8" unless approved by City Engineer otherwise.
6. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, be constructed of Portland Concrete Cement or as approved by the City Engineer.

7. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to Contra Costa County Flood Control District and the City of Antioch for review and approval and pay all related drainage fees at no cost to the City as directed by the City Engineer.
8. The main storm drain system shall flow generally in a northeasterly direction into a detention basin system and eventually flow into Sand Creek through a proposed 60" storm drain outfall subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.
9. The secondary storm drain system along Hillcrest Avenue shall flow generally in a northerly direction into a 48" storm drain and proposed clean water outfall system and eventually flow into Sand Creek subject to the approval of the Contra Costa County Flood Control District and the City of Antioch.
10. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.
11. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.
12. Water systems shall be designed as a looped distribution system, if not already connecting as a looped system, developer shall be responsible for installing any water mains to create a looped system at no cost to the City.
13. No utility system lines and crossings shall run in between two lots.
14. The houses shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
15. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer is to also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the North American 1983 Coordinate System.



**H. LANDSCAPING**

1. Landscaping on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and shall be installed, at no cost to the City.
2. The type and location of trees shall be as outlined in the project's Design Guidelines (Exhibit C).
3. Prior to issuance of residential building permits, developer shall submit typical front yard landscape plan(s) to demonstrate compliance with water conserving landscape requirements. Developer shall submit a landscape plan for each residential lot that City shall review for compliance with typical landscape plan(s) and approve prior to issuance of building permit.
4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

**I. FIRE REQUIREMENTS**

1. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District:
  - a. Fire access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CVC unless approved by the Fire Department and the City Engineer.
  - b. The cul-de-sacs or turnarounds shall have an outside turning radius of a minimum of a 45' or as approved by the City Engineer. Should the sidewalk be included in the turning radius, it shall be clear of streetlights, fire hydrants and other obstructions.
  - c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1750 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (508.1), (B105) CFC
  - d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.

- e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum subbase materials and capable of supporting the designated gross vehicle weight specified above.
- f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
- g. Plan review and inspection fees shall be submitted at the time of plan review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).
- h. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans for each model home to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CFC.
- i. The developer shall submit a computer-aided design (CAD) digital file copy of the site plan to the Fire District upon final approval of the site improvements plans or subdivision map. CAD file shall be saved in the latest AutoCAD.DXF file format. (501) CFC
- j. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.
- k. A Community Facilities District (CFD) for fire protection is required for the Fire District to support this project. The developer shall contact the Office of the Fire Chief for specific details on the CFD.

**J. FEES**

- 1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.
- 2. The applicant shall pay all pass-through fees. Fees include but are not limited to:



- a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
- b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
- c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).
- d. Contra Costa County Flood Control District Drainage Area fee.
- e. School Impact Fees.
- f. Delta Diablo Sanitation Sewer Fees.
- g. Contra Costa Water District Fees.

**K. MODEL HOMES**

1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.
3. The model home landscaping shall be drought tolerant, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

**L. GRADING**

1. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.
2. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
3. A grading permit shall be pulled prior to any grading operations.
4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.

5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.
8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The applicant shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
10. The grading plan for this development shall be approved by the City Engineer.
11. All elevations shown on the plans shall be on NAVD 88 as approved by the City Engineer.
12. Retaining or sound walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
13. All retaining and sound walls shall be of masonry construction.
14. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
15. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1 and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
16. The minimum concrete gutter flow slope shall be 0.75%.
17. All property lines shall be located at the top of slope.

**M. CONSERVATION/NPDES**

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: New development and redevelopment regulations for storm water treatment. Provision C.3 requires that the project include storm water treatment and source control measures, as well run-off flow controls, so that post-project runoff does not exceed estimated pre-project runoff. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates how compliance will be achieved. The SWCP shall be submitted simultaneously with the project plans. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted and approved before the Building Department will issue Certificate of Occupancy permits. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.
3. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.
4. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
  - a. Prior to issuance of permits for building, site improvements, or landscaping, the applicant shall submit a permit application consistent with the applicant's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.

- b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
- c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Division for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved



construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Always implement Best Management Practices (BMP's).
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

5. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

**N. FINAL SUBDIVISION MAP REQUIREMENTS**

1. The Final Subdivision Map submittal per each individual phase, excluding the initial large lot Parcel Map intended for the subdivision of parcels for phasing, shall include all the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:
  - a. Improvement security in one of the following forms:
    - i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
    - ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
    - iii. An irrevocable letter of credit in form acceptable to the City Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.
  - b. An original, signed subdivision agreement, to be executed by the subdivider or his agent, guaranteeing the completion of the construction of the improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.
  - c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.

- d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the city, if required by the subdivider; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.
- e. Deeds for the easements or rights-of-way for road purposes map.
- f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.
- g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rights-of-way as may be required by the city for the purpose use and convenience of the roads.
- h. A surety bond acceptable to the city, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, when applicable.
- i. Payment of map maintenance fee.
- j. Payment of the assessment district apportionment fee, if applicable.
- k. Consent and election form for annexation into Police Services Fee CFD.
- l. Evidence of payment of Contra Costa County Flood Control District fees.
- m. A preliminary soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The preliminary soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no preliminary analysis is necessary.



2. Concurrent with submittal of the first Final Subdivision Map, the applicant shall submit a consent and election form for annexation into all required districts, including Community Facilities District and Lighting and Landscape District.
3. All easements of record that are no longer required and affect individual lots or parcels within this project site shall be removed prior to or concurrently with the recordation of the Final Subdivision Map.

**O. MITIGATION MONITORING AND REPORTING PROGRAM**

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.

**P. PROJECT SPECIFIC CONDITIONS**

1. All private streets shall be HOA maintained.
2. All private streets shall have sidewalks on both sides to the satisfaction of the City Engineer.
3. Right-of-way shall be acquired from Pacific Gas & Electric (PG&E) for the construction and dedication of Hillcrest Avenue to the City at no cost to the City.
4. Roadways may be configured for storm water treatment directed towards center medians, designs shall be as approved by City Engineer.
5. A four (4)-lane Hillcrest Avenue bridge over Sand Creek shall have a width of 92' edge to edge or as approved by the City Engineer.
6. Hillcrest Ave shall have a right-of-way width of 112' and designed with a minimum traffic index (TI) of 8 and a minimum pavement thickness of 6" AC over 16" Class II AB.
  - The Creekside Project shall dedicate the entire 112' right-of-way width for Hillcrest Avenue.
  - The Creekside Project shall build Interim Hillcrest Avenue, which shall include full frontage improvements on the east and west side including curb, gutter, 6' sidewalk, and landscaping.
  - Construction of northbound and southbound #2 travel lanes shall include bike lanes, interim 40'-wide concrete median curb, center median LED streetlights, and center median landscaping.
  - Ultimate Hillcrest Avenue in a four (4) lane configuration including ultimate median islands shall be the responsibility of future development.

- Medians and shoulders shall be landscaped to the satisfaction of the City Engineer.
7. Slope on westerly frontage of Hillcrest Avenue shall be 3:1 maximum.
  8. An emergency vehicle access shall be provided and design shall be satisfactory to Contra Costa County Fire Protection District and as approved by the City Engineer.
  9. Curb ramps shall be installed per current ADA standards on the corners of the intersections for the following locations:
    - 'I' Street and Hillcrest Avenue
  10. 'I' street shall be a public street and have a full right-of-way width of 60'.
  11. A reimbursement agreement shall be conditioned onto future development of adjacent properties (APNs 057-050-021 & 057-042-006) in order to provide reimbursement for the fair share of design and construction costs of 'I' street and oversized utilities. Total costs shall be submitted to the City after completion of construction and fair share amounts shall be determined and approved by the City Engineer.
  12. Minimum pavement thickness and design for this development shall be as follows:
    - Public Streets ('I' Street): width of 60', TI = 6, and 4" AC over 12" CL II AB.
    - Private Streets (Streets labelled 'A', 'B', 'C', 'D', 'E', 'F', 'G' and 'H'): widths may vary subject to the approval of the City Engineer, TI = 6, 4" and AC over 12" CL II AB.
  13. Trail system pathways shall be a minimum width of 10' feet with concrete or asphalt concrete.
  14. 6' masonry sound wall shall be installed on the backs of all residential lots and sides of corner lots along the frontage of Hillcrest Avenue. Decorative stone veneer pilasters shall be located at regular intervals of between 8 and 25 feet, to the satisfaction of the Community Development Department staff. Pilasters may be located further than 25 feet apart provided additional vertical design enhancements are vertical design enhancements are

provided and reviewed and approved by the Planning Commission as part of the Design Review process.

15. Fencing around stormwater detention basin, Parcel 'D' shall be wrought iron fencing or as approved by the City Engineer.
16. Project shall comply with all recommendations from the Traffic Impact Analysis (TIA) and Environmental Impact Report (EIR).
  - A new traffic signal to be installed at the intersection of 'B' Street and Hillcrest Avenue (Main entry to the development).
  - Sand Creek Road/Hillcrest Avenue traffic signal to be modified.
  - Any other traffic related modifications, lane widening, turn lanes as identified in the Traffic Impact Analysis (TIA), including payment of regional fees.
  - All costs shall be borne by the developer.
17. All park and picnic equipment and materials are to follow current City standards or as approved by the City Engineer.
18. No in-between lot openings shall be allowed for ingress/egress or utility crossings.
19. As recommended by the Parks and Recreation Commission, the following conditions shall apply:
  - a. The Creekside Vineyards at Sand Creek project shall meet its park land dedication requirements through the payment of park-in-lieu fees in the amount of \$330,000;
  - b. The "private park" shall meet all the City's Park Design Standards current at the time of the park's construction; and
  - c. The City will consider a park-in-lieu fee credit based on the detail park parcels "B" and "C" submittal incorporating the "local park basic elements" and meeting the qualification criteria per Code Section 9-4.1010(C) and (D)(6).
20. The project shall be built in conformance with the Design Guidelines (Exhibit C) unless modified by conditions of approval. Any deviation from or modification to the Design Guidelines shall be approved by the Planning Commission.

**Q. PHASING CONDITIONS**

1. Prior to development of any phase of the subdivision, the applicant shall secure a use permit and design review approval from the Planning Commission for that phase.
2. The order and phasing boundaries of project construction shall conform to the proposed Phasing Plan, dated December 10, 2019, Exhibit A to this resolution. Proposed changes to the Phasing Plan shall be submitted to the City prior to or in conjunction with the use permit application required for the affected phase(s). Changes in the Phasing Plan are subject to approval by the Zoning Administrator or the Planning Commission. Use permit applications are subject to approval by the Planning Commission.

3. **Phase One:**

Prior to the issuance of the 1st building permit within Phase One, the following improvements shall be completed to the satisfaction of the City Engineer:

- a. Hillcrest Avenue from the intersection at Sand Creek Road south to 'B' Street, including the bridge over Sand Creek.
- b. Interim Hillcrest Avenue shall be constructed with east and west side curb, gutter, sidewalk and landscaping including Parcel H, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities from the bridge over Sand Creek to the south curb returns of 'B' Street. The transition from the bridge section shall be as approved by the City Engineer. Improvements shall include conduits and pull boxes for the portion of a traffic signal at Hillcrest Avenue and 'B' Street located within the improvement limits, all as approved by the City Engineer.
- c. 'B' Street (Neighborhood Entry): 'B' Street shall be fully constructed from Hillcrest Avenue to the Community Site including lighting and median and right of way landscaping.
- d. Parcel B (Community Site): The community park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.



- e. Parcel C (Park): The park and trail design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- f. Parcel G (Park): The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.
- g. Parcel D (Detention Basin): Parcel 'D' shall be fully constructed.

Prior to the issuance of the 75th building permit and the 30th Certificate of Occupancy, the following improvements shall be completed to the satisfaction of the City Engineer:

- h. Heidorn Ranch Road EVA Connection as required by CCCFPD.
- i. Parcel B (Community Site): Park shall be fully constructed.
- j. Parcel C (Park): Park shall be fully constructed.
- k. Parcel G (Park): Park shall be fully constructed.

4. **Phase Two:**

Prior to the issuance of the 1st building permit for a lot within Phase Two, the following shall be completed to the satisfaction of the City Engineer:

- a. Hillcrest Avenue/'B' Street Traffic Signal: The applicant shall fully construct a traffic signal at the intersection of Hillcrest Avenue and 'B' Street. Upon concurrence of the applicant and the City, the applicant may deposit payment into the City's traffic signal account for traffic signal design and construction.
- b. Remaining portion of interim Hillcrest Avenue through to 'G' Street shall be fully constructed with east side and west curb, gutter, sidewalk and landscaping including Parcel I, 12' northbound and southbound #2 travel lanes with 8' bike lanes, interim 40'-wide landscaped median with concrete median curbs, median LED streetlights, and all utilities, including interconnect conduit and pull boxes. Improvements shall include conduits and pull as approved by the City Engineer.

5. **Phase Three:**

Prior to the issuance of the 1st building permit for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

- a. 'I' Street: 'I' Street shall be fully constructed from Hillcrest Avenue westerly to the Phase boundary, including lighting. The easterly connection to Hillcrest Avenue will be in an interim manner, as approved by the City Engineer.
- b. Parcel O (Detention Basin): Parcel 'O' shall be fully constructed.
- c. Parcel J (Park): The park design shall be approved by the Parks and Recreation Commission and/or Planning Commission, in conformance with Antioch Code Article 10, Section 9-4.1001 thru 1014.

Prior to the issuance of the 10<sup>th</sup> Certificate of Occupancy for a lot within Phase Three, the following shall be completed to the satisfaction of the City Engineer:

- d. Parcel J (Park): Park shall be fully constructed.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 23<sup>rd</sup> day of March, 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

**ABSENT:** None

**ABSTAIN:** None

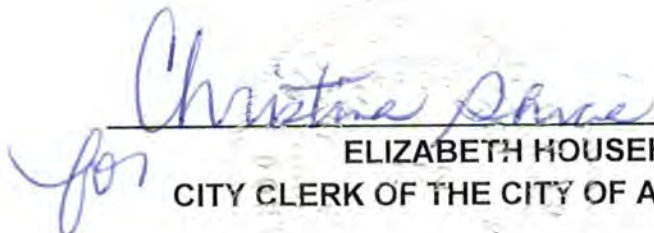
  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

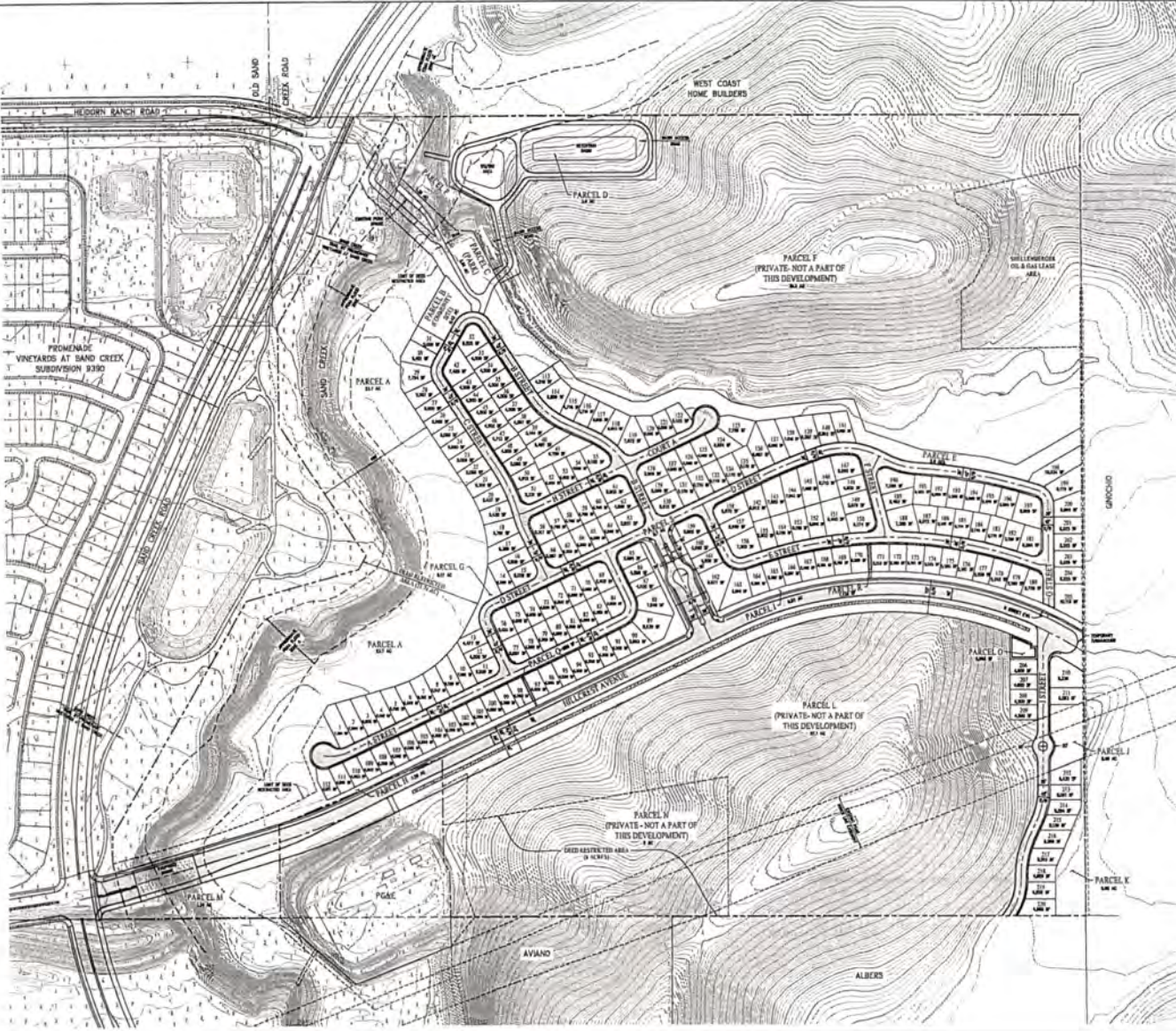
EXHIBIT A  
VESTING TENTATIVE SUBDIVISION MAP







B27



VICINITY MAP

LEGEND

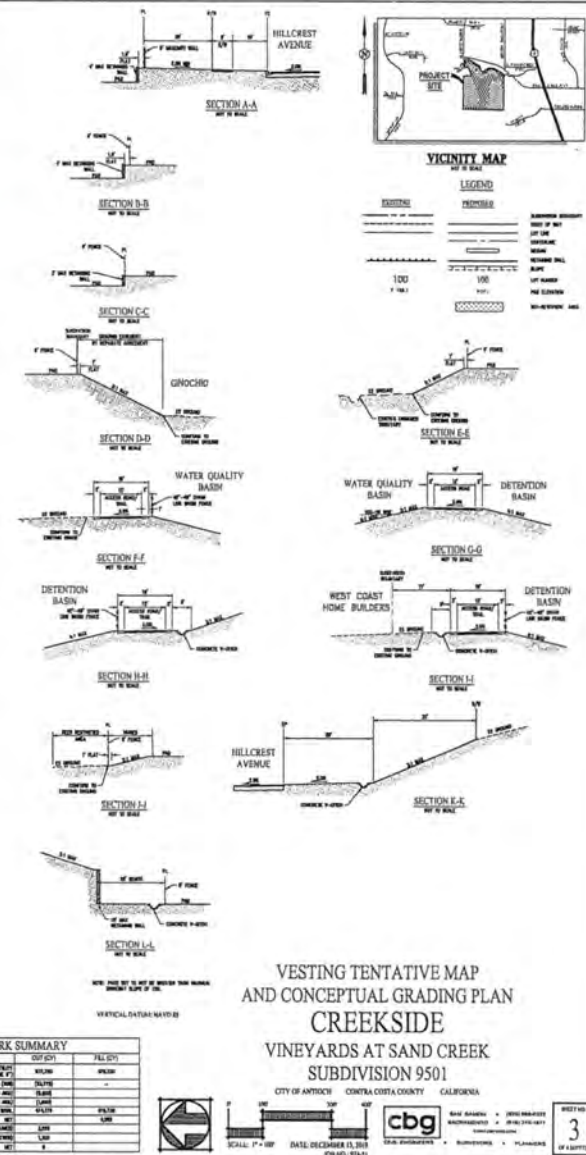
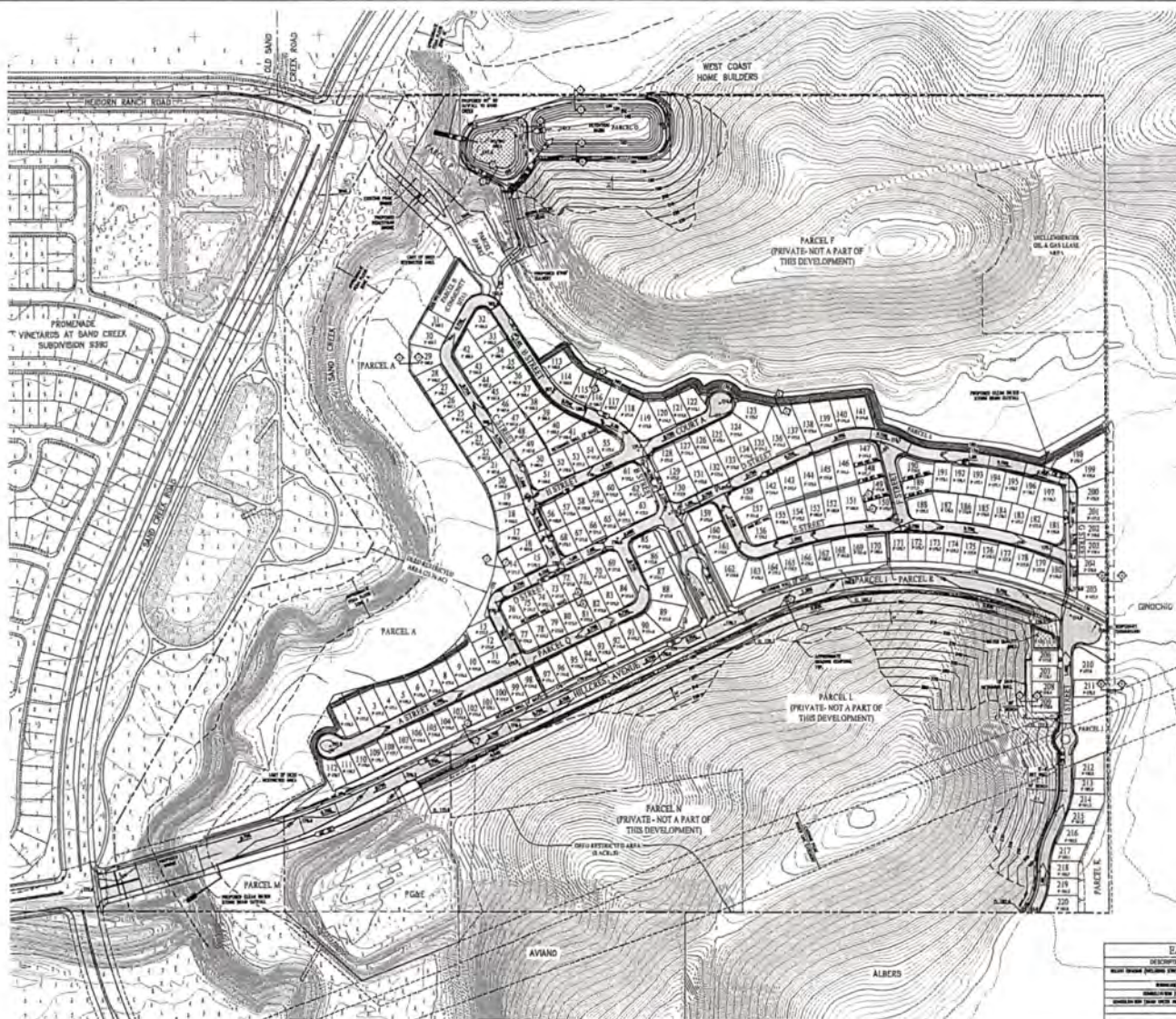
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VESTING TENTATIVE MAP  
AND LOT AREA PLAN  
CREEKSIDE  
VINEYARDS AT SAND CREEK  
SUBDIVISION 9501

CITY OF ANTONIO    COMALA COCHA COUNTY    CALIFORNIA

SCALE: 1" = 100'    DATE: DECEMBER 15, 2014    (SHEET 2 OF 2)









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VESTING TENTATIVE MAP  
AND CONCEPTUAL UTILITY PLAN  
**CREEKSIDE**  
VINEYARDS AT SAND CREEK  
SUBDIVISION 9501

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

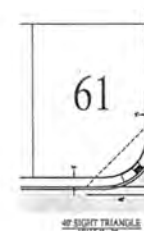
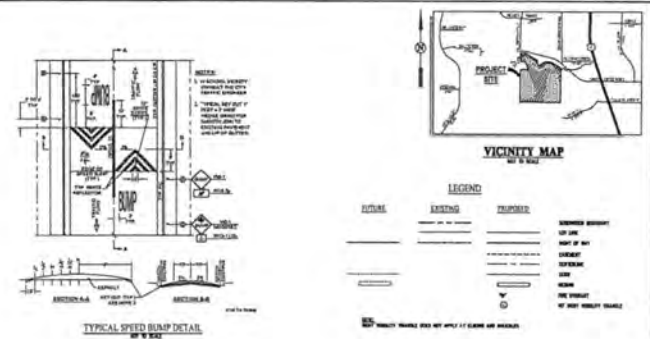
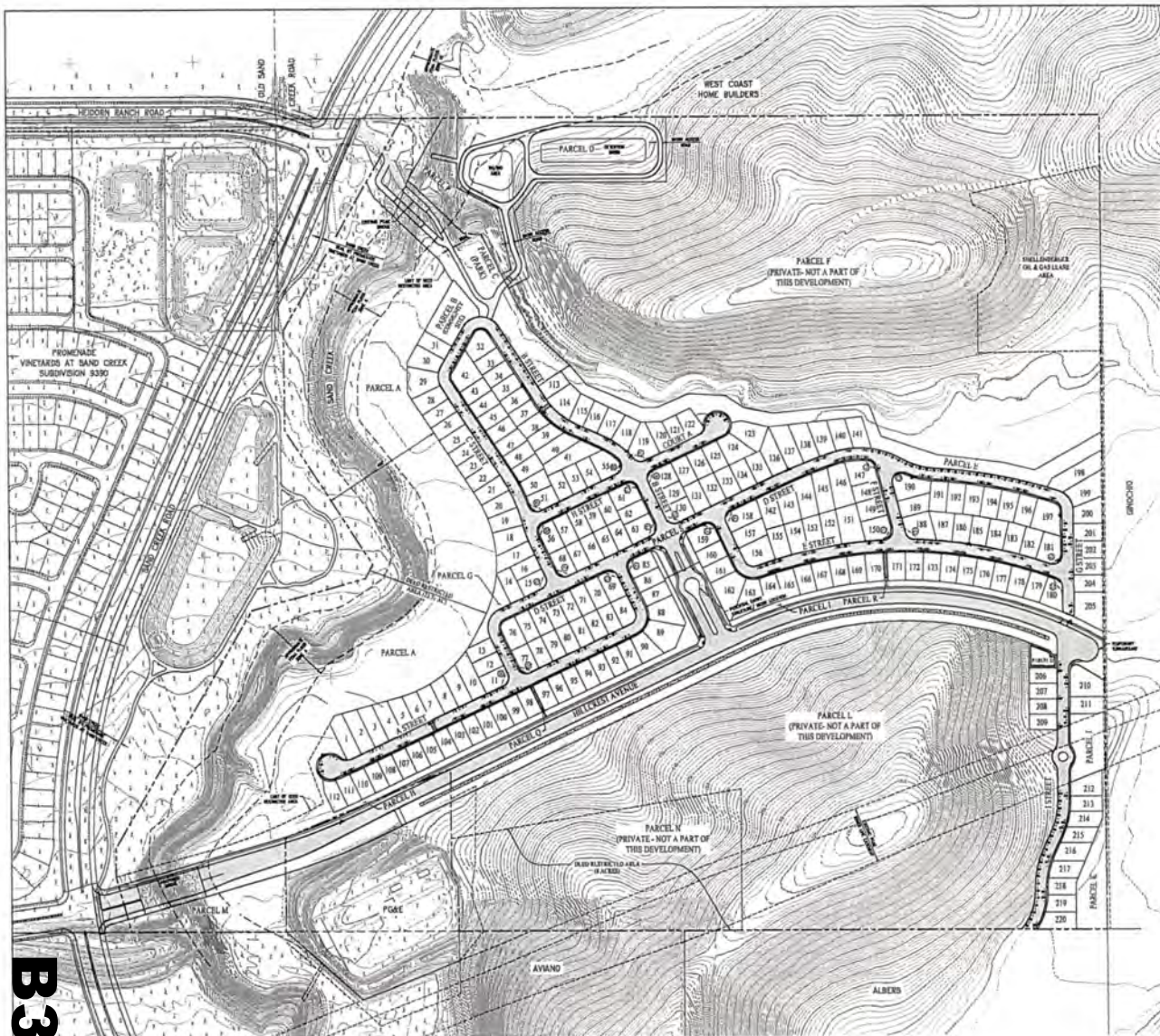


**cbg** Clark Building Group

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EAC@cbg.com • (303) 276-1877  
[www.cbg.com](http://www.cbg.com)

Clark, Engineering • Surveying • Planning





| FURNING TYPE                   | FURNING RELATED |                  | FURNING METHOD |                  |
|--------------------------------|-----------------|------------------|----------------|------------------|
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| SHOULDER JOINTING              | 1 SPACE/IN      | ALL SPACES       | 1 SPACE/IN     | ALL SPACES       |
| STAY JOINTING (ON-BOARD)       | 1 SPACE/IN      | ALL SPACES       | —              | ALL SPACES       |
| OVER BOARD (ON-BOARD) JOINTING | —               | —                | —              | ALL SPACES       |
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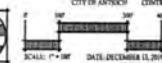
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VESTING TENTATIVE MAP  
AND PARKING PLAN  
CREEKSIDE  
VINEYARDS AT SAND CREEK  
SUBDIVISION 9501

CITY OF ANTIPOH    CENTRA COSTA COUNTY    CALIFORNIA



출판사: 도서출판한울 \* (주)한울 9999-01234  
등록번호: 2000-000000000 \* (주)한울 1234-5678  
www.hanul.co.kr

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**LEGEND**

IN THIS BOOK MAKE US

ALWAYS USE THE SAME

UNITS AND THE SAME

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VESTING TENTATIVE MAP AND LARGE LOT FINAL MAP  
CREEKSIDE  
VINEYARDS AT SAND CREEK  
SUBDIVISION 9501

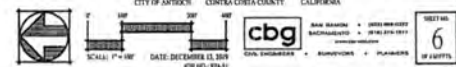


EXHIBIT B  
PHASING MAP







**EXHIBIT C**  
**DEVELOPMENT STANDARDS AND DESIGN GUIDELINES**

The Development Standards and Design Guideline booklet is available on the City of Antioch website at <https://www.antiochca.gov/fc/community-development/planning/ProjectDOCs/GP-19-06.pdf>.

EXHIBIT D  
RESOURCE MANAGEMENT PLAN

**DRAFT  
RESOURCE MANAGEMENT PLAN  
CREEKSIDE  
CITY OF ANTIOCH, CALIFORNIA**

**August 14, 2020**

**Prepared for**

GBN Partners, LLC  
3820 Blackhawk Road  
Danville, California 94506

Attention: Ms. Lisa Borba

**Prepared by**

Monk & Associates, Inc.  
1136 Saranap Avenue, Suite Q  
Walnut Creek, California 94595  
Contact: Mr. Zach Stratton



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- Figure 1. The Creekside Project Site Regional Map.
- Figure 2. The Creekside Project Site Location Map.
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**ATTACHMENTS**

- Attachment A. Biological Resources Analysis: Project Description Areas for Creekside, CBG, November 7, 2019.

## 1. INTRODUCTION

The Resource Management Element of the City of Antioch's General Plan requires the preparation of a "Resource Management Plan" for properties located within the Sand Creek Focus Area. Specifically, the General Plan states: "Because of the sensitivity of the habitat areas within the Sand Creek Focus Area, and to provide for mitigation of biological resources impacts on lands in natural open space, as well as for the long-term management of natural open space, a project-specific Resource Management Plan based on the Framework Resource Management Plan attached as Appendix A to this General Plan shall be prepared and approved prior to development of the Sand Creek Focus Area properties." (Section 4.0, Land Use, City of Antioch General Plan).

The purpose of the Resource Management Plan is to (1) determine the significance of the resources found onsite and their relationship to resources in the surrounding area; (2) define areas that should be maintained as open space, based on the significance of the onsite resources and their relationship to resources in the surrounding area; and (3) identify mechanisms to protect and manage open spaces. [City of Antioch General Plan, § 10.3.2e] The General Plan includes a "Framework Resources Management Plan" (Framework) [City of Antioch General Plan, Appendix A]. The Framework provides the criteria that subsequent Resource Management Plans should use to evaluate the significance of any onsite natural resources within the Sand Creek Focus Area, and their relationship to the surrounding area, and to determine the appropriate amount and type of mitigation for impacts to onsite natural resources.

The Framework takes a broad and integrated approach to natural resources within the Sand Creek Focus Area. The approach is based on three, specifically enumerated, principles of conservation biology, which this Resource Management Plan has employed. First, the onsite biological resources are considered in terms of their contribution to natural communities at a regional scale. Second, the framework utilizes the concept of landscape corridors to link existing areas of preserved habitat. Third, methods for minimizing and mitigating the adverse effects of development are addressed under the Framework. These three principles are addressed in this Resource Management Plan for the Creekside project, presented below.

## 2. PROPERTY LOCATION AND SETTING

The approximately 158.2-acre proposed project site, which is all of Assessor's Parcel Number (APN) 057-050-024, is located west of Highway 4 and south of Lone Tree Way in the City of Antioch, Contra Costa County, California (Figures 1 and 2). The Development Area is 58.9 acres onsite, and 1.9 acres offsite, with the remaining 97.5 acres remaining as private open space. The site is generally rectangular; however, the northern boundary is an irregular shape, following the alignment of Sand Creek. Sand Creek flows west to east adjacent to the northern boundary of the project site and eventually flows into Marsh Creek in the City of Brentwood. The project site has been dry-land farmed since the 1930s and consists primarily of non-native vegetation, although it is also subject to a number of energy and communication easements and is within the historical boundaries of the Brentwood Oil & Gas Field.

The project site is surrounded by undeveloped land to the east, south, and west. The northern boundary of the project site includes a 400-foot wide, 23.7-acre, "Sand Creek Buffer Area" that

includes a portion of Sand Creek and approximately 200 feet on either side of the creek's centerline. The area immediately west of the proposed development area includes approximately 8 acres that are subject to a deed restriction that generally prevents any future disturbance of this 8 acres (dedicated open space). The east side of the project site is also generally bordered by undeveloped land. Like the project site, the adjacent undeveloped areas are subject to numerous energy and communication easements and are within the historical boundaries of the Brentwood Oil & Gas Field. Currently, there is one active oil and gas lease area (the "Shellenberger Lease"), which is located near the project site's southeastern border. Old utility access roads and existing pipelines run below ground and cross Sand Creek.

The project site is located in an area of Antioch that is rapidly transitioning from agricultural uses to residential and commercial development. The parcel directly north of the project site is the Vineyards at Sand Creek/Promenade Project Site ("Promenade Project"), a 650-unit residential development that is currently under construction. The "Aviano Development Project," which is also currently under construction is located to the northwest of the project site. To the west is a PG&E facility and privately-owned land planned for future residential development in the City of Antioch's General Plan. Figures 2 and 3 provides an aerial photograph that shows the project site features and the surrounding land uses.

### 3. PROPOSED PROJECT

The Creekside Project is the second phase of the Vineyards at Sand Creek Residential Community (the first phase being the Promenade Project) and includes the development of approximately 220 single-family units on the approximately 58.6-acre project site. The project will include housing, landscaped areas, roadways, and utility improvements, as illustrated on the attached exhibit entitled: *Biological Resources Analysis: Project Description Areas for Creekside*, prepared by CBG, dated November 7, 2019 (Attachment A).

The main water quality detention basin area is proposed east of the residential area, adjacent to Sand Creek. Two detention basins will collect and treat stormwater for the majority of the residential development. Treated stormwater from these two basins will flow north into Sand Creek via an outfall structure constructed on the south side of the existing outfall facility previously constructed by the Promenade Project.

A second "clean water" outfall into Sand Creek is proposed adjacent to a southern extension of Hillcrest Avenue (bridge, roadway and utilities), north of the residential area. Natural drainage from the northern portion of the adjacent western hillslope will be collected and discharged via this outfall structure. A third "clean water" stormwater outfall (dispersal point) is proposed east of the residential area, at the far southern end of the project site. Natural drainage from the southern portion of the western hillslope will be collected, treated and dispersed.

Dry utilities and water lines will be installed within the proposed Hillcrest Avenue bridge to connect to utilities in Hillcrest Avenue. A second EVA/pedestrian bridge will be constructed adjacent to and 25-feet west of the existing PG&E bridge in the northeastern corner of the site; water, sewer, and dry utilities will be attached to that EVA/pedestrian bridge to connect with existing utilities in Heidorn Ranch Road.



This development also will require offsite grading on approximately 11 acres located adjacent to the project site (“Offsite Grading Areas”). The Offsite Grading Areas, shown on Attachment A, will be contoured and hydroseeded.

#### 4. MITIGATION

The City’s Draft Environmental Impact Report for the Creekside/Vineyards at Sand Creek Project (EIR) (City of Antioch, July 2020) found the project will impact 60.7 acres that provide suitable habitat for special status species, and that the appropriate mitigation for these impacts is the preservation, at a minimum 1:1 ratio, of suitable offsite habitat or through the purchase of species mitigation credits or by participation in the East Contra Costa County Habitat Conservation Plan and Natural Communities Conservation Plan (HCP/NCCP) if available. As described in the City’s Draft EIR, the offsite habitat must provide certain habitat qualities, such as grasslands and proximity to occupied dispersal habitat or known breeding habitat. GBN Partners, LLC is currently evaluating potential mitigation property that will satisfy the EIR mitigation measures. Consistent with the EIR, an offsite mitigation site would need to be managed to benefit a complement of known locally occurring listed species, including California red-legged frogs (*Rana draytonii*), the California tiger salamander (*Ambystoma californiense*), and San Joaquin kit fox (*Vulpes macrotis*).

#### 5. NATURAL COMMUNITIES

The Framework identifies four natural communities within the Sand Creek Focus Area that must be considered: (1) Grassland; (2) stream and riparian; (3) chaparral, scrub and rock outcrop; and (4) oak woodland and savannah. According to the Framework, these natural communities support “umbrella” and other special status species. The Framework addresses the relationship between these natural communities and the existing preserved lands located in regional proximity to the Focus Area. Resource Management Strategies for each of the natural communities are also addressed by the Framework. Each of the natural communities, their presence on the Creekside property, and the applicability of the Framework’s Resource Management Strategies are discussed below.

##### 5.1 Grassland Community

The Framework defines grassland communities as areas that are vegetated by both annual and perennial grasses, with lesser amounts of forbs that are commonly used as rangeland. Grassland communities include areas that have been “lightly cultivated for dryland farming in some years, which retain key ecological characteristics of grassland under this use.” The Framework excludes areas “that have been intensively cultivated in most years” from grassland communities [City of Antioch General Plan, App. A, p.4]. In the east Contra Costa County area immediately surrounding the Focus Area, the Framework recognizes relatively narrow bands of grasslands that extend west from the Altamont Pass area to the southeast of the Focus Area, through the cities of Brentwood and Antioch, and along the north flank of Mt. Diablo and into East Bay Regional Park District (EBRPD) lands to the west of the Focus Area [City of Antioch General Plan, App. A, p.4].

Habitats and species the Framework typically associates with the grassland community include a small number of vernal pools (some with vernal pool fairy shrimp (*Branchinecta lynchi*)) located

in the eastern part of the Focus Area, San Joaquin kit fox, California tiger salamander, burrowing owl (*Athene cunicularia*), and Alameda whipsnake (*Masticophis lateralis euryxanthus*) (in grasslands within several hundred feet of chaparral, scrub and rock outcrops) [City of Antioch General Plan, App. A, pp. 5-7]. The San Joaquin kit fox and burrowing owl are considered “umbrella” species by the Framework, although the Framework recognizes that the Focus Area is at the northerly edge of the kit fox’s range and the kit fox’s presence within the Focus Area would only be on an irregular basis in very small numbers. The Framework describes the distribution of burrowing owls in and around the Focus Area as variable.

Significant areas of grasslands west, northwest and south of the Focus Area have been set aside in regional parks and permanent open spaces. The Framework recommends preserving grasslands in and around the Focus Area that are connected to these existing grasslands. Within the Focus Area, the Framework classifies strategic grassland communities that should be targeted for preservation. Grasslands east of Deer Valley Road (the Creekside project site is in this area) are classified as the least important for preservation, areas in the Lone Tree Valley between Deer Valley Road and Empire Mine Road have intermediate strategic value (where adjoining land uses are urban on one side), and areas west of Empire Mine Road and in Horse Valley have the highest strategic value (where adjoining parkland and open space are preserved for natural values) [City of Antioch General Plan, App. A, p.10]. Outside of the Focus Area, the Framework recommends closing the “gap” between Cowell Ranch and Black Diamond Mines Regional Preserve by preserving the grassland community within Horse Valley and Deer Valley, and lands between those two valleys [City of Antioch General Plan, App. A, p.10].

Consistent with these recommendations, the Framework identifies the following Resource Management Strategies for Grassland Corridors in the Focus Area [City of Antioch General Plan, App. A, p.11]:

- Designate a portion of the lands in the Focus Area adjacent to EBRPD (shown on Figure 8 of the Framework) preserved lands as natural open space.
- Designate the Horse Creek watershed portion (shown on Figure 8 of the Framework) of the Focus Area as natural Open Space.
- Provide incentives to preserve linkages and corridors between EBRPD lands and existing open grasslands to the south of the Focus Area.

#### 5.1.1 GRASSLAND COMMUNITIES AT THE CREEKSIDE PROJECT SITE

The Creekside project site has been actively farmed for more than 80 years, and does not represent a true “grassland community” under the Framework. However, it has retained some ecological characteristics of a grassland community. Although the site has been disked routinely since the 1930s greatly reducing the probability of western burrowing owl to occur, the margins of the farmed areas of the project site provides suitable habitat conditions, albeit marginal habitat, for this owl.

The site also provides potential migration habitat for San Joaquin kit fox, although the site does not provide suitable sized burrows for denning, based on surveys conducted by M&A biologists.

The closest CNDDDB record for this species was recorded in the 1970s and is located 2.75 miles south of the project site (Occurrence No. 936). However, independently conducted surveys cited in *Relative Abundance of Endangered San Joaquin Kit Fox (Vulpes macrotis mutica) Based on Scat-Detection Dog Surveys* (Smith et. al. 2006) were unable to document presence of San Joaquin kit fox in Contra Costa County, suggesting that it is likely that San Joaquin kit fox is extirpated from Contra Costa County.

The closest record for California tiger salamander occurs 0.25- mile south of the project site (CNDDDB Occurrence No. 856). California tiger salamander larvae are recorded to occur in a pond at this location. There are eight additional California tiger salamander records known from within two miles of the project site. Regardless, the project site has been disked and farmed annually since the early 1930s. Ground squirrel control has been actively practiced on the project site for decades and accordingly, subterranean refugia available for California tiger salamander is rare, at best, in the vicinity of the project site. Due to an absence of suitable refugia on the farmed project site, it does not provide suitable over- summering upland habitat for California tiger salamander. In addition, the project site supports no potential (aquatic) breeding habitat that could be used by this salamander. As such, no suitable California tiger salamander breeding or over-summering habitat will be affected by the proposed project.

The closest record for Alameda whipsnake is located 3.5 miles west of the project site (CNDDDB Occurrence No.68). The project site does not provide "core habitat" for the Alameda whipsnake (i.e., there are no chaparral and coastal scrub communities within the project site), and the closest core habitat is located approximately 3 miles from the project site. As such, no suitable Alameda whipsnake habitat will be affected by the proposed project.

As the Creekside project site is not adjacent to EBRPD lands or other preserved open space areas, most of the Resource Management Strategies listed above do not apply to the project site. However, the project will preserve linkages and wildlife corridors; Sand Creek, located just north of the project site, provides a valuable wildlife corridor with suitable cover, foraging, water resources, and migration pathways that lead to other natural habitats. Wildlife corridors are linear and/or regional habitats that provide connectivity to other natural vegetation communities within a landscape fractured by urbanization and other development. Wildlife corridors have several functions: 1) they provide avenues along which wide-ranging animals can travel, migrate, and breed, allowing genetic interchange to occur; 2) populations can move in response to environmental changes and natural disasters; and 3) individuals can recolonize habitats from which populations have been locally extirpated (Beier and Loe 1992). All three of these functions can be met if both regional and local wildlife corridors are accessible to wildlife. Sand Creek provides a local wildlife corridor for common mammals and birds such as raccoon (*Procyon lotor*), opossum (*Didelphis virginiana*), gray fox (*Urocyon cinereoargenteus*), coyote (*Canis latrans*), red-tailed hawk (*Buteo jamaicensis*), great horned owl (*Bubo virginianus*) and Nuttall's woodpecker (*Picoides nuttallii*) among many others. Medium and large mammal movements along this creek will remain unaffected by the proposed project. Also, the diverse riparian woodland provides important avian habitat that is used seasonally by migrant species and year-round by resident birds. The project as currently proposed would not adversely impact wildlife movement corridors.



## 5.2 Stream and Riparian Community

The Framework defines the stream and riparian community as areas where water flows in discrete paths, ranging from small swales to substantial streams. Within the Focus Area, this community comprises less than 2% of the landscape, but is widely distributed [City of Antioch General Plan, App. A, p.7]. The stream and riparian community in the Focus Area flows from west to east, and drains to watersheds located outside of the Focus Area. Sand Creek is the primary stream community, and a portion of upper Horse Valley Creek is located in the southern extension of the Focus Area. The stream and riparian community within the Focus Area does not provide a key linkage and movement corridor for many species, but the California red-legged frog is identified as a species associated with the Focus Area's riparian community. [City of Antioch General Plan, App. A, pp.7-8].

The Resource Management Strategies for stream and riparian communities within the Framework recommends an open space corridor on both sides of Sand Creek, within which no grading or other development would occur [City of Antioch General Plan, App. A, p.14]. The Framework does not require complete avoidance of the creek or specify the size of the open space corridor, but it does suggest evaluating whether the General Plan's recommended 250 foot creek corridor (roughly 125 feet on either side of the creek centerline) is sufficient to buffer the creek from any adjoining golf and residential development.

### 5.2.1 STREAM AND RIPARIAN COMMUNITIES AT THE CREEKSIDE PROJECT SITE

Sand Creek flows west to east just north of the project site boundary. The creek receives urban runoff from developments to the northwest, and from a larger as yet undeveloped watershed further to the northwest. The average distance between ordinary high water marks (OHWM) in Sand Creek is 12 feet and it is approximately 70 to 150 feet wide between the top-of-banks. Sand Creek is incised approximately 20 feet down below the existing grade of the project site; it has steeply-sloped banks and a flood plain terrace near the top of banks on each side of the thalweg. Scattered riparian woodland is associated with Sand Creek. Tree species found in the riparian woodland along Sand Creek include valley oak (*Quercus lobata*), California buckeye (*Aesculus californica*), bluegum eucalyptus (*Eucalyptus globulus*), arroyo willow (*Salix lasiolepis*), and big-leaf maple (*Acer macrophyllum*). The open non-canopied habitats within Sand Creek allow for localized occurrences of herbaceous and shrubby understories. California rose (*Rosa californica*) grows in dense thickets along portions of the creek, while sneezeweed (*Helenium puberulum*), California sagebrush (*Artemisia californica*), California mugwort (*Artemisia douglasiana*), and white sweetclover (*Melilotus albus*) are scattered along the creek banks and at the water line. Annual beardgrass (*Polypogon monspeliensis*), cattails (*Typha latifolia*), brown-headed rush (*Juncus phaeocephalus* ssp. *paniculatus*), Baltic rush (*Juncus balticus* ssp. *ater*) and water cress (*Nasturtium officinale*) grow in scattered locations in the creek channel as well.

The closest known CNDDDB record of California red-legged frog is 0.70-mile west of the project site within Sand Creek (CNDDDB Occurrence No. 933). In addition, there are three additional CNDDDB records of this frog within 2 miles of the project site. Consequently, Sand Creek is regarded as occupied, and the lands adjacent to the creek including the project site constitute potential upland dispersal habitat for this frog.

The project as currently proposed would not adversely impact wildlife movement corridors since the Creekside Project will remain outside of a 400-ft wide (23.7-acre) Sand Creek Buffer Area that is subject to an existing deed restriction that will preserve the Buffer Area in its existing undeveloped condition. The two outfall structures and the two clear span bridges over Sand Creek will not impact the value of this wildlife corridor.

### **5.3 Chaparral, Scrub and Rock Outcrop Community**

According to the Framework, the chaparral, scrub and rock outcrop community occurs on thin-soiled areas that may contain chaparral, grasses, and broadleaved herbs, or may support minimal vegetation [City of Antioch General Plan, App. A, p.8]. The rock outcrop community is generally limited to ridgetops, and excludes grassland and oak woodland or savannah on deeper soils. Within the Focus Area, this community is found primarily in the western part of the Focus Area, and otherwise extends eastward only on the ridges on either side of Sand Creek. The Framework associates the Alameda whipsnake with this community, in the southwestern part of the Focus Area [City of Antioch General Plan, App. A, p.8].

#### **5.3.1 CHAPARRAL, SCRUB AND ROCK OUTCROP COMMUNITIES AT THE CREEKSIDE PROJECT SITE**

The project site does not support a chaparral, scrub or rock outcrop community.

### **5.4 Oak Woodland and Savannah Community**

The Framework defines the oak woodland and savannah community as typified by one or more species of oaks, and generally located on moist north-facing slopes [City of Antioch General Plan, App. A, p.9]. Non-native trees and vegetation, such as eucalyptus trees are excluded from the community by the Framework. No sensitive species are associated with the oak woodland and savannah community within the Focus Area.

#### **5.4.1 OAK WOODLAND AND SAVANNAH COMMUNITIES AT THE CREEKSIDE PROJECT SITE**

There are a number of eucalyptus and other non-native trees on the project site. Scattered riparian woodland is associated with Sand Creek, an intermittent creek that runs west to east along the northern project site's border. Tree species found in the riparian woodland along Sand Creek include valley oak (*Quercus lobata*) trees, among other riparian species. However, there are no oaks on the site, and it does not support an oak woodland and savannah community.

## **6. MITIGATION FOR IMPACTS TO NATURAL COMMUNITIES**

As described in the Framework, impacts to natural communities and their associated special status species from development within the Sand Creek Focus Area is unavoidable [City of Antioch General Plan, App. A, p.11]. However, the magnitude or intensity of the impact from development within the Focus Area is not uniform across the Focus Area. The Framework designates the land within the Focus Area into one of three "Impact Zones" (Zone 1, Zone 2, Zone 3) [City of Antioch General Plan, App. A, pp. 13, and shown on Figure 9 of the Framework].

The Framework recommends in-kind mitigation, with a minimum 1:1 mitigation ratio. By way of example, the Framework explains that mitigation for impacts to California tiger salamander breeding and over-summering habitat "would be required to preserve grassland habitats that

Resource Management Plan  
Creekside Project

support conditions for the tiger salamander in an amount that is equal to or greater than the acreage of the impacted site. Conversely, if the tiger salamander was absent from that site, the preservation lands would not need to contain the specific habitat values for this species" [City of Antioch General Plan, App. A, p.3].

The Framework also recognizes the value of preserving higher quality habitat. Zone 3 lands will generally require the most mitigation, and similarly, the preservation of Zone 3 lands will be given additional mitigation credit, or value, and less mitigation may be required to encourage the preservation of Zone 3 habitats.

These mitigation goals are reflected in the Framework's Resource Management Strategies for Key Grassland Sensitive Resources in the Focus Area [City of Antioch General Plan, App. A, p.12] which encourage:

- Sufficient mitigation for impacts resulting from individual development proposals to adequately protect the habitat of key grassland sensitive resources.
- Carefully tailored mitigation to reflect the relative importance of the specific lands proposed for development.
- Incentives to encourage the purchase of mitigation lands in those areas deemed to be of greater strategic importance to maintaining the integrity of the grassland resources in the region.

The Resource Management Strategies for the Stream and Riparian Community encourage off-site compensatory mitigation for impacts to Sand Creek, particularly on lands designated for grassland community mitigation [City of Antioch General Plan, App. A, p.14].

The Creekside project site is designated as Impact Zone 1, which generally requires the least mitigation (1:1 in-kind mitigation). As described above, the proposed project will impact approximately 60 acres of marginal grassland community ecological characteristics, but nonetheless does provide suitable upland dispersal habitat for the California red-legged frog, suitable habitat for California tiger salamander, and potential migration habitat for the San Joaquin kit fox.

Under the Framework, mitigation for the project's permanent impacts to grasslands should consist of approximately 60.7 acres of land of the same ecological value.

In accordance with the EIR, the project will preserve ecologically suitable mitigation property, at a minimum 1:1 ratio, or secure habitat mitigation credits or participate in the HCP/NCCP if available, prior to the start of construction. The mitigation site will be managed to benefit a complement of known locally occurring listed species, including California red-legged frogs, the California tiger salamander, and San Joaquin kit fox.



## 7. MANAGEMENT OF PRESERVED LANDS

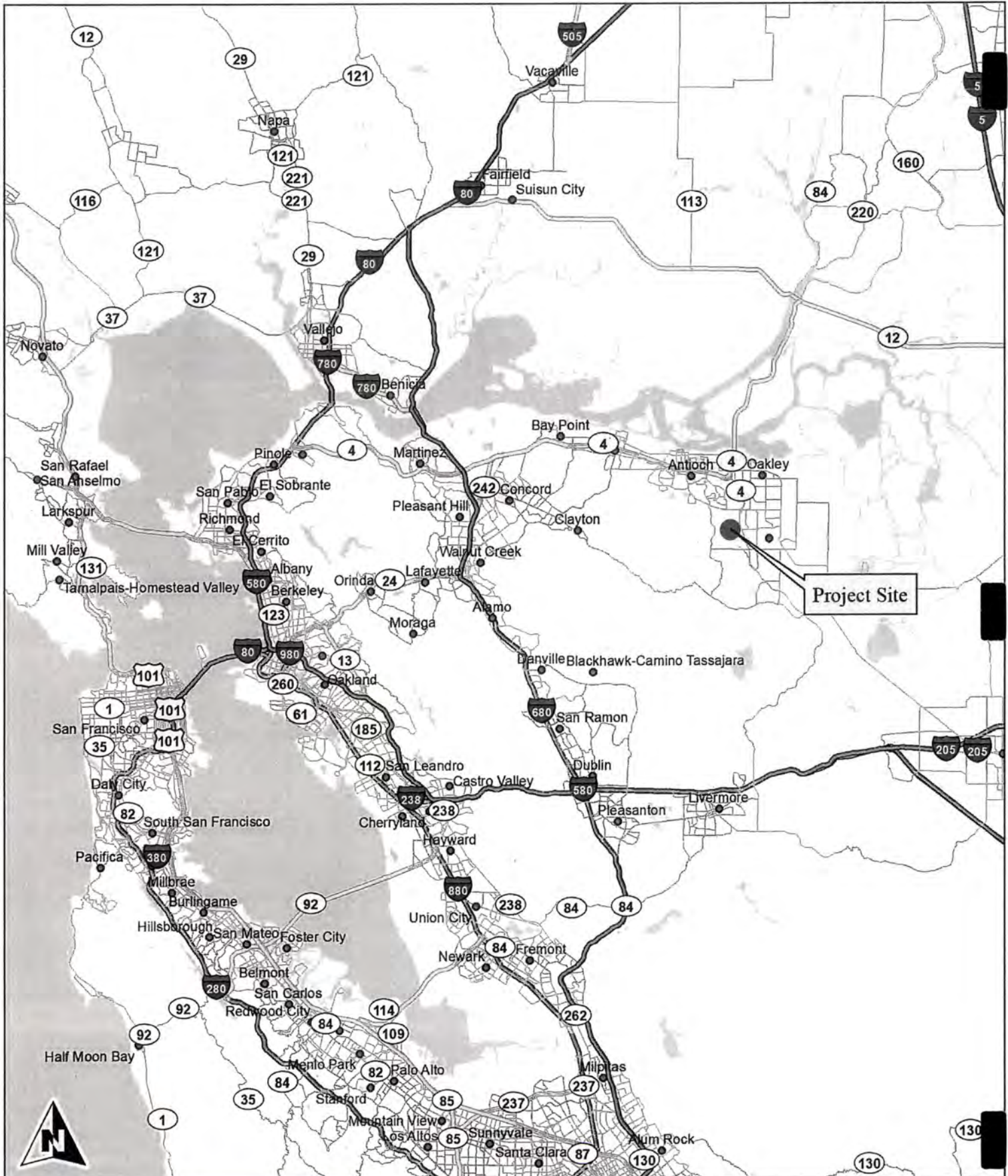
Once lands have been identified for preservation, the Framework recommends preparing a site-specific management plan that addresses the site's key sensitive species, permitted activities (e.g., cattle grazing, new trails in the future), grazing management (if applicable), activities that will not be permitted on the site (such as use of rodenticide, dicing, recreational activities that would require substantial alteration of the habitat, etc.), and the funding mechanism (such as an endowment) to pay for the site's long-term management.

The EIR is consistent with this recommendation, and if mitigation credits are not used, a conservation easement granted to a qualified conservation organization will be recorded over suitable mitigation property, a habitat management plan will be prepared and submitted to the City, and an endowment will be established to pay for the long-term management, maintenance, and monitoring of the mitigation site as described in the City's EIR. Management and monitoring within the mitigation site is likely to include invasive species monitoring (only those species categorized as "high" invasiveness by CAL-IPC) and vegetation management to control such invasive species, grazing to manage vegetation height and abundance, trash removal, fencing maintenance, and special-status species surveys. The habitat management plan will specify the habitat objectives the plan is intended to achieve, a monitoring schedule, the contents and frequency of any monitoring reports. Allowed and prohibited uses, such as when and where the application of pesticides is permitted and prohibited, areas where grazing is not permitted, and other site-specific actions will be addressed in the plan, and in the conservation easement. The conservation easement will also address prohibited activities, such as, commercial or industrial uses, construction and other ground disturbing activities, mining activities, subdivision of the site, removing vegetation other than for habitat management purposes, and most recreational or agricultural activities.

The plan will include sufficient information to determine the cost of implementing the short-term and long-term management and monitoring actions. The project proponent will establish an operational, non-wasting endowment that will provide the Grantee, or other approved land manager with sufficient funds for implementing the plan.

## 8. LITERATURE CITED

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Figure 1. Creekside Project Site  
Regional Map  
Antioch, California

County: Contra Costa  
Map Preparation Date: November 30, 2019

**B48**





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Figure 2. Creekside Project Site  
Location Map  
Antioch, California

37.943112 -121.755134  
7.5-Minute Antioch South quadrangle  
Section 9: T1N R2E  
Aerial Photograph Source: ESRI  
Map Prepared: October 28, 2019

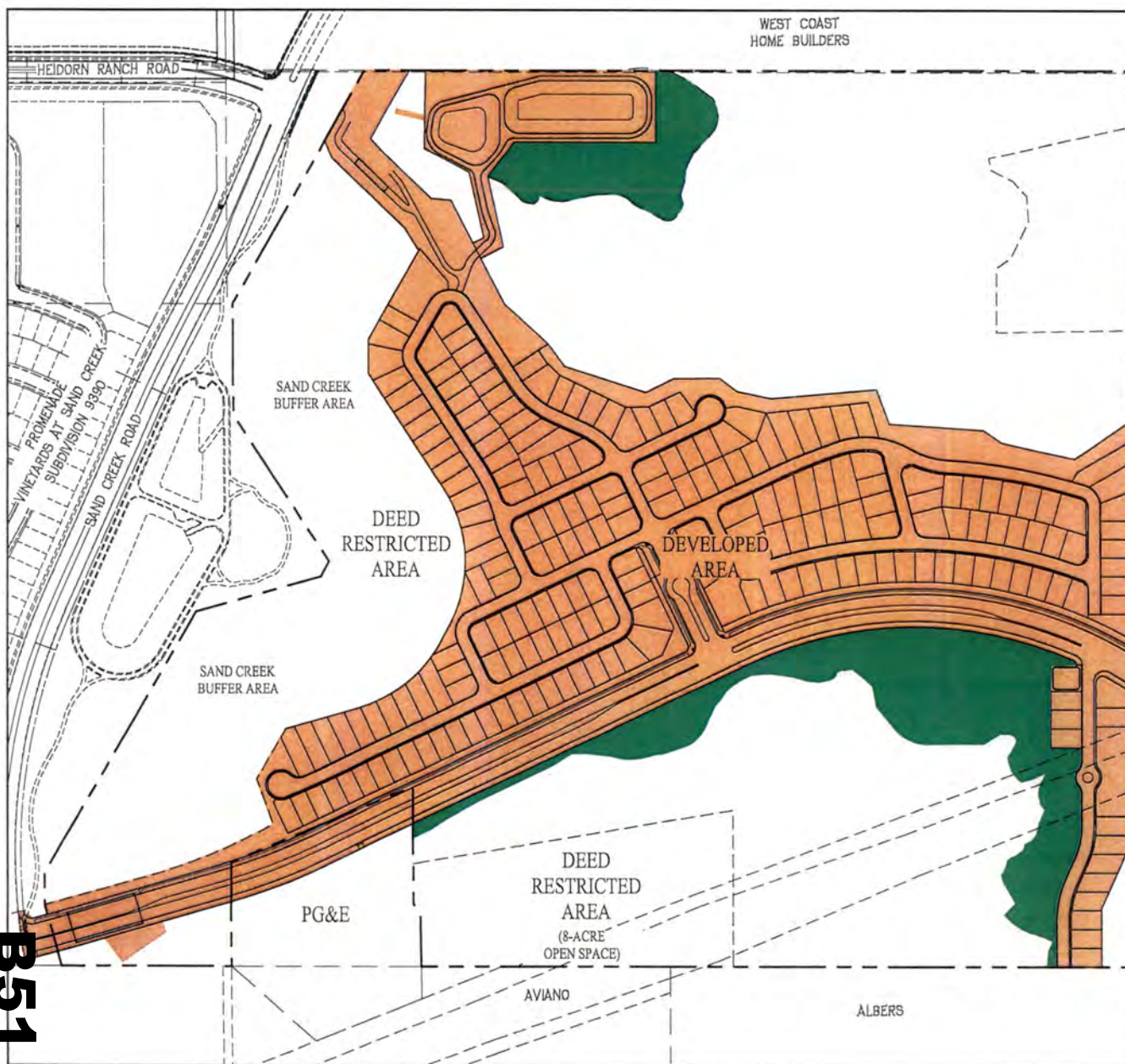
**B49**







B51



### LEGEND

|  |                                  |            |
|--|----------------------------------|------------|
|  | OFFSITE (NO IMPACT)              | (58.3 AC)  |
|  | OFFSITE GRADING/TEMPORARY IMPACT | (11.0± AC) |
|  | DEED RESTRICTED AREA             | (31.7± AC) |
|  | DEVELOPED AREA                   | (58.6± AC) |

## BIOLOGICAL RESOURCES ANALYSIS: PROJECT DESCRIPTION AREAS CREEKSIDE

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA  
DATE: NOVEMBER 7, 2019 SCALE: 1"=300'



SAN RAMON (925) 866-0322  
SACRAMENTO (916) 375-1877  
WWW.CBANDG.COM  
CIVIL ENGINEERS • SURVEYORS • PLANNERS



ATTACHMENT C

**GBN PARTNERS, LLC**  
3820 Blackhawk Road  
Danville, CA 94506

September 14, 2022

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

RE: REQUEST EXTENSION OF SUBDIVISION 9501 AND DESIGN REVIEW APPROVALS

Dear Anne,

This letter serves as a request for a two-year extension of Vesting Tentative Subdivision Map 9501 ("VTSM 9501") and Design Review for the Creekside/Vineyards at Sand Creek Property Site. As you may know, we have been diligently processing environmental permits for this subdivision over the course of this past two years through the United States Army Corps of Engineers and the California Department of Fish and Wildlife, among other agencies. As a result of this process, we have incurred delays that have taken us nearly to the expiration date of VTSM 9501 necessitating this request for an extension.

Should you have any questions or require additional information, please let me know. Thank you.

Sincerely,




Earl Callison

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**SUBJECT:** Master Fee Schedule Update – GIS Based Mapping Fee

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution updating the GIS Based Mapping Fee in the Master Fee Schedule.

**FISCAL IMPACT**

No direct impact to the City of Antioch. The GIS Based Mapping Fee is collected on permits for new subdivisions and minor subdivisions and passed through to Contra Costa County.

**DISCUSSION**

In accordance with Contra Costa County's ("County") Computer Mapping System ("CMS") agreement with the City of Antioch, the County collects new lot fees to assist in funding the GIS parcel layer system within the County. The City's Master Fee Schedule currently lists the fee as \$50 per unit, however, Contra Costa County's Board of Supervisors Resolution No. 2019/553 increased the fee to \$60 per lot. An update to the City's Master Fee Schedule is required to reflect the increase. It is proposed to update the Master Fee language to automatically update with the current County fee in place at any moment in time to avoid intermittent adjustments needed by the City.

Current Master Fee Schedule:

| DESCRIPTION                                   | FEE       |
|---|-----------|
| GIS Based Mapping Fee (transferred to County) | \$50/unit |

Proposed Update to Master Fee Schedule:

| DESCRIPTION                                   | FEE  |
|---|--|
| GIS Based Mapping Fee (transferred to County) | Actual County Fee<br>(\$60/lot as of 3/1/20) |

**ATTACHMENT**

**A.** Resolution

# ATTACHMENT A

## RESOLUTION NO. 2022/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN UPDATE TO THE GIS BASED MAPPING FEE IN THE CITY OF ANTIOCH'S MASTER FEE SCHEDULE

**WHEREAS**, the City of Antioch's Master Fee Schedule includes a GIS Based Mapping Fee collected on new subdivisions and minor subdivisions passed through to Contra Costa County in accordance with the County's Computer Mapping System agreement with the City;

**WHEREAS**, the Contra Costa County Board of Supervisors passed Resolution No. 2019/553 to increase the fee collected from \$50 per lot to \$60 per lot effective March 1, 2020; and

**WHEREAS**, the City of Antioch's Master Fee Schedule is required to be updated to reflect the revised fee to be collected.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Antioch Master Fee Schedule, is hereby updated and approved for the GIS Based Mapping Fee as follows:

| DESCRIPTION                                   | FEE  |
|---|--|
| GIS Based Mapping Fee (transferred to County) | Actual County Fee<br>(\$60/lot as of 3/1/20) |

\* \* \* \* \*

**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 13th day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE SUCCESSOR AGENCY TO THE ANTIOCH  
DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**SUBJECT:** Recognized Obligation Payment Schedule (23-24) for the  
Successor Agency to the Antioch Development Agency of the City  
of Antioch

---

**RECOMMENDED ACTION**

It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2023 through June 2024 (ROPS 23-24).

**FISCAL IMPACT**

Approval of the ROPS and enforceable obligations listed thereupon will ensure that the Successor Agency receives adequate funding from the Redevelopment Property Tax Trust Fund administered through Contra Costa County to meet all outstanding obligations due during the ROPS period.

**DISCUSSION**

As a result of the passage of Assembly Bill 1X26, or Dissolution Act, as amended by Assembly Bill 1484 and further by Senate Bill 107, the Successor Agency to the Antioch Development Agency of the City of Antioch (Successor Agency) is required to prepare an annual Recognized Obligation Payment Schedule (ROPS) that outlines administrative, contractual and bonded indebtedness expenses of the Successor Agency until all obligations of the former Antioch Development Agency are satisfied.

The ROPS 23-24 for the period of July 2023 through June 2024 is required to be submitted to the Department of Finance (DOF) by February 1, 2023. A draft ROPS for this period is attached (Attachment A). The ROPS 23-24 will be used by the County Auditor-Controller to allocate property tax increment to the Successor Agency to pay the obligations listed on the ROPS due for fiscal year 2024. The ROPS is subject to certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 24, 2023. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 23-24 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency.

The ROPS is segregated into four pages, with the first page providing a summary of funding requested. The second page details all obligations of the Successor Agency to be reimbursed from the Redevelopment Property Tax Trust Fund established at the County level. The third page provides cash balance totals (which outlines any funds retained, being set aside for future approved obligations or unspent from the prior period ROPS distribution). The fourth page provides notes, if any, to clarify the obligations listed.

**ATTACHMENTS**

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2023 through June 2024 (ROPS 23-24)
  - 1)** Recognized Obligation Payment Schedule for the Period of July 2023 through June 2024 (ROPS 23-24)

# ATTACHMENT A

## SA RESOLUTION NO. 2022/

### RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE ("ROPS") FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2023 THROUGH JUNE 2024 (ROPS 23-24)

**Whereas**, pursuant to the Community Redevelopment Law (Health and Safety Code Sections 33000 *et seq.*), on July 15, 1975, the City Council of the City of Antioch ("City") adopted the Antioch Community Redevelopment Plan (as amended), which set forth the Redevelopment Plan of the Antioch Community Redevelopment Project Area to be implemented by the Antioch Development Agency ("Agency");

**Whereas**, in June 2011, as part of the 2011-2012 State budget bill, the California State Legislature enacted, and the Governor signed, Assembly Bill 1X 26 to dissolve redevelopment agencies;

**Whereas**, given the State-mandated dissolution of the Antioch Development Agency on February 1, 2012 pursuant to Assembly Bill 1x 26, the City Council adopted a resolution confirming its intention to serve as the Successor Agency to the Antioch Development Agency ("Successor Agency") and as Housing Successor ("Housing Successor"), pursuant to California Health and Safety Code section 34173(d); and

**Whereas**, Health and Safety Code section 34177(l)(1) provides that Successor Agencies are required to prepare a Recognized Obligation Payment Schedule ("ROPS") before each annual fiscal period identifying enforceable obligations and sources of payment;

**NOW THEREFORE BE IT RESOLVED THAT** the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2023 through June 2024 (ROPS 23-24).

\* \* \* \* \*

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 13th day of December, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**ELIZABETH HOUSEHOLDER**  
**RECORDING SECRETARY**



**Recognized Obligation Payment Schedule (ROPS 23-24) - Summary**  
**Filed for the July 1, 2023 through June 30, 2024 Period**

**Successor Agency:** Antioch

**County:** Contra Costa

| <b>Current Period Requested Funding for Enforceable Obligations (ROPS Detail)</b> | <b>23-24A Total<br/>(July - December)</b> | <b>23-24B Total<br/>(January - June)</b> | <b>ROPS 23-24<br/>Total</b> |
|---|---|--|-----------------------------|
| <b>A Enforceable Obligations Funded as Follows (B+C+D)</b>                        | <b>\$ 16,709</b>                          | <b>\$ -</b>                              | <b>\$ 16,709</b>            |
| B Bond Proceeds   | -   | -  | -                           |
| C Reserve Balance   | -   | -  | -                           |
| D Other Funds   | 16,709                                    | -  | 16,709                      |
| <b>E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)</b>                      | <b>\$ 412,038</b>                         | <b>\$ 1,338,473</b>                      | <b>\$ 1,750,511</b>         |
| F RPTTF   | 408,038                                   | 1,334,473                                | 1,742,511                   |
| G Administrative RPTTF  | 4,000                                     | 4,000                                    | 8,000                       |
| <b>H Current Period Enforceable Obligations (A+E)</b>                             | <b>\$ 428,747</b>                         | <b>\$ 1,338,473</b>                      | <b>\$ 1,767,220</b>         |

**Certification of Oversight Board Chairman:**

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

\_\_\_\_\_  
Name Title

/s/ \_\_\_\_\_  
Signature Date

| Antioch<br>Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail<br>July 1, 2023 through June 30, 2024 |   |                                    |                          |                            |                             |  |                   |                              |         |                  |                         |                 |             |           |             |              |                         |                 |             |             |             |              |
|--|---|------------------------------------|--------------------------|----------------------------|-----------------------------|--|-------------------|------------------------------|---------|------------------|-------------------------|-----------------|-------------|-----------|-------------|--------------|-------------------------|-----------------|-------------|-------------|-------------|--------------|
| A  | B   | C                                  | D                        | E                          | F                           | G  | H                 | I                            | J       | K                | L                       | M               | N           | O         | P           | Q            | R                       | S               | T           | U           | V           | W            |
| Item #   | Project Name                                    | Obligation Type                    | Agreement Execution Date | Agreement Termination Date | Payee                       | Description  | Project Area      | Total Outstanding Obligation | Retired | ROPS 23-24 Total | ROPS 23-24A (Jul - Dec) |                 |             |           |             | 23-24A Total | ROPS 23-24B (Jan - Jun) |                 |             |             |             | 23-24B Total |
|  |   |                                    |                          |                            |                             |  |                   |                              |         |                  | Fund Sources            |                 |             |           |             |              | Fund Sources            |                 |             |             |             |              |
|  |   |                                    |                          |                            |                             |  |                   |                              |         |                  | Bond Proceeds           | Reserve Balance | Other Funds | RPTTF     | Admin RPTTF |              | Bond Proceeds           | Reserve Balance | Other Funds | RPTTF       | Admin RPTTF |              |
|  |   |                                    |                          |                            |                             |  |                   | \$19,490,685                 |         | \$1,767,220      | \$-                     | \$-             | \$16,709    | \$408,038 | \$4,000     | \$428,747    | \$-                     | \$-             | \$-         | \$1,334,473 | \$4,000     | \$1,338,473  |
| 2  | 2009 Tax Allocation Bonds                       | Bonds Issued On or Before 12/31/10 | 08/01/2009               | 09/01/2027                 | Bank of New York            | Bond issue to fund non-housing projects            | Area 1            | 721,150                      | N       | \$144,320        | -                       | -               | 16,709      | 120,488   | -           | \$137,197    | -                       | -               | -           | 7,123       | -           | \$7,123      |
| 6  | Bond administration                             | Fees                               | 07/01/1994               | 05/01/2032                 | Bank of New York            | Bond administrative fees                           | Areas 1,2,3,4,4.1 | 192,435                      | N       | \$1,000          | -                       | -               | -           | 600       | -           | \$600        | -                       | -               | -           | 400         | -           | \$400        |
| 12   | Administrative costs                            | Admin Costs                        | 02/01/2012               | 12/31/2032                 | City of Antioch/consultants | Administrative expenses for agency                 | Areas 1,2,3,4,4.1 | 1,832,000                    | N       | \$8,000          | -                       | -               | -           | -         | 4,000       | \$4,000      | -                       | -               | -           | -           | 4,000       | \$4,000      |
| 18   | 2015A Lease Revenue Bonds                       | Bond Reimbursement Agreements      | 02/01/2015               | 05/01/2032                 | City of Antioch             | Bonds issued to refinance 2002 Lease Revenue Bonds | Areas 1,2,3,4,4.1 | 16,745,100                   | N       | \$1,613,900      | -                       | -               | -           | 286,950   | -           | \$286,950    | -                       | -               | -           | 1,326,950   | -           | \$1,326,950  |
| 20   | Department of Boating and Waterways Loan/Marina | Third-Party Loans                  | 07/01/2003               | 08/01/2039                 | City of Antioch             | Marina construction loan                           | Area 1            | -                            | N       | \$-              | -                       | -               | -           | -         | -           | \$-          | -                       | -               | -           | -           | -           | \$-          |

**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances**  
**July 1, 2020 through June 30, 2021**  
(Report Amounts in Whole Dollars)

| Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. |  |                                    |                                   |   |                              |                     |  |
|--|--|------------------------------------|-----------------------------------|---|------------------------------|---------------------|--|
| A  | B  | C                                  | D                                 | E   | F                            | G                   | H  |
|  | ROPS 20-21 Cash Balances<br>(07/01/20 - 06/30/21)  | Fund Sources                       |                                   |   |                              |                     | Comments   |
|  |  | Bond Proceeds                      |                                   | Reserve Balance   | Other Funds                  | RPTTF               |  |
|  |  | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS RPTTF and Reserve Balances retained for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin |  |
|  |  |                                    |                                   |   |                              |                     |  |
| 1  | Beginning Available Cash Balance (Actual 07/01/20)<br>RPTTF amount should exclude "A" period distribution amount.  | 151,160                            | 53                                | 93,787  | 53,423                       |                     |  |
| 2  | Revenue/Income (Actual 06/30/21)<br>RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller                        | 15                                 | 4                                 | -   | (1,170)                      | 1,927,071           |  |
| 3  | Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)  | 5,174                              | 55                                | -   | 35,544                       | 1,865,626           |  |
| 4  | Retention of Available Cash Balance (Actual 06/30/21)<br>RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | 146,001                            |                                   | 65,119  | 16,709                       |                     | \$65,119 applied to 21/22 ROPS; \$16,709 is interest earnings to apply to 23/24 ROPS |
| 5  | ROPS 20-21 RPTTF Prior Period Adjustment<br>RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC                               |                                    | No entry required                 |   |                              | 61,445              |  |
| 6  | Ending Actual Available Cash Balance (06/30/21)<br>C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)   | \$-                                | \$2                               | \$28,668  | \$-                          | \$-                 |  |



**Antioch**  
**Recognized Obligation Payment Schedule (ROPS 23-24) - Notes**  
**July 1, 2023 through June 30, 2024**


| Item # | Notes/Comments |
|--------|----------------|
| 2      |                |
| 6      |                |
| 12     |                |
| 18     |                |
| 20     |                |

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Dawn Merchant, Finance Director 

**SUBJECT:** Resolution Approving One-Time Money Allocation

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution allocating \$400,000 in one-time revenues towards slide structure repairs at Prewett Water Park.

**FISCAL IMPACT**

The fiscal year 2023 General Fund budget has \$2,002,484 budgeted in one-time revenues. This action memorializes City Council consensus established at the November 22, 2022 regular meeting regarding the use of \$400,000 of one-time revenues for slide structure repairs.

**DISCUSSION**

At the close of FY21, there was \$1,051,661 in non-police salary savings considered “one-time revenues” under current City policy. With the close of FY22, there was an additional \$950,823 in non-police salary savings, bringing the total for both fiscal years to \$2,002,484 that have been budgeted for spending but not allocated to specific projects.

At the November 22, 2022 City Council meeting during the budget discussion agenda item, City Council directed staff to bring back the topic of one-time revenue spending to a future meeting. However, special consideration was requested to allocate \$400,000 for slide structure repairs at the Water Park that are a CalOSHA mandate required prior to Spring re-opening. City Council consensus was reached to authorize the use of funds for this specified purpose. The action this evening will memorialize, via resolution, allocation of one-time revenues towards the repairs as approved on November 22nd. The discussion and action on the remaining allocation of funds will be scheduled for early 2023.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ALLOCATING  
\$400,000 OF ONE-TIME REVENUES TOWARDS SLIDE STRUCTURE REPAIRS AT  
PREWETT WATER PARK**

**WHEREAS**, the fiscal year 2023 General Fund budget includes \$2,002,484 in appropriations for one-time revenue spending for projects;

**WHEREAS**, CalOSHA is requiring the City fix the slide structure at Prewett Water Park before inspection next year due to safety hazards; and

**WHEREAS**, the City Council has considered the allocation of one-time revenues towards this project in order to complete repairs before the Water Park opens for the new season;

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Antioch hereby approves allocation of \$400,000 of one-time revenues towards slide structure repairs at Prewett Water Park.

\* \* \* \* \*

**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 13th day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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




CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Brad Helfenberger, Parks and Recreation Director 

**APPROVED BY:** Cornelius Johnson, City Manager *CHJ*

**SUBJECT:** Use Agreement with Congressman Desaulnier's Office for Office Space at the Antioch Community Center

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the attached resolution approving and authorizing the City Manager to enter into a lease agreement with Congressman Desaulnier's office for office space at the Antioch Community Center for the period of January 3, 2023 - January 2, 2025 in an amount not to exceed \$1,000 per month for a total of \$24,000.

**FISCAL IMPACT**

This action will result in an increase in Recreation Services revenue in the amount of \$24,000 for the period of January 3, 2023 through January 2, 2025.

**DISCUSSION**

The California Congressional District lines were redrawn following the 2020 Census. As a result of the new district boundaries, the 11<sup>th</sup> Congressional District, represented by Congressman Mark Desaulner, now encompasses the entire City of Antioch. Congressman Desaulnier's office contacted the City of Antioch about utilizing office space in the City in order to better serve his constituents. The office space currently occupied by outgoing Congressman McNerney was identified as an ideal location for this purpose. A new agreement is needed in order to allow for this use of space.

**ATTACHMENTS**

- A. Resolution
- B. Draft Agreement
- C. Delineated Office Space Plans

**M**

Agenda Item #

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE  
OFFICE OF CONGRESSMAN DESAULNIER FOR THE USE OF OFFICE SPACE AT  
THE ANTIOCH COMMUNITY CENTER**

**WHEREAS**, the California Congressional District lines were redrawn following the 2020 Census;

**WHEREAS**, as a result of the new district lines, the 11<sup>th</sup> Congressional District, represented by Congressman Mark Desaulnier, now encompasses all of Antioch;

**WHEREAS**, the office of Congressman Desaulnier desires to utilize office space in the City of Antioch in order to better serve its constituents;

**WHEREAS**, the space currently unitized by outgoing Congressman Jerry McNerney has been identified as an ideal location for office space for Congressman Desaulnier;

**WHEREAS**, Congressman DeSaulnier's office has evaluated the available space and found it to meet their needs; and

**WHEREAS**, a new agreement is necessary to allow for the use of space.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch authorizes the City Manager to enter into a lease agreement with Congressman Desaulnier's office for office space at the Antioch Community Center for the period of January 3, 2023 - January 2, 2025 in an amount not to exceed \$1,000 per month for a total of \$24,000 in a form approved by the City Attorney.

\* \* \* \* \*

(continued on following page)

**RESOLUTION NO. 2022/\*\***

December 13, 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 13th day of December, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## District Office Lease – Instructions

**NO LEASE OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE OFFICE OF ADMINISTRATIVE COUNSEL.**

**The term for a District Office Lease for the 118th Congress may not commence prior to January 3, 2023.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, rather than December 31, 2024.**

- **The Member/Member-Elect is required to personally sign the documents.**
- **Prior to either party signing a Lease, the Member/Member-Elect must submit the proposed Lease, accompanied by the District Office Lease Attachment for the 118<sup>th</sup> Congress (“Attachment”), to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.**
- **After the Lease or Amendment, accompanied by the Attachment are executed by both parties, a copy must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.**
- **If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-Elect.**
- **The parties agree that any charges for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Member’s Representational Allowance.**

**Instructions for completing the District Office Lease (“Lease”):**

- **Preamble — Insert:**
  - **Landlord’s name; Landlord’s address; and Member/Member-Elect’s name**
- **Section 1 — Insert:**
  - **Square footage of the leased office (if known)**
  - **Street address including city, state, and ZIP of the leased office**
- **Section 3 — Insert:**
  - **Date lease begins (must be on or after January 3, 2023)**
  - **Date lease ends (must be on or before January 2, 2025)**
- **Section 4 — Insert the amount of monthly rent. If there is no rent, insert “\$0.00”. If rent is not constant over the lease term, insert “See Section 11” and note any rent variations in Section 11.**
- **Section 5 — Insert the number of days’ notice required for either party to terminate the lease before the end of the term. If the lease may not terminate early, enter “N/A” in this blank.**
- **Section 11 — Insert any additional lease provisions.**

**Note:** Sections 1-9, other than filling in the blanks, may not be altered or deleted.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 1 of 3 – 118th Congress)

Pursuant to 2 U.S.C.A. § 4313, and the Regulations of the Committee on House Administration (as modified from time to time by Committee Order) relating to office space in home districts, \_\_\_\_\_

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

(Landlord's name)

(Landlord's street address, city, state, ZIP code)

("Lessor"), and Congressman Mark DeSaulnier, a Member/Member-Elect of the U.S. House of Representatives ("Lessee"), agree as follows:

1. **Location.** Lessor shall lease to Lessee 475 square feet of office space located at Antioch Community Center, 4703 Lone Tree Way, Rooms 125, 126, 127  
(Office street address)  
in the city, state and ZIP code of Antioch, CA 94531.  
(Office city, state and ZIP)
2. **Lease Amenities.** Lessee shall be entitled to receive and Lessor shall be required to provide the amenities selected in Section A of the District Office Lease Attachment ("Attachment") accompanying this Lease.
3. **Term.** Lessee shall have and hold the leased premises for the period beginning January 3, 2023 and ending January 2, 2025. The term of this District Office Lease ("Lease") may not exceed two (2) years and may not extend beyond January 2, 2025, which is the end of the constitutional term of the Congress to which the Member is elected.
4. **Rent.** The monthly rent shall be \$1,000.00, and is payable in arrears on or before the last day of each calendar month. Rent payable under this Lease shall be prorated on a daily basis for any fraction of a month of occupancy.
5. **Early Termination.** This Lease may be terminated by either party giving 30 days' prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.
6. **Payments.** During the term of this Lease, rent payments under Section 4 of this Lease shall be remitted to the Lessor by the Chief Administrative Officer of the U.S. House of Representatives (the "CAO") on behalf of the Lessee.
7. **District Office Lease Attachment for 118th Congress.** The District Office Lease Attachment attached hereto is incorporated herein by reference, and this Lease shall have no force or effect unless and until accompanied by an executed District Office Lease Attachment for the 118th Congress.
8. **Counterparts.** This Lease may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
9. **Section Headings.** The section headings of this Lease are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 2 of 3 – 118th Congress)

10. **Modifications.** Any amendments, additions or modifications to this Lease inconsistent with Sections 1 through 9 above shall have no force or effect to the extent of such inconsistency.
11. **Other.** Additionally, the Lessor and the Lessee agree to the following:

Landlord shall provide office staff and visiting constituents unrestricted access to the non-exclusive parking spaces throughout the term of the lease at no additional cost.

*[Signature page follows.]*



*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease**

(Page 3 of 3 – 118th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease as of the later date written below by the Lessor or the Lessee.

City of Antioch

Congressman Mark DeSaulnier

\_\_\_\_\_  
*Print Name of Lessor/Landlord/Company*

\_\_\_\_\_  
*Print Name of Lessee*

By: \_\_\_\_\_

\_\_\_\_\_

*Lessor Signature*

*Lessee Signature*

Name:

Title:

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

***This District Office Lease must be accompanied with an executed District Office Lease Attachment.***

## **District Office Lease Attachment- Instructions**

The District Office Lease Attachment (“Attachment”) must accompany *every* Lease or Amendment submitted for a Member/Member-elect’s District Office.

**THE OFFICE OF ADMINISTRATIVE COUNSEL MUST APPROVE ANY LEASE, AMENDMENT, OR ATTACHMENT PRIOR TO SIGNATURE.**

**The term of a District Office Lease or Amendment for the 118th Congress may not commence prior to January 3, 2023.**

**Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 118th Congress, leases should end on January 2, 2025, not December 31, 2024.**

- The Member/Member-elect is required to personally sign the documents.
- The Lessor must complete the amenities checklist in Section A (“Lease Amenities”), including both the “required amenities” and “optional amenities” portions.
- Section B (“Additional Lease Terms”) of the Attachment SHALL NOT have any provisions deleted or changed.
- Prior to either party signing a Lease or an Amendment, the Member/Member-elect must submit the proposed Lease or Amendment, accompanied by the Attachment, to the Office of Administrative Counsel (“Administrative Counsel”) via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for review and approval.
- If Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment comply with applicable law and House Rules and Regulations, Administrative Counsel will notify the Member/Member-elect to proceed with the execution of the Lease or Amendment.
- Once signed by both parties, the Lease or the Amendment, accompanied by the Attachment, must be submitted to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)) or fax (202-226-0357) for final approval.
- Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved by Administrative Counsel and payments will not be made.
- If approved, Administrative Counsel will notify the Office of Finance that monthly rental payments can begin. If changes are necessary, Administrative Counsel will contact the office of the Member/Member-elect.
- The parties agree that any changes for default, early termination, or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the Lessee’s sole responsibility and are not reimbursable from the Members’ Representational Allowance.
- Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to Administrative Counsel via e-mail in PDF form ([leases@mail.house.gov](mailto:leases@mail.house.gov)).

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Attachment**

(Page 1 of 5 – 118th Congress)

**SECTION A**  
**(Lease Amenities)**

Section A sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

**To be completed by the Lessor (required amenities):**

**■ \* High-Speed Internet Available Within the Leased Space.**

Please list any internet providers known to provide service to the property:  
Comcast

**■ \* Interior Wiring CAT 5e or Better within Leased Space.**

**To be completed by the Lessor (optional amenities):**

- ☐ Amenities are separately listed elsewhere in the Lease.  
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

**■ Lockable Space for Networking Equipment.**

**■ Telephone Service Available.**

**■ Parking.** \_\_\_\_\_ Assigned Parking Spaces

✓ \_\_\_\_\_ Unassigned Parking Spaces

☐ General Off-Street Parking on an As-Available Basis

**■ Utilities.** Includes: Power, water, and sewer

☐ Janitorial Services. Frequency: \_\_\_\_\_

**■ Trash Removal.** Frequency: Weekly

☐ Carpet Cleaning. Frequency: \_\_\_\_\_

**■ Window Washing.** ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

**■ After Hours Building Access.**

**■ Office Furnishings.** Includes: Two work stations, conference table, office chairs

☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

**■ Building Manager.** ☒ Onsite ☐ On Call Contact Name: Brad Helfenberger

Phone Number: 925-779-7078 Email Address: bhelfenberger@antiochca.gov

*U.S. House of Representatives*

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**District Office Lease Attachment**

(Page 2 of 5 – 118th Congress)

**SECTION B**  
**(Additional Lease Terms)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance, U.S. House of Representatives, at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a) terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice



*U.S. House of Representatives*

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**District Office Lease Attachment**

(Page 3 of 5 – 118th Congress)

shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-elect before taking office. Should the Member-elect not take office to serve as a Member of the 118th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with the Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov). Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall also promptly file a copy of any such notice via e-mail with the Office of Finance, U.S. House of Representatives, Attn: Kellie Wilson, via e-mail at [FCLeasePayments@mail.house.gov](mailto:FCLeasePayments@mail.house.gov), and with Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to Administrative Counsel by e-mail at [leases@mail.house.gov](mailto:leases@mail.house.gov).
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating

*U.S. House of Representatives*

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**District Office Lease Attachment**

(Page 4 of 5 – 118th Congress)

systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.
25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

*U.S. House of Representatives*

Washington, D.C. 20515

**District Office Lease Attachment**

(Page 5 of 5 – 118h Congress)

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Antioch

*Print Name of Lessor/Landlord*

Congressman Mark DeSaulnier

*Print Name of Lessee*

By: \_\_\_\_\_

*Lessor Signature*

Name:

Title:

\_\_\_\_\_

*Lessee Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

From the Member's Office, who is the point of contact for questions?

Name Betsy Arnold Marr Phone ((202))225-2095 E-mail betsyarnoldmarr @mail.house.gov

**This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.**

Signed \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_.  
(Administrative Counsel)

# U.S. House of Representatives

## Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. **Please complete all sections below, sign and return via the email or fax number listed.**

**RETURN FORM TO:** VendorEFT@mail.house.gov

**FAX NUMBER:** **(202) 225-6914**

### SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL FEDERAL BUILDING, WASHINGTON, DC 20515  
 AGENCY IDENTIFIER **53-6002523** AGENCY LOCATION CODE **4832** TELEPHONE NUMBER **(202) 226-2277**

### SECTION II PAYEE/COMPANY INFORMATION

|   |                                 |   |  |
|---|---------------------------------|---|--|
| NAME (AS SHOWN ON YOUR INCOME TAX RETURN)   |                                 | CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)<br><input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/Estate<br><input type="checkbox"/> Limited Liability Company Enter tax classification (C=C corporation, S=S corporation, P= Partnership) <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> OTHER (Other entities. Enter your business name below as shown on required federal tax documents "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.) |  |
| BUSINESS NAME/DISREGARDED ENTITY NAME or DBA, IF DIFFERENT THAN ABOVE   |                                 | PURCHASE ORDER ADDRESS/CITY/STATE/ZIP   |  |
| TYPE OF TAX IDENTIFICATION NUMBER<br><input type="checkbox"/> SOCIAL SECURITY NUMBER (or)<br><input type="checkbox"/> EIN | ENTER TAX IDENTIFICATION NUMBER | EMAIL   |  |
| ADDRESS/CITY/STATE/ZIP  |                                 | TELEPHONE NUMBER    FAX NUMBER  |  |
| CONTACT PERSON NAME   |                                 | TELEPHONE NUMBER    FAX NUMBER  |  |
| EMAIL   |                                 | REMIT TO ADDRESS  |  |

### SECTION III FINANCIAL INSTITUTION INFORMATION

|   |                  |
|---|------------------|
| BANK NAME (Branch City, State)  |                  |
| ACH COORDINATOR NAME  | TELEPHONE NUMBER |
| NINE-DIGIT ROUTING TRANSIT NUMBER   |                  |
| DEPOSITOR ACCOUNT TITLE   |                  |
| DEPOSITOR ACCOUNT NUMBER  | LOCKBOX NUMBER   |
| TYPE OF ACCOUNT <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX |                  |

### SECTION IV SOCIO-ECONOMIC INFORMATION

|                                |  |  |  |
|--------------------------------|--|--|--|
| Type of Business               | <input type="checkbox"/> Large Business-No Socio-Economic Designations <input type="checkbox"/> Minority <input type="checkbox"/> SmBusiness <input type="checkbox"/> Sm-Disadv/Minority <input type="checkbox"/> Sm-Disadv Only <input type="checkbox"/> SmMin Only   |  |  |
| Sm-Disadvantaged Business Prog | <input type="checkbox"/> 8 (a) Firm <input type="checkbox"/> HUBZone Program <input type="checkbox"/> HUBZone Eligible <input type="checkbox"/> Emerging Small Business <input type="checkbox"/> Women-Owned Business  |  |  |
| Other Preference Programs      | <input type="checkbox"/> Buy Indian <input type="checkbox"/> Directed to JWOD Non-Profit <input type="checkbox"/> No Preference/Not Listed <input type="checkbox"/> Small Business Set-Aside <input type="checkbox"/> Very Small Business Set-Aside  |  |  |
| Veteran Owned Status           | <input type="checkbox"/> Non-Vet Owned SmBus <input type="checkbox"/> Other Vet Owned SmBus <input type="checkbox"/> Serv-Disabled Vet Other Bus <input type="checkbox"/> Serv-Disabled Vet Owned SB <input type="checkbox"/> Vet-Owned Other Bus  |  |  |
| Size of Business               | <input type="checkbox"/> (A) 50 or less <input type="checkbox"/> (B) 51-100 <input type="checkbox"/> (C) 101-250 <input type="checkbox"/> (D) 251-500 <input type="checkbox"/> (E) 501-750 <input type="checkbox"/> (F) 751-1,000 <input type="checkbox"/> (G) Over 1,000 <input type="checkbox"/> (M) 1 million or less<br><input type="checkbox"/> (N) 1.1-2 million <input type="checkbox"/> (P) 2.1-3.5 million <input type="checkbox"/> (R) 3.1-5 million <input type="checkbox"/> (S) 5.1-10 million <input type="checkbox"/> (T) 10.1-17 million <input type="checkbox"/> (Z) Over 17 million |  |  |

### SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

|           |                |                  |
|-----------|----------------|------------------|
| NAME      | TITLE/POSITION |                  |
| SIGNATURE | DATE           | TELEPHONE NUMBER |



**Instructions for Completing  
U.S. House of Representatives  
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

**Section I - Agency Information** – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

**Section II - Payee/Company Information** – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

**Section III - Financial Institution Information** – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

**ACH Account Information Located on a Check or Deposit Ticket**

|                                     |   |
|-------------------------------------|---|
| <u>FINANCIAL INSTITUTION NAME</u>   | name of the financial institution to which the payments are to be directed  |
| <u>ROUTING TRANSIT NUMBER (RTN)</u> | financial institution's 9 digit routing transit number;<br><i>found on the bottom of a check or deposit ticket or from your Financial Institution</i> |
| <u>ACCOUNT TITLE</u>                | employee's or vendor's name on the account  |
| <u>ACCOUNT NUMBER</u>               | account number at the financial institution   |

THOMAS B. ANDERSON  
123 PLEASANT STREET  
ANYWHERE, FL 12345

64-1005 101

PAY TO THE ORDER OF \$

SUNTRUST SunTrust Bank

ACH RT 001000104

100 DOLLARS

SAMPLE VOID

FOR MP

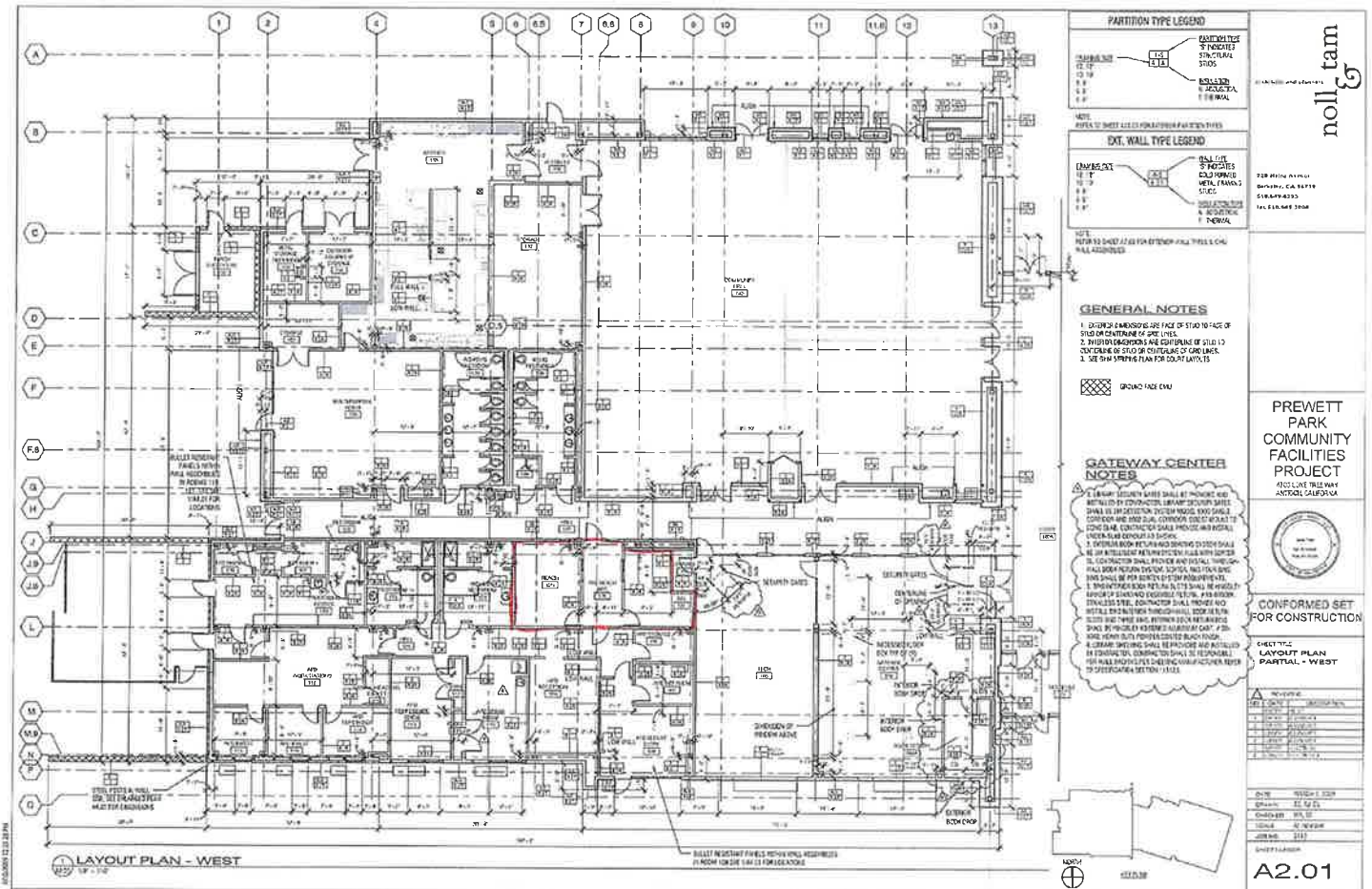
⑆000000000⑆ 12345678901 0101

1 2 3 4

1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

**Section IV - Socio-Economic Information** – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

**Section V - Certification of Data By Payee/Company** – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

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

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

**SUBJECT:** Consideration of Bids for the Wayfinding Signs; P.W. 679-1

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution to reject all bids for the Wayfinding Signs Project.

**FISCAL IMPACT**

There is no fiscal impact associated with rejecting the bids.

**DISCUSSION**

On November 8, 2022, two (2) bids for the Wayfinding Signs Project were received and opened. The Project consists of the fabrication and installation of wayfinding and additional signage throughout the City of Antioch. The scope of work also includes mounting assemblies, connections, foundations, excavations and lighting. The low bid for the Project was submitted by Outdoor Dimensions of Anaheim in the amount of \$1,467,023.71.

Staff has reviewed all bids and related contract documents and determined significant irregularities to be present. Inconsistencies within the contract documents have resulted in bids being well above the estimated construction cost. Staff recommends that all bids be rejected, and the project be re-bid with clarifications being made to the contract documents.

**ATTACHMENTS**

A: Resolution  
B: Bid Tabulation

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE REJECTION OF ALL BIDS FOR THE WAYFINDING SIGNS  
PROJECT  
P.W. 679-1**

**WHEREAS**, the Consideration of Bids for the Wayfinding Signs Project ("Project") was published and advertised in the East Bay Times on August 17, 2022 and August 18, 2022, and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, on November 8, 2022, two (2) bids were received for the Project;

**WHEREAS**, Staff reviewed the bids and related contract documents and found significant inconsistencies and irregularities that resulted in the bids being well above the estimated construction cost; and

**WHEREAS**, the City Council has considered rejecting all bids for the Project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves rejecting all bids for the Wayfinding Signs Project.

\* \* \* \* \*

**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 13<sup>th</sup> day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



CITY OF ANTIOCH  
TABULATION OF BIDS

JOB TITLE: Wayfinding Signs  
(P.W. 679-1)

BIDS OPENED: November 8, 2022 ~ 2:00 p.m.  
Council Chambers

|                 |                        |                                   |  |  |  |  |
|-----------------|------------------------|-----------------------------------|--|--|--|--|
|                 | Engineer's<br>Estimate | Outdoor Dimensions<br>Anaheim, CA | A Good Sign & Graphics, Co.<br>Santa Ana, CA |  |  |  |
| TOTAL BID PRICE | \$1,200,000.00         | \$1,467,023.71                    | \$2,092,540.00                               |  |  |  |

SUBCONTRACTORS

|                    |                             |  |  |  |
|--------------------|-----------------------------|--|--|--|
| Outdoor Dimensions | A Good Sign & Graphics, Co. |  |  |  |
| <u>None Listed</u> | <u>None Listed</u>          |  |  |  |

ATTACHMENT "B"

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

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

**SUBJECT:** Resolution Accepting Completed Improvements and the Release of Bonds for Park Ridge Offsite Improvements, Tract No. 8846, (PW 674-8)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting the completed improvements, authorizing the City Manager or designee to file a Notice of Completion for the project and the release of bonds for Park Ridge Offsite improvements, Tract No. 8846, P.W. 674-8.

**FISCAL IMPACT**

Upon satisfactory completion of the one-year warranty period, the City of Antioch accepts responsibility for maintenance of the improvements. Upon recordation of a notice of completion and the start of the warranty period, the City accepts responsibility for maintenance of landscape improvements.

**DISCUSSION**

On March 9, 2010, the City Council adopted Resolution No. 2010/21 approving a Final Planned Development, Vesting Tentative Map and Use Permit for development of 525 single family homes, 25 acres of open space, and an 8.22-acre neighborhood park for the Park Ridge subdivision project.

On July 9, 2013, the City Council adopted Ordinance No. 2069-C-S approving a Development Agreement between the City and Davidon Homes regarding the property and Project. The approximately 170-acre project is generally located west of State Route 4, east of Canada Valley Road, and south of Laurel Road.

As required by condition number 84 of City Council Resolution No. 2010/21, Davidon Homes designed and constructed full street improvements and infrastructure for Country Hills Drive, from the northern terminus of the Sand Creek Ranch subdivision (southeast property line) north to Laurel Road (Vicinity Map, Attachment B). As required by condition number 88 of City Council Resolution No. 2010/21, Davidon Homes designed and constructed Laurel Road, including infrastructure and traffic signalization from the project's northwest boundary to the State Route 4 Bypass. (Vicinity Map, Attachment B).

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

**ATTACHMENTS**

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

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING PUBLIC IMPROVEMENTS AND RELEASE OF BONDS FOR PARK  
RIDGE OFFSITE IMPROVEMENTS, TRACT NO. 8846 (PW 674-8)**

**WHEREAS**, on March 9, 2010, the City Council adopted Resolution No. 2010/21 approving a Final Planned Development, Vesting Tentative Map and Use Permit for the Park Ridge subdivision project;

**WHEREAS**, on July 9, 2013, the City Council adopted Ordinance No. 20-69-CS approving a Development Agreement between the City and Davidon Homes regarding the property and project;

**WHEREAS**, Davidon Homes has designed and constructed full street improvements and infrastructure, in accordance with the approved project plans and specifications, for Country Hills Drive as required by condition number 84 of City Resolution No. 2010/21;

**WHEREAS**, Davidon Homes has designed and constructed Laurel Road, including infrastructure and traffic signalization, in accordance with the approved project plans and specifications, as required by condition number 88 of City Council Resolution No. 2010/21;

**WHEREAS**, improvement consisting of landscaping, paving, curb, gutter, storm drainage facilities, sanitary sewer, water mains and traffic signalization equipment have been constructed and dedicated for public use;

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

**WHEREAS**, the completed improvements have been constructed and inspected in accordance with approved project plans, Standard Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorized the City Manager or designee to accept completed improvements, file a notice of completion for said improvements, and approve the release of bonds related to the construction of Country Hills Drive and Laurel Road; and

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

\* \* \* \* \*

Al



**RESOLUTION NO. 2022/\*\***

December 13, 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 13<sup>th</sup> day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

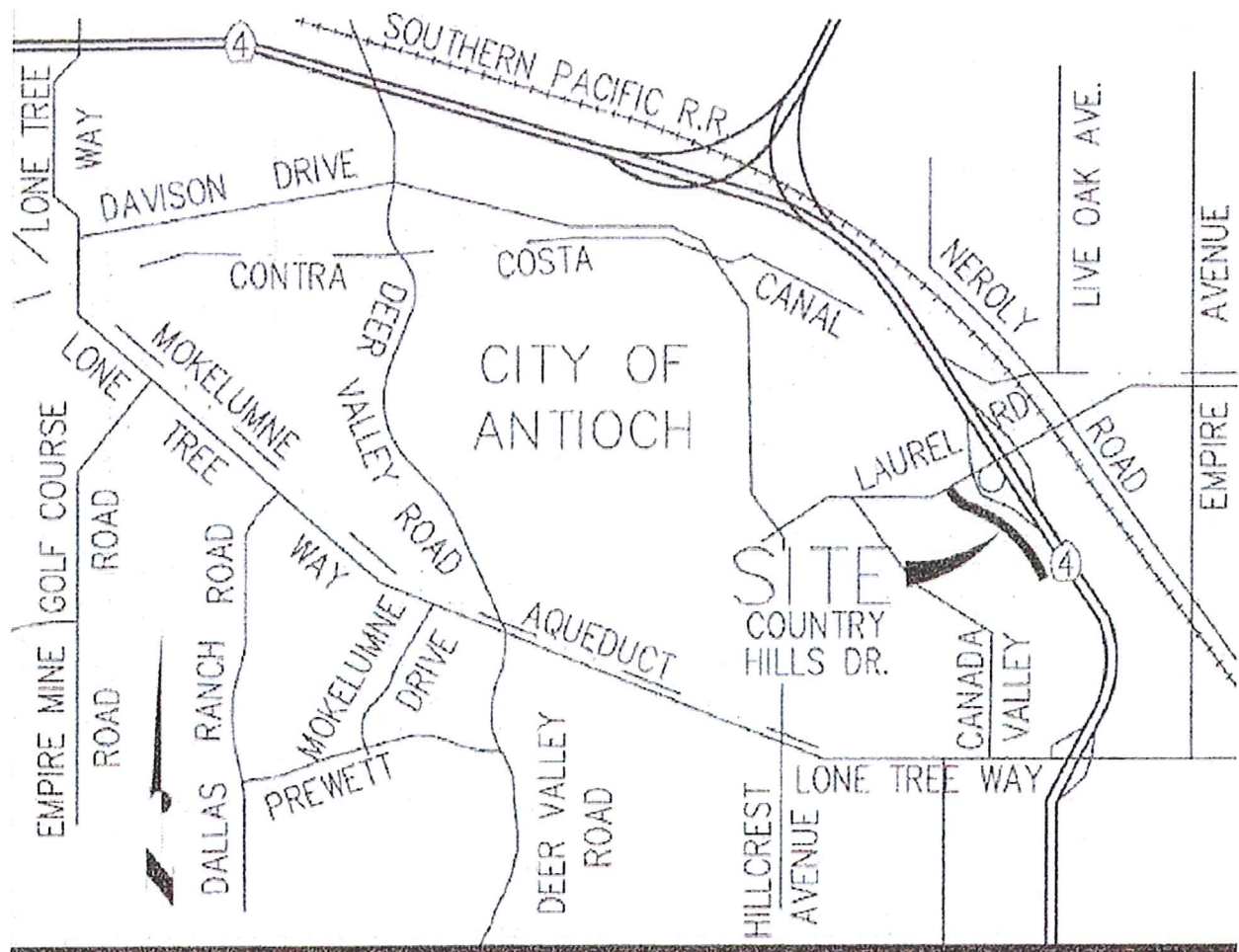
---

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

A2

ATTACHMENT "B"

VICINITY MAP



VICINITY MAP

NOT TO SCALE

**ATTACHMENT "C"**

**RECORDED AT THE REQUEST  
OF:**

CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**

CITY OF ANTIOCH

DEVELOPMENT ENGINEERING

DIVISION

P.O. BOX 5007

ANTIOCH, CA 94531

**THIS SPACE FOR RECORDER'S USE**

**NOTICE OF COMPLETION FOR  
COUNTRY HILLS DRIVE AND LAUREL ROAD  
IN THE CITY OF ANTIOCH**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on November 5, 2022 the work and improvements hereinafter described was completed.
5. The project is located on Country Hills Drive, from northern terminus of Sand Creek Subdivision (southeast property line) north to Laurel Road and on Laurel Road from approximately 450' east of Kirk Lane to the State Route 4 Bypass.
6. The surety for said project was Liberty Mutual Company.
7. This project consisted of all public improvements including landscaping, paving, curb, gutter, storm drain facilities, sewer mains, water mains, and traffic signalization equipment which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Samuelson, P.E.  
Public Works Director/City Engineer  
City of Antioch

CI

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

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

**SUBJECT:** Resolution Accepting Completed Laurel Road Improvements and the Release of Bonds for Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting improvements and release of bonds for Laurel Road, Hidden Glen Unit 4 Subdivision 8388 (P.W. 557-4).

**FISCAL IMPACT**

Upon recordation of a notice of completion and the start of the warranty period, the City accepts responsibility for maintenance of landscape improvements.

**DISCUSSION**

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

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

Due to the economic recession and housing crisis of 2009, Arcadia Development Company deferred certain construction improvements, including the extension of Laurel Road. On February 24, 2009, the City Council adopted Resolution 2009/16 executing a deferred improvement agreement (Attachment "D") between Arcadia Development Company and the City and accepting certain completed construction improvements that the developer was able to accomplish at the time.



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

Public Works Inspectors approved the completion of the final punch-list items for certain construction improvements on November 28, 2022 per the 2009 deferred improvement agreement.

#### **ATTACHMENTS**

- A. Resolution
- B. Vicinity Map
- C. Subdivision Improvement Agreement
- D. 2009 Deferred Improvement Agreement
- E. Notice of Completion

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING LAUREL ROAD IMPROVEMENTS AND RELEASE OF BONDS FOR  
HIDDEN GLEN UNIT 4 SUBDIVISION 8388 (P.W. 557-4)  
(ARCADIA DEVELOPMENT COMPANY)**

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

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

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

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

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

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

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

- 1) Accept all certain completed improvements.
- 2) Approve the release of bonds.
- 3) Execute Deferred Improvement Agreement.

**RESOLUTION NO. 2022/\*\***

December 13, 2022

Page 2

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

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

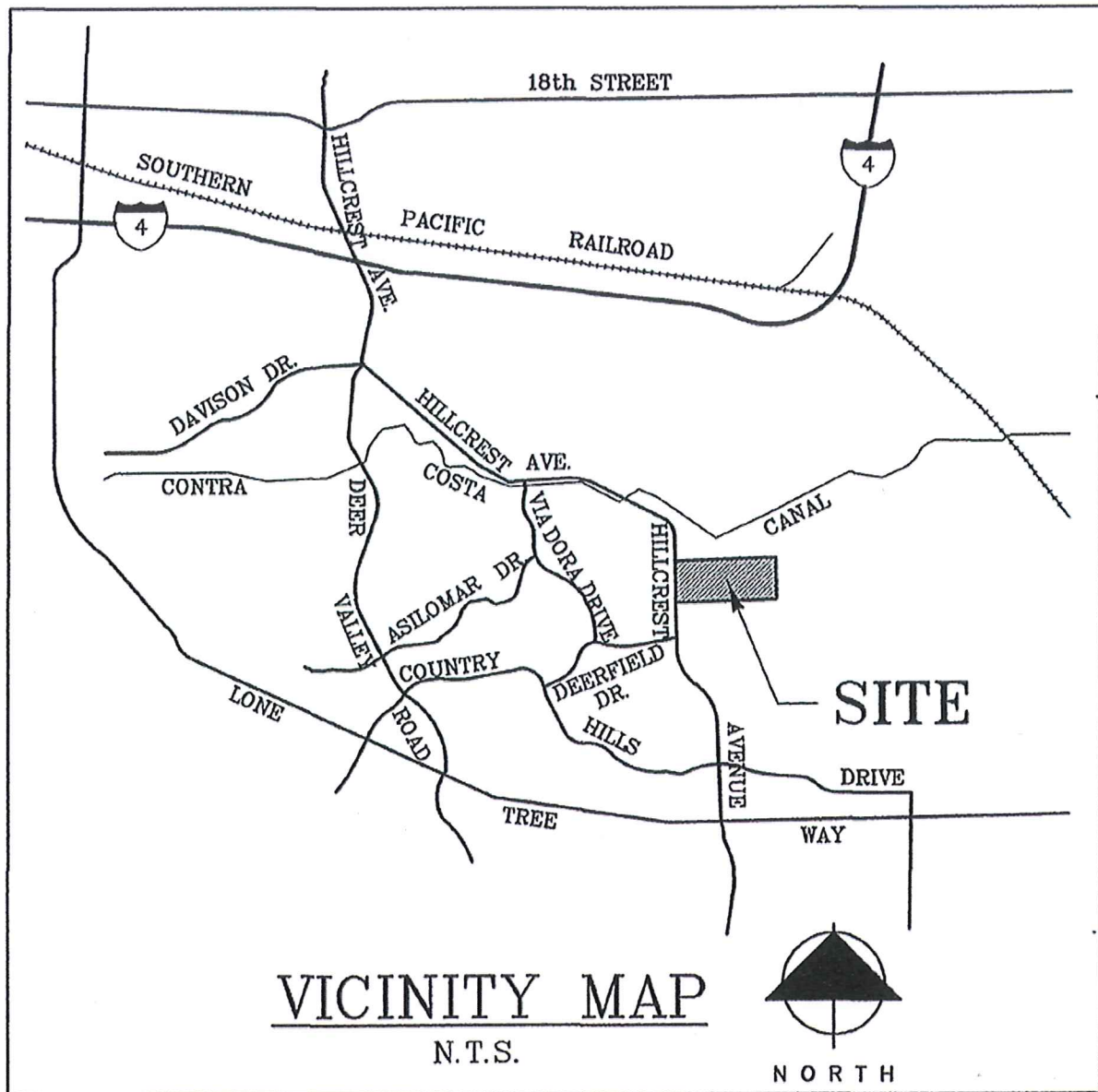
---

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

A2

ATTACHMENT "B"

Vicinity Map



B1



## ATTACHMENT "C"

SUBDIVISION AGREEMENT  
Page 1

12072-4

### SUBDIVISION AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARCADIA DEVELOPMENT COMPANY

P. O. BOX 5368

SAN JOSE, CA 95150

ATTN: MICHAEL FLETCHER

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

Lumbermans Mutual

411 Borel Avenue #410

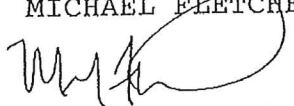
San Mateo, CA 94402



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

SUBDIVIDER: ARCADIA DEVELOPMENT CO.  
MICHAEL FLETCHER, VICE PRESIDENT

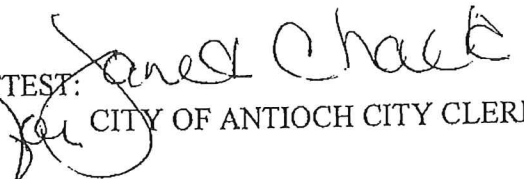
12/30/02 Date  
\_\_\_\_ Date  
\_\_\_\_ Date

  
CITY OF ANTIOCH, a Municipal Corporation

  
By: \_\_\_\_\_  
MAYOR OF CITY OF ANTIOCH

Attach Notary Acknowledgement

The foregoing Subdivision Agreement was approved by the City Council of the City of Antioch at the regular meeting held 1/14, 2002<sup>3</sup>

ATTEST:   
CITY OF ANTIOCH CITY CLERK



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Santa Clara } ss.

On December 30, 2002 before me, Gina Gomez, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Michael Fletcher  
Name(s) of Signer(s)

☒ personally known to me  
☐ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal

Gina Gomez  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer — Title(s): \_\_\_\_\_
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Ca

## ATTACHMENT "D"

Recorded at the request of and  
when recorded return to:

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

CONTRA COSTA Co Recorder Office  
STEPHEN L. WEIR, Clerk-Recorder  
DOC- 2009-0071338-00  
Acct 6- First American Title  
Friday, APR 03, 2009 08:00:00  
FRE \$0.0011  
Ttl Pd \$0.00  
Nbr-0000084846  
dar/R2/1-11

(Space above reserved for Recorder's use only)

No recording fee pursuant to Government Code section 6103

938806 cnh

### DEFERRED IMPROVEMENT AGREEMENT

This agreement made and entered into this 24<sup>th</sup> day of February, <sup>2009</sup>2008, by and between Arcadia Development Co., hereinafter referred to as "Owner", whose address is P.O. Box 5368, San Jose, CA. and the City of Antioch, a Municipal Corporation, hereinafter referred to as "City", whose address is Post Office Box 5007, Antioch, CA 94531-5007.

### RECITALS

- A. Owner owns the property consisting of approximately 30.76 acres in the City of Antioch more particularly described as Lot 282 to Lot 371 as shown on Subdivision Map 8388 filed for record on 1-30-2003 in Book 451 of Maps at Pages 41-46, in the Official Records, Contra Costa County Recorder's Office ("Property").
- B. On 2-17-1988 the Planning Commission recommended to the City Council approval of the vesting tentative map and on 3-8-1988 the City Council approved the vesting tentative map by Resolution No. 88/67 for the project known as Hidden Glen Subdivision 8388, Unit 4 ("Project").
- C. On 2-14-89, the City Council of the City of Antioch adopted Ordinance No. 743-C-S approving a Development Agreement for the "Project". The Development Agreement was recorded as Document No. 1989-87653 on 5-12-1989 in the Official Records, Contra Costa Recorder's Office.
- D. On 12-5-2001 the Planning Commission approved a Use Permit by Resolution No. 2001-57.

- E. Whereas, pursuant to the Subdivision Agreement recorded 1-30-2003 as Series Number 2003-45925, Developer is responsible for all the improvements shown on the Improvement Plans prepared by MacKay & Somsps dated 4-1990 and reviewed for compliance with Title 9, Chapter 4 of the Antioch Municipal Code by the City on 3-11-2003 ("Improvement Plans").
- F. Whereas, there are certain improvements that the Owner desires to complete later because they would likely be subjected to deterioration and/or vandalism if they are installed at the present time; and
- G. Whereas, the City is willing to allow the deferral in completion of these improvements subject to the terms below.

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

1. Incomplete Improvements: The remaining Improvements fronting each lot in the public right-of-way that have not been completed are itemized in the Preliminary Bond Estimate (Exhibit 'A') and included herein by reference, as shown on the Improvement Plans and per the entitlements referenced in the recitals ("Improvements"). All Laurel Road improvements, including raising the existing gas main, shall be completed prior to issuance of building permits for Lots 332, 333, 334 & 335 or when required by the City Engineer. The construction of these Improvements shall commence within 30 days of written notification to proceed by the City Engineer.
2. Performance Bond: Concurrent with the execution of this Agreement, Owner agrees to post surety bond in a form acceptable to the City Attorney in the amount of \$577,900 representing 100 percent (100%) of the total value of the estimated construction cost for the Improvements as described above and in the Development Agreement, plus a 10% contingency. The parties agree that the amount of the surety bond is based on a current estimate of the construction costs for the project based on the most current Improvement Plans.

DA



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

4. Notice.

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

Any written notice to City shall be sent to:

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

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

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

5. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the successors in interest of Owner.
6. Indemnity. Owner shall indemnify, defend and hold harmless the City, its Council Members, officers, employees and agents from any loss, claims, liability or expense, for personal injury or property damage arising out of or in connection with the activities of Owner or its employee or acts in the performance of its obligations, or lack thereof, under this Agreement.
7. Venue. The venue for any action to interpret or enforce this Agreement shall be the appropriate court in Contra Costa County.



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

CITY OF ANTIOCH:

  
Jim Jakel, City Manager

2/16/09  
Date

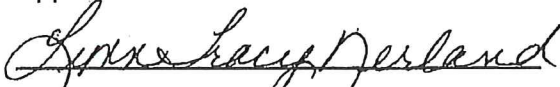
"ATTACH NOTARY'S ACKNOWLEDGEMENT"

OWNER: Arcadia Development Co.



2/10/09  
Date

Approved as to Form:

  
Lynn Tracy Nerland, City Attorney

3/6/09  
Date

D4

## CALIFORNIA ALL- PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

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

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

WITNESS my hand and official seal.



Signature Gina Gomez

Official Seal

DS

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 3/6/09  
Date

before me,

Sharon P. Daniels, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

Jim Jake  
Name(s) of Signer(s)



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

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

WITNESS my hand and official seal.

Signature

Sharon P. Daniels  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

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

#### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

D6

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

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

BASED ON APPROVED PLANS  
PREPARED BY MACKAY & SOMPS



| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|------|----------|------|-------------|------------|--------|
|------|----------|------|-------------|------------|--------|

**A. EROSION CONTROL AND GRADING**

|    |          |    |   |      |         |
|----|----------|----|---|------|---------|
| 1. | LUMP SUM |    | Erosion Control                                   |      | \$1,000 |
| 2. | 20,000   | CY | Rough Grading (includes road and balance of lots) | 2.00 | 40,000  |

**ESTIMATED TOTAL ROUGH GRADING: \$41,000**

**B. STREET WORK**

|     |          |    |  |       |         |
|-----|----------|----|--|-------|---------|
| 1.  | 47,265   | SF | Finish grading of street right of way                  | 0.15  | \$7,090 |
| 2.  | 25,071   | SF | 5" A.C. pavement including seal coats and conforms     | 1.50  | 37,610  |
| 3.  | 25,071   | SF | 18" Class II Aggregate Base                            | 1.80  | 45,130  |
| 4.  | 42,944   | lf | A.C. Overlay (Sta 1+00 - 8+04)                         | 1.00  | 42,940  |
| 5.  | 1,105    | SF | Aggregate Base under curb and                          | 0.40  | 440     |
| 6.  | 310      | SF | Aggregate Base under median curb                       | 0.40  | 120     |
| 7.  | 2,652    | SF | Aggregate Base under sidewalk                          | 0.30  | 800     |
| 8.  | 80       | LF | Standard City Barricade complete with required signing | 15.00 | 1,200   |
| 9.  | 80       | LF | 2" x 6" Redwood Header                                 | 3.50  | 280     |
| 10. | LUMP SUM |    | Slurry Seal  |       | 3,000   |
| 11. | LUMP SUM |    | Adjust Utility Boxes                                   |       | 1,500   |
| 12. | LUMP SUM |    | Pavement Markings/Signage                              |       | 1,500   |
| 13. | 450      | LF | Masonry Wall - Lots 328 thru 332                       | 40.00 | 18,000  |
| 14. | LUMP SUM |    | Raise Exist. Gas Main                                  |       | 200,000 |
| 15. | LUMP SUM |    | Wire Replacement - Street Lights                       |       | 5,000   |
| 16. | LUMP SUM |    | Street Light and Shades                                |       | 5,500   |

**ESTIMATED TOTAL STREET WORK: \$370,110**

D7



| ITEM | QUANTITY | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|------|----------|------|-------------|------------|--------|
|------|----------|------|-------------|------------|--------|

**C. CONCRETE WORK**

|    |          |    |  |          |         |
|----|----------|----|--|----------|---------|
| 1. | 442      | LF | Standard curb and gutter               | 6.50     | \$2,870 |
| 2. | 442      | LF | Standard Median curb                   | 7.00     | 3,090   |
| 3. | 2,652    | SF | 6' wide Meandering Sidewalk            | 2.50     | 6,630   |
| 4. | 1        | EA | Storm Water Inlet (Standard curb type) | 1,700.00 | 1,700   |
| 5. | LUMP SUM |    | Repair Broken Concrete                 |          | 2,500   |

**ESTIMATED TOTAL CONCRETE WORK: \$16,790**

**D. STORM DRAIN WORK**

|    |    |    |                          |       |         |
|----|----|----|--------------------------|-------|---------|
| 1. | 74 | LF | 18" RCP Storm Drain Pipe | 32.00 | \$2,370 |
|----|----|----|--------------------------|-------|---------|

**ESTIMATED TOTAL STORM DRAIN WORK: \$2,370**

**E. WATER SYSTEM WORK**

|    |          |    |  |          |         |
|----|----------|----|--|----------|---------|
| 1. | 411      | LF | 10" Main including valves and fittings | 20.00    | \$8,220 |
| 2. | 1        | EA | Blow-off assemblies                    | 400.00   | 400     |
| 3. | 1        | EA | Fire hydrants                          | 1,800.00 | 1,800   |
| 4. | 1        | EA | Irrigation Service                     | 400.00   | 400     |
| 5. | LUMP SUM |    | Raise Existing Stems                   | 400.00   | 1,250   |

**ESTIMATED TOTAL WATER SYSTEM WORK: \$12,070**

**F. LANDSCAPING/MISCELLANEOUS WORK**

|    |          |    |   |       |          |
|----|----------|----|---|-------|----------|
| 1. | LUMP SUM |    | Laurel Rd Landscaping - Entire road                           |       | \$40,000 |
| 2. | LUMP SUM |    | Landscape Openspace   |       | 3,000    |
| 3. | LUMP SUM |    | Landscape Bulb - Haig Court                                   |       | 800      |
| 4. | LUMP SUM |    | Path at open space areas - Parcels B and C including bollards |       | 20,000   |
| 5. | 98       | EA | Street trees  | 90.00 | 8,820    |
| 6. | LUMP SUM |    | Fencing @ Openspace   |       | 6,000    |
| 7. | LUMP SUM |    | Mailboxes   |       | 4,400    |

**ESTIMATED TOTAL LANDSCAPING/MISCELLANEOUS WORK: \$83,020**

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

### S U M M A R Y

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

#### NOTES:

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

Prepared by the firm of

**MACKAY & SOMPS**

D9

RESOLUTION NO. 2009/16

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

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

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

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

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

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

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

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

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

D10

RESOLUTION NO. 2009/16  
February 24, 2009  
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 24<sup>th</sup> day of February 2009, by the following vote:

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

**NOES:** None

**ABSENT:** None

(PW 557-4)

  
L. JOLENE MARTIN, City Clerk

END OF DOCUMENT

D11



**ATTACHMENT "E"**

**RECORDED AT THE REQUEST  
OF:**

CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**

CITY OF ANTIOCH

DEVELOPMENT ENGINEERING DIVISION

P.O. BOX 5007

ANTIOCH, CA 94531

(925) 779-7050

**THIS SPACE FOR RECORDER'S USE ONLY**

**NOTICE OF COMPLETION FOR  
HIDDEN GLEN UNIT 4 SUBDIVISION 8388 IMPROVEMENTS  
IN THE CITY OF ANTIOCH**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on March 23, 2021 the work and improvements hereinafter described was completed.
5. The project is located east of Hillcrest Avenue and north of Laurel Road
6. This project consisted of all public improvements including paving, curb, gutter, storm drain facilities, sewer mains, water mains, and landscaping which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Samuelson, P.E.  
Public Works Director/City Engineer  
City of Antioch

EI



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 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

**SUBJECT:** Consideration of Bids for Roof Replacements at Antioch Water Park and Water Treatment Plant Bid No. 770-1130-22A Award and Approval of Purchase Order for Materials with Garland Company Utilizing CMAS #4-01-56-006A

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding the Maintenance Services agreement for Roof Replacements at Antioch Water Park and Water Treatment Plant to the lowest, responsive, and responsible bidder Solano County Roofing;
2. Approving an Agreement with Solano County Roofing in the amount not to exceed \$290,391;
3. Authorizing the City Manager to execute the Agreement with Solano County Roofing for the total amount not to exceed \$290,391; and
4. Authorizing the City Manager to approve the Purchase Order for \$112,830.78 with The Garland Company, Inc. for Materials under CMAS #4-01-56-006A.

### **FISCAL IMPACT**

Funding for this expenditure is included in the fiscal year 2022/23 General Fund and Water Fund Operating Budgets.

### **DISCUSSION**

Staff has performed a citywide roof building assessment and identified the need for immediate replacement of roofs for five (5) City Buildings: roof only building #1 at the Antioch Water Park, and roof only buildings #1, 6, 7 and 10 at the Water Treatment Plant.

Bids were solicited on November 2, 2022 with the solicitation closing on November 30, 2022. Seven (7) bids were received. Staff have reviewed the bids for each building and

finds the bids to be a good value, ensuring efficient and timely project delivery. Staff recommends awarding a construction agreement to Solano County Roofing who is the lowest, responsive, and responsible bidder.

The purchasing contract with The Garland Company provides the materials required to replace the roofing at the five (5) City Buildings. The Garland Company will provide quality roofing materials under CMAS Contract No. 4-01-56-006A at guaranteed government pricing. The Garland Company is an industry leader in roofing material and offers a 30 year warranty on all roofs.

### **ATTACHMENTS**

- A. Resolution
- B. Bid Tabulation
- C. Maintenance Services Agreement
- D. Building Maps
- E. The Garland Company Material Quotes

**ATTACHMENT "A"**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE ROOF REPLACEMENT AT ANTIOCH WATER PARK AND  
WATER TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH SOLANO COUNTY ROOFING FOR A  
CONTRACT NOT TO EXCEED \$290,391 AND AUTHORIZING THE CITY MANAGER  
TO APPROVE A PURCHASE ORDER WITH THE GARLAND COMPANY FOR  
\$112,830.78 IN MATERIALS UNDER CMAS CONTRACT #4-01-56-006A**

**WHEREAS**, staff schedules annual inspections of City facilities and related equipment;

**WHEREAS**, staff inspected various facilities and assessed the roofs at the Antioch Water Park and Water Treatment Plant and determined that the roofs of all the buildings inspected were in poor shape and due for replacement;

**WHEREAS**, bids were solicited on November 2, 2022, the solicitation closed on November 30, 2022 and seven (7) bids were received; and

**WHEREAS**, staff reviewed the bids and finds Solano County Roofing bid to be the lowest, responsive, and responsible bidder, and of good value ensuring efficient and timely project delivery; and

**WHEREAS**, the City of Antioch will purchase materials for the roofing project from The Garland Company utilizing CMAS contract #4-01-56-006A.

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

1. Awards the Maintenance Services agreement for Roof Replacements at Antioch Water Park and Water Treatment Plant to the lowest, responsive, and responsible bidder Solano County Roofing;
2. Approves an Agreement with Solano County Roofing in the amount not to exceeded of \$290,391; and
3. Authorizes the City Manager to execute the Agreement with Solano County Roofing for the total amount not to exceed \$290,391 in a form approved by the City Attorney; and
4. Authorizes the City Manager to approve the Purchase Order for \$112, 830.78 with The Garland Company, Inc. for Materials under CMAS #4-01-56-006A.

\* \* \* \* \*



**RESOLUTION NO. 2022/\*\***

December 13, 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 13th day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

ATTACHMENT "B"



DEPARTMENT OF PUBLIC WORKS  
ROOF REPLACEMENT AT ANTIOCH WATER PARK  
AND WATER TREATMENT PLANT  
BID NO. 770-1130-22A  
BID TABULATION

|                 |                                   | Solano County<br>Roofing, Inc. | <del>Waterproofing<br/>Associates, Inc.</del> | DuBois Roofing | Andy's Roofing<br>Company, Inc. | Pioneer Contractors<br>Inc. | Best Contracting<br>Services | <del>Stronger Building<br/>Services</del> |
|-----------------|-----------------------------------|--------------------------------|---|----------------|---------------------------------|-----------------------------|------------------------------|---|
| Map #           | Location Name                     | Lump Sum                       | Lump Sum                                      | Lump Sum       | Lump Sum                        | Lump Sum                    | Lump Sum                     | Lump Sum                                  |
| 1               | Antioch Water Park Building 1     | \$ 115,186.00                  | <del>\$ 113,000.00</del>                      | \$ 158,210.00  | \$ 224,300.00                   | \$ 232,400.00               | \$ 166,000.00                | <del>\$ 220,000.00</del>                  |
| 3               | Water Treatment Plant Building 1  | \$ 97,000.00                   | <del>\$ 98,000.00</del>                       | \$ 80,746.00   | \$ 127,200.00                   | \$ 136,000.00               | \$ 157,000.00                | <del>\$ 210,000.00</del>                  |
| 3               | Water Treatment Plant Building 6  | \$ 12,732.00                   | <del>\$ 18,000.00</del>                       | \$ 43,532.00   | \$ 19,500.00                    | \$ 16,400.00                | \$ 56,546.00                 | <del>\$ 105,000.00</del>                  |
| 3               | Water Treatment Plant Building 7  | \$ 52,830.00                   | <del>\$ 58,000.00</del>                       | \$ 57,118.00   | \$ 63,990.00                    | \$ 57,600.00                | \$ 63,527.00                 | <del>\$ 32,000.00</del>                   |
| 3               | Water Treatment Plant Building 10 | \$ 12,643.00                   | <del>\$ 11,000.00</del>                       | \$ 11,440.00   | \$ 12,800.00                    | \$ 21,400.00                | \$ 68,000.00                 | <del>\$ 45,000.00</del>                   |
|                 |                                   | Addendum not attached to BID   |   |                |                                 |                             |                              | Addendum not attached to BID              |
| Bid Grand Total |                                   | \$ 290,391.00                  | <del>\$ 298,000.00</del>                      | \$ 351,046.00  | \$ 447,790.00                   | \$ 463,800.00               | \$ 511,073.00                | <del>\$ 612,000.00</del>                  |

## ATTACHMENT "C"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **13th** day of **December, 2022** ("**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 **Solano County Roofing**, a **Corporation** with its principal place of business at **4349 Cordelia Rd, Fairfield, CA 94534** ("**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 **Roofing** 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 **Roof Replacements at Antioch Water Park and Water Treatment Plant Bid No. 770-1130-22A** 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 **Roofing** 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 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 **35 Working 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 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Carlos Zepeda, 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 **David Miller, Vice President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.



3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one

calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

### 3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.



3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Two Hundred Ninety Thousand Three Hundred Ninety One Dollars (\$290,391.00)** without written approval of City's **Deputy Public Works Director**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

#### 3.3.5 California Labor Code Requirements

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

under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the

discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

**Solano County Roofing  
Attn: David Miller  
4349 Cordelia Rd  
Fairfield, CA 94534**

**City:**

**Carlos Zepeda, Deputy Public Works Director  
City of Antioch  
1201 W 4<sup>th</sup> Street  
Antioch, CA 94509**

**City:**

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### **3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and



paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND SOLANO COUNTY ROOFING**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **13th** day of **December, 2022**.

**CITY OF ANTIOCH**

*Approved By:*

\_\_\_\_\_  
Cornelius H. Johnson  
City Manager

ATTEST:

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

*Approved As To Form:*

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

**SOLANO COUNTY ROOFING**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## EXHIBIT "A"

### SCOPE OF SERVICES

#### II. SPECIFICATIONS

The City of Antioch is seeking Bids from a California State Licensed contractor with a Class A and/or C39 license, for the replacement of 5 (Five) City of Antioch facility roofs at various City facilities. Contractor will provide full-service roof repair services administering the duties and responsibilities set forth in this Request for Bid ("RFB"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting Bids must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFB. Contractor must submit data on all line items in the Bid submittal worksheets. By submitting a bid for this work, a firm agrees to comply with all terms and conditions outlined in the *Example Maintenance Service Agreement*, "Attachment A".

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction, or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Public Works Director or designee/s.

- i. TERM OF SERVICE: Contractor must complete all work within thirty-five (35) working days, Monday – Friday following a commencement of work. Liquidated Damages will be applied if project is not completed within the allotted time frame.
- ii. WORK HOURS:  
City Facility business hours are:
  - Water Park Office is open 9:00am to 5:00pm Monday Through Friday in the winter season.
  - Water Treatment Plant is open 7:00am to 3:00pm Monday through Friday.
- iii. EMERGENCY SITUATIONS: For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Facilities Supervisor or designated staff to report the issue immediately (24-hours/day).
- iv. PAYMENTS AND INVOICING: Will be net 30, or within 15 days if terms include discount. With each request for payment, invoices must reference purchase order number, date of service and description of services. Invoices are to be sent via email to [czepeda@antiochca.gov](mailto:czepeda@antiochca.gov).
- v. WARRANTY Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.

#### Roof Warranty Period:

- 30 years from date of acceptance.
- Manufacturer's warranty shall be a total systems warranty including built up bituminous cap membrane, sheet metal flashings and gutters. The same company shall manufacture/supply/guarantee the modified cap/base membrane, acrylic and urethane coatings sheet metal flashings and gutters. This composite warranty shall provide the district with a single source of liability by guaranteeing these components of the waterproofing systems against leaks for a period of 30 years.
- Contractor will submit a minimum of a 5-year warranty to the membrane manufacturer with a copy directly to the City.

#### Final Details

- Remove all debris and leftover material from property.

- Schedule with City staff a final inspection of work completed.
- **Obtain a final signoff on the building permit.**
- Provide detail documentation of work completed and warranty information. Roof Warranty must be for a minimum of 30 years. All documents required to be filled out by product manufacturer are the responsibility of the contractor.

## **SCOPE OF WORK**

### **Roof Replacements– Base Bid**

#### **LIST OF ROOFS TO BE REPLACED**

- Antioch Water Park – Roof Only Building #1
- Water Treatment Plant – Roof Only Building # 1, 6, 7 and 10

Services to be performed include the furnishing of all labor, materials, tools, equipment, supplies, services, tasks, and incidental and customary work necessary to competently perform the roof replacements at City facilities including. All warranties shall be in force for their full-term including roof jacks, valley flashing, fascia gutters and ridge vent systems.

The price quoted shall include compliance with all specifications listed below, and meet the following guidelines:

#### **Antioch Water Treatment Plant: Chlorine/Flouride & Plant B – 401 Putnam St** (Building # 1, 6 and 7 on map)

1. Remove existing roof to the structural deck.
2. Install 5" rigid polyiso set in insulock adhesive (Only for Building #1)
3. Installation of Crickets behind HVAC units sloped to ensure proper drainage
4. Installation of 1/2" rigid insulation, set in insulation adhesive.
5. Installation of SBS/SIS modified base sheet in Type IV hot asphalt.
6. Installation of SBS/SIS modified cap membrane in Type IV hot asphalt.
7. Installation of two ply modified base flashings set in hot asphalt.
8. Application of two coats Title 24 approved white roof acrylic hybrid.
9. Replacement of all remaining exposed wood blocks with neoprene rubber blocks to provide max 5' OC spacing.
10. Reuse of all existing neoprene rubber blocks.
11. Installation of 24-gauge Kynar coated skirt metal around perimeter coping, existing railing system and metal to remain in place.
12. Installation of new 24-gauge Kynar Coated edge metal.
13. Reuse all downspouts.
14. Installation of 4 lb. lead jacks at all pipe penetrations.
15. Reuse of exhaust fan covers.
16. Flashings, details, clean up, etc.

#### **Antioch Water Treatment Plant Concrete Deck Coating – 401 Putnam St**

(Building # 10 on map)

1. Bead blast entire surface.
2. Repair any surface cracks or void larger than 1/8" with structural adhesive GreenLock sealant XL.
3. Reinforce all seams and joints with polyester reinforced butyl tape.
4. Install Durawalk epoxy primer at ¼ gallon per 100sqft.
5. Install Base Coat two-part polyurea Liquitec over entire surface at 2.5gallons per 100sq.ft.
6. Install Top Coat two part polyurea Liquitec over entire surface at 2.5gallons per 100sq.ft.



Antioch Water Park – 4701 Lone Tree Way

(Building # 1 on map)

1. Remove existing roof to the structural deck
2. Installation of Crickets behind HVAC units sloped to ensure proper drainage
3. Installation of 1/2" rigid insulation, set in insulation adhesive.
4. Installation of SBS/SIS modified base sheet in Type IV hot asphalt.
5. Installation of SBS/SIS modified cap membrane in Type IV hot asphalt.
6. Installation of two ply modified base flashings set in hot asphalt.
7. Application of two coats Title 24 approved white roof acrylic hybrid.
8. Replacement of all remaining exposed wood blocks with neoprene rubber blocks to provide max 5' OC spacing.
9. Reuse of all existing neoprene rubber blocks.
10. Installation of new 24-gauge Kynar Coated skirt metal around perimeter coping, existing railing system and metal to remain in place.
11. Installation of new 24-gauge Kynar Coated edge metal.
12. Reuse all downspouts.
13. Installation of 4 lb. lead jacks at all pipe penetrations.
14. Reuse of exhaust fan covers.
15. Flashings, details, clean up, etc.



## 1. SUBMITTALS



- a. Provide the following to the Owner prior to award of roofing work.
  - i. Written certification from the roofing system manufacturer corporate officer certifying that the applicator is currently approved for installation of the specified roofing system.
  - ii. Descriptive product data including MSD sheets.
  - iii. Certification of Class A roof system.
  - iv. Sample copy of contractor's workmanship warranty.
  - v. Sample copy of specified Manufacturer's warranty.
  - vi. Sample copy of Manufacturer's Architectural indemnification Agreement.
- b. TEST REPORTS: Submit copies of the bitumen manufacturer's test reports of the following information for each batch of bitumen furnished:
  - i. Softening Point: ASTM D36.
  - ii. Flashpoint: ASTM D92.
  - iii. Acceptable Bitumen Temperatures: As recommended by the bitumen manufacturer and label EVT on containers. Furnish to the Architect two hand held, "8F" thermometers per ASTM E1 for kettle temperature checking. Keep thermometers at the site and accessible at all times. Provide kettle with operating thermometer, keep thermometer clean of bitumen.
- c. PRODUCT DATA: Submit brochures containing material samples, SDS, schedules, charts, literature, and illustrations to indicate the performance, fabrication procedures, product variations, and accessories.
  - i. Within four (4) weeks of award of contract, submit:
    - 1. Minimum of two (2) samples of each sheet material and descriptive literature.
    - 2. Manufacturer's specifications and other independent test data according to ASTM designation D-5147-91 "Standard Test Methods for Sampling and Testing Modified Bituminous Sheet Material" needed to prove compliance with specified requirements.
    - 3. All other data and information to satisfy requirements of manufacturer on warranty needs.
    - 4. A written statement from the roofing materials manufacturers corporate officer approving the installer and stating the intent to guarantee the completed project as specified.
    - 5. Samples of proposed warranty complete with any addenda necessary to meet the warranty requirements as specified.
    - 6. Certified copy of ISO 9001 compliance.
- d. SHOP DRAWINGS: Indicate size and materials. Show locations and installation procedures. Include details of joints, attachments, fastening patterns, and clearances. Submit 1 electronic original and retain approved copies at the Site.
- e. MAINTENANCE PROCEDURES: Upon substantial completion of the project, deliver to Owner three (3) copies of manufacturer's printed instructions regarding care and maintenance of roof.
- f. Wind uplift calculation: roofing system manufacturer's engineering department shall provide a ASCE 7-10 calculation per CBC, Chapter 15. Calculations shall be stamped by a CA licensed structural engineer. Calculation shall diagrammatically show fastening pattern for insulation attachment.
- g. Plumbing calculation: roofing system manufacturer's engineering department shall provide a primary drain and overflow drain or overflow scupper calculation per CBC, Chapter 11. Calculations shall be stamped by a CA licensed mechanical engineer.
- h. Structural wind load calculation: underlayment manufacturer's engineering department shall provide a ASCE 7-10 calculation per CBC, Chapter 16. Calculations shall be stamped by a CA licensed structural engineer. Calculation shall diagrammatically show fastening pattern for structural deck attachment.
  - i. Manufacturer shall provide onsite verification structural deck meets loading requirements after roof have been removed.

- i. Litigation and settlements: provide a notarized statement from a corporate officer stating roofing system manufacturer has not settled litigation or paid fines to a public agency in excess of \$20 million dollars.
- j. Inspection Reports: Written certification from the roofing system manufacturer corporate officer certifying that the manufacturer will provide a minimum of three job site inspections per week and provide a detailed report including pictures to architect or owner.

## 2. QUALITY ASSURANCE

- a. Manufacturer Qualifications: Roofing system manufacturer shall have a minimum of 10 year's experience in manufacturing modified bitumen roofing products in the United States and be ISO 9001 certified.
- b. Installer Qualifications: Installer (Roofing) shall be specializing in modified bituminous roof application with minimum 5 years' experience and who is certified by the roofing system manufacturer (The Garland Company, Inc.) as qualified to install manufacturer's roofing materials.
  - i. Installer shall be California C-39 licensed.
  - ii. Install shall have an office with 75 miles of the District office in order to provide prompt leak response during contractor warranty period.
- c. Regulatory Requirements:
  - i. Classification by Underwriters' Laboratories, Inc. as a Class A roof covering.
  - ii. Roofing system shall be installed in accordance with ASCE-7 wind uplift requirements for geographical location and a 120 MPH 3-second gust wind speed zone with an importance factor of 1.15 based on IBC requirements. Wind- resistance loads listed below have a safety factor of 2.0 incorporated into the calculation.
  - iii. Follow local, state, and federal regulations of safety standards and codes. Refer to applicable building code or International Building Code for roofing system installation requirements and limitations.
- d. Installer's Field Supervision: Require Installer to maintain a full-time Supervisor/Forman on job site during all phases of modified bituminous sheet roofing work and at any time roofing work is in progress, proper supervision of workmen shall be maintained. A copy of the specification shall be in the possession of the Supervisor/Foremen and on the roof at all times.
- e. It shall be the Contractor's responsibility to respond immediately to correction of roof leakage during construction.
- f. Disqualification of Bidders: A bidder can be disqualified by the Architect or Owner for any of the following reasons, but not limited to:
  - i. The failure to attend the Pre-Bid conference at the time and place so described under Bidding Dates.
  - ii. Incorrect use of the "Proposal" as provided by the Architect/Owner. Any changes in said format shall be accepted by the Architect/Owner only when requested and approved in writing prior to the bid opening. Changes in the Proposal after the opening of the bids will not be accepted.
  - iii. Lack of proficiency as shown by past work or incomplete work under other contracts which, in the judgement of the Architect/Owner might hinder or prevent the prompt completion of additional work if so awarded or any involvement in any legal actions which relate to past or present performance. This includes, but is not limited to lawsuits, court appointed actions, and/or ongoing litigation.
- g. Pre-installation Roofing Conference: Approximately 2 weeks before scheduled of commencement modified bitumen sheet roof system and associated work, meet at Project site with Installer, installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in the around roofing that must precede or follow roofing work (including mechanical work if any), Architect/Owner, roofing system manufacturer's representative, and other representatives

directly concerned with performance of the Work, including (where applicable) Owner's insurers, test agencies, and governing authorities. Objectives to include:

- i. Review foreseeable methods and procedures related to roofing work. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations, and other preparatory work performed by other trades.
- ii. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.
- iii. Review roofing systems requirements (drawings, specifications, and other contract documents).
- iv. Review required submittals, both completed and yet to be completed.
- v. Review and finalize construction schedule related to roofing work and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
- vi. Review required inspection, testing, certifying, and material usage accounting procedures.
- vii. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not a mandatory requirement).
- viii. Record (contractor) discussion of conference, including decisions and agreements (or disagreements) reached, and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.
- ix. Review notification procedures for weather or non-working days.

### **3. DELIVERY, STORAGE AND HANDLING**

- a. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- b. Store and handle roofing sheets in a dry, well-ventilated, weather-tight place to ensure no possibility of significant moisture exposure. Store rolls of felt and other sheet materials on pallets or another raised surface. Stand all roll materials on end. Cover roll goods with a canvas tarpaulin or other breathable material (not polyethylene).
- c. Do not leave unused rolled goods on the roof overnight or when roofing work is not in progress unless protected from weather and other moisture sources.
- d. Handle and store materials or equipment in a manner to avoid significant or permanent deflection of deck.

### **4. MANUFACTURER'S INSPECTIONS**

- a. When the project is in progress, the Roofing System Manufacturer will provide the following:
  - i. Keep the Architect informed as to the progress and quality the work as observed.
  - ii. Provide job site inspections minimum three days per week by a full-time employee of the manufacturer.
  - iii. Report to the Architect in writing, any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
  - iv. Confirm, after completion of the project and based on manufacturer's observations and tests, that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

### **5. PROJECT CONDITIONS**

- a. Weather Condition Limitations: Do not apply roofing membrane during inclement weather or when a 30% chance of precipitation is expected.
- b. Do not apply roofing insulation or membrane to damp deck surface.



- c. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- d. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.

**6. SEQUENCING AND SCHEDULING**

- a. Sequence installation of modified bituminous sheet roofing with related units of work specified in other sections to ensure that roof assemblies, including roof accessories, flashing, trim, and joint sealers, are protected against damage from effects of weather, corrosion, and adjacent construction activity.
- b. All work must be fully completed on each day. Phased construction will not be accepted.

**7. WARRANTY**

- a. Membrane Manufacturer upon completion of installation, and acceptance by the Owner and Architect, the manufacturer will supply to the Owner the Thirty (30) Year "No Dollar Limit" watertight warranty.
  - i. Warranty shall cover the calculated wind speed.
  - ii. Warranty shall be sole source warranty for modified bitumen, metal roofing, metal wall panels, edge metal, roof insulation and penetration flashing material.
- b. Contractor will submit a minimum of a 5-year warranty to the membrane manufacturer with a copy directly to Owner.
- c. Membrane manufacturer will provide an annual inspection at the annual request of the owner for the life of the warranty.

**PRODUCTS**

**1. GENERAL**

- a. When a particular trade name or performance standard is specified, it shall be indicative of a standard required.
  - i. Design is based on StressPly, manufactured by Garland Co.
  - ii. Pre-approved equal as noted below.
- b. Provide products as specified. Prime bidding contractors proposing substitutes shall submit all required submittal information under 07 53 60, PART 1, 1.4 to The Owner's representative at least 10 days prior to bid due date. All substitutions have to be approved prior to bidding. No substitutions will be accepted after bidding or contract award. All bidders will have an opportunity to bid on any substitute system that is approved. Substitution requests will not be accepted from anyone other than prime bidding contractors who have attended the prebid walkthrough.
- c. Any item or materials submitted as an alternate to the manufacturer specified must comply in all respects as to the quality and performance, including job site investigation of the brand name specified. The Owner shall be the sole judge as to whether or not an item submitted as an equal is truly equal. Should the contractor choose to submit on the equal basis, he shall assume all risk involved, monetary or otherwise, should the Owner find it unacceptable. The Contractor is warned to obtain prior approval at least ten days prior to bid date of any material not specified. The following must be included for materials submitted for substitutions: (five copies)
  - i. Complete data substantiating compliance of proposed substitution with Contract Documents.
  - ii. For products:



- a. Product identification, including manufacturer's literature and manufacturer's name and address.
- b. Current certificate from an accredited testing laboratory comparing the physical and performance attributes of the proposed material with those of the specified materials substantiating, SBS Rubber Content, Ash Content, Low Temperature Flexibility, Tensile Strength of finished membranes according to ASTM D-5147. Test results must be dated, notarized, and on testing laboratory stationary.
- c. A five-gallon sample of any adhesive, coating, mastic or sealant and a 3' X 5', sample of any sheeting goods as may be specified. Manufacturer's labels must be on containers, smaller containers may be submitted if manufacturer's labels are attached.
- d. Material Safety Data Sheets providing all pertinent data as to flammability, combustibility, toxicity, etc.
- e. List of at least five (5) local jobs within 50 miles, where the proposed alternate material was used under similar conditions. These jobs must be available for inspection by the Owner. Names, phone numbers, and a copy of manufacturer's warranty on each job are required for verification.
- f. Notarized statement from the Roofing System Manufacturer, signed by a corporate officer of the Corporation with the Corporate Seal affixed thereto stating in writing that:
  - All Bidding Documents have been inspected.
  - The project site has been inspected.
  - The roofing system manufacturer will provide field inspections a minimum of three times per week, on during, and until all construction work is completed and accepted by the Owner. Inspections shall be performed by a full-time employee of the manufacturer. These inspections shall be provided to the Owner at no charge.
  - Furnish the 30-year NDL "No Dollar Limit" warranty as stipulated in the Contract Documents. Warranty must cover calculated wind speed; warranty coverage cannot be provided by a third party.
- iii. For construction methods:
  - a. Detailed description of proposed method.
  - b. Drawings illustrating methods.
- iv. Itemized comparison of proposed substitution with product or method specified.
- v. Data related to changes in construction schedule.
- vi. Relation to separate contracts.
- d. In making request for substitution, Bidder / Contractor represents:
  - i. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
  - ii. He will provide the same guarantee for substitution as for product or method specified.
  - iii. He will coordinate installation of accepted substitution in work, making such changes as may be required for work to be completed in all respects.
  - iv. He waives all claims for additional cost related to substitution which consequently become apparent.
  - v. Cost data is complete and includes all related cost under his contract or other contracts which may be affected by the substitution. He will reimburse the Owner for all redesign cost substitute may require.
- e. Substitutions will not be considered if:
  - i. Product or method to be considered does not have a minimum of ten (10) years of successful performance in roofing and reroofing applications in the United States.
  - ii. Any discrepancies in the test data, or if the tests or submittals are incomplete.
  - iii. They are indicated or implied on Shop Drawings or Project Data Submittals without formal request submitted in accordance with Paragraph 2.01.
  - iv. Acceptance will require substantial revision of Contract Documents.

2. **BITUMINOUS MATERIALS**

- a. Asphalt Roofing Mastic: V.O.C. compliant, ASTM D-2822, Type II. Flashing Bond by Garland or pre approved equal.
- b. Asphalt: Shall meet ASTM Specification D-312 Type IV.

3. **SHEET MATERIALS**

- a. Roofing Membranes
  - i. Modified Roof Membrane (Base Ply): 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with high strength, fiberglass reinforcement. Stressbase 80 by Garland, or pre-approved equal.
  - ii. Modified Roof Membrane (Finish Ply): urethane resin modified roof membrane reinforced with asphalt-coated glass fiberglass scrim, with granulated surface. Stressply Plus FR Mineral by Garland or preapproved equal.
  - iii. Finish Surfacing (CRRC): Single-component, urethane-dispersion liquid coating, Pyramic Plus LO by Garland, or pre-approved equal.
- b. Flashing Membrane: Two ply modified base flashing system.
  - i. Base Ply: 80 mil SBS (Styrene-Butadiene-Styrene) rubber modified roofing membrane with high strength, polyester/fiberglass reinforcement. Stressbase 80 by Garland, or pre-approved equal.
  - ii. Finish Ply: Urethane resin modified roof membrane reinforced with asphalt-coated glass Fiberglass scrim with granulated surface. Stressply Plus FR Mineral by Garland or pre-approved equal.
  - iii. Finish Surfacing (CRRC): Single-component, urethane liquid coating, Pyramic Plus LO by Garland, or pre-approved equal.

4. **INSULATION**

- a. Asphalt roof Protection Board: Premolded Gypsum Fiber board 1/2 inch thickness.
  - i. 1/2" USG Secure Rock by Commercial Innovations or approved equal.

5. **RELATED MATERIALS**

- a. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes / shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
- b. Fasteners:
  - i. Shall be Factory Mutual approved and as recommended by the manufacturer for the specific application.
  - ii. Fastener for Brick: Shall be 1/4 inch x 2 inches, stainless steel nail, one piece unit, flat head, as manufactured by Rawl Zamac Nailin, or approved equal.
  - iii. Fastener for Wood: Shall be a #14 Factory Mutual approved fastener, fluorocarbon coated, with CR-10 coating. A minimum 0.200 inch diameter shank and 0.250 inch diameter thread. To be used with Factory Mutual approved, round pressure plates or bar, and having a fluorocarbon CR-10 coating, when subjected to 30 Kesternich cycles (DIN 50018) shows less than ten percent (10%) red rust which surpasses Factory Mutual Approval Standard 4470 as manufactured by Olympic Manufacturing Group, Inc., or pre-approved equal.
  - iv. Roofing Nails: Stainless steel, 316, type, size as required to suite application, minimum 11 gauge with 3/8 inch diameter head, minimum 11/2 inches in length.
  - v. Iron-Lok Toggle: Shall be a toggle bolt with minimum 0.215 inch diameter shank and minimum 20 threads per inch, with a 2-1/2 inch wing span, with wing activated adhesive and pressure plate, as manufactured by OMG or Tru-fast

- c. Metal Discs: Flat discs or caps of plastic sheet metal not lighter than 28 gauge and not less than 1-inch in diameter. Discs shall be formed to prevent dishing. Bell or cup- shaped caps are not acceptable.
- d. Pipe supports: Zinc Jacks by Commercial Innovation or Equal

## **EXECUTION**

### **1. EXAMINATION**

- a. Examine substrate surfaces to receive modified bitumen sheet roofing system and associated work and conditions under which roofing will be installed. Do not proceed with roofing until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

### **2. GENERAL INSTALLATION REQUIREMENTS**

- a. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing modified bitumen sheet system.
- b. Insurance / Code Compliance: Where required, install and test modified bitumen sheet roofing system to comply with governing regulations and specified insurance requirements.
- c. Protect other work from spillage of modified bitumen roofing materials, and prevent liquid materials from entering or clogging drains and conductors. Replace or restore other work damaged by installations of modified bituminous sheet roofing system work.
- d. Coordinate installing roofing system components so that insulation and roofing plies are not exposed to precipitation or left exposed overnight. Provide cut-offs at end of each day's work to cover exposed ply sheets and insulation with two courses of #15 organic felt with joints and edges sealed with roofing cement. Remove cut-offs immediately before resuming work.
- e. Substrate Joint Penetrations: Prevent bitumen from penetrating substrate joints, entering building, or damaging roofing system components or adjacent building construction.
- f. Apply roofing materials as specified herein unless recommended otherwise by manufacturer's instructions. Keep roofing materials dry before and during application. Do not permit phased construction. Complete application of roofing plies, modified sheet and flashing in a continuous operation. Begin and apply only as much roofing in one day as can be completed that same day.
- g. Asphalt Bitumen Heating: Heat and apply bitumen according to EVT Method as recommended by NRCA. Do not raise temperature above minimum normal fluidholding temperature necessary to attain EVT (plus 5 °F at point of application) more than 1 hour prior to time of application. Determine flash point, finished blowing temperature, EVT, and fire-safe handling temperature of bitumen either by information from manufacturer or by suitable test. Do not exceed recommended temperature limits during bitumen heating. Do not heat to a temperature higher than 25° below flash point. Discard bitumen that has been held at temperature exceeding finishing blowing temperature (FBT) for more than 3 hours. Keep kettle lid closed except when adding bitumen.
- h. Bitumen; Mopping Weights: For interply mopping, apply bitumen at the rate of approximately 25lb of asphalt per roof square (plus or minus 25 percent on a total job average basis).

### **3. INSULATION INSTALLATION**

- a. Wood decks shall be covered with a rosin sheet, prior to mechanically fastening insulation as follows:
  - i. Install in accordance with manufacturer's current published application instructions and stamped ASCE-7 wind uplift calculation. Submit perimeter, field and corner fastening patterns and cite all ASCE-7 data pertaining to the fastening pattern to the Architect for review.
  - ii. Mechanically attach base layers of thermal insulation and mop the cover board if thermal insulation is installed.
  - iii. If no thermal insulation to be installed mechanically attach cover board to structural deck.

#### 4. STANDARD ROOFING SHEET INSTALLATION

##### a. BASE PLY INSTALLATION

- i. Install modified membrane in 25-30 lbs. per square of bitumen, shingled. Shingle in proper direction to shed water on each area of roof.
- ii. Lap ply sheet ends eight inches. Stagger end laps twelve inches minimum.
- iii. Extend plies two inches beyond top edges of cants at wall and projection bases.
- iv. Install base flashing plies to all perimeter and projections details.

##### b. MODIFIED MEMBRANE APPLICATION

- i. The modified membrane shall then be solidly bonded to the base layers with specified asphalt at the rate of 35 lbs. per 100 square feet.
- ii. The roll must push a puddle of asphalt in front of it with asphalt slightly visible at all side laps. Care should be taken to eliminate air entrapment under the membrane.
- iii. Apply pressure to all seams to ensure that the laps are solidly bonded to substrate.
- iv. Subsequent rolls of modified shall be installed across the roof as above with a minimum of 4" side laps and 8" end laps. The end laps shall be staggered. The modified membrane shall be laid in the same direction as the underlayers, but the laps shall not coincide with the laps of the base layers.
- v. Apply asphalt no more than five feet ahead of each roll being embedded.
- vi. Extend membrane 2" beyond top edge of all cants in full moppings of the specified asphalt as shown on the drawings.
- vii. Broadcast minerals into the bleed out of asphalt while bitumen is still hot to achieve uniform color throughout.
- viii. Coat entire roof with 1 gallon per sq. per coat. 2 coats.

##### c. PLUMBING STACK

- i. Minimum stack height is 8".
- ii. Run base ply system over the roof. Seal the base of the stack with elastomer.
- iii. Prime flange of new sleeve. Install properly sized sleeves set in a 1/4" bed of roof cement.
- iv. Install base ply in bitumen.
- v. Install stripping membrane in bitumen.
- vi. Install modified roof membrane.
- vii. Caulk the intersection of the membrane and the with elastomeric sealant.
- viii. Turn sleeves a minimum of 1" down inside of stack.

#### 5. FLASHING MEMBRANE INSTALLATION

- a. All curb, wall and parapet flashings shall be sealed with an application of mastic and mesh on a daily basis. No condition should exist that will permit moisture entering behind, around, or under the roof or flashing membrane.
- b. Prepare all masonry walls, penetrations and expansion joints to be flashed and where shown on the drawings, with asphalt primer at the rate of one gallon per 100 square feet. Allow primer to dry tack free.
  - i. At wood walls mechanically attach a Type II base sheet to wall.
- c. The two-ply modified flashing system will be used as the flashing membrane and will be adhered to the underlying substrate by heat fusing unless otherwise noted in these specifications and nailed off 8" O.C. at all vertical surfaces. All base flashing shall extend up wall or curb in the machine direction of the membrane.
- d. The entire sheet of flashing membrane must be solidly adhered to the substrate.
  - i. Install base flashing in hot and cap sheet in mastic.
- e. Counter flashing, cap flashings, expansion joints, and similar work to be coordinated with modified bitumen roofing work are specified in other sections.
- f. Roof accessories, miscellaneous sheet metal accessory items, including piping vents and other devices to be coordinated with modified bituminous roof system work are in other sections.



**6. FLASHING AT WALLS AND PENETRATIONS**

- a. Minimum flashing height is 8". Prime vertical wall at a rate of 100 square feet per gallon and allow to dry.
- b. Set cant in bitumen. Run all plies over cant a minimum of 2".
- c. Install bottom flashing ply covering wall or penetration with 6" on to field of roof. After all laps have been tested, and a complete positive bond has been achieved, the applicator shall heat the seam edge and trowel along the seam edge. Troweling shall continue until a sloped, beveled edge has been produced. All base flashing shall extend up wall or curb in the machine direction of the membrane.
- d. The second ply shall be modified top flashing ply installed over the bottom flashing ply and 9" on to field of roof in mastic. After all laps have been tested, and a complete positive bond has been achieved, the applicator shall heat the seam edge and trowel along the seam edge. Troweling shall continue until a sloped, beveled edge has been produced. All base flashing shall extend up wall or curb in the machine direction of the membrane.
- e. Secure termination bar through flashing and into wall 8" O.C. and seal top edge to prepared surface with a three-course application of PVC mesh and asphaltic mastic.
- f. Coat base flashings after 30 days.

**7. FIELD QUALITY CONTROL**

- a. Testing:
  - i. Re-test until roof is shown to be watertight.
- b. Manufacturer Field Services: Provide three times weekly site inspection for a minimum of one (1) hour during active roofing operations by an experienced, full-time employee of the roofing manufacturer. Submit written reports weekly.

**8. CLEANING**

- a. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.
- b. Touch up minor abrasions and exposed fasteners with matching paint provided by panel manufacturer. Remove and replace panels that cannot be satisfactorily touched up.
  - i. No exposed sealant or visible raw metal.
- c. Sweep and remove chips, shavings, and dust from roof on a daily basis during installation period. Leave installed work clean, free from grease, finger marks and stains.
- d. Upon completion of installation, remove scraps and debris from project site.

**9. PROTECTION**

- a. Do not permit storage of materials or roof traffic on installed roof. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- b. Touch-up, repair, or replace damaged roof panels or accessories before date of Substantial Completion.

**10. OWNER SUPPLIED MATERIALS**

- a. Contractor must include in their base bid any additional materials to complete the roofing project. Contractor must provide all labor to install owner supplied materials as part of their bid. All materials not specifically included in the owner supplied materials section will be the responsibility of the contractor to provide and install in compliance with scope of work. Freight charges of Owner supplied materials will be the responsibility of the Owner. Contractor must take delivery of materials, properly cover and store at jobsite or their shop. Contractor must be able to provide certification in writing from roof system manufacturer that the contractor is

- approved to install the specified roof system and provide all warranty requirements of the specifications.
- b. The owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- c. Note that this project includes the installation of owner-supplied material; the District has acquired roofing material through the CMAS (California Multiple Award Schedules) program.

#### **11. OWNER'S RESPONSIBILITIES**

- a. SUBMITTALS: Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- b. DELIVERY:
  - i. General: Arrange and pay for product delivery to site, in accordance with construction schedule.
  - ii. Bill of Materials: Deliver supplier's documentation to Contractor.
  - iii. Inspection: Inspect jointly with Contractor.
  - iv. Claims: Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- c. GUARANTEES: Arrange for manufacturer's warranties, bonds, service, inspections, as required

#### **12. CONTRACTOR'S RESPONSIBILITIES**

- a. SUBMITTALS: Review shop drawings, product data and samples and submit to Architect with notification of any discrepancies or problems anticipated in use of product.
- b. DELIVERY:
  - i. General: Designate delivery date for each product in Progress Schedule.
  - ii. Receiving: Receive and unload products at site. Handle products at site, including uncrating and storage.
  - iii. Inspection: Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
  - iv. Storage: Protect products from damage or exposure to elements.
- c. INSTALLATION:
  - i. General: Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
  - ii. Repair and Replacement: Items damaged during handling and installation are responsibility of contractor

**d. The Owner, City of Antioch, will supply the following materials and quantities:**

Base Bid:

1. 151 - StressPly Plus FR Mineral
2. 76 - Stressbase 80
3. 9 - Flashing Bond
4. 4 - Garmesh
5. 30 - Tuff Stuff Caulking
6. 2 - Pyramic Plus LO (55G)
7. 33 - Pyramic Plus LO (5G)
8. 4 - Liquitac
9. 3 - Unibond 6" Polyester
10. 15 - 24ga. Flat Stock Metal
11. 1 - Durawalk FC Primer



**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**SEE EXHIBIT A**



**EXHIBIT "C"**  
**COMPENSATION**

**OFFICIAL BID SUBMITTAL PAGE NO. 1 OF 7**

**INITIAL HERE** DM

**BID SUBMITTAL WORK SHEET - BID NO. 770-1130-22A**

**Cost Schedule to Replace Roofs**

| Map # | Location Name                     | Lump Sum   | EXCEPTIONS to specifications  |
|-------|-----------------------------------|------------|---|
| 1.    | Antioch Water Park Building 1     | \$ 115,186 | Complete siding replacement, only includes removing the 2' and installing the BUR roof system in lieu of siding replacement |
| 2.    | Water Treatment Plant Building 1  | \$ 97,000  |   |
| 2.    | Water Treatment Plant Building 6  | \$ 12,732  |   |
| 2.    | Water Treatment Plant Building 7  | \$ 52,830  |   |
| 2.    | Water Treatment Plant Building 10 | \$ 12,643  |   |

**BID GRAND TOTAL \$ 290,391**

(Include all labor, materials, tools, equipment, supplies, services, tasks, incidentals, and customary work necessary to competently perform the roof replacements.)

**Written Bid Grand Total Amount:** Two Hundred Ninety Thousand Three Hundred Ninety One Dollars

Company Name: Solano County Roofing  
Primary Contact: David Miller Title: Vice President

Business Address: 4349 Cordelia Rd  
City, State, Zip: Fairfield, CA 94534

Telephone No.: 510.432.1481 Fax No: 707.864.8205  
Email Address: dmiller.scr@gmail.com

**The Base Bid Total shall be a lump sum price and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all work involved to complete all roofing and siding repairs and conforming to the specifications of this bid package and as outlines in the Scope of Work section and Bid Submittal Worksheets.**

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### **Commercial General Liability (CGL):**

  X   Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

       Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### **Automobile Liability:**

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

\_\_\_ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Contractor's Pollution Legal Liability:**

\_\_\_\_ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

### **Cyber Liability Insurance**

\_\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

\_\_\_\_ Bid Bond  
**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.
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"

### Water Treatment Plant Buildings 1, 6, 7 and 10 on Map



### Antioch Water Park Building 1







since 1895

# THE GARLAND COMPANY, INC.

*HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS*

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Joe Salazar

Phone: (925)890-6509

To: City of Antioch - Water Park

From: Joe Salazar

Re: CMAS Material

The following are the material needed to complete the building roof restoration.

| Product (Product #)                                  | Price      | Ext. Price: |
|--|------------|-------------|
| 1. 60 - (4377) Stressply Plus FR Mineral(.75sq roll) | \$267.30   | \$16,038.00 |
| 2. 30 - (4411-80) Stressbase 80 (1.5sq Roll)         | \$256.41   | \$ 7,692.30 |
| 3. 5 - (7110-5) Flashing Bond (5G)                   | \$132.66   | \$ 663.30   |
| 4. 15 - (2130-TRUWHITE) Tuff Stuff Caulking          | \$18.81    | \$ 282.15   |
| 5. 2 - (7475-55-U) Pyramic Plus LO (55G)             | \$4,885.65 | \$ 9,771.30 |
| 6. 2 - (4840-6) Garmesh 6"                           | \$75.24    | \$ 150.48   |

|                    |                    |
|--------------------|--------------------|
| SUB-TOTAL:         | \$ 34,597.53       |
| Sales Tax,         | \$ 3,373.25        |
| Estimated Freight: | <u>\$ 2,500.00</u> |
| CMAS Total:        | \$ 40,470.78       |

Please make the PO out to The Garland Company Inc, 3800 East 91<sup>st</sup> Street, Cleveland, OH 44105. Please add the Garland CMAS # 4-01-56-006A to the front of the Purchase Order to ensure compliance with CMAS requirements. The freight is an estimated cost.

Thank you, Joe



since 1895

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PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Joe Salazar

Phone: (925)890-6509

To: City of Antioch - Water Treatment Plant - Building 1

From: Joe Salazar

Re: CMAS Material

The following are the material needed to complete the building roof restoration.

| Product (Product #)                                  | Price    | Ext. Price:  |
|--|----------|--------------|
| 1. 50 - (4377) Stressply Plus FR Mineral(.75sq roll) | \$267.30 | \$ 13,365.00 |
| 2. 25 - (4411-80) Stressbase 80 (1.5sq Roll)         | \$256.41 | \$ 6,410.25  |
| 3 6 - (SSFS24STD) Flat Stock Metal                   | \$135.63 | \$ 813.78    |
| 4. 2 - (7110-5) Flashing Bond (5G)                   | \$132.66 | \$ 265.32    |
| 5. 5 - (2130-TRUWHITE) Tuff Stuff Caulking           | \$18.81  | \$ 94.05     |
| 6. 20 - (7475-U) Pyramic Plus LO (5G)                | \$446.49 | \$ 8,929.80  |
| 7. 1 - (4840-6) Garmesh 6"                           | \$75.24  | \$ 75.24     |

|                    |                   |
|--------------------|-------------------|
| SUB-TOTAL:         | \$ 29,953.44      |
| Sales Tax,         | \$ 2,920.46       |
| Estimated Freight: | <u>\$ 2500.00</u> |
| CMAS Total:        | \$ 35,373.90      |

Please make the PO out to The Garland Company Inc, 3800 East 91<sup>st</sup> Street, Cleveland, OH 44105. Please add the Garland CMAS # 4-01-56-006A to the front of the Purchase Order to ensure compliance with CMAS requirements. The freight is an estimated cost.

Thank you, Joe



since 1895

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3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Joe Salazar

Phone: (925)890-6509

To: City of Antioch - Water Treatment Plant - Building 6

From: Joe Salazar

Re: CMAS Material

The following are the material needed to complete the building roof restoration.

| Product (Product #)                                 | Price    | Ext. Price: |
|---|----------|-------------|
| 1. 9 - (4377) Stressply Plus FR Mineral(.75sq roll) | \$267.30 | \$ 2,405.70 |
| 2. 5 - (4411-80) Stressbase 80 (1.5sq Roll)         | \$256.41 | \$ 1,282.05 |
| 3 4 - (SSFS24STD) Flat Stock Metal                  | \$135.63 | \$ 542.52   |
| 4. 5 - (2130-TRUWHITE) Tuff Stuff Caulking          | \$18.81  | \$ 94.05    |
| 5. 3 - (7475-U) Pyramic Plus LO (5G)                | \$446.49 | \$ 1,339.47 |

|                    |                    |
|--------------------|--------------------|
| SUB-TOTAL:         | \$ 5,663.79        |
| Sales Tax,         | \$ 552.22          |
| Estimated Freight: | <u>\$ 2,500.00</u> |
| CMAS Total:        | \$ 8,722.01        |

Please make the PO out to The Garland Company Inc, 3800 East 91<sup>st</sup> Street, Cleveland, OH 44105. Please add the Garland CMAS # 4-01-56-006A to the front of the Purchase Order to ensure compliance with CMAS requirements. The freight is an estimated cost.

Thank you, Joe



since 1895

# THE GARLAND COMPANY, INC.

*HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS*

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Joe Salazar

Phone: (925)890-6509

To: City of Antioch - Water Treatment Plant - Building 7

From: Joe Salazar

Re: CMAS Material

The following are the material needed to complete the building roof restoration.

| Product (Product #)                                  | Price    | Ext. Price: |
|--|----------|-------------|
| 1. 32 - (4377) Stressply Plus FR Mineral(.75sq roll) | \$267.30 | \$ 8,553.60 |
| 2. 16 - (4411-80) Stressbase 80 (1.5sq Roll)         | \$256.41 | \$ 4,102.56 |
| 3 5 - (SSFS24STD) Flat Stock Metal                   | \$135.63 | \$ 678.15   |
| 4. 2 - (7110-5) Flashing Bond (5G)                   | \$132.66 | \$ 265.32   |
| 5. 5 - (2130-TRUWHITE) Tuff Stuff Caulking           | \$18.81  | \$ 94.05    |
| 6. 10 - (7475-U) Pyramic Plus LO (5G)                | \$446.49 | \$ 4,464.90 |
| 7. 1 - (4840-6) Garmesh 6"                           | \$75.24  | \$ 75.24    |

|                    |                   |
|--------------------|-------------------|
| SUB-TOTAL:         | \$ 18,233.82      |
| Sales Tax,         | \$ 1,777.79       |
| Estimated Freight: | <u>\$ 2500.00</u> |
| CMAS Total:        | \$ 22,511.61      |

Please make the PO out to The Garland Company Inc, 3800 East 91<sup>st</sup> Street, Cleveland, OH 44105. Please add the Garland CMAS # 4-01-56-006A to the front of the Purchase Order to ensure compliance with CMAS requirements. The freight is an estimated cost.

Thank you, Joe





since 1895

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*HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS*

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PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

Joe Salazar

Phone: (925)890-6509

To: City of Antioch - Water Treatment Plant - Building 10

From: Joe Salazar

Re: CMAS Material

The following are the material needed to complete the building roof restoration.

| Product (Product #)                               | Price    | Ext. Price: |
|---|----------|-------------|
| 1. 1 - (2512-3-U) Durawalk Epoxy Primer (1/4 gal) | \$479.16 | \$ 479.16   |
| 2. 4 - (7844-KIT) Liquitech (5G)                  | \$817.74 | \$ 3,270.96 |
| 3 3 - (6340-6) Unibond Tape 6"                    | \$178.20 | \$ 534.60   |

|                    |             |
|--------------------|-------------|
| SUB-TOTAL:         | \$ 4,284.72 |
| Sales Tax,         | \$ 417.76   |
| Estimated Freight: | \$ 1000.00  |
| CMAS Total:        | \$ 5,702.48 |

Please make the PO out to The Garland Company Inc, 3800 East 91<sup>st</sup> Street, Cleveland, OH 44105. Please add the Garland CMAS # 4-01-56-006A to the front of the Purchase Order to ensure compliance with CMAS requirements. The freight is an estimated cost.

Thank you, Joe



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

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

**SUBJECT:** Resolution of Support for a Transportation Development Act Grant for the Traffic Calming Improvements along West 10<sup>th</sup> Street

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the attached Resolution of Support and authorize the filing of a grant application to Metropolitan Transportation Commission requesting an allocation of Transportation Development Act Article 3 Pedestrian/Bicycle project funds in the amount of \$240,000 for the West 10<sup>th</sup> Street Traffic Calming Project.

### **FISCAL IMPACT**

The City would receive up to \$240,000 of TDA funding for this project. There are no local matching fund requirements for this grant.

### **DISCUSSION**

Staff is recommending the City submit an application requesting an allocation of the Transportation Development Act ("TDA") Article 3 Pedestrian/Bicycle project funds for traffic calming improvements. This work will include installing safety improvements, such as Rectangular Rapid Flashing Beacons ("RRFBs") or other enhanced crossing facilities, as well as other signing and striping improvements along West 10<sup>th</sup> Street between A Street and L Street. City staff plan to prepare and submit an application to request grant funding prior to the grant deadline of January 26, 2023.

Metropolitan Transportation Commission ("MTC") requested that the project sponsor submit a City Council resolution supporting and approving the application for federal funding for this project.

### **ATTACHMENTS**

A. Resolution

## **ATTACHMENT “A”**

### **RESOLUTION NO. 2022/\*\***

#### **REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION FOR THE ALLOCATION OF FISCAL YEAR 2023-2024 TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING**

**WHEREAS**, Article 3 of the Transportation Development Act (“TDA”), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists;

**WHEREAS**, the Metropolitan Transportation Commission (“MTC”), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled “Transportation Development Act, Article 3, Pedestrian/Bicycle Projects,” which delineates procedures and criteria for submission of requests for the allocation of “TDA Article 3” funding;

**WHEREAS**, MTC Resolution No. 4108 requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and

**WHEREAS**, the City of Antioch desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit B to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

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

1. Declares it is eligible to request an allocation of Transportation Development Act Article 3 funds pursuant to Section 99234 of the Public Utilities Code;
2. Attests to the accuracy of and approves the statements in Exhibit A to this resolution;
3. Confirms there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit B to this resolution, or that might impair the ability of the City of Antioch to carry out the project; and
4. Shall forward a certified copy of this resolution and its attachments, and any accompanying supporting materials to the congestion management agency, countywide transportation planning agency, or county association of governments, as the case may be of Contra Costa County for submission to the Metropolitan Transportation Commission as part of the countywide coordinated Transportation Development Act Article 3 claim.

**RESOLUTION NO. 2022/xxx**

December 13, 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 13<sup>th</sup> day of December 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## EXHIBIT “A”

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year 2023-2024 Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

### Findings

1. The City of Antioch is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Antioch legally impeded from undertaking the project(s) described in “Exhibit B” of this resolution.
2. The City of Antioch has committed adequate staffing resources to complete the project(s) described in Exhibit B.
3. A review of the project(s) described in Exhibit B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Exhibit B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. The project(s) described in Exhibit B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Exhibit B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. The project(s) described in Exhibit B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Antioch within the prior five fiscal years.
8. The project(s) described in Exhibit B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Exhibit B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. The project(s) described in Exhibit B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).

**EXHIBIT "A"**

Page 2

11. The City of Antioch agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Exhibit B, for the benefit of and use by the public.

## EXHIBIT “B”

Resolution No. 2022/\*\*

### TDA Article 3 Project Application Form

|   |  |                                 |              |
|---|--|---------------------------------|--------------|
| 1. <b>Agency</b>  | City of Antioch                                      |                                 |              |
| 2. <b>Primary Contact</b>   | Charmine Solla                                       |                                 |              |
| 3. <b>Mailing Address</b>   | 1201 W 4 <sup>th</sup> St, Antioch, CA 94509         |                                 |              |
| 4. <b>Email Address</b>   | csolla@antiochca.gov                                 | 5. <b>Phone Number</b>          | 925-779-7025 |
| 6. <b>Secondary Contact</b> (in the event primary is not available)                 | John Samuelson                                       |                                 |              |
| 7. <b>Mailing address</b> (if different)    N/A <input checked="" type="checkbox"/> |  |                                 |              |
| 8. <b>Email Address</b>   | jsamuelson@antiochca.gov                             | 9. <b>Phone Number</b>          | 925-779-6958 |
| 10. <b>Send allocation instructions to</b> (if different from above):               |  |                                 |              |
| 11. <b>Project Title</b>  | West 10 <sup>th</sup> Street Traffic Calming Project |                                 |              |
| 12. <b>Amount requested</b>   | \$240,000  | 13. <b>Fiscal Year of Claim</b> | 2023-2024    |

#### 14. Description of Overall Project:

Install traffic calming improvements along West 10<sup>th</sup> Street from L Street to A Street. Improvements include signage, striping, pavement markings, rectangular rapid flashing beacons (RRFB), and radar speed feedback signs.

#### 15. Project Scope Proposed for Funding: (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

The requested funding will be used completely in construction since all of the listed ineligible uses of TDA funds will not be required for this project.

#### 16. Project Location: A map of the project location is attached or a link to a online map of the project location is provided below:

The Project location is along West 10<sup>th</sup> Street from L Street to A Street in the City of Antioch. The attached project plans show the exact locations in greater detail.

**Project Relation to Regional Policies** (for information only)

17. Is the project in an [Equity Priority Community](#)?

Yes ☒ No ☐

18. Is this project in a [Priority Development Area](#) or a [Transit-Oriented Community](#)?

Yes ☒ No ☐

**19. Project Budget and Schedule**

| Project Phase | TDA 3     | Other Funds | Total Cost       | Estimated Completion (month/year) |
|---------------|-----------|-------------|------------------|-----------------------------------|
| Bike/Ped Plan |           |             |                  |                                   |
| ENV           |           |             |                  |                                   |
| PA&ED         |           |             |                  |                                   |
| PS&E          |           |             |                  |                                   |
| ROW           |           |             |                  |                                   |
| CON           | \$240,000 |             | <b>\$240,000</b> | December/2023                     |
| Total Cost    |           |             |                  |                                   |

**Project Eligibility**

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee?

Yes ☒ No ☐

If "YES," identify the date and provide a copy or link to the agenda.

If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body?

Yes ☐ No ☒

If "NO," provide expected date: 12/13/2022

C. Has this project previously received TDA Article 3 funding?

Yes ☐ No ☒

(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria

Yes ☒ No ☐

pursuant to [Chapter 1000 of the California Highway Design Manual](#)?

E. 1. Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c),

Yes ☒ No ☐

Existing Facility?

2. If "NO" above, is the project is exempt from CEQA for another reason?



Yes ☐ No ☐

Cite the basis for the exemption. \_\_\_\_\_

N/A ☒

If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

**F.** Estimated Completion Date of project (month and year): December 2023

**G.** Have provisions been made by the claimant to maintain the project or facility, or has

Yes ☒ No ☐

the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement.)

**H.** Is a Complete Streets Checklist required for this project?

Yes ☒ No ☐

If the amount requested is over \$250,000 or if the total project phase or construction phase is over \$250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: <https://mtc.ca.gov/planning/transportation/complete-streets>

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AC*

**SUBJECT:** New Class Specifications, Assigning Salary Ranges, Assigning the Classifications to the Bargaining Units

---

**RECOMMENDED ACTION**

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

- 1) Adopt a resolution approving the new class specification for Public Safety Manager, assigning a salary range, assigning the classification to the Management – Senior Bargaining Unit.
- 2) Adopt a resolution approving the new class specification for Community Engagement Coordinator, assigning a salary range, assigning the classification to the Confidential Bargaining Unit.

**FISCAL IMPACT**

Below is the annual cost of each class specification:

The salary range (without benefits) for one (1) Public Safety Manager is \$112,188 - \$136,356. The total annual range of cost of funding for one (1) Public Safety Manager is (Step A – Step E) \$211,191 - \$250,519.

The salary range (without benefits) for one (1) Community Engagement Coordinator is \$84,396 - \$102,588. The total annual range of cost of funding for one (1) Community Engagement Coordinator is (Step A – Step E) \$165,450 - \$194,737.

**DISCUSSION**

The Public Safety Manager and Community Engagement Coordinator positions were approved by City Council on June 28, 2022 for the FY21-23 Budget. Two classifications are proposed for establishment and were the subject of meet and confer dialogue with the respective bargaining units.

**Public Safety Manager**

This classification will manage violence intervention and prevention programs; coordinate and perform community outreach and engagement; coordinate assigned

activities with other divisions, departments, and outside agencies; and provide highly responsible and complex administrative support to the Public Safety and Community Resources Director. Some of the duties include:

- To develop, direct, and coordinate a network of Community-Based Organizations to provide comprehensive, high-quality violence intervention programs for individuals most at-risk for engaging in or being victimized by violence or who reside in priority neighborhoods.
- To manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
- To support the identification, assembly and accessibility of available resources for Antioch residents provided by other public agencies.

Please refer to Attachment A – Exhibit 1 for the Public Safety Manager class specification.

#### Community Engagement Coordinator

This classification will plan, organize, promote, facilitate and coordinate various community engagement, social, cultural, and youth activities and also may exercise technical/functional supervision of subordinate and volunteer staff. Some of the duties include:

- To act as City staff liaison to outside boards, groups and committees, and the public regarding program offerings and coordination of services and may hold community meetings and organize outreach events to increase engagement with programs and initiatives.
- Promote and coordinate specific activities within violence intervention and prevention programs; prepare program events and facility marketing material including news releases, flyers, schedules of events, pamphlets and brochures; and promote communication with the community about crisis intervention resources.
- To promote participation and collaboration in violence intervention and prevention efforts from local stakeholders including City departments, Community-Based Organizations (CBO), juvenile justice agencies, and faith-based organizations.

Please refer to Attachment B – Exhibit 1 for the Community Engagement Coordinator Class Specification.

### **ATTACHMENTS**

#### **A. Resolution**

Exhibit 1 to Resolution – Public Safety Manager Class Specification

#### **B. Resolution**

Exhibit 1 to Resolution – Community Engagement Coordinator Class Specification

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A NEW CLASS SPECIFICATION FOR PUBLIC SAFETY MANAGER,  
ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE  
MANAGEMENT (SENIOR) BARGAINING UNIT**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan;

**WHEREAS**, staff has determined that a new classification of Public Safety Manager is needed;

**WHEREAS**, for internal equity purposes the recommended salary range for the Public Safety Manager classification is \$112,188 - \$136,356 annually;

**WHEREAS**, the Management Bargaining Unit has reviewed and approved the class specification; and

**WHEREAS**, the Public Safety Manager class specification will be assigned to the Management (Senior) Bargaining Unit.

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

**Section 1.** The class specification for the classification of Public Safety Manager, attached hereto as "Exhibit 1", is approved and added to the City of Antioch Employees' Classification System;

**Section 2.** The Public Safety Manager classification be assigned an annual salary range of \$112,188 - \$136,356; and

**Section 3.** The Public Safety Manager classification shall be assigned to the Management (Senior) Bargaining Unit.

\* \* \* \* \*

**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 13th day of December, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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



**PUBLIC SAFETY MANAGER**

*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 administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Public Safety and Community Resources Department; manages violence intervention and prevention programs; coordinates and performs community outreach and engagement; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Public Safety and Community Resources Director.

**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. Develop, direct, and coordinate a network of Community-Based Organizations to provide comprehensive, high-quality violence intervention programs for individuals most at-risk for engaging in or being victimized by violence or who reside in priority neighborhoods.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs; recommend and administer policies and procedures.
3. Support the identification, assembly and accessibility of available resources for Antioch residents provided by other public agencies.
4. Establish protocols to ensure that consistency and transparency prioritize the well-being, safety and rights of program participants.
5. Coordinate and conduct multidisciplinary staff meetings, programs, events, trainings, and initiatives related to improving violence intervention and prevention strategies with Community-Based Organizations and City departments.
6. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service, and staffing levels.
7. Perform a range of duties involved in researching, negotiating, and monitoring assigned contracts and agreements with outside suppliers, service providers, leasing agents, and others; ensure work is performed in compliance with contracts and agreements.
8. Identify, pursue, and administer grant programs; monitor and prepare reports on authorized grant expenditures; and assess program effectiveness and modify strategies based on findings.
9. Manage 24/7 community mobile crisis response initiative in partnership with Antioch Police Department.

**CITY OF ANTIOCH  
PUBLIC SAFETY MANAGER (CONTINUED)**

10. Engage both qualitative and quantitative tools to document and disseminate best practices for cultural humility in violence intervention and prevention programming.
11. Build and maintain relationships with various community stakeholders to support the violence intervention and prevention programs; promote visibility and awareness of community engagement.
12. Attend community events to provide education and advice to community members on programs and services.
13. Prepare and administer division budget. Monitor and coordinate expenditures and revenues.
14. Represent the department and/or City on community wide task forces and committees; provide professional advice and input.
15. Utilize written and verbal communication skills to deliver public presentations and staff reports to City Council.
16. Prepare reports and correspondence as required.
17. Perform other 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:**

- Principles and practices of modern public administration and management including planning, organizing, staffing, and evaluating programs, policies, and operational needs.
- Trauma-informed practices and approaches.
- Recent developments, research methods, current literature, and sources of information related to assigned programs and service areas.
- Organizational and management practices as applied to the analysis and evaluation of programs, policies, and operational needs related to area of assignment.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Contract management, quality control and quality assurance.
- Interdisciplinary approaches to community problem solving.
- Principles of management, supervision, training, and performance evaluation.
- Basic principles and practices of budget preparation and administration.
- Principles and practices of program development and administration.
- Pertinent federal, state, and local laws, codes, and regulations.

**Ability to:**

- Manage comprehensive community programs.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Plan and facilitate meetings with community leaders and volunteers of diverse backgrounds.

**CITY OF ANTIOCH  
PUBLIC SAFETY MANAGER (CONTINUED)**

- Understand, interpret, and apply general and specific administrative and departmental policies and procedures as well as applicable federal, state, and local policies, laws, and regulations.
- Practice community building principles and an asset based approach by maintaining liaison with various private and public agencies, residents, other interested groups and the public at large.
- Respond to requests and inquiries from the general public.
- Prepare and administer assigned program budgets.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Maintain program related records, statistics, and documents.
- Maintain confidentiality of information.
- Prepare clear and concise records, reports, correspondence and other written material.
- Use principles of conflict resolution, sound judgment and common sense in handling difficult situations.
- 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 in public administration, business administration, social work, public health, psychology, sociology, health services administration, public safety or a related field. A Master's degree is highly desirable.

**Experience:**

Five years of increasingly responsible experience in human services, social work, behavioral science, public safety, including three years of supervisory experience.

**License or Certificate:**

Possession of an appropriate, valid driver's license. An out-of-state valid Motor Vehicle Operator's License will be accepted during the application process, but a valid California license must be obtained within six (6) months of appointment to the position.

**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 primarily in a standard office setting with travel to different sites; incumbents may be required to work extended hours including evenings and weekends and may be required to travel outside City boundaries to attend meetings.

**CITY OF ANTIOCH**  
**PUBLIC SAFETY MANAGER (CONTINUED)**

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office 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 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 private and commercial transportation; and to verbally communicate to exchange information.

FLSA: Exempt

Created: November 2022

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described 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.



**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A NEW CLASS SPECIFICATION FOR COMMUNITY ENGAGEMENT  
COORDINATOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE  
CLASSIFICATION TO THE CONFIDENTIAL BARGAINING UNIT**

**WHEREAS**, the City has an interest in the effective and efficient management of the classification plan;

**WHEREAS**, staff has determined that a new classification of Community Engagement Coordinator is needed;

**WHEREAS**, for internal equity purposes the recommended salary range for the Community Engagement Coordinator classification is \$84,396 - \$102,588 annually;

**WHEREAS**, the Confidential Bargaining Unit has reviewed and approved the Class Specification; and

**WHEREAS**, the Community Engagement Coordinator Class Specification will be assigned to the Confidential Bargaining Unit.

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

**Section 1.** The Class Specification for the classification of Community Engagement Coordinator, attached hereto as "Exhibit 1", is hereby approved and shall be added to the City of Antioch Employees' Classification System;

**Section 2.** The Community Engagement Coordinator classification shall be assigned an annual salary range of \$84,396 - \$102,588; and

**Section 3.** The Community Engagement Coordinator classification shall be assigned to the Confidential Bargaining Unit.

\* \* \* \* \*

**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 13th day of December, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

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

**COMMUNITY ENGAGEMENT 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 community engagement, social, cultural, and youth 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. May hold community meetings and organize outreach events to increase engagement with programs and initiatives.
7. Promote and coordinate specific activities within violence intervention and prevention programs; prepare program events and facility marketing material including news releases, flyers, schedules of events, pamphlets and brochures; promote communication with the community about crisis intervention resources.
8. Promote participation and collaboration in violence intervention and prevention efforts from local stakeholders including City departments, Community-Based Organizations (CBO), juvenile justice agencies, and faith-based organizations.
9. Participate in the preparation and administration of the Public Safety and Community Resources program budget for assigned area; submit budget recommendations; monitor expenditures; oversee and monitor grant programs and subcontracted services.
10. Participate in the selection of staff for assigned area; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
11. Respond to inquiries and concerns regarding programs and activities; research and resolve conflicts as required.

12. Effective engagement and interaction with the community, youth, City's personnel, partner organizations and allied agencies.
13. Maintain records and develop reports concerning new or ongoing programs and program effectiveness; maintain and file assigned programs, records and reports; prepare statistical reports as required.
14. Cultivate relationships across diverse communities to provide resources and new opportunities for community members.
15. Assist with the writing, editing, and review of program development and implementation documents.
16. Facilitate meetings with service providers and community groups related to coordination of services within the jurisdiction, identification of needs and priorities for new or expanded services, and other items pertinent to assisting with management of the City's response to violence intervention and prevention.
17. Provide updates on programs and activities to the community, City Council, Community Based Organizations, and state and federal agencies; and prepare and submit progress reports for grant programs.
18. 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 violence intervention and prevention programs.
- Principles of supervision, training and performance evaluation.
- Principles and practices of 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 special events planning and coordination.
- Principles and practices of coordinating, maintaining and scheduling facilities.
- Program content for specialized community activities.
- Techniques used in public relations and customer service practices.
- Rules and equipment used in recreation programs.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and procedures of record keeping.
- Principles of business letter writing and basic report preparation.
- Basic principles and practices of fiscal, statistical, and administrative research and report preparation.
- Appropriate safety precautions and procedures within the area of assignment.
- Pertinent federal, state and local laws, codes and regulations.

**Ability to:**

- Ability to manage multiple priorities at once.
- Communicate effectively with people from diverse backgrounds.
- Interpret and explain City policies and procedures.
- Allocate limited resources in a cost-effective manner.
- Develop, coordinate, organize, and promote community engagement programs, activities, and events.
- Plan and facilitate meetings of community-based organizations, faith-based groups, community leaders, and volunteers of diverse backgrounds.
- Recruit, select, train, and evaluate a variety of personnel and volunteers.
- Understand community needs in various areas and evaluate activities according to those needs.
- Develop, recommend, and implement goals and objectives for providing community resources and services.
- Respond to requests and inquiries from the general public.
- Prepare and administer assigned program budgets.
- 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 public health, social services, social justice, social work, or a related field; or five years of experience in a municipal government setting with relatable experience involving program organization and coordination or and/or project management; and

**Experience:**

Minimum of Three (3) years of full time (or the equivalent of full time) experience in services, such as community violence prevention or social service work.

**License or Certificate:**

Possession of an appropriate, valid driver's license.

**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 recreational facilities with travel to different locations; incumbents may be exposed to inclement weather conditions and may have some contact with chemical agents used in pool maintenance; 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.



CITY OF ANTIOCH  
COMMUNITY ENGAGEMENT COORDINATOR (CONTINUED)

**Physical:** 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 2022

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described 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.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Ana Cortez, Human Resources Director *AC*

**APPROVED BY:** Cornelius Johnson, City Manager

**SUBJECT:** Resolution Approving Allocation for Three Part-Time Secretary Positions to Provide Administrative Support to City Council

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the allocation of three part-time Secretary positions to provide administrative support to City Council and authorizing the necessary fiscal year 2023 General Fund budget adjustment.

**FISCAL IMPACT**

The fiscal year 2023 General Fund impact salary range for allocating three part-time Secretaries is \$45,000 to \$65,000.

**DISCUSSION**

The part-time Secretary positions will provide administrative support to City Council and be supervised by the City Manager's Office. A Secretary will be assigned as follows: One for the Mayor; one for the District 1 and 2 Council Members; and one for the District 3 and 4 Council Members. Examples of duties include:

- Perform a variety of clerical support services for the City Council Members, which may include receptionist duties, preparing documents, recordkeeping and filing.
- Provide information to the public and City staff regarding City or City Council activities and functions.
- Receive visitors at a public counter; sort, code, file, retrieve, and verify receipt of a variety of documents.
- Assist with the planning, coordination, and preparation of City Council events.

**ATTACHMENTS**

A. Resolution

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THREE PART-TIME SECRETARY POSITIONS TO PROVIDE  
ADMINISTRATIVE SUPPORT TO CITY COUNCIL AND AUTHORIZING THE  
NECESSARY BUDGET ADJUSTMENT**

**WHEREAS**, the City Council has considered allocating three part-time Secretary positions to provide administrative support to the City Council;

**WHEREAS**, the three part-time Secretary positions would be assigned as follows: one for the Mayor; one for the District 1 and 2 Council Members; and one for the District 3 and 4 Council Members;

**WHEREAS**, the part-time Secretary positions will be compensated according to the existing Hourly (part-time) Salary Schedule and supervise by the City Manager's Office; and

**WHEREAS**, the current pay for the Secretary positions ranges from \$18.63 per hour to \$25.00 per hour.

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

**Section 1.** Three part-time Secretary positions are hereby approved to provide administrative support to the City Council of the City of Antioch;

**Section 2.** The Finance Director is authorized to make necessary adjustments to the Fiscal Year 2023 General Fund budget.

\* \* \* \* \*

**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 13th day of December, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of December 13, 2022

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

**SUBMITTED BY:** Cornelius H. Johnson, City Manager [CHJ](#)

**SUBJECT:** Resolution Authorizing the City Manager to Issue a Request for Qualifications for a Private Patrol Security Company to Provide Private Patrol Security Services On and Near Downtown/Rivertown City-Owned Public Parking Lots

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**RECOMMENDED ACTION**

It is recommended that the City Council, at the conclusion of a Downtown/Rivertown Public Parking Lots Security Plan presentation, adopt a resolution to develop a comprehensive Downtown/Rivertown Public Parking Lots Security Plan and authorize the City Manager to issue a Request for Qualifications for a private patrol security company that would provide private patrol security services either on and/or near Downtown/Rivertown Area City-owned public parking lots or other designated downtown areas.

**FISCAL IMPACT**

The fiscal impact has not yet been determined.

**DISCUSSION**

Over recent months, Downtown/Rivertown business owners have experienced an increased in criminal activities either on or near city-owned public parking lots. It has been requested that a business conduct a presentation to provide information about the Downtown/Rivertown Public Parking Lots Security Plan. If approved by the City Council, the City will issue a Request for Qualifications ("RFQ") for private patrol security services.

**ATTACHMENTS**

- A. Resolution
- B. PowerPoint presentation slides



**ATTACHMENT “A”**

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO AUTHORIZE DEVELOPMENT OF A DOWNTOWN/RIVERTOWN PUBLIC PARKING LOTS SECURITY PLAN AND AUTHORIZE THE CITY MANAGER TO ISSUE A REQUEST FOR QUALIFICATIONS FOR A PRIVATE PATROL SECURITY COMPANY TO PROVIDE PRIVATE PATROL SECURITY SERVICES ON OR NEAR DOWNTOWN/RIVERTOWN CITY OWNED PUBLIC PARKING LOTS**

**WHEREAS**, the City of Antioch, in partnership with Downtown/Rivertown business owners, is seeking to develop a comprehensive Downtown/Rivertown public parking lot security plan;

**WHEREAS**, the City of Antioch City Council, has discussed, approved, and provided direction to the City Manager’s Office to develop a comprehensive Downtown/Rivertown Public Parking Lots Security Plan; and

**WHEREAS**, the City of Antioch has considered issuing a Request for Qualifications for Private Patrol Security Services that shall provide private patrol services either on and/or near city-owned public parking lots or other identifiable, designated Downtown/Rivertown areas.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to issue a request for qualifications for a private patrol security company to provide private patrol security services either on, near Downtown/Rivertown City-owned public parking lots or other identifiable, designated Downtown/Rivertown areas in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

# DTDD Public Safety Project

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# Phase I

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- Public Parking Lot Security
- Public Parking Lot Cameras/Monitoring



# Phase 1 Key Security Areas

1

City of Antioch  
War Dog Memorial

Antioch City  
Marina boat ramp

Prospects High School

2

3

4

Antioch Building  
Division

3D



# Cost Association

---

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting December 13, 2022

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

**SUBMITTED BY:** Elizabeth Householder, MPP, City Clerk *EH*

**SUBJECT:** Resolution Confirming Canvass by the County Clerk of Contra Costa County of Ballots Cast in the General Election Held on November 8, 2022

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution confirming the certified results received by the County Clerk of Contra Costa County of ballots cast in the General Election held on November 8, 2022.

**FISCAL IMPACT**

The Council budgeted for the cost of the November 8, 2022 General Election in the Fiscal Year 2022/23 General Fund budget.

**DISCUSSION**

The County Clerk of the Contra Costa County Elections Division has provided the certified results of canvass for the November 8, 2022, General Election for Council Member District 1, and Council Member District 4 seats.

The Antioch City Clerk has provided the certification of results of the canvass received by the County Clerk. The terms of office for Council Member District 1 and Council Member District 4 for the November 8, 2022, General Election shall be four (4) years.

**ATTACHMENTS**

A. Resolution

- Exhibit 1 to Resolution – Certifications as to the results of the canvass of ballots cast from the Contra Costa County Clerk – Elections Division for the November 8, 2022, General Election.

**RESOLUTION NO. 2022/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA  
COUNTY OF BALLOTS CAST AT THE GENERAL ELECTION HELD ON  
NOVEMBER 8, 2022**

**WHEREAS**, the County Clerk of Contra Costa County, pursuant to the request of and under the direction of the City Clerk for the City of Antioch, has duly canvassed the votes cast in the General Election held on November 8, 2022, for the election of Council Member District 1 and Council Member District 4 seats as hereinafter set forth, and has certified the results of the votes cast thereon; and

**WHEREAS**, the Antioch City Clerk has certified to this City Council the certification of results received by the County Clerk of Contra Costa County which is now on file in the office of the Antioch City Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that the canvass of votes of the November 8, 2022, election by the County Clerk of Contra Costa County as shown by said certification and the results shown thereby are hereby ratified, confirmed, and approved, and the votes cast for the various candidates are attached as in "Exhibit 1".

**IT IS THEREFORE, FURTHER RESOLVED, FOUND AND DETERMINED** as follows:

- 1) **TAMISHA TORRES-WALKER** was elected as Council Member District 1 for a term of four (4) years, commencing forthwith; and
- 2) **MONICA E. WILSON** was elected as Council Member District 4 for a term of four (4) years, commencing forthwith.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was duly passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of December 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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





**CITY CLERK'S CERTIFICATE**

**As to the results of the canvass of the City of Antioch  
November 8, 2022, General Election**

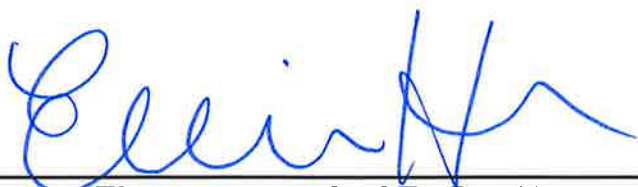
State of California  
County of Contra Costa, } ss  
City of Antioch

I, ELIZABETH HOUSEHOLDER, MPP, City Clerk in and for the City of Antioch, Contra Costa County, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, confirm the certified results of the ballots cast for the City of Antioch in the General Election held on November 8, 2022, by the County Clerk of Contra Costa County.

I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in the City of Antioch and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 13<sup>th</sup> day of December 2022.



  
ELIZABETH HOUSEHOLDER, MPP  
CITY CLERK FOR THE CITY OF ANTIOCH

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE  
CITY OF ANTIOCH**

**NOVEMBER 8, 2022 GENERAL ELECTION**

State of California            )  
  ) ss.  
County of Contra Costa        )

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **CITY OF ANTIOCH** in said county at the General Election held on November 8, 2022 for said city candidates submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 2nd day of December, 2022.

DEBORAH COOPER, County Clerk



By: Rosa Mena  
Rosa Mena, Deputy Clerk

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 1 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

|                       |       | Early In-Perso  | Vote By Mail | Election Day | Total          |        |
|-----------------------|-------|-----------------|--------------|--------------|----------------|--------|
| Times Cast            |       | 8               | 4,039        | 574          | 4,621 / 12,437 | 37.16% |
| Candidate             | Party | Early In-Person | Vote By Mail | Election Day | Total          |        |
| TAMISHA TORRES-WALKER |       | 2               | 1,306        | 159          | 1,467          | 34.36% |
| JOY MOTTS             |       | 3               | 1,277        | 184          | 1,464          | 34.29% |
| DIANE GIBSON-GRAY     |       | 2               | 1,162        | 175          | 1,339          | 31.36% |
| Total Votes           |       | 7               | 3,745        | 518          | 4,270          |        |

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

|                 |       | Early In-Perso  | Vote By Mail | Election Day | Total          |        |
|-----------------|-------|-----------------|--------------|--------------|----------------|--------|
| Times Cast      |       | 14              | 6,946        | 760          | 7,720 / 17,032 | 45.33% |
| Candidate       | Party | Early In-Person | Vote By Mail | Election Day | Total          |        |
| MONICA E WILSON |       | 4               | 2,386        | 229          | 2,619          | 36.60% |
| LORI OGORCHOCK  |       | 4               | 1,804        | 187          | 1,995          | 27.88% |
| SHAWN PICKETT   |       | 3               | 1,179        | 142          | 1,324          | 18.50% |
| SANDRA G. WHITE |       | 1               | 1,074        | 143          | 1,218          | 17.02% |
| Total Votes     |       | 12              | 6,443        | 701          | 7,156          |        |



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of December 13, 2022

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

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

**SUBJECT:** Selection of Mayor Pro Tempore

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### **RECOMMENDED ACTION**

It is recommended that the City Council select the mayor pro tempore.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **DISCUSSION**

Government Code § 36802 states that the mayor shall preside at the meetings of the City Council. If the mayor is absent or unable to act, the mayor pro tempore shall serve until the mayor returns or is able to act. The mayor pro tempore has all of the powers and duties of the mayor.

Antioch Municipal Code § 2-1.403 states that the mayor pro tempore shall have all the duties and responsibilities specified in the California Government Code. Pursuant to Cal. Gov't Code § 36802, the mayor pro tempore serves in the absence of the mayor or if he is unable to act until the mayor returns or is able to act. During such time, the mayor pro tempore has all of the powers and duties of the mayor. However, pursuant to Cal. Gov't Code § 34902, in the case of a vacancy in the office of the mayor for any reason, the City Council shall fill the vacancy by appointment, or by calling an election as specified in that provision. (AMC § 2-1.403)

On June 23, 2020, the City Council adopted an ordinance amending Sections 1.401 and 1.402 of Title 2 of the Antioch Municipal Code revising the selection process and term of office for mayor pro tempore ("Ordinance"). The selection process under the ordinance reads as follows:

#### **§ 2-1.401 SELECTION.**

(A) At the first City Council meeting following each general municipal election, or at the first City Council meeting of December during every odd year commencing



in 2021, the City Council shall designate one of its members to be mayor pro tempore.

(B) The City Council shall select the mayor pro tempore as follows:

(1) The Council member who has not previously served as mayor pro tempore shall be selected. If more than one Council member has not previously served as mayor pro tempore, the City Council shall select the member who received the highest percentage of votes from his or her district in the most recent general municipal election at which the council member was elected. If the selected Council member declines, the City Council shall select the next Council member who has not previously served and has the next highest percentage of votes from his or her district.

(2) If all Council members have previously served as mayor pro tempore, or if the Council members eligible in accordance with subsection (B)(1) decline, the City Council shall select the Council member who received the highest percentage of votes in his or her district in the most recent general municipal election at which the Council member was elected. If the selected Council member declines, or if the Council member would serve two consecutive years if chosen, the City Council shall select the member with the next highest percentage of votes from his or her district in the most recent general municipal election at which the Council member was elected.

Attachment A to this staff report contains the November 8, 2022 City of Antioch City Council election results.

#### **ATTACHMENTS**

A. City Clerk's Certificate of the Election Results for the City of Antioch

**CERTIFICATE OF COUNTY CLERK AS TO THE RESULTS OF THE CANVASS OF THE  
CITY OF ANTIOCH**

**NOVEMBER 8, 2022 GENERAL ELECTION**

State of California                    )  
  ) ss.  
County of Contra Costa            )

I, DEBORAH COOPER, County Clerk in and for the County of Contra Costa, State of California, do hereby certify that, pursuant to the provisions of the Elections Code, I did canvass the returns of the votes cast in the **CITY OF ANTIOCH** in said county at the General Election held on November 8, 2022 for said city candidates submitted to the vote of the voters. I further certify that the statement of the votes cast, to which this certificate is attached, shows the whole number of votes cast in said City and each respective precinct therein, and that the totals of the respective columns and the totals as shown for each candidate are full, true, and correct.

WITNESS my hand and official seal this 2nd day of December, 2022.



DEBORAH COOPER, County Clerk

By: Rosa Mena  
Rosa Mena, Deputy Clerk

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 1 (Vote for 1)

Precincts Reported: 24 of 24 (100.00%)

|                       |       | Early In-Perso  | Vote By Mail | Election Day | Total          |        |
|-----------------------|-------|-----------------|--------------|--------------|----------------|--------|
| Times Cast            |       | 8               | 4,039        | 574          | 4,621 / 12,437 | 37.16% |
| Candidate             | Party | Early In-Person | Vote By Mail | Election Day | Total          |        |
| TAMISHA TORRES-WALKER |       | 2               | 1,306        | 159          | 1,467          | 34.36% |
| JOY MOTTS             |       | 3               | 1,277        | 184          | 1,464          | 34.29% |
| DIANE GIBSON-GRAY     |       | 2               | 1,162        | 175          | 1,339          | 31.36% |
| Total Votes           |       | 7               | 3,745        | 518          | 4,270          |        |

## CITY OF ANTIOCH, MEMBER, CITY COUNCIL, DISTRICT 4 (Vote for 1)

Precincts Reported: 38 of 38 (100.00%)

|                 |       | Early In-Perso  | Vote By Mail | Election Day | Total          |        |
|-----------------|-------|-----------------|--------------|--------------|----------------|--------|
| Times Cast      |       | 14              | 6,946        | 760          | 7,720 / 17,032 | 45.33% |
| Candidate       | Party | Early In-Person | Vote By Mail | Election Day | Total          |        |
| MONICA E WILSON |       | 4               | 2,386        | 229          | 2,619          | 36.60% |
| LORI OGORCHOCK  |       | 4               | 1,804        | 187          | 1,995          | 27.88% |
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| SANDRA G. WHITE |       | 1               | 1,074        | 143          | 1,218          | 17.02% |
| Total Votes     |       | 12              | 6,443        | 701          | 7,156          |        |