

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

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

Date: **Tuesday, August 22, 2023**
Time: 6:15 P.M. – Closed Session
7:00 P.M. – Regular Meeting
Place: **Council Chambers**
200 'H' Street
Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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
Kwame P. Reed, Acting City Manager
Thomas Lloyd Smith, City Attorney

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: [Notifications – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov/notifications) and enter your e-mail address to subscribe. To view the agenda information, click on the following link: [City Council – City of Antioch, California \(antiochca.gov\)](http://antiochca.gov/city-council). Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the City Council on each agenda item. To address the Council, fill out a Speaker Request form and place it in the Speaker Card Tray near the City Clerk before the meeting begins. This will enable us to call upon you to speak. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section. No one may speak more than once on an agenda item or during "Public Comments". The Speaker Request forms are located at the entrance of the Council Chambers. Please see the Speaker Rules on the inside cover of this Agenda.

6:15 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS for Closed Session – None

CLOSED SESSION:

**1) PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY
ATTORNEY.** This closed session is authorized pursuant to California
Government Code section 54957.

No reportable action

6:16 P.M. *MOTIONED TO ADJOURN CLOSED SESSION*

**7:03 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing
Successor to the Antioch Development Agency – *All Present***

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE IN MEMORY OF LEO FONTANA

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #7 AND PUBLIC HEARING ITEMS #6 AND #5 TO BE HEARD IN THAT ORDER AFTER THE PROCLAMATIONS; APPROVED, 5/0

MAYOR THORPE REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE ITEM #3 – PROCLAMATIONS TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

3. PROCLAMATIONS

- *Antioch Christian Center – 25th Year Anniversary, August 2023*
- *Recognizing Dr. Carol Weyland Conner's Humanitarian Contributions to the City of Antioch*
- *Pentecostal Missionary Church of Christ (4th Watch) – 50th Golden Church Anniversary, August 27, 2023*

Approved, 5/0

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

COUNCIL REGULAR AGENDA

7. ZERO EMISSION VEHICLE TRANSITION PROJECT

Reso No. 2023/133 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an amendment to the Fiscal Year 2023/24 Operating Budget to increase the funding from the General Fund for the Zero Emission Vehicle Transition Project by \$1,226,760 for a total amount of \$1,361,814.

PUBLIC HEARING

6. INTRODUCTION OF ORDINANCE CHANGING THE CITY ADMINISTRATION'S ORGANIZATIONAL STRUCTURE BY TRANSFERRING, FROM THE CITY MANAGER TO THE CITY COUNCIL, THE AUTHORITY TO APPOINT, SUPERVISE, AND REMOVE THE CHIEF OF POLICE

To September 12, 2023, for adoption, 3/2 (Barbanica and Ogorchock)

Recommended Action: It is recommended that the City Council introduce by title only and waive further reading of the ordinance (1) amending section 2-2.06(B)(2) of the Antioch Municipal Code removing the Chief of Police from the City Manager's appointment, discipline, and removal power, and (2) adding a new Article 4 to Chapter 3 of Title 2 of the Antioch Municipal Code, so that the Chief is appointed by and serves at the pleasure of the City Council, and setting out some general duties and responsibilities of the Police Chief.

8:43 P.M. RECESS

8:49 P.M. RECONVENED, ROLL CALL – All Present

MAYOR PRO TEM TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES AND RECONSIDER THE PREVIOUS MOTION FOR PUBLIC HEARING ITEM #6; APPROVED 5/0

6. INTRODUCTION OF ORDINANCE CHANGING THE CITY ADMINISTRATION'S ORGANIZATIONAL STRUCTURE BY TRANSFERRING, FROM THE CITY MANAGER TO THE CITY COUNCIL, THE AUTHORITY TO APPOINT, SUPERVISE, AND REMOVE THE CHIEF OF POLICE

To September 12, 2023, for adoption with an amendment to take effect and be enforced 90 days after adoption, 3/2 (Barbanica and Ogorchock)

Recommended Action: It is recommended that the City Council introduce by title only and waive further reading of the ordinance (1) amending section 2-2.06(B)(2) of the Antioch Municipal Code removing the Chief of Police from the City Manager's appointment, discipline, and removal power, and (2) adding a new Article 4 to Chapter 3 of Title 2 of the Antioch Municipal Code, so that the Chief is appointed by and serves at the pleasure of the City Council, and setting out some general duties and responsibilities of the Police Chief.

COUNCIL MEMBER BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE GENERAL PUBLIC COMMENTS TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

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.

PUBLIC HEARING – continued

COUNCIL MEMBER BARBANICA RECUSED HIMSELF PRIOR TO THE DISCUSSION OF PUBLIC HEARING ITEM #5

5. **INTRODUCE ORDINANCE PROHIBITING RETALIATION AND HARASSMENT OF RESIDENTIAL TENANTS**

11:04 P.M. DURING THE DISCUSSION OF ITEM #5, MAYOR PRO TEM TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES AND EXTEND THE MEETING FOR AN ADDITIONAL 7 MINUTES; APPROVED 4/0

To September 12, 2023, for adoption with the following ordinance amendments:

[Amendment #1]

Section 4. 11-5.03 “HARASSMENT BY LANDLORD PROHIBITED”

ADD to Section (A)(8) “...If applicable law allows for the towing of the vehicle, then towing the vehicle does not constitute harassment.”

[Amendment #2]

Section 4. 11-5.03 “HARASSMENT BY LANDLORD PROHIBITED”

ADD to Section (A)(23) “...on engaging in other political activities when hosted by a tenant.”

[Amendment #3]

Section 4. 11-5.[07] “REMEDIES AND PENALTIES”

ELIMINATE from Section 4. 11-5.[07] (A) Criminal Penalty. “...by imprisonment in the county jail for a period of not more than six months or both.”

[Amendment #4]

Section 4. 11-5.02 “EXEMPTIONS”

ELIMINATE from Section (A) “...Senior Residential Home Care Facilities.”

3/1 (Ogorchock)

[Barbanica – Recused]

Recommended Action: It is recommended that the City Council introduce by title only and waive further reading of the Ordinance adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code prohibiting retaliation and harassment of residential tenants.

COUNCIL MEMBER BARBANICA RETURNED TO THE DAIS AFTER COUNCIL VOTE ON PUBLIC HEARING ITEM #5

MOTION TO ADJOURN – Motioned to adjourn meeting at 11:12 p.m., 5/0

11:14 P.M. MAYOR THORPE REQUESTED A MOTION TO REOPEN THE MEETING; APPROVED 4/1 (OGORCHOCK)

MAYOR PRO TEM TORRES-WALKER REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE THE CONSENT CALENDAR TO BE HEARD AS THE NEXT ORDER OF BUSINESS; APPROVED 5/0

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 25, 2023

Approved, 5/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR AUGUST 8, 2023

Continued, 5/0

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

C. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

D. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

E. REJECTION OF CLAIM: HALL & LOADS, INC.

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Hall & Loads, Inc.

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

- F.** SECOND READING – ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 5 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIE SPEED LIMIT ON VARIOUS ROADWAYS (P.W. 282-3A) (Introduced on August 8, 2023)

Ord. No. 2230-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt an ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code “Special Speed Zones” in order to change the prima facie speed limit on certain streets.

- G.** SECOND READING – DESIGN GUIDELINES ZONING TEXT AMENDMENT (Introduced on August 8, 2023)

Ord. No. 2231-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt an ordinance amending Section 9-5.2609 of the Antioch Municipal Code regarding design guidelines.

MAYOR THORPE RECUSED HIMSELF PRIOR TO THE DISCUSSION OF CONSENT CALENDAR ITEM #H

- H.** RENEWAL OF VESTING TENTATIVE SUBDIVISION MAP 357-302-20, FINAL DEVELOPMENT PLAN, AND DESIGN REVIEW

Reso No. 2023/134 adopted, 4/0 [Thorpe - Recused]

Recommended Action: It is recommended that the City Council adopt the resolution approving a one-year extension of the vesting tentative subdivision map, final development plan, and design review approvals for the Wild Horse Multifamily Project.

MAYOR THORPE RETURNED TO THE DAIS AFTER COUNCIL DISCUSSION AND VOTE ON CONSENT CALENDAR ITEM #H

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

I. FIRST AMENDMENT TO THE AGREEMENT WITH C&J FAVALORA TRUCKING, INC. FOR THE FULTON YARD RECYCLING PROJECT

Reso No. 2023/135 adopted, 5/0

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

- 1) Approving the first amendment to the Agreement with C&J Favalora Trucking, Inc. for the Fulton Yard Recycling Project in the amount of \$1,650,000 for a total amount of \$3,450,000 including up to a 20 percent contingency of the contract amount for a total contract amount of \$4,140,000; and*
- 2) Authorizing the Acting City Manager or designee to execute the first amendment to the Agreement in a form approved by the City Attorney.*

J. AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH FOUNDRY CONSTRUCTION FOR THE MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS (P.W. 143-R)

Reso No. 2023/136 adopted, 5/0

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

- 1) Approving an amendment to increase the construction agreement with Foundry Construction Co. ("Contractor") by \$53,466 for a total agreement amount of \$483,466 and extend the term of the agreement to December 31, 2023; and*
- 2) Authorizing the Acting City Manager or designee to execute the amendment in a form approved by the City Attorney.*

K. SMALL GOVERNMENT AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Reso No. 2023/137 adopted, 5/0

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

- 1) Approving a sole source request for consulting services with Environmental Systems Research, Inc.; and*
- 2) Authorizing the Acting City Manager to execute a consulting services agreement with Environmental Systems Research, Inc. for GIS licensing, software, and integrations for Public Works, for a total amount not to exceed \$255,000.*

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

L. FIRST AMENDMENT TO THE AGREEMENT WITH TERRACARE ASSOCIATES FOR PARK MAINTENANCE SERVICES

Reso No. 2023/138 adopted, 5/0

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

- 1) Approving the first amendment to the Agreement with Terracare Associates in the amount of \$207,972 for a total amount of \$4,517,771.25 for additional park maintenance services; and*
- 2) Authorizing the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.*

M. FIRST AMENDMENT TO THE AGREEMENT WITH TERRACARE ASSOCIATES FOR LANDSCAPE MAINTENANCE SERVICES

Reso No. 2023/139 adopted, 5/0

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

- 1) Approving the first amendment to the agreement with Terracare Associates for Landscape Maintenance Services in the amount of \$131,898 for a total amount of \$6,179,128; and*
- 2) Authorizing the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.*

N. RESOLUTION TO ACCEPT THE CONVEYANCE OF TWO GRANTS OF EASEMENTS TO THE CITY OF ANTIOCH FOR THE DEER VALLEY ESTATES SUBDIVISION 9518 (MERITAGE HOMES OF CALIFORNIA) (P.W. 681-2)

Reso No. 2023/140 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution to accept the conveyance of two Grants of Easements for the Deer Valley Estates Subdivision 9518 from Kaiser Foundation Hospitals.

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

O. AWARDING AN AGREEMENT WITH SHARJO LLC DBA SERVICEMASTER RESTORATION MANAGEMENT FOR ON-CALL HOMELESS ENCAMPMENT CLEANUP SERVICES

Reso No. 2023/141 adopted amending the effective date, 4/1 (Torres-Walker)

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

- 1) Awarding a Maintenance Services Agreement for On-Call Homeless Encampment Cleanup Services throughout the City to Sharjo LLC dba ServiceMaster Restoration Management for a three (3) year term from July 25, 2023, to June 30, 2026, in the amount of \$1,365,000 with an option to extend two (2) additional years from July 1, 2026, to June 30, 2028, in an amount of \$951,360 for a total contract amount not to exceed \$2,316,360 over the five (5) year period;*
- 2) Authorizing the Acting City Manager or designee to execute the Agreement in a form approved by the City Attorney; and*
- 3) Authorizing the Acting City Manager or designee to implement the tentative agreement between the City and APWEA by making the necessary budget amendments to the Street Maintenance Operating Budget for Fiscal Year 2023/24 and Fiscal Year 2024/25 to cover the costs of the first two (2) years of the Agreement.*

P. ACCEPTANCE OF THE DEDICATION OF THE ROADWAYS WITHIN AVIANO SUBDIVISION PHASE 3, TRACT NO. 9489 (P.W. 676-3)

Reso No. 2023/142 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution accepting the dedication of the roadways within Aviano Subdivision Phase 3, Tract No. 9489 and authorizing the Acting City Manager or designee to accept the dedication of the roadway, including Sand Creek Road from Rigolato Drive to Dozier-Libbey Road and Dozier-Libbey Road from Sand Creek Road to the temporary access road to Deer Valley Road, which has been completed for Aviano Subdivision Phase 3, Tract No. 9489.

MOTION TO ADJOURN – Motioned to adjourn meeting at 11:19 p.m., 5/0

COUNCIL REGULAR AGENDA – Continued from August 8, 2023, Council Meeting

1. **RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR PROPERTY AND EVIDENCE SUPERVISOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT (MID/PROF.) BARGAINING UNIT**

Recommended Action: It is recommended that the City Council adopt a resolution approving the New Class Specification for Property and Evidence Supervisor, assigning a salary range, and assigning the classification to the Management (Mid/Prof.) Bargaining Unit.

2. **DISCUSSION ON HIRING OF RETIRED POLICE OFFICERS**

Recommended Action: It is recommended that the City Council discuss the idea of potentially hiring retired police officers.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

PUBLIC COMMENTS

STAFF COMMUNICATIONS

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS – Council Members report out various activities and any Council Member may place an item for discussion and direction on a future agenda. Timing determined by Mayor and Acting City Manager – no longer than 90 days.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director *AEC*

APPROVED BY: Kwame Reed, Acting City Manager

SUBJECT: Resolution Approving a New Class Specification for Property and Evidence Supervisor, Assigning a Salary Range, and Assigning the Classification to the Management (Mid/Prof.) Bargaining Unit

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the New Class Specification for Property and Evidence Supervisor, assigning a salary range, and assigning the classification to the Management (Mid/Prof.) Bargaining Unit.

FISCAL IMPACT

The salary range (without benefits) for one (1) Property and Evidence Supervisor is \$106,716 - \$129,720. The total annual range of cost of funding one (1) Property and Evidence Supervisor is (Step A – Step E) \$201,540 to \$237,998. The position and funding was approved as a Police Evidence Supervisor in the adopted 2023-25 budget. The attached resolution will update the position title included in the budget.

DISCUSSION

This classification will plan, direct, manage, and oversee the activities and operations of Property and Evidence Unit and within the police department; supervises assigned staff, performs technical support duties to provide effective storage, maintenance, and control of police department property and evidence, and performs related duties as assigned. Some of the duties include:

- Assume management responsibility for assigned services and activities of the Property and Evidence Unit within the police department; participate in the development and implementation of goals, objectives, policies, and priorities for assigned programs, recommend, and administer policies and procedures; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend best practices within department policy.
- Plan, direct, coordinate and review the work plan for the Property and Evidence Unit staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures, meet with staff to identify and resolve problems;

ensure 24/7 day-to-day operations and functions of providing non-emergency police support services to the public and Police Officers are carried out in accordance with department policies; federal and state laws, and other requirements in the most efficient and effective manner that contributes to the safety and well-being of the public and department personnel.

- Coordinate recording and storing of all evidence and found property; coordinate security and maintenance of the department's property room in accordance with state law and best practices and department regulations and ensures compliance with relevant OSHA and City safety regulations; select, train, and motivate assigned personnel, coordinate training, work with employees to correct deficiencies; implement discipline and termination procedures; oversee and participate in the development and administration of the annual budget for the Property and Evidence Unit; perform regular and detailed audits of stored items and ensure integrity of records associated with inventory control and documentation; serves as a liaison with the Investigations Unit and patrol staff regarding property handling and chain of custody.

Please refer to Attachment A – Exhibit 1 for the Property and Evidence Supervisor Specification.

ATTACHMENTS

A. Resolution

Exhibit 1 to Resolution – Property and Evidence Class Specification

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW CLASS SPECIFICATION FOR PROPERTY AND EVIDENCE
SUPERVISOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE
CLASSIFICATION TO THE MANAGEMENT (MID/PROF.) BARGAINING UNIT**

WHEREAS, the City has an interest in the effective and efficient management of the classification plan;

WHEREAS, the City recognizes the importance of having competent management and oversight of the Property and Evidence Unit activities and operations;

WHEREAS, the City recognizes the Property and Evidence Supervisor position is more cost effective, prudent, and in line with industry standards;

WHEREAS, for internal equity purposes the recommended salary range for the Property and Evidence Supervisor Classification is \$8,892 - \$10,810 per month;

WHEREAS, the Management (Mid/Prof.) Bargaining Unit has reviewed and approved the Class Specification; and

WHEREAS, the title of Police Evidence Supervisor in the adopted 2023-25 budget should be replaced with Property and Evidence Supervisor.

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 Property and Evidence Supervisor, attached hereto as "Exhibit 1", is hereby approved and added to the City of Antioch Employees' Classification System;

Section 2. The Property and Evidence Supervisor Classification is hereby assigned a monthly salary range of \$8,893 - \$10,810;

Section 3. The Property and Evidence Supervisor Classification is hereby assigned to the Management (Mid/Prof.) Bargaining Unit with Tier 3 Administrative Leave; and

Section 4. The title of Police Evidence Supervisor in the adopted 2023-25 budget shall be replaced with Property and Evidence Supervisor.

* * * * *

RESOLUTION NO. 2023/**

August 22, 2023

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I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22th day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT 1

CITY OF ANTIOCH

PROPERTY AND EVIDENCE SUPERVISOR

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 Property and Evidence within the Police Department; supervises assigned staff, performs technical support duties to provide effective storage, maintenance, and control of police department property and evidence; and performs related duties as assigned.

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. Assume management responsibility for assigned services and activities of the Property and Evidence Unit within the Police Department.
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. Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; recommend, within departmental policy, appropriate service and staffing levels.
4. Plan, direct, coordinate, and review the work plan for the Property and Evidence Unit staff; assign work activities, projects, and programs; review and evaluate work products, methods, and procedures; meet with staff to identify and resolve problems.
5. Ensure 24/7 day-to-day operations and functions of providing non-emergency Police support services to the public and Police Officers are carried out in accordance with Department policies, state laws, and other requirements in the most efficient and effective manner that contributes to the safety and well-being of the public and departmental personnel.
6. Coordinate recording and storing of all evidence and found property; coordinates security and maintenance of department's property room in accordance with state laws, industry best practice, and department regulations; and ensures compliance with relevant OSHA and City safety regulations.
7. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.
8. Oversee and participate in the development and administration of the annual budget for the Property and Evidence Unit; participate in the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures; implement adjustments.
9. Perform regular, detailed audits of stored items and ensures integrity of records associated with inventory control and documentation; serves as a liaison with investigations and patrol staff regarding property handling and security, and chain of custody.

CITY OF ANTIOCH

PROPERTY AND EVIDENCE SUPERVISOR (CONTINUED)

10. Assist in the purchasing of property and evidence packaging, cleaning, and other supplies, equipment, and materials as necessary; research service providers and makes recommendations regarding contract services.
11. Secures court orders for the destruction of controlled substances and firearms on adjudicated cases. Research officers' reports for required information. Enters crime gun information into California Law Enforcement Telecommunication System (CLETS).
12. Manage, issue, and track inventory of equipment for police department employees.
13. Respond to and resolve difficult and sensitive citizen inquiries and complaints; establishes and maintains positive working relationships with co-workers, City employees and the public using principles of good customer service.
14. 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:

- Principles and practices of law enforcement property and evidence room management.
- Methods, procedures, principles, practices, and terminology used in property and evidence handling, processing, recording, preservation, storage, destruction, and release.
- Pertinent federal, state, and local laws, codes, and regulations including those relating to the safekeeping, processing, and disposition of property and evidence.
- Principles of supervision, training, and performance evaluation.
- Principles and practices of project management and administration.
- Principles of budget management.
- Law enforcement systems and technology platforms including current and emerging technologies.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Principles and practices of customer service.

Ability to:

- Oversee and participate in the management of the Police Department's Property and Evidence Unit.
- Oversee, direct, and coordinate the work of lower-level staff.
- Select, supervise, train, and evaluate staff.
- Participate in the development and administration of division goals, objectives, and procedures.
- Prepare and administer budgets.
- Prepare clear and concise administrative and financial reports.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Understand the organization and operation of the City, assigned programs, and of outside agencies as necessary to assume assigned responsibilities.
- Interpret and apply federal, state, and local policies, laws, and regulations.
- Understand software systems; evaluate and research products to be used in support services.

CITY OF ANTIOCH
PROPERTY AND EVIDENCE SUPERVISOR (CONTINUED)

- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Adapt to changing technologies and learn functionality of new equipment and systems.
- 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:

Equivalent to the completion of the twelfth grade supplemented by college level course work in business administration, public administration, management, criminal justice, communications, or a related field. A Bachelor's degree is preferred.

Experience:

Three years of increasingly responsible experience in the coordination and disposition of Property and Evidence or forensic science or crime scene investigations.

License:

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 and may be occasionally exposed to fumes, airborne particles, and toxic or caustic chemicals; extreme cold, extreme heat, risk of electrical shock, risk of radiation, and vibration; and the noise level in the work environment is usually moderate.

Physical: Primary functions require sufficient physical ability and mobility to work in an office and evidence room 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; and to verbally communicate to exchange information.

FLSA: Exempt

Created: July 2023

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.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager/Economic Development Director

SUBJECT: Discussion on Hiring of Retired Police Officers

RECOMMENDED ACTION

It is recommended that the City Council discuss the idea of potentially hiring retired police officers.

FISCAL IMPACT

The recommended action has no fiscal impact.

DISCUSSION

This item is for discussion and was placed on the agenda in response to a request by Councilmember Barbanica. The Acting City Manager, the Antioch Police Department, and the Human Resources Department are engaged in discussions to address current vacancies at the Police Department as soon as possible. Councilmember Barbanica suggested that the City consider hiring retired police officers to provide temporary coverage for certain non-sworn duties within the Police Department. The Acting City Manager will consider all options and make necessary efforts to address the current staffing concerns in the Police Department.

ATTACHMENTS

None



ANTIOCH CHRISTIAN CENTER
25TH YEAR ANNIVERSARY
AUGUST 2023

WHEREAS, Antioch Christian Center is celebrating 25 years of ministry service during August 2023;

WHEREAS, Rev. Michael B. Bell and Mrs. Lesia Bell have provided 25 years of service to the Ministry of Christ, with Rev. Bell providing the last 9 years of service as Senior Pastor of Antioch Christian Center;

WHEREAS, Antioch Christian Center's roots come out of San Francisco Christian Center under the pastorate of Bishop Donald E. Green;

WHEREAS, the first worship services for Antioch Christian Center, formerly Koinonia Christian Center, were held on August 2, 1998, led by Founding Pastor Paul Taylor and a group of dedicated individuals and families who met in Antioch in March 1998 to lay the foundation for this ministry;

WHEREAS, Antioch Christian Center has provided Christian counseling and education, youth and children's ministry, and dynamic worship and fellowship; fostered healthy personal and social relationships; and positively impacted the quality of life for individuals, youth, and families in Antioch and surrounding areas;

WHEREAS, Antioch Christian Center ministers and members have helped to restore broken people to a place of community, interdependence, and self-sufficiency in Christ and created opportunities for broad community involvement in facilitating youth success and leadership; and

WHEREAS, Antioch Christian Center has formed collaborative partnerships in ministry and community service with the Youth Intervention Network, Sutter Delta Medical Center Chaplain Advisory Board, CCISCO, Love Never Fails, St. John's Lutheran Church, and other faith organizations and ministries in Antioch, East Contra Costa, and overseas.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, hereby commend the "Antioch Christian Center" for 25 years of exemplary service to the City of Antioch and extend best wishes for success in future endeavors.

AUGUST 22, 2023

LAMAR A. THORPE, Mayor

3.01
08-22-23



**RECOGNIZING DR. CAROL WEYLAND CONNER'S
HUMANITARIAN CONTRIBUTIONS TO THE CITY OF ANTIOCH**

WHEREAS, Dr. Carol Weyland Conner, who peacefully passed away on April 22, 2023, founded White Pony Express in 2013, the volunteer-powered nonprofit which delivers fresh, surplus food gathered from supermarkets and restaurants to the hungry throughout the county;

WHEREAS, Dr. Conner believed, "There is a simple solution that can end the problems of hunger and marginalization for good—a new paradigm: voluntary shared abundance. In this model of life, responsibility for helping the family of man is assumed by everyone, or in the phrase White Pony Express uses, "All of us taking care of all of us!"

WHEREAS, over the last 10 years, White Pony Express has delivered more than 20 million free, fresh, and healthy meals and 1.5 million clothing items to residents of Contra Costa County, including Antioch;

WHEREAS, every week, White Pony Express provides fresh groceries and nutritious meals to Antioch low-income seniors, at-risk youth, the unhoused, new immigrant families, other vulnerable neighbors, and to students at Antioch Middle School;

WHEREAS, Dr. Conner founded the nonprofit Following Francis, which nurtures kindness, courage, and self-worth in children and has staged festive, outdoor "faires" and musical plays for nearly 15,000 children throughout the nation, including children in Antioch. Following Francis has also delivered gifts of clothing, groceries, gift baskets and household supplies to Antioch families at Dr. Conner's request;

WHEREAS, during the pandemic, volunteers of White Pony Express and Following Francis participated in a project initiated by Dr. Conner which involved distributing cash gifts of \$1,200 apiece to those identified by community partner organizations as being in dire need, including residents of Antioch. All told, approximately \$1 million was given to individuals across the nation who were severely impacted by COVID; and

WHEREAS, Dr. Conner was the spiritual director of Sufism Reoriented, an American spiritual school founded by Meher Baba that honors all spiritual traditions and the essential unity of all life.

**NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,
hereby recognize and commend the impact of Dr. Conner's contributions and
humanitarian efforts to serve the City of Antioch.**

AUGUST 22, 2023

LAMAR A. THORPE, Mayor

**3.02
08-22-23**



***PENTECOSTAL MISSIONARY CHURCH OF CHRIST (4TH WATCH)
50TH GOLDEN CHURCH ANNIVERSARY
AUGUST 27, 2023***

WHEREAS, the Pentecostal Missionary Church of Christ (4th Watch) is a Christian denomination, founded by Chief Executive Arsenio T. Ferriol in the Philippines, and has been established in more than 71 countries of the world;

WHEREAS, Chief Executive Minister Arsenio T. Ferriol has envisioned reaching the far corners of the world with the Gospel of Jesus Christ and the doctrines of God;

WHEREAS, Presbyterian Leticia S. Ferriol pioneered the work of the PMCC (4th Watch) in the United States over 30 years ago;

WHEREAS, for more than 25 years, Deputy Executive Minister Bishop Jonathan S. Ferriol, in partnership with his co-workers and elders, has been leading the PMCC (4th Watch) United States District to growth and expansion;

WHEREAS, Deputy Executive Minister Bishop Jonathan and Pastor Maritess Ferriol have served as the Senior Pastors of South Bay's PMCC (4th Watch) for over 25 years;

WHEREAS, the Pentecostal Missionary Church of Christ (4th Watch) celebrates 50 years with its Golden Church Anniversary celebration this year on August 27, 2023, at 2400 Sycamore Drive, Antioch, California; and

WHEREAS, the Pentecostal Missionary Church of Christ (4th Watch) believes that millions of lives have been impacted, transformed, and saved by the Gospel.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, hereby commemorate and congratulate "Pentecostal Missionary Church of Christ (4th Watch)" on their 50th Golden Church Anniversary" on August 27, 2023, in recognition and celebration of the significant contributions to the City of Antioch.

AUGUST 22, 2023

LAMAR A. THORPE, Mayor

**3.03
08-22-23**

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

**Regular Meeting
7:00 P.M.**

**July 25, 2023
Council Chambers**

5:30 P.M. - CLOSED SESSION

Mayor Thorpe called the meeting to order at 5:30 P.M., and Acting City Clerk Rosales called the roll.

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

1. **CONFERENCE WITH LEGAL COUNSEL:** Existing Litigation pursuant to Government Code section 54956.9; Frank Sterling v. City of Antioch, et al. United States District Court Northern District of California Case No. 3:22-cv-07558-TSH.
2. **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY.** This closed session is authorized pursuant to Government Code section 54957.
3. **PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957(b).
4. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8; Property: 809-815 1st Street, Antioch, CA 94509 (APN: 066-091-015), Negotiating Parties: City of Antioch Negotiators: Kwame P. Reed, Acting City Manager and Thomas Lloyd Smith, City Attorney; Lynn House Gallery Negotiator: Jody Mattison; Under Negotiation: Rent and terms of payment.

PUBLIC COMMENTS

Andrew Becker questioned why the news outlets published the City's recruitment process prior to Council discussing the process during Closed Session.

Melissa Case requested citizens be involved in the selection process for the new City Manager.

Mayor Thorpe explained that Council had previously discussed conducting a national search for the City Manager.

ADJOURN TO CLOSED SESSION

Mayor Thorpe adjourned to Closed Session at 5:38 P.M.

7:00 P.M. REGULAR MEETING

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

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL**, direction given to City Attorney, **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY ATTORNEY**, no reportable action, **#3 PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER**, direction given to Human Resources Director; and, **#4 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, Council voted to forgive past rent of \$6,333.65 for COVID-19 period, by 4/0/1 vote with Councilmember Torres-Walker abstaining.

ON MOTION BY COUNCILMEMBER OGORCHOCK, SECONDED BY COUNCILMEMBER BARBANICA, THE CITY COUNCIL UNANIMOUSLY SUSPENDED THE RULES AND MOVED PRESENTATION #2, COUNCIL REGULAR AGENDA ITEM #8 and PUBLIC HEARING ITEM #4 TO BE HEARD AS THE NEXT ORDER OF BUSINESS.

2. PRESENTATION

Vanessa Rosales, Certified Municipal Clerk (CMC) Designation

Mayor Thorpe presented Vanessa Rosales, with her Certified Municipal Clerk (CMC) Designation certificate.

COUNCIL REGULAR AGENDA

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

8. ON-CALL HOMELESS ENCAMPMENT CLEANUP SERVICES

Acting Director of Public Works/City Engineer Buenting presented the staff report dated July 25, 2023, recommending the City Council: 1) Discuss contracting out homeless encampment cleanup services to a third-party contractor; and 2) Provide direction to staff on a funding source to provide these services.

Chad Tresdell, Art Hernandez, Tedd Romano, Zach Looney, Miguel Santoyo, Bruce Cooke, Jeff Cook, representing Antioch Public Works and Todd Northam, representing the Antioch Public Works Association, expressed concern regarding the safety of their members currently performing homeless encampment cleanups and spoke in support of the City contracting out abatement services.

Andrew Becker commented that Public Works should not be performing homeless encampment cleanups and suggested departments working with unhoused residents be included in the conversation.

Frank Sterling commented that Public Works should not be performing homeless encampment cleanups. He suggested the City hire a culturally experienced consultant and involve the Angelo Quinto Crisis Response Team.

Christian Gutierrez discussed his experience with homelessness and suggested that those who were concerned about performing encampment cleanups find different employment.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council directed staff to move forward with contracting out homeless encampment cleanups and authorized the Acting City Manager to make the appropriate budget adjustments. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Abstain: Torres-Walker

PUBLIC HEARING

4. INTRODUCE ORDINANCE PROHIBITING RETALIATION AND HARASSMENT OF RESIDENTIAL TENANTS

Councilmember Barbanica announced that under the direction and advice of City Attorney Smith, he would recuse himself from Public Hearing Item #4, and he left the dais.

City Attorney Smith presented the staff report dated July 25, 2023, recommending the City Council introduce by title only and waive further reading of the Ordinance Adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code Prohibiting Retaliation and Harassment of Residential Tenants.

Mayor Pro Tem Torres-Walker opened the public hearing.

Ethan Silverstein, ACCE Institute, Proponent, spoke in support of the ordinance as presented. He noted it included a reasonable standard for violations and captured enough violations and remedies. He felt arguments against the ordinance were invalid.

Rhovy Lyn Antonio, CA Apartment Association, discussed several provisions within the proposed ordinance that posed concerns for housing providers. She requested the City Council

reject the ordinance, review the provisions previously outlined and move forward with an inclusive process.

Joseph Stokley Sr, Real Estate Investor and Landlord, expressed concern that the proposed ordinance would result in fewer rental properties. He stated he worked with residents through difficult times and had only one eviction. He commented if the ordinance was enacted it would force him to sell his properties and reinvest elsewhere.

Ranae Callaway, Delta Association of Realtors, James Britto, Aeysha Corio, Realtor, Landlord and Concord Planning Commissioner and Joe Stokley Jr. expressed concern regarding several provisions within the proposed ordinance. They requested Council reconsider the current ordinance and work with stakeholders to advance an ordinance that was fair and balanced for all parties.

Scott MacIntyre agreed with various aspects of the anti-harassment ordinance and requested that wording within be clarified.

Mary Anne Johnson, Property Owner, stated they took great pride in being landlords that followed the rules and felt the anti-harassment ordinance would be targeting them.

Rev Millie Phillips, Faith Alliance for a Moral Economy, Teresa Farias, Rising Juntos, Christine Clark, Rising Juntos, Rocio Aramburo, Rising Juntos, Nicole Arrington, ACCE, Devin Williams, Tachina Garrett, ACCE, CPO, NAMI, Frank Sterling, Reimagine Antioch, Kim Carlson, Treyveon Carlson, ACCE, Archie Brumfield, ACCE, Navy Veteran, Patricia Granados, Rhea Elina Laughlin, Rising Juntos, Francisco Torres, Reimagine Antioch, Eddie Gums, ACCE, Rocheall Pierre, Raising Juntos, and Della Brass spoke in support of the anti-harassment ordinance. Many speakers also requested Council move forward with a just cause ordinance.

Melissa Case encouraged stakeholders to work together to address all of their concerns.

Stephany Morris discussed uninhabitable living conditions in rental units.

Julia Emego Kwua suggested the City advance a moratorium on rent increases.

Mayor Thorpe closed the public hearing.

Mayor Thorpe declared a recess at 9:20 P.M. The meeting reconvened at 9:37 P.M. with all Councilmembers present with the exception of Councilmember Barbanica who previously recused himself from Item #4.

Mayor Thorpe reopened the public hearing.

Bob Norri and Rochelle Stede Norri stated they had historically helped their tenants and discussed the impact of raising costs for landlords. They encouraged the City to make a decision that was fair and balanced for all parties.

Mayor Thorpe closed the public hearing.

Mayor Thorpe reopened the public hearing.

An unidentified speaker discussed the negative impacts of investors who would be unable to maintain and build new housing given rent control and regulations. She spoke in opposition to the ordinance and encouraged Council to pursue a better solution.

Public comments submitted in writing were entered into the record from the following individuals: Derek A. Ridgway, Molly Bacigalupo, Property Manager / Palm Terrace Condominium Rentals, Monica Fraga, Rene Urone, Business Manager / Hillcrest View Apartments, Pam Nightingale, Tim Hearn, Kristina Ball, Community Manager, Bryan Smith, Property Management, Dennis Hanna, Sandra Sanchez, Stephen Liem and Helen Rozam, Antioch residents, Yvette Evans, Property Management / DH Apartment Homes, Yasmin Meertins, Joyce Kelly, Ali Uscilka, Program Director / Healthy & Active Before 5, and Reina Banuelos, Director of Property Management / DH Apartment Homes and Deborah Polk.

Mayor Thorpe closed the public hearing.

Councilmember Ogorchock thanked the speakers for their public comments. She discussed several provisions within the proposed ordinance that posed concerns for housing providers. She suggested changing wording within the ordinance, so provisions applied to corporate owners. She requested the City work collaboratively with stakeholders to create a resolution and ordinance that all parties could support.

Councilmember Torres-Walker thanked the speakers for their public comments. She reported that Mayor Thorpe attempted a meeting with stakeholders which was unsuccessful. She expressed concern that landlords had indicated they would sell properties if the ordinance were approved and stated if that was the case, she would ask that they consider working with the first-time homeowner program.

A motion was made by Councilmember Torres-Walker and seconded by Councilmember Wilson to introduce by title only and waive further reading of the Ordinance Adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code Prohibiting Retaliation and Harassment of Residential Tenants.

Speaking to the previous motion and following discussion, Mayor Thorpe and Councilmember Ogorchock requested the following friendly amendments to the motion: 1) Section 3. HOUSING SERVICES. 11-1.02 "Definitions" - EXCLUDE "...including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment." 2) Section 4. 11-5.02 "EXEMPTIONS" - ADD "Senior Residential Home Care Facilities" to section (A); and 3) Section 4. 11-5.03 "HARASSMENT BY LANDLORD PROHIBITED" - ADD "...except when a landlord is engaged in a tenant eviction process." to sections (A)(16) and (A)(17).

A substitute motion was made by Councilmember Torres-Walker and seconded by Councilmember Wilson to introduce by title only and waive further reading of the Ordinance Adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code Prohibiting Retaliation and Harassment of Residential Tenants including the following amendments:

Section 3. HOUSING SERVICES. 11-1.02 “Definitions”

- EXCLUDE “...including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment.”

Section 4. 11-5.02 “EXEMPTIONS”

- ADD “Senior Residential Home Care Facilities” to section (A):

Section 4. 11-5.03 “HARASSMENT BY LANDLORD PROHIBITED”

- ADD “...except when a landlord is engaged in a tenant eviction process.” to sections (A)(16) and (A)(17)

The motion carried the following vote:

Ayes: Wilson, Torres-Walker, Thorpe

Noes: Ogorchock

Councilmember Torres-Walker thanked Councilmember Barbanica for recusing himself from this process.

Councilmember Barbanica returned to the dais.

1. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Public Safety and Community Resources Johnson announced the following civic and community events.

- Summer Outdoor Movie Night Prewett Park – August 3, 2023
- Summer Concert Series Prewett Park – July 27, 2023, and Waldie Plaza– August 5, 2023
- Julpun Park – Ribbon Cutting Ceremony – August 5, 2023

Councilmember Ogorchock announced the following community event.

- Stuff the Bus - August 5, 2023, Dallas Ranch Middle School.

Acting Director of Public Works/City Engineer Buenting made the following civic announcement:

- Construction on Lone Tree Way – July 26 through October 31, 2023, from Putnam Street to Terranova Drive, Antioch, CA (One lane of traffic in each direction from 8:00 P.M. to 5:00 A.M.).

PUBLIC COMMENTS

Christian Gutierrez discussed incidents he had experienced with community members and law enforcement.

Rosalba Zendejas discussed an incident involving her sons and the Antioch Police Department (APD).

Melissa Case expressed concern regarding an elected official's open letter to Mr. Rains. She encouraged Council to unify and compromise on city matters.

Carolyn Simmons discussed racism and spoke in support of scrutinizing all new APD hires and ensure that they would be professional employees.

Kathryn Wade discussed an incident involving her son and the APD.

Francisco Torres, Reimagine Antioch, encouraged the City Council to move forward with the Police Oversight Commission appointments and suggested the community be involved in choosing a new Police Chief.

Frank Sterling expressed concern regarding letters sent from lawyers for the APOA. He urged Council to implement the Police Oversight Commission and ensure officers involved in misconduct be decertified.

Andrew Becker discussed his experience in the foster care system and expressed concern regarding a family who was experiencing homelessness.

Julia Emego Kwue spoke in support of defunding APD and building a multistory building for the homeless. She requested summer meals be provided for pick up and funding be allocated for students who were homeschooled.

Teki Flow thanked the City Council for enacting the anti-harassment ordinance. She expressed concern that a police escort had not been available for the Crisis Response Team. She requested the Police Oversight Commission be established and the audit of the APD be expedited.

Kimberly Kidd-Bailey discussed an incident involving her son and the APD. She encouraged the City to hire a Police Chief that was fair.

Public comments submitted in writing were entered into the record from the following individuals: Michael Kitterman, American Citizens Institute and Tim Schwartz, Antioch resident.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS – None

MAYOR’S COMMENTS – None

3. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 30, 2023**
- B. **APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 13, 2023**
- C. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JUNE 23, 2023**
- D. **APPROVAL OF COUNCIL MEETING MINUTES FOR JUNE 27, 2023**
- E. **APPROVAL OF COUNCIL WARRANTS**
- F. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
- G. **REJECTION OF CLAIM: KHALID BARROW, RONNIE FIELDS, AND AHMAD SLOAN**
- H. **ORDINANCE NO. 2229-C-S SECOND READING – THE RANCH PHASE I PROJECT – PLANNED DEVELOPMENT GUIDELINES ORDINANCE (*Introduced on June 27, 2023*)**
- I. **RESOLUTION NO. 2023/111 CONSULTING SERVICES AGREEMENT WITH CENTRICITY GIS, LLC FOR IMPLEMENTATION OF ASSET MANAGEMENT SOFTWARE**
- J. **RESOLUTION NO. 2023/112 CONSIDERATION OF BIDS FOR THE WEST ANTIOCH CREEK SILT REMOVAL (P.W. 201-5A)**
- K. **RESOLUTION NO. 2023/113 CONSIDERATION OF BIDS FOR THE WATER DISTRIBUTION AND SERVICE MATERIALS**
- L. **RESOLUTION NO. 2023/114 CONSIDERATION OF BIDS FOR EQUIPMENT OPERATOR IN CREEKS AND CHANNELS**
- M. **RESOLUTION NO. 2023/115 AGREEMENT WITH CAL ENGINEERING & GEOLOGY FOR GEOTECHNICAL ENGINEERING CONSULTING SERVICES FOR LANDSLIDE REPAIRS THROUGHOUT THE CITY OF ANTIOCH**
- N. **RESOLUTION NO. 2023/116 AGREEMENT WITH NINYO & MOORE FOR GEOTECHNICAL ENGINEERING CONSULTING SERVICES FOR LANDSLIDE REPAIRS THROUGHOUT THE CITY OF ANTIOCH**

- O. **RESOLUTION NO. 2023/117 APPROVING CONSOLIDATED ENGINEER'S REPORT AND DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE HILLCREST, CITYWIDE, DOWNTOWN, ALMONDRIDGE, LONE TREE, AND EAST LONE TREE LANDSCAPE MAINTENANCE DISTRICTS, AND SETTING PUBLIC HEARING (P.W. 500)**
- P. **RESOLUTION NO. 2023/118 AGREEMENT WITH FUGRO USA LAND, INC. FOR ON-CALL GEOTECHNICAL AND ENGINEERING SERVICES**
- Q. **RESOLUTION NO. 2023/119 FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH MCARDLE DESIGN INC. FOR LANDSCAPE DESIGN SERVICES**
- R. **RESOLUTION NO. 2023/120 AGREEMENT WITH WILSEY HAM ENGINEERING, SURVEYING & PLANNING FOR ON-CALL GEOTECHNICAL AND ENGINEERING SERVICES**
- S. **RESOLUTION NO. 2023/121 ACCEPTING COMPLETED IMPROVEMENTS AND RELEASE OF BONDS FOR AVIANO SUBDIVISION PHASE 2, TRACT NO. 9449 (P.W. 676-2)**
- T. **RESOLUTION NO. 2023/122 ACCEPTING COMPLETED IMPROVEMENTS, RELEASE OF BONDS, AND AUTHORIZING THE ACCEPTANCE OF GRANT DEEDS FOR PARK RIDGE PARK (JULPUN PARK) AND OPEN SPACE CONVEYING PROPERTY LOCATED AT 5500 SIERRA TRAIL WAY, ASSESSOR'S PARCEL NUMBERS 053-060-069 AND 053-060-071 (P.W. 674-9)**
- U. **RESOLUTION NO. 2023/123 UNHOUSED RESIDENTS SERVICES – AMENDMENT NO. 5 TO CONSULTING SERVICES AGREEMENT WITH FOCUS STRATEGIES**
- V. **RESOLUTION NO. 2023/124 APPROVAL REAPPROPRIATING UNSPENT FISCAL YEAR 2023 YOUTH NETWORK SERVICES CONTRACTUAL SERVICES TO FISCAL YEAR 2024**
- W. **APPROVAL OF TREASURER'S REPORT FOR APRIL 2023**
- X. **APPROVAL OF TREASURER'S REPORT FOR MAY 2023**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously approved the Council Consent Calendar with the exception of items H, O and U which were removed for further discussion.

Item H – Andrew Becker and Frank Sterling discussed the need for affordable housing in Antioch and questioned if this matter had been discussed with the developer.

Francisco Torres opposed The Ranch project and encouraged the City to focus on those needing affordable housing.

Teki Flow, Reimagine Antioch, questioned why resources were going toward a fire station and not investing in healing trauma.

Kimberly Kidd-Bailey questioned if sufficient infrastructure was in place to support The Ranch project.

Julia Emego Kwue, requested the City reduce speed limits in Antioch and open a bank to assist unhoused and low income residents.

Public comment submitted in writing was entered into the record from the following individual:
Allan Moore, A.P.C.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council approved Item H. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Noes: Torres-Walker

Item O – In response to Councilmember Barbanica, Acting Director of Public Works/City Engineer Buenting explained assessments were already in place and they would not increase taxes.

Melissa Case questioned if this item had been voted down by voters.

Mayor Thorpe responded that this item had not been voted down.

Acting Director of Public Works/City Engineer Buenting explained staff was mandated to present this item to Council yearly as an administrative process.

Julia Emego Kwue commented that some landscaping was not practical and was dangerous for pedestrians. She encouraged the City to focus on social safety programs.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock, the City Council unanimously approved Item O.

Item U – Andrew Becker questioned how the consultants were assisting unhoused residents in Antioch.

Julia Emego Kwue encouraged the Council to vote their conscience, defund APD and suggested building a large multi-story building for low income, unhoused and mentally ill residents.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council approved Item U. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Noes: Torres-Walker

PUBLIC HEARING – Continued

5. ORDINANCE AMENDING ARTICLE 15 OF CHAPTER 5 OF TITLE 4 OF THE ANTIOCH MUNICIPAL CODE AND CHANGING THE PRIMA FACIA SPEED LIMIT ON VARIOUS ROADWAYS (P.W. 282-3A)

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously continued Public Hearing Item #5 to August 8, 2023.

COUNCIL REGULAR AGENDA – Continued

6. REJECTION OF HOMEKEY APPLICANTS

Director of Public Safety and Community Resources Johnson presented the staff report dated July 25, 2023, recommending the City Council adopt a resolution rejecting the proposals received in response to RFQ No. 060720.

Andrew Becker expressed concern that Council had not reviewed the proposals and the City had not chosen to pursue Homekey funds.

Julia Emego Kwue requested the City assist marginalized people.

Councilmember Ogorchock stated if another Homekey opportunity presented itself, she would support the City extending the process and working with partners to prepare a project.

Councilmember Torres-Walker expressed her disappointment that the City had been unsuccessful in accessing Homekey funding. She encouraged the public to research the Focus Strategies contract noting they had not been successful in bringing sustainable options for unhoused residents.

RESOLUTION NO. 2023/125

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council adopted a resolution rejecting the proposals received in response to RFQ No. 060720. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Abstain: Torres-Walker

7. PROPOSED TRAFFIC CALMING IMPROVEMENTS FOR SYCAMORE DRIVE, JAMES DONLON BOULEVARD, AND WEST 10TH STREET

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

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously postponed Regular Agenda Item #7 to August 8, 2023.

9. DESIGNATION OF A VOTING DELEGATE AND ALTERNATE DELEGATE FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND AUTHORIZATION FOR ASSOCIATED CONFERENCE EXPENSES NOT TO EXCEED \$1,295 PER PARTICIPANT

Acting City Manager Reed presented the staff report dated July 25, 2023 recommending the City Council the Mayor nominate and City Council: 1) Approve [] as a Voting Delegate for the 2023 League of California Cities Annual Conference. 2) Approve [] as an Alternate Delegate for the 2023 League of California Cities Annual Conference. 3) Authorize an amount not to exceed \$1,295 for associated conference expenses for each conference participant.

Andrew Becker requested the City schedule an informative presentation from a representative of the League of California Cities.

Councilmember Ogorchock responded that she would follow up with Carolyn Coleman, CEO / League California Cities to schedule a regional presentation.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously approved Councilmember Ogorchock as a Voting Delegate for the 2023 League of California Cities Annual Conference.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously approved Mayor Pro Tem Torres-Walker as an Alternate Delegate for the 2023 League of California Cities Annual Conference.

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously authorized an amount not to exceed \$1,295 for associated conference expenses for each conference participant.

PUBLIC COMMENT – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Barbanica requested the following future agenda items: discussion on setting agenda items, presentation from the investor and developer for the property north of JC Penney, hiring of retired police officers as non-sworn personnel, update on staffing levels for Antioch Police Department and a press information policy. He thanked Acting City Manager Reed for working with him on the issues surrounding the methadone clinic and the sole source company

for the removal of abandoned recreational vehicles and debris. He reported the process for hiring the City Manager would occur in both closed and open session.

Councilmember Wilson reported Tri Delta Transit would meet tomorrow and reported on her attendance at the Transit Board Member Conference.

Councilmember Torres-Walker thanked Councilmember Ogorchock and City Attorney Smith for their attempts to schedule their first meeting of the Human Rights and Racial Equity Ad Hoc Committee. She discussed the need to address public safety in Antioch and reported she had been working to bring relationships to the City to address those issues. She thanked everyone who attended this evening and wished Leslie May a speedy recovery.

Mayor Thorpe reported on his attendance at the Transit Board Member Conference. He announced he would be setting up interviews for the Police Oversight Commission and requested Councilmembers participate in the interview process for their districts.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 11:33 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

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 August 8, 2023

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of August 8, 2023.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
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100 General Fund

Non departmental

00408046	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	11,046.71
00408057	STANTEC CONSULTING SERVICES INC	PROFESSIONAL SERVICES	9,726.00
00408154	CONTRA COSTA COUNTY	PAYROLL	50.00
00408189	LIFE INSURANCE COMPANY OF NA	PAYROLL	4,467.70
00408204	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,188.54
00408213	PARS	PAYROLL	18,623.26
00408226	STATE OF CALIFORNIA	PAYROLL	224.46
00408227	STATE OF CALIFORNIA	PAYROLL	30.00
00408228	STATE OF CALIFORNIA	PAYROLL	120.00
00408229	STATE OF CALIFORNIA	PAYROLL	534.70
00408230	STATE OF CALIFORNIA	PAYROLL	970.37
00408232	STEVEN MCMULLEN	REFUND CBSC FEE	1.65
00945953	LSA ASSOCIATES INC	CONSULTANT SERVICES	17,508.75
00946148	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	49,174.22
00946152	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	29,363.48

City Council

00408003	COSTCO	VARIOUS BUSINESS EXPENSES	191.05
00408239	VERIZON WIRELESS	DATA USAGE	105.08
00945942	ALTURA COMMUNICATION SOLUTIONS	PHONE	1,234.69
00945947	CCC MAYORS CONFERENCE	ANNUAL ASSESSMENT	6,009.00

City Attorney

00408138	BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES RENDERED	22,852.00
00408178	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	70,368.65
00408188	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	34,828.00
00408200	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	72,753.39
00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	54.72
00408234	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	4,103.60
00945945	CANON FINANCIAL SERVICES	COPIER LEASE	148.97

City Manager

00408003	COSTCO	VARIOUS BUSINESS EXPENSES	298.41
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	226.20
00408239	VERIZON WIRELESS	DATA USAGE	41.78
00945945	CANON FINANCIAL SERVICES	COPIER LEASE	148.97

City Clerk

00408011	EIDEN, KITTY J	MINUTES CLERK	2,300.00
00408040	OFFICE DEPOT INC	OFFICE SUPPLIES	107.75
00408108	ACCONTEMPS	TEMP SERVICES	2,884.70
00408113	AMAZON CAPITAL SERVICES INC	SAFETY SUPPLIES	105.35
00945944	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	495.00
00945956	RAY MORGAN COMPANY	COPIER USAGE	985.44
00946141	CARTER, RONN	CAMERA OPERATOR	273.00

City Treasurer

00408044	PFM ASSET MANAGEMENT LLC	ADVISORY SERVICES	11,213.51
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Human Resources

00945942	ALTURA COMMUNICATION SOLUTIONS	PHONE	246.94
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Economic Development

00945945	CANON FINANCIAL SERVICES	COPIER LEASE	148.97
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Finance Administration

00408122	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	591.92
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00945956	RAY MORGAN COMPANY	COPIER USAGE	853.57
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Finance Accounting

00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	10.85
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00408122	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	980.00
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00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	38.38
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00408237	TYLER TECHNOLOGIES INC	ANNUAL SOFTWARE SUBSCRIPTION	13,759.20
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00945958	SUPERION LLC	ASP SERVICES	21,151.89
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00946151	UBEO BUSINESS SERVICES	SCANNER PURCHASE	817.64
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Finance Operations

00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	19.74
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00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	43.02
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00945942	ALTURA COMMUNICATION SOLUTIONS	PHONES	246.94
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Non Departmental

00407974	ASSOC OF BAY AREA GOVERNMENTS	MEMBERSHIP DUES	29,300.00
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00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	558.35
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00408122	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	184.73
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00408242	WAGEWORKS	ADMIN FEE	416.00
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00945943	AVENU	SUTA SERVICES	11,129.55
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00946137	ALLIANT INSURANCE SERVICES	EARTHQUAKE INSURANCE PREMIUM	177,779.14
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Public Works Administration

00945956	RAY MORGAN COMPANY	COPIER USAGE	203.86
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Public Works Street Maintenance

00407971	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	590.87
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00408065	URBAN RESTORATION GROUP	GRAFFITI REMOVER	741.04
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00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	38.38
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00408135	BIG B LUMBER	LUMBER	223.69
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00408163	DELTA GRINDING CO INC	EQUIPMENT RENTAL	3,950.00
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00408193	MANERI SIGN COMPANY	STREET SIGNS	571.49
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00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	23.72
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00408223	SHERWIN WILLIAMS CO	PAINT SUPPLIES	53.03
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00408239	VERIZON WIRELESS	DATA USAGE	105.07
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00408243	WATERSAVERS IRRIGATION	SUPPLIES	232.01
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00946138	BIG SKY ENVIRONMENTAL SOLUTIONS	HAZARDOUS WASTE DISPOSAL	700.00
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Public Works-Signal/Street Lights

00407975	AT AND T MCI	PHONES	614.07
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00408042	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	186.63
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00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,492.81
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00408153	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	66,754.70
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00408161	DC ELECTRIC GROUP INC	STREETLIGHT MAINTENANCE	39,028.49
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00408212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,408.68
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Public Works-Facilities Maintenance

00407975	AT AND T MCI	PHONES	78.62
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00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICES	17,721.61
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00407997	CONCORD GLASS INC	GLASS INSTALLATION	1,098.14
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00408036	MUNICIPAL POOLING AUTHORITY	SAFETY TRAINING	660.00
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	18,070.83
00408050	ROBINS LOCK AND KEY	LOCK REPAIR	355.00
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	902.64
00408130	BAY ALARM COMPANY	MONITORING SERVICES	390.00
00408132	BAY CITIES PYROTECTOR	FIRE SPRINKLER TESTING	2,720.00
00408161	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	1,073.54
00408212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	655.82
00408214	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	1,060.00
00408223	SHERWIN WILLIAMS CO	PAINT SUPPLIES	133.06
00408231	STERICYCLE INC	SHREDDING SERVICE	87.72
00408239	VERIZON WIRELESS	DATA USAGE	105.07
00945949	GRAINGER INC	SUPPLIES	3,022.95
Public Works-Parks Maint			
00407966	ALTA FENCE	FENCE REPAIR	1,335.00
00407975	AT AND T MCI	PHONES	133.60
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,065.62
00408112	ALTA FENCE	FENCE REPAIR	1,314.00
00408212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3.78
00408243	WATERSAVERS IRRIGATION	IRRIGATION PARTS	1,209.28
00945949	GRAINGER INC	LOCKS	40.61
Public Works-Median/General Land			
00407975	AT AND T MCI	PHONES	405.75
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	1,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,262.98
00408150	CONCRETE FENCE INSTALLERS INC	MONUMENT INSTALLATION	33,546.66
00408212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3.90
00408235	TERRACARE ASSOCIATES	LANDSCAPING SERVICES	33,509.25
00408243	WATERSAVERS IRRIGATION	IRRIGATION PARTS	3,759.86
00946150	SITEONE LANDSCAPE SUPPLY	IRRIGATION PARTS	1,528.43
PW-Work Alternative-Strt Maint			
00408157	COOK, JEFFREY DON	EXPENSE REIMBURSEMENT	66.70
Police Administration			
00407972	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	7,728.50
00407976	AT AND T MOBILITY	DEPARTMENT CELL PHONES	7,111.43
00407977	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	433.89
00407978	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	11,588.87
00407979	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,971.54
00407987	CALIFORNIA SURVEYING & DRAFTING	OFFICE SUPPLIES	885.55
00407990	CITY OF FAIRFIELD	RANGE FEES	324.00
00407991	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	70.45
00407993	CODE 3 WEAR PUBLIC SAFETY	EMPLOYEE EQUIPMENT	3,106.43
00408006	CRIME SCENE CLEANERS INC	CELL CLEAN UP	108.00
00408025	IBS OF TRI VALLEY	BATTERIES	8.16
00408027	KENDALL, PRICE JULIUS	TRAINING PER DIEM	222.00
00408038	NET TRANSCRIPTS	TRANSCRIPT SERVICE	298.59
00408040	OFFICE DEPOT INC	OFFICE SUPPLIES	619.53
00408058	STARZYK INSTRUCTIONAL SERVICES	TRAINING FEES	2,560.00

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00408067	VERIZON WIRELESS	CELLULAR SERVICE	3,048.40
00408118	ANGELINI TEIXEIRA DS, RICARDO	TRAINING PER DIEM	222.00
00408119	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	205.00
00408121	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,850.75
00408124	BATTLE, AALIYAH MARIANNA	TRAINING PER DIEM	74.00
00408145	COLLAZO, JOSE ANTONIO	TRAINING PER DIEM	74.00
00408146	COLLEY, JAMES M	TRAINING PER DIEM	276.00
00408160	D TAC K9 LLC	K9 BASIC SCHOOL	6,500.00
00408166	DUALHARE INC	WEBSITE & EDITING SERVICES	14,300.00
00408167	DUFF, RYAN JAMES	TRAINING PER DIEM	222.00
00408185	KELLEY, TEKARI TASHAY	TRAINING PER DIEM	74.00
00408196	MARTIN, RICHARD B	TRAINING PER DIEM	276.00
00408201	MILLER MENDEL INC	SOFTWARE IMPLEMENTATION	6,075.00
00408205	NIEVES JR, RUDOLPH	TRAINING PER DIEM	74.00
00408206	NIEVES, DIANE GUADALUPE	TRAINING PER DIEM	148.00
00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	349.62
00408215	PEREGRINE TECHNOLOGIES INC	SOFTWARE SUBSCRIPTION	95,250.00
00408221	SAFESTORE INC	EVIDENCE STORAGE	3,962.60
00408225	SOURCING GROUP, THE	PRINTING/FORMS	390.71
00408238	VANDERPOOL, JASON C	TRAINING PER DIEM	276.00
00408240	VIGIL JR, JOSEPH	TRAINING PER DIEM	370.00
00945945	CANON FINANCIAL SERVICES	COPIER LEASE	214.10
00945955	PITNEY BOWES INC	MAIL POSTAGE METER	300.72
00946139	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
Police Prisoner Custody			
00407979	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	104.69
Police Community Policing			
00408045	POWERDMS INC	SOFTWARE SUBSCRIPTION	6,421.60
00408055	SP PLUS CORPORATION	PARKING SERVICES	21,422.10
00408121	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	675.00
00408175	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	34.99
Police Investigations			
00408000	CONTRA COSTA COUNTY	FORENSICS SERVICES	13,210.50
00408032	MARTIN, RICHARD B	EXPENSE REIMBURSEMENT	72.13
00408061	T MOBILE USA INC	DIGITAL FORENSICS	880.00
00408110	ALHAMBRA	WATER SERVICE	102.92
00408121	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,841.35
00408182	INABNETT, KELLY	EXPENSE REIMBURSEMENT	26.20
00946142	COMPUTERLAND	COMPUTER EQUIPMENT	2,500.23
Police Communications			
00407975	AT AND T MCI	PHONES	1,217.45
00407995	COMCAST	CONNECTION SERVICES	169.00
00407999	CONTRA COSTA COUNTY	ANNUAL SYSTEM SHARED COSTS	21,806.19
00408120	AT AND T	PHONES	59.92
00408147	COMCAST	PD MAIN CIRCUIT	2,715.74
Office Of Emergency Management			
00407975	AT AND T MCI	PHONES	212.17

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Police Community Volunteers

00408007	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,237.09
00408032	MARTIN, RICHARD B	EXPENSE REIMBURSEMENT	40.00

Police Facilities Maintenance

00407975	AT AND T MCI	PHONES	260.20
00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICES	1,868.06
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	35,110.50
00408063	TMC SHOOTING RANGE SPECIALIST INC	RANGE MAINTENANCE/REPAIR	2,100.00
00408130	BAY ALARM COMPANY	MONITORING SERVICES	10,168.75
00408132	BAY CITIES PYROTECTOR	FIRE SPRINKLER TESTING	3,035.00
00408214	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00

Youth Network Services

00407973	ASPIRE YOUTH ENGAGEMENT	CONSULTING SERVICES	3,754.60
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	210.45
00408239	VERIZON WIRELESS	DATA USAGE	52.39

Housing and Homelessness

00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,063.90
00408171	ECONOMY INN	HOMELESS SERVICES	980.00
00408239	VERIZON WIRELESS	DATA USAGE	52.54

PSCR Administration

00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	90.42
00408239	VERIZON WIRELESS	DATA USAGE	52.54
00945946	COMPUTERLAND	COMPUTER EQUIPMENT	2,994.53
00945960	UNLIMITED GRAPHIC & SIGN NETWORK	SIGN INSTALLATION	4,953.04

Community Development Land Planning Services

00408046	RANEY PLANNING & MANAGEMENT INC	CONSULTANT SERVICES	27,052.44
00408232	STEVEN MCMULLEN	REFUND GP MAINT FEE	9.65
00945944	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	247.50

CD Code Enforcement

00408070	WORK WORLD	SAFETY SHOES	500.00
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PW Engineer Land Development

00407975	AT AND T MCI	PHONES	51.90
00408134	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	7,912.55
00408144	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	27,280.00
00408183	INTERWEST CONSULTING GROUP INC	ENGINEERING SERVICES	46,653.75
00408239	VERIZON WIRELESS	DATA USAGE	105.07
00945956	RAY MORGAN COMPANY	COPIER USAGE	356.03

Community Development Building Inspection

00408232	STEVEN MCMULLEN	REFUND ENERGY INSP FEE	208.44
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Capital Imp. Administration

00945944	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	495.00
00945956	RAY MORGAN COMPANY	COPIER USAGE	722.85
00945959	UBEO BUSINESS SERVICES	COPIER USAGE	364.40

206 American Rescue Plan Fund

Non Departmental

00407992	COCINA MEDINA INC	FACADE IMPROVEMENT GRANT	15,000.00
00408026	JOYCE ACUPUNCTURE CLINIC	SMALL BUSINESS GRANTS	5,000.00
00408053	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33

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00408173	FELTON INSTITUTE	CIT SERVICES	72,442.18
209	RMRA Fund		
Streets			
00407985	BKF ENGINEERS INC	PROFESSIONAL SERVICES	12,705.50
212	CDBG Fund		
CDBG			
00407996	COMMUNITY VIOLENCE SOLUTIONS	CDBG SERVICES	2,499.52
00408005	COURT APPT SPECIAL ADVOCATES	CDBG SERVICES	1,428.89
00408035	MONUMENT IMPACT	CDBG SERVICES	3,106.60
00408141	CHOICE IN AGING	CDBG SERVICES	922.68
00408152	CONTRA COSTA CHILD CARE COUNCIL	CDBG SERVICES	132.54
00408170	ECHO HOUSING	CDBG SERVICES	5,816.34
00408191	LIONS CENTER	CDBG SERVICES	2,180.90
00408199	MEALS ON WHEELS	CDBG SERVICES	4,999.29
00408210	OPPORTUNITY JUNCTION	CDBG SERVICES	14,998.56
00408219	RENAISSANCE ENTREPRENEURSHIP	CDBG SERVICES	2,140.28
CDBG-CV			
00408054	SHELTER INC	CDBG SERVICES	29,665.99
213	Gas Tax Fund		
Streets			
00408042	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	210.38
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	49,462.51
00408212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	184.63
214	Animal Services Fund		
Animal Services			
00407994	COGENT SOLUTIONS AND SUPPLIES	OPERATING SUPPLIES	2,049.96
00408010	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,301.08
00408012	ELANCO US INC	VET SUPPLIES	201.81
00408023	HILLS PET NUTRITION	PET FOOD	459.04
00408028	KOEFRAN SERVICES INC	PET CREMATION	723.99
00408037	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,172.51
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	1,847.92
00408111	ALLIANCE DISTRIBUTION HOLDINGS INC	DRYER/WASHER REPAIR	890.94
00408123	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,906.14
00408169	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	463.69
00408180	HILLS PET NUTRITION	PET FOOD	244.44
00408186	KOEFRAN SERVICES INC	PET CREMATION SERVICES	140.00
00408216	PETHUB, INC.	PET TAGS	4,883.88
00408246	ZOETIS LLC	PET VACCINATIONS	663.71
00945950	IDEXX LABORATORIES INC	VET LABS	471.68
00946144	IDEXX LABORATORIES INC	VETERINARY SUPPLIES	203.76
215	Civic Arts Fund		
Civic Arts			
00408018	GROOVE RIDE	SUMMER CONCERT EVENT	2,150.00
216	Park-In-Lieu Fund		
Parks & Open Space			
00408017	GATES AND ASSOCIATES INC	DESIGNING SERVICES	4,401.25

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00408052	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	25,257.77
219	Recreation Fund		
	Non departmental		
00407967	ALTERNATIVE FAMILY SERVICES INC	FACILITY DEPOSIT REFUND	500.00
00408022	HILL PHYSICIANS MEDICAL GROUP	FACILITY DEPOSIT REFUND	1,000.00
00408047	RAYMOND, CAITLIN	DEPOSIT REFUND	500.00
00408059	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	2,438.82
00408109	AHLAYZIA FRAZIER	DEPOSIT REFUND	500.00
00408156	CONTRA COSTA HEALTH SERVICES	SENIOR NUTRITION SERVICES	1,671.00
00408184	JASMINE WATKINS	REFUND DEPOSIT	500.00
00408194	MARTHA VASQUEZ	DEPOSIT REFUND	1,000.00
00408203	MONUMENT IMPACT	REFUND DEPOSIT	500.00
00408209	OLUSEGUN, AJOSE	DEPOSIT REFUND	1,000.00
00408233	SUSAN BATESTING	REFUND DEPOSIT	322.00
00408241	VOLK, VALERIE	DEPOSIT REFUND	500.00
	Nick Rodriguez Community Cent		
00407997	CONCORD GLASS INC	LAMINATED GLASS	640.05
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	5,404.21
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	670.28
00408132	BAY CITIES PYROTECTOR	FIRE SPRINKLER TESTING	535.00
00408195	MARTHA VASQUEZ	ROOM REFUND	115.00
00408214	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	222.00
00945956	RAY MORGAN COMPANY	COPIER USAGE	1,556.91
	Senior Programs		
00407975	AT AND T MCI	PHONES	76.52
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	3,602.81
00408117	AMERICAN STAGE TOURS	SENIOR TRIP	8,912.00
00408132	BAY CITIES PYROTECTOR	FIRE SPRINKLER TESTING	535.00
00408165	DONALD STRAUSHEIM	CUSTOMER REFUND	208.00
00408176	GOLDEN STATE WARRIORS LLC	SENIOR TRIP	4,567.50
00408220	RENEE COTTON	TRIP REFUND	215.00
00408222	SF GIANTS BASEBALL CLUB LLC	SENIOR TRIP	2,913.75
00945942	ALTURA COMMUNICATION SOLUTIONS	PHONE	740.81
	Recreation Sports Programs		
00407975	AT AND T MCI	PHONES	26.72
00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICE	75.00
00407986	BSN SPORTS LLC	SUMMER CAMP & STAFF SHIRTS	3,994.36
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,148.42
00408149	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	1,232.00
00408217	PIONEER MANUFACTURING COMPANY	FIELD PAINT	577.26
	Recreation-Comm Center		
00407975	AT AND T MCI	PHONES	27.76
00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICE	320.00
00408008	DELTA KAYAK ADVENTURES	CONTRACTOR PAYMENT	2,271.50
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	634.88
00408125	BAUTISTA JR, CESAR	MULTICULTURAL EVENT	4,922.09
00408130	BAY ALARM COMPANY	MONITORING SERVICES	2,197.00
00408131	BAY AREA JUMP	EVENT JUMPERS	2,721.87

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00408133	BE EXCEPTIONAL	PROFESSIONAL SERVICES	4,032.00
00408140	CHOFOR, EMERALD M	PROFESSIONAL SERVICES	210.00
00408168	DUGAND, KARINA	PROFESSIONAL SERVICES	120.00
00408197	MAX MARTIAL ARTS LLC	PROFESSIONAL SERVICES	864.00
00408198	MAX MARTIAL ARTS LLC	PROFESSIONAL SERVICES	336.00
00945956	RAY MORGAN COMPANY	COPIER USAGE	1,146.93
Recreation Water Park			
00407975	AT AND T MCI	PHONES	155.68
00408034	MIDPOINT INTERNATIONAL INC.	RECYCLING BIN	2,200.08
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	25,269.12
00408051	ROTO ROOTER	PLUMBING SERVICE	854.00
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	5,627.77
00408115	AMERICAN PLUMBING INC	PLUMBING SERVICE	17,380.00
00408116	AMERICAN RED CROSS	STAFF CERTIFICATIONS	340.00
00408132	BAY CITIES PYROTECTOR	FIRE SPRINKLER TESTING	535.00
00408192	LUMA BUILDERS	CONCRETE REPAIR	21,837.75
00408214	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	543.00
00408241	VOLK, VALERIE	DEPOSIT REFUND	740.00
00945956	RAY MORGAN COMPANY	COPIER USAGE	603.38
221	Asset Forfeiture Fund		
Non departmental			
00407998	CONTRA COSTA COUNTY	ASSET FORFEITURE	222.90
00408016	GARCIA, AMADEO	ASSET FORFEITURE	1,707.00
00408062	TILLER, CHASEN	ASSET FORFEITURE	2,324.00
222	Measure C/J Fund		
Streets			
00408183	INTERWEST CONSULTING GROUP INC	ENGINEERING SERVICES	47,190.00
226	Solid Waste Reduction Fund		
Solid Waste			
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	102.31
00408232	STEVEN MCMULLEN	REFUND WASTE MAN FEE	35.00
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00408001	CCC TAX COLLECTOR	CCC PROPERTY TAX BILL	39.19
00408039	NOMAD ECOLOGY LLC	BIOLOGICAL SURVEYS	1,212.50
00408214	PEPPER INVESTMENTS INC	RODENT CONTROL SERVICES	1,050.00
236	CDBG Revolving Loan Fund		
Non departmental			
CDBG			
00408048	REDGWICK CONSTRUCTION COMPANY	PROGRESS PAYMENT	406,914.90
00946147	KLEINFELDER INC	PROFESSIONAL SERVICES	327.50
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00407975	AT AND T MCI	PHONES	106.88
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	7,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,094.46
00408235	TERRACARE ASSOCIATES	TURF MOWING	367.32

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00407975	AT AND T MCI	PHONES	183.95
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	10,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	986.20

Lonetree Maintenance Zone 3

00407975	AT AND T MCI	PHONES	80.16
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	12,000.00
00408235	TERRACARE ASSOCIATES	MAIN LINE REPAIR	300.00

Lonetree Maintenance Zone 4

00408235	TERRACARE ASSOCIATES	TURF MOWING	587.60
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252 Downtown SLLMD Fund

Downtown Maintenance

00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	426.98
00408235	TERRACARE ASSOCIATES	TURF MOWING	367.32

253 Almondridge SLLMD Fund

Almondridge Maintenance

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK DISKING	4,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	285.94

254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00407975	AT AND T MCI	PHONES	53.44
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	13,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,035.62
00408235	TERRACARE ASSOCIATES	TURF MOWING	955.02

Hillcrest Maintenance Zone 2

00407975	AT AND T MCI	PHONES	187.04
00407984	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	2,658.00
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	17,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,008.14
00408235	TERRACARE ASSOCIATES	TURF MOWING	1,607.66

Hillcrest Maintenance Zone 4

00407975	AT AND T MCI	PHONES	158.78
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	12,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	898.53
00408235	TERRACARE ASSOCIATES	MAIN LINE REPAIR	2,084.64

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICE	115.00
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	1,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	136.97
00408130	BAY ALARM COMPANY	RV INSTALLATION	8,052.11
00408212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	66.79
00408235	TERRACARE ASSOCIATES	TURF MOWING	955.02

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK DISKING	7,500.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	107.22
00408235	TERRACARE ASSOCIATES	TURF MOWING	14.68



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00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	8,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	483.56

Citywide 2A Maintenance Zone 5

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	8,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	539.83

Citywide 2A Maintenance Zone 6

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK DISKING	7,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	316.67
00408235	TERRACARE ASSOCIATES	TURF MOWING	881.56

Citywide 2A Maintenance Zone 8

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	7,000.00
00408235	TERRACARE ASSOCIATES	TURF MOWING	73.46

Citywide 2A Maintenance Zone 9

00407975	AT AND T MCI	PHONES	106.88
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	9,500.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	660.12
00408224	SILVA LANDSCAPE	LANDSCAPING SERVICES	4,968.00
00408235	TERRACARE ASSOCIATES	TURF MOWING	220.38

Citywide 2A Maintenance Zone10

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK MOWING	5,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	162.95

257 SLLMD Administration Fund

SLLMD Administration

00408235	TERRACARE ASSOCIATES	TURF MOWING	881.34
00946150	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION REPAIR	12,071.83

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK DISKING	6,000.00
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311 Capital Improvement Fund

Public Buildings & Facilities

00408183	INTERWEST CONSULTING GROUP INC	ENGINEERING SERVICES	331.25
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376 Lone Diamond Fund

Assessment District

00407989	CENTRAL SELF STORAGE ANTIOCH	STORAGE FEE	448.00
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570 Equipment Maintenance Fund

Non departmental

00408024	HUNT AND SONS INC	FUEL	4,041.17
00408181	HUNT AND SONS INC	FUEL	17,751.92

Equipment Maintenance

00407972	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	586.00
00408015	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	9,957.75
00408029	LES SCHWAB TIRES OF CALIFORNIA	TIRE PARTS	1,647.49
00408030	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	2,024.83
00408041	OREILLY AUTO PARTS	AUTO PARTS	473.37
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	955.52
00408049	REINHOLDT ENGINEERING CONSTR	LABOR	1,605.11
00408064	TRED SHED, THE	TIRES	739.84

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00408068	WALNUT CREEK FORD	AUTO REPAIR PARTS	4,401.90
00408142	CHUCKS BRAKE & WHEEL SERVICE	BRAKE PARTS	415.82
00408190	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	785.86
00408211	OREILLY AUTO PARTS	AUTO PARTS	2,366.66
00408244	WINTER CHEVROLET CO	AUTO PARTS	466.65
00945951	KIMBALL MIDWEST	PARTS	1,090.09
00945956	RAY MORGAN COMPANY	COPIER USAGE	67.95
00946146	KIMBALL MIDWEST	SUPPLIES	1,310.49
00946149	PETERSON TRACTOR CO	AUTO REPAIR PARTS	1,514.14
573	Information Services Fund		
Information Services			
00407975	AT AND T MCI	PHONES	102.23
00408239	VERIZON WIRELESS	DATA USAGE	261.95
Network Support & PCs			
00407968	AMERICAN MESSAGING	PAGER & PAGECOPY SERVICE	70.82
00407969	AMS DOT NET INC	SOFTWARE SUBSCRIPTION	1,346.11
00407975	AT AND T MCI	PHONES	81.05
00408114	AMERICAN MESSAGING	PAGER AND COPY SERVICE	49.90
00408147	COMCAST	CONNECTION SERVICES	2,715.73
00408148	COMCAST	CONNECTION SERVICES	996.80
00945956	RAY MORGAN COMPANY	COPIER USAGE	23.78
Telephone System			
00407975	AT AND T MCI	PHONES	464.64
577	Post Retirement Medical-Police Fund		
Non Departmental			
00408073	RETIREE	MEDICAL AFTER RETIREMENT	1,676.38
00408075	RETIREE	MEDICAL AFTER RETIREMENT	913.74
00408085	RETIREE	MEDICAL AFTER RETIREMENT	1,310.98
00408090	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00408093	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00408095	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00408096	RETIREE	MEDICAL AFTER RETIREMENT	156.11
00408097	RETIREE	MEDICAL AFTER RETIREMENT	1,196.99
00408099	RETIREE	MEDICAL AFTER RETIREMENT	1,585.11
00408100	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00408101	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00408104	RETIREE	MEDICAL AFTER RETIREMENT	49.30
00945961	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945962	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00945966	RETIREE	MEDICAL AFTER RETIREMENT	1,045.99
00945967	RETIREE	MEDICAL AFTER RETIREMENT	351.56
00945969	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945970	RETIREE	MEDICAL AFTER RETIREMENT	1,473.30
00945974	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945976	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945984	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00945989	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00945991	RETIREE	MEDICAL AFTER RETIREMENT	879.00



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00945993	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00945997	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00946009	RETIREE	MEDICAL AFTER RETIREMENT	1,563.12
00946010	RETIREE	MEDICAL AFTER RETIREMENT	1,827.48
00946015	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946016	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00946017	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946030	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946031	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946032	RETIREE	MEDICAL AFTER RETIREMENT	222.52
00946033	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946043	RETIREE	MEDICAL AFTER RETIREMENT	1,128.24
00946044	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00946045	RETIREE	MEDICAL AFTER RETIREMENT	1,644.73
00946046	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946049	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00946060	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00946063	RETIREE	MEDICAL AFTER RETIREMENT	2,077.36
00946067	RETIREE	MEDICAL AFTER RETIREMENT	828.24
00946069	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00946070	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00946078	RETIREE	MEDICAL AFTER RETIREMENT	1,035.91
00946081	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946082	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946084	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946086	RETIREE	MEDICAL AFTER RETIREMENT	1,219.61
00946090	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00946099	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00946101	RETIREE	MEDICAL AFTER RETIREMENT	1,391.42
00946110	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946111	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946113	RETIREE	MEDICAL AFTER RETIREMENT	700.03
00946118	RETIREE	MEDICAL AFTER RETIREMENT	415.50
00946119	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946122	RETIREE	MEDICAL AFTER RETIREMENT	305.87
00946128	RETIREE	MEDICAL AFTER RETIREMENT	607.89
00946132	RETIREE	MEDICAL AFTER RETIREMENT	674.61
00946133	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00946136	RETIREE	MEDICAL AFTER RETIREMENT	762.74
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00408072	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00408076	RETIREE	MEDICAL AFTER RETIREMENT	140.00
00408079	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00408080	RETIREE	MEDICAL AFTER RETIREMENT	453.25
00408081	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00408082	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00408084	RETIREE	MEDICAL AFTER RETIREMENT	85.69



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00408086	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00408088	RETIREE	MEDICAL AFTER RETIREMENT	143.21
00408089	RETIREE	MEDICAL AFTER RETIREMENT	283.25
00408102	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00408103	RETIREE	MEDICAL AFTER RETIREMENT	182.85
00408106	RETIREE	MEDICAL AFTER RETIREMENT	200.00
00945963	RETIREE	MEDICAL AFTER RETIREMENT	890.87
00945965	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945968	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945973	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00945979	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945982	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945983	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945985	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00945986	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945987	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945990	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945995	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00945998	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946002	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946005	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946008	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946012	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946013	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946014	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946021	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00946022	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946023	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946028	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946029	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946037	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946038	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946042	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946048	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946053	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00946054	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946055	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946057	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946058	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946064	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946066	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946072	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00946076	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00946077	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946079	RETIREE	MEDICAL AFTER RETIREMENT	556.00
00946083	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946087	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946089	RETIREE	MEDICAL AFTER RETIREMENT	85.69



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00946093	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946098	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946100	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946105	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946116	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946121	RETIREE	MEDICAL AFTER RETIREMENT	140.36
00946124	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946131	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946134	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946135	RETIREE	MEDICAL AFTER RETIREMENT	558.38

579 Post Retirement Medical-Mgmt Fund

Non Departmental

00408074	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00408077	RETIREE	MEDICAL AFTER RETIREMENT	1,370.61
00408078	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00408083	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00408087	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00408091	RETIREE	MEDICAL AFTER RETIREMENT	278.48
00408092	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00408094	RETIREE	MEDICAL AFTER RETIREMENT	82.77
00408098	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00408105	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00408107	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945964	RETIREE	MEDICAL AFTER RETIREMENT	322.28
00945971	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945972	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945975	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00945977	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00945978	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00945980	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00945981	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00945988	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945992	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00945994	RETIREE	MEDICAL AFTER RETIREMENT	84.00
00945996	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00945999	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946000	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00946001	RETIREE	MEDICAL AFTER RETIREMENT	206.70
00946003	RETIREE	MEDICAL AFTER RETIREMENT	393.75
00946004	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946006	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00946007	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946011	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00946018	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946019	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946020	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946024	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00946025	RETIREE	MEDICAL AFTER RETIREMENT	322.38



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00946026	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946027	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00946034	RETIREE	MEDICAL AFTER RETIREMENT	439.12
00946035	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00946036	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946039	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946040	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00946041	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00946047	RETIREE	MEDICAL AFTER RETIREMENT	862.90
00946050	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946051	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946052	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946056	RETIREE	MEDICAL AFTER RETIREMENT	676.18
00946059	RETIREE	MEDICAL AFTER RETIREMENT	1,500.22
00946061	RETIREE	MEDICAL AFTER RETIREMENT	534.31
00946062	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946065	RETIREE	MEDICAL AFTER RETIREMENT	1,493.73
00946068	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00946071	RETIREE	MEDICAL AFTER RETIREMENT	143.69
00946073	RETIREE	MEDICAL AFTER RETIREMENT	1,676.48
00946074	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946075	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946080	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946085	RETIREE	MEDICAL AFTER RETIREMENT	762.74
00946088	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946091	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946092	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946094	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946095	RETIREE	MEDICAL AFTER RETIREMENT	132.25
00946096	RETIREE	MEDICAL AFTER RETIREMENT	682.90
00946097	RETIREE	MEDICAL AFTER RETIREMENT	203.69
00946102	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946103	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946104	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946106	RETIREE	MEDICAL AFTER RETIREMENT	269.02
00946107	RETIREE	MEDICAL AFTER RETIREMENT	689.04
00946108	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946109	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946112	RETIREE	MEDICAL AFTER RETIREMENT	438.38
00946114	RETIREE	MEDICAL AFTER RETIREMENT	13.22
00946115	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946117	RETIREE	MEDICAL AFTER RETIREMENT	558.38
00946120	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00946123	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946125	RETIREE	MEDICAL AFTER RETIREMENT	85.69
00946126	RETIREE	MEDICAL AFTER RETIREMENT	322.38
00946127	RETIREE	MEDICAL AFTER RETIREMENT	2,224.72
00946129	RETIREE	MEDICAL AFTER RETIREMENT	85.69



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00946130	RETIREE	MEDICAL AFTER RETIREMENT	1,748.00
611	Water Fund		
Non departmental			
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	220.43
00408136	BISHOP CO	TOOLS	578.46
00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	1,185.04
00945949	GRAINGER INC	SUPPLIES	1,209.36
00946143	GRAINGER INC	SAFETY SUPPLIES	348.94
Water Supervision			
00408164	DIAB, MARWA	CHECK REPLACEMENT	89.61
00408236	THEA SMITH	CHECK REPLACEMENT	123.83
00408239	VERIZON WIRELESS	DATA USAGE	395.33
00408245	YANG, BEILEI	CHECK REPLACEMENT	46.47
Water Production			
00407975	AT AND T MCI	PHONES	818.99
00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICE	40.00
00408014	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	179.24
00408020	HACH CO	LAB SUPPLY	127.98
00408033	MCCAULEY AGRICULTURAL & PEST	FIREBREAK DISKING	12,000.00
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	378,473.34
00408066	US BANK	COPIER	415.03
00408069	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	3,993.84
00408130	BAY ALARM COMPANY	MONITORING SERVICES	6,908.08
00408143	CITY OF BRENTWOOD	GROUNDWATER SERVICES	713.79
00408174	FINBERG FENCING INC	FENCE REPAIR	750.00
00408202	MISCO	PARTS	4,540.27
00408239	VERIZON WIRELESS	DATA USAGE	290.56
00945948	EUROFINS EATON ANALYTICAL INC	TESTING	2,625.00
00945950	IDEXX LABORATORIES INC	LAB SUPPLY	43.13
Water Distribution			
00407970	ANTIOCH ACE HARDWARE	PARTS	6.20
00407975	AT AND T MCI	PHONES	26.72
00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICE	105.00
00408013	FASTENAL CO	INDUSTRIAL SUPPLIES	2,336.65
00408030	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	20.82
00408040	OFFICE DEPOT INC	OFFICE SUPPLIES	7.68
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	583.63
00408130	BAY ALARM COMPANY	MONITORING SERVICES	540.00
00408172	FASTENAL CO	INDUSTRIAL SUPPLIES	326.14
00408190	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	39.47
00408207	CA OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT MEDICAL	489.00
00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	5.92
00408239	VERIZON WIRELESS	DATA USAGE	5,951.99
00945956	RAY MORGAN COMPANY	COPIER USAGE	248.24
00946143	GRAINGER INC	SUPPLIES	111.01
00946145	INFOSEND INC	PRINT AND MAIL SERVICES	8,591.77
Public Buildings & Facilities			
00407988	CDM SMITH INC	PROFESSIONAL SERVICES	247,710.79

CITY OF
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CLAIMS BY FUND REPORT
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00408021	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	9,120.00
00408071	WR FORDE ASSOCIATES INC	PROGRESS PAYMENT	870,870.00
00408151	CONSTRUCTION TESTING SERVICES	PROFESSIONAL SERVICES	15,800.40
00408159	CSI METRICS LLC	PROFESSIONAL SERVICES	10,856.54
00408162	DELTA DIABLO	PROFESSIONAL SERVICES	72,550.10
00408179	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	11,590.00
00945952	KLEINFELDER INC	PROFESSIONAL SERVICES	5,907.95
00945957	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT	2,950,453.89
00946140	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	258,884.39
621	Sewer Fund		
	<i>Swr-Wastewater Administration</i>		
00407975	AT AND T MCI	PHONES	54.48
00408009	DKF SOLUTIONS GROUP LLC	TRAINING FEES	2,000.00
00408030	LIM AUTOMOTIVE SUPPLY INC	AUTOMOTIVE REPAIR PARTS	689.02
00408036	MUNICIPAL POOLING AUTHORITY	SAFETY TRAINING	605.00
00408040	OFFICE DEPOT INC	OFFICE SUPPLIES	36.19
00408043	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	971.81
00408113	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	336.03
00408132	BAY CITIES PYROTECTOR	FIRE SPRINKLER TESTING	535.00
00408136	BISHOP CO	MATERIALS	139.47
00408137	BLALOCK, DIETRICH JAMES	TRAINING PER DIEM	345.00
00408139	BURRIS, RYAN M J	TRAINING PER DIEM	345.00
00408157	COOK, JEFFREY DON	TRAINING REIMBURSEMENT	2,677.45
00408158	COOK, JEFFREY DON	TRAINING PER DIEM	345.00
00408187	LEWIS IV, JASON F	PER DIEM	207.00
00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	48.48
00408218	RAMOS JR, GONZALO	PER DIEM	207.00
00408239	VERIZON WIRELESS	DATA USAGE	5,706.94
00945945	CANON FINANCIAL SERVICES	COPIER LEASE	74.14
00945949	GRAINGER INC	EQUIPMENT	506.63
00945954	OWEN EQUIPMENT SALES	EQUIPMENT REPAIR & PARTS	913.89
00945956	RAY MORGAN COMPANY	COPIER USAGE	208.48
00946143	GRAINGER INC	SUPPLIES	192.42
00946145	INFOSEND INC	PRINT AND MAIL SERVICES	8,591.78
631	Marina Fund		
	<i>Non departmental</i>		
00408059	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	783.37
00408060	STATE BOARD OF EQUALIZATION	SALES TAX REMIT	1,165.00
	<i>Marina Administration</i>		
00407982	BAY ALARM COMPANY	ALARM MONITORING SERVICES	175.00
00408004	COUNTY LOCK	CITY LOCKSMITH SERVICES	918.23
00408040	OFFICE DEPOT INC	OFFICE SUPPLIES	231.00
00408043	PACIFIC GAS AND ELECTRIC CO	GAS	5,573.26
00408135	BIG B LUMBER	LUMBER	241.82
00408208	OFFICE DEPOT INC	OFFICE SUPPLIES	37.30
00408214	PEPPER INVESTMENTS INC	PEST CONTROL SERVICES	125.00
00945956	RAY MORGAN COMPANY	COPIER USAGE	47.34



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227 **Housing Fund**
Housing

00407983	BAY AREA LEGAL AID	CDBG SERVICES	4,657.73
00408002	CONTRA COSTA HEALTH SERVICES	CDBG SERVICES	14,587.56
00408019	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	37,436.59
00408031	LOAVES AND FISHES OF CONTRA COSTA	CDBG SERVICES	2,080.66
00408056	STAND FOR FAMILIES FREE OF VIOLENCE	CDBG SERVICES	5,546.47
00408155	CONTRA COSTA CRISIS CENTER	CDBG SERVICES	2,500.12
00408170	ECHO HOUSING	CDBG SERVICES	14,200.97
00408177	HABITAT FOR HUMANITY EAST BAY	CDBG SERVICES	49,412.57



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: REJECTION OF CLAIM: HALL & LOADS, INC.

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Hall & Loads, Inc.

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

ATTACHMENTS

None.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Charmine Solla, Consulting Traffic Engineer

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

SUBJECT: Second Reading: Ordinance Amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code and Changing the Prima Facie Speed Limit on Various Roadways; PW 282-3A

RECOMMENDED ACTION

It is recommended that the City Council adopt an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones" in order to change the prima facie speed limit on certain streets.

FISCAL IMPACT

Minor costs will be incurred associated with removing and replacing existing speed limit signs because of this item. It is anticipated that this recommendation will have no impact to the General Fund.

DISCUSSION

Background

In 2022, Interwest Consulting Group conducted and prepared the updated Engineering and Traffic Survey (E&TS) Report, dated April 14, 2022. The report presents the results of the survey and includes a summary of collected radar speed surveys, daily traffic counts, traffic collisions, and recommended speed limits for half of the 68 identified street segments on arterial and collector roadways.

On January 1, 2022, changes to the way that speed limits can be established went into effect following the passage of California Assembly Bill 43 (AB 43). The most significant changes include:

- Allows for prevailing speed to be rounded down to five mph increment when it would otherwise be mathematically rounded up and then adjusted down by additional five mph when justified.

- Directs Caltrans to establish allowed criteria for reducing the speed limit by five mph as described above based on collision history or a high concentration of bike and pedestrian traffic (effective June 30, 2024).
- Allows the City to, by ordinance, retain the existing or previous speed limit if no additional lanes have been added to the road since the speed limit was established; allowing the City to keep the existing speed limit even if the new Engineering and Traffic Surveys for speed limits show an increase.

Analysis

The proposed ordinance (Attachment A) and its corresponding certified E&TS summaries (Attachment C) includes 34 segments for which the results support maintaining the existing posted speed limit and recommendations to decrease the speed limit postings for two segments. It is noted that 32 segments and recommendations to decrease the speed limit posting for two segments. It is noted that 32 segments would have been recommended for an increase to the posted speed limit, had staff not utilized the provisions contained within the recently enacted AB 43 legislation, which allows these to remain unchanged since no lanes have been added on these segments, and if City Council adopts an ordinance as such.

Four (4) of the 34 segments being certified through this ordinance are re-certifications of segments that were recommended for increases last year. These four (4) segments are East 18th Street, Cavallo Road, James Donlon Boulevard, and Lone Tree Way. It is also recommended to decrease the speed limit for two (2) segments - Laurel Road and Wild Horse Road – per California standards established by the 85th percentile speed.

Alternatives

The City Council could direct staff to modify the proposed recommended speed limit postings. This alternative is not recommended because speed limit postings not supported by appropriate traffic survey data or engineering staff or otherwise supported by AB 43 would preclude Public Safety Officers from using speed detection technology as an enforcement tool.

No.	Street	Limits		Posted Speed (mph)	85th %ile (mph)	Recommended Speed (mph)
1	W 4th St	Auto Center Dr	L St	35	43	35
2	W 9th St	O St	G St	25	34	25
3	W 9th St	G St	A St	25	33	25
4	W 10th St	L St	A St	25	35	25
5	E 18th St	A St	Cavallo Rd	30	42	30
6	E 18th St	Cavallo Rd	Hillcrest Ave	35	45	35
7	A Street	E St	10th St	25	36	25
8	A Street	10th St	18th St	30	39	30
9	A Street	18th St	SR-4	30	38	30
10	Auto Center Dr	10th St	SPRR	35	43	35
11	Cavallo Rd	E Tregallas Rd	18th St	25	37	25
12	Contra Loma Blvd	SR-4	Longview Rd	35	46	35
13	Contra Loma Blvd	Longview Dr	James Donlon	35	46	35
14	Delta Fair Blvd	Belle Dr	Kendree St	30	41	30
15	Fitzuren Rd	G St	Contra Loma Blvd	30	41	30
16	G Street	2nd St	W Tregallas Rd	25	33	25
17	G Street	Putnam St	James Donlon	25	33	25
18	Gentrytown Dr	Buchanan Rd	Putnam St	25	37	25
19	Gentrytown Dr	Putnam St	James Donlon	25	36	25
20	James Donlon Blvd	Somersville Rd	Contra Loma Blvd	40	52	40
21	L St	2nd St	10th St	30	38	30
22	L St	10th St	18th St	35	43	35
23	L St	18th St	SR-4	35	43	35

24	Laurel Rd	Hillcrest Ave	East City Limits	45	51	40
25	Lone Tree Way	Putnam St	James Donlon Blvd	35	45	35
26	Minaker Dr - 13th St - Hillcrest Ave	Wilbur Ave	18th St	25	34	25
27	Putnam St	Gentrytown Dr	Contra Loma Blvd	25	38	25
28	Putnam St	Contra Loma Blvd	Lone Tree Way	25	33	25
29	E Tregallas Rd	Lone Tree Wy	Garrow Dr	30	41	30
30	E Tregallas Rd	Garrow Dr	Hillcrest Ave	35	44	35
31	W Tregallas Rd	G St	Lone Tree Way	25	37	25
32	Viera Ave	Wilbur Ave	18th St	25	40	25
33	Wilbur Ave	A St	Cavallo Rd	40	49	40
34	Wild Horse Rd	Hillcrest Ave	East Terminus	45	47	40

CONCLUSION

Defensible speed zone surveys supported by the courts are required for continued radar enforcement of the posted speed limit and the issuance of citations. Therefore, staff recommends that the City Council introduce an Ordinance amending Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code "Special Speed Zones".

ATTACHMENTS

- A: Proposed Ordinance
- B: Redline/Strikeout of Municipal Code Section 4-5, Article 15
- C: Certified Engineering and Traffic Survey Summaries

ATTACHMENT "A"

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTIONS 4-5.1501 OF THE ANTIOCH MUNICIPAL CODE
IN ORDER TO CHANGE THE PRIMA FACIE SPEED LIMIT ON
VARIOUS STREETS**

WHEREAS, Engineering and Traffic Surveys are required by the State of California to establish speed limits on arterial and collector streets within a municipality as shown on the Functional Classification Maps of the Federal Highway Administration and to enforce those limits using radar or other speed measuring devices;

WHEREAS, municipalities within the State of California are required to set the speed limits on local streets as shown on the Functional Classification Maps of the Federal Highway Administration;

WHEREAS, Engineering and Traffic Surveys are not required on local streets to establish speed limits, but speed limits must conform to the California Vehicle Code;

WHEREAS, the City Council may, in accordance with California State Assembly 43, retain the previous speed limit if no additional lanes have been added to the road since the speed limit was established, which allows the City to keep the existing speed limit even if the new Engineering and Traffic Survey shows an increase in the permissible speed;

WHEREAS, staff recommends revisions to the speed limit on various arterial and collector roadways;

WHEREAS, the City of Antioch is required to memorialize changes to speed limits by ordinance per the California Vehicle Code (CVC 22357); and

WHEREAS, Antioch Municipal Code Sections 4-5.1501.5 and 4-5.1501.6, which set speed limits on various streets, will be affected by the proposed ordinance revisions.

THE CITY COUNCIL DOES ORDAIN AS FOLLOWS:

SECTION 1. Article 15 of Chapter 5 of Title 4 of the Antioch Municipal Code is hereby amended in its entirety to read as follows:

"§ 4-5.1501 SPEED LIMITS ESTABLISHED.

The City Council, on the basis of engineering and traffic investigations and surveys, has determined that the speeds permitted by state laws, as applicable to certain City streets, are different than those necessary for safe operation thereon under the conditions found to exist on such streets. It is hereby declared that the prima facie speed limit shall be as set forth in this article on those

streets, or parts of streets, within the City when signs giving notice thereof have been erected upon such streets.

§ 4-5.1501.1 FIFTEEN MILES PER HOUR.

The speed limit shall be 15 miles per hour on the following streets or parts of streets:

- (A) Parker Lane;
- (B) Noia Avenue;
- (C) Wisner Drive; and
- (D) Roelling Lane from Wisner Drive to Noia Avenue.

§ 4-5.1501.2 TWENTY MILES PER HOUR.

The speed limit shall be 20 miles per hour on the following streets or parts of streets: (None).

§ 4-5.1501.3 TWENTY-FIVE MILES PER HOUR.

The speed limit shall be 25 miles per hour on the following streets or parts of streets: All City streets except those designated otherwise in this article.

§ 4-5.1501.4 THIRTY MILES PER HOUR.

The speed limit shall be 30 miles per hour on the following streets or parts of streets:

- (A) A Street from Wilbur Avenue to State Route 4;
- (B) East Tregallas Road from Lone Tree Way to Garrow Drive;
- (C) East 18th Street from A Street to Cavallo Road;
- (D) Delta Fair Boulevard from Belle Drive to Buchanan Road;
- (E) Sycamore Drive from the east boundary of Somersville Road to the west boundary of L Street;
- (F) Willow Avenue from East Eighteenth Street to the north boundary of Oakley Road;
- (G) Oakley Road from the west boundary of Willow Avenue to the east boundary of Viera Avenue;
- (H) Viera Avenue from East 18th Street to its southerly terminus;
- (I) Buchanan Road from Somersville Road to Contra Loma Boulevard;
- (J) San Jose Drive from Delta Fair Boulevard to Buchanan Road;
- (K) Somersville Road from State Route 4 to Buchanan Road;
- (L) Country Hills Drive from Lone Tree Way to Deer Valley Way;
- (M) Country Hills Drive from Hillcrest Avenue to Laurel Road
- (N) Mokelumne Drive from Lone Tree Way to Prewett Ranch Road;
- (O) Wildflower Drive from Hillcrest Avenue to Deer Valley Road;
- (P) Mt. Hamilton Drive from Golf Course Road to Dallas Ranch Road;
- (Q) Sand Creek Road north of Lone Tree Way;
- (R) Vista Grande Drive;
- (S) Wilson Street;
- (T) Auto Center Drive from West Fourth Street to State Route 4; and
- (U) Canada Valley Road.

§ 4-5.1501.5 THIRTY-FIVE MILES PER HOUR.

The speed limit shall be 35 miles per hour on the following streets or parts of streets:

- (A) Lone Tree Way from State Route 4 to James Donlon Boulevard;
- (B) Cavallo Road from Wilbur Avenue to 18th Street;
- (C) East Tregallas Road from Garrow Drive to Hillcrest Avenue;
- (D) Sunset Drive from Cavallo Road to Hillcrest Avenue;
- (E) East 18th Street from Cavallo Road to Hillcrest Avenue;
- (F) Hillcrest Avenue from East 18th Street to East Tregallas Road;
- (G) West Tenth Street from Somersville Road to L Street;
- (H) L Street from West Tenth Street to the Freeway;
- (I) Contra Loma Boulevard from Buchanan Road to James Donlon Boulevard;
- (J) Buchanan Road from Somersville Road to Delta Fair Boulevard;
- (K) Delta Fair Boulevard from the west City limits to Belle Drive;
- (L) Somersville Road from north City limits to south City limits;
- (M) Davison Drive from Lone Tree Way to Hillcrest Avenue;
- (N) Verne Roberts Circle;
- (O) Golf Course Road;
- (P) Prewett Ranch Road from Dallas Ranch Road to Deer Valley Road;
- (Q) Frederickson Lane;
- (R) W. 4th Street from Somersville Road to L Street; and
- (S) Larkspur Drive from Hillcrest Avenue to Bluebell Circle.

§ 4-5.1501.6 FORTY MILES PER HOUR.

The speed limit shall be 40 miles per hour on the following streets or parts of streets:

- (A) Wilbur Avenue from A Street to 1600 feet east of Minaker Drive;
- (B) Lone Tree Way from Putnam Street to James Donlon Boulevard;
- (C) James Donlon Boulevard from Somersville Road to Lone Tree Way;
- (D) Hillcrest Avenue from E. 18th Street to Lone Tree Way;
- (E) Laurel Road; and
- (F) Wild Horse Road.

§ 4-5.1501.7 FORTY-FIVE MILES PER HOUR.

The speed limit shall be 45 miles per hour on the following streets or parts of streets:

- (A) Dallas Ranch Road;
- (B) East 18th Street from Hillcrest Avenue to the east City limits;
- (C) Buchanan Road from the west City limits to Somersville Road;
- (D) Oakley Road from Willow Avenue to the east City limits;
- (E) Lone Tree Way from James Donlon Boulevard to the east City limits;
- (F) Deer Valley Road;

- (G) Somersville Road south of Buchanan Road;
- (H) Wilbur Avenue from 1600 feet east of Minaker to the easterly City limits;
- (I) Heidorn Ranch Road; and
- (J) Sand Creek Road.

§ 4-5.1501.8 FIFTY MILES PER HOUR.

The speed limit shall be 50 miles per hour on the following streets or parts of streets: West Tenth Street from the west City limits to Somersville Road.

§ 4-5.1501.9 FIFTY-FIVE MILES PER HOUR.

The speed limit shall be 55 miles per hour on the following streets or parts of streets: (None).

§ 4-5.1502 SIGNS ERECTED TO DESIGNATE SPEED LIMITS.

The City Traffic Engineer is directed to have signs erected upon the streets at appropriate **locations** giving notice of the limits established by § 4-5.1501 of this article.

§ 4-5.1503 REGULATION OF SPEED BY TRAFFIC SIGNALS.

The City Traffic Engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from speeds otherwise applicable within the district or intersections and shall erect appropriate signs giving notice thereof."

SECTION 2. CEQA.

This Ordinance is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guideline section 15061(b)(3) because it can be seen with certainty that there is no possibility that it may have a significant effect on the environment, subject to a statutory exemption contained in CEQA Guidelines section 15369(b), or subject to a categorical exemption contained in CEQA Guidelines sections 15301, 15302, 15303, 15304, 15307, 15308, and 15309.

SECTION 3. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be as required in the California Government Code in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

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 22nd day of August 2023 and passed and adopted at a regular meeting thereof, held on the 22nd day of August 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

LAMAR A. THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

PROPOSED MUNICIPAL CODE "RED-LINE/STRIKE-OUT"

"§ 4-5.1501 SPEED LIMITS ESTABLISHED.

The City Council, on the basis of engineering and traffic investigations and surveys, has determined that the speeds permitted by state laws, as applicable to certain City streets, are different than those necessary for safe operation thereon under the conditions found to exist on such streets. It is hereby declared that the prima facie speed limit shall be as set forth in this article on those streets, or parts of streets, within the City when signs giving notice thereof have been erected upon such streets.

§ 4-5.1501.1 FIFTEEN MILES PER HOUR.

The speed limit shall be 15 miles per hour on the following streets or parts of streets:

- (A) Parker Lane;
- (B) Noia Avenue;
- (C) Wisner Drive; and
- (D) Roelling Lane from Wisner Drive to Noia Avenue.

§ 4-5.1501.2 TWENTY MILES PER HOUR.

The speed limit shall be 20 miles per hour on the following streets or parts of streets: (None).

§ 4-5.1501.3 TWENTY-FIVE MILES PER HOUR.

The speed limit shall be 25 miles per hour on the following streets or parts of streets: All City streets except those designated otherwise in this article.

§ 4-5.1501.4 THIRTY MILES PER HOUR.

The speed limit shall be 30 miles per hour on the following streets or parts of streets:

- (A) A Street from Wilbur Avenue to State Route 4;
- ~~(B)~~ East Tregallas Road from Lone Tree Way to Garrow Drive;
- ~~(B)~~~~(C)~~ East 18th Street from A Street to Cavallo Road;
- ~~(C)~~~~(D)~~ Delta Fair Boulevard from Belle Drive to Buchanan Road;
- ~~(D)~~~~(E)~~ Sycamore Drive from the east boundary of Somersville Road to the west boundary of L Street;
- ~~(E)~~~~(F)~~ Willow Avenue from East Eighteenth Street to the north boundary of Oakley Road;
- ~~(F)~~~~(G)~~ Oakley Road from the west boundary of Willow Avenue to the east boundary of Viera Avenue;
- ~~(G)~~~~(H)~~ Viera Avenue from East 18th Street to its southerly terminus;
- ~~(H)~~~~(I)~~ Buchanan Road from Somersville Road to Contra Loma Boulevard;
- ~~(I)~~~~(J)~~ San Jose Drive from Delta Fair Boulevard to Buchanan Road;
- ~~(J)~~~~(K)~~ Somersville Road from State Route 4 to Buchanan Road;
- ~~(K)~~~~(L)~~ Country Hills Drive from Lone Tree Way to Deer Valley Way;
- ~~(L)~~~~(M)~~ Country Hills Drive from Hillcrest Avenue to Laurel Road

~~(M)(N)~~ Mokelumne Drive from Lone Tree Way to Prewett Ranch Road;
~~(N)(O)~~ Wildflower Drive from Hillcrest Avenue to Deer Valley Road;
~~(O)(P)~~ Mt. Hamilton Drive from Golf Course Road to Dallas Ranch Road;
~~(P)(Q)~~ Sand Creek Road north of Lone Tree Way;
~~(Q)(R)~~ Vista Grande Drive;
~~(R)(S)~~ Wilson Street;
~~(S)(T)~~ Auto Center Drive from West Fourth Street to State Route 4; and
~~(T)(U)~~ Canada Valley Road; and
~~Cavallo Road from East Tregallas Road to East 18th Street;~~

§ 4-5.1501.5 THIRTY-FIVE MILES PER HOUR.

The speed limit shall be 35 miles per hour on the following streets or parts of streets:

- (A) Lone Tree Way from State Route 4 to ~~Putnam Street~~ James Donlon Boulevard;
- (B) Cavallo Road from Wilbur Avenue to 18th Street;
- (C) East Tregallas Road from Garrow Drive to Hillcrest Avenue;
- (D) Sunset Drive from Cavallo Road to Hillcrest Avenue;
- (E) East 18th Street from ~~A Street~~ Cavallo Road to Hillcrest Avenue;
- (F) Hillcrest Avenue from East 18th Street to East Tregallas Road;
- (G) West Tenth Street from Somersville Road to L Street;
- (H) L Street from West Tenth Street to the Freeway;
- (I) Contra Loma Boulevard from Buchanan Road to James Donlon Boulevard;
- (J) Buchanan Road from Somersville Road to Delta Fair Boulevard;
- (K) Delta Fair Boulevard from the west City limits to Belle Drive;
- (L) Somersville Road from north City limits to south City limits;
- (M) Davison Drive from Lone Tree Way to Hillcrest Avenue;
- (N) Verne Roberts Circle;
- (O) Golf Course Road;
- (P) Prewett Ranch Road from Dallas Ranch Road to Deer Valley Road;
- (Q) Frederickson Lane;
- (R) W. 4th Street from Somersville Road to L Street; and
- (S) Larkspur Drive from Hillcrest Avenue to Bluebell Circle.

§ 4-5.1501.6 FORTY MILES PER HOUR.

The speed limit shall be 40 miles per hour on the following streets or parts of streets:

- (A) Wilbur Avenue from A Street to 1600 feet east of Minaker Drive;
- (B) Lone Tree Way from Putnam Street to James Donlon Boulevard;
- (C) James Donlon Boulevard ~~between Contra Loma Blvd & from~~ Somersville Road to Lone Tree Way; and
- (D) Hillcrest Avenue from E. 18th Street to Lone Tree Way;

~~(E)~~ Laurel Road; and
~~(D)(F)~~ Wild Horse Road.

§ 4-5.1501.7 FORTY-FIVE MILES PER HOUR.

The speed limit shall be 45 miles per hour on the following streets or parts of streets:

- (A) Dallas Ranch Road;
- (B) East 18th Street from Hillcrest Avenue to the east City limits;
- (C) Buchanan Road from the west City limits to Somersville Road;
- (D) Oakley Road from Willow Avenue to the east City limits;
- (E) Lone Tree Way from James Donlon Boulevard to the east City limits;
- (F) Deer Valley Road;
- ~~(G)~~ Laurel Road;
- ~~(H)~~ Wild Horse Road;
- ~~(I)(G)~~ Somersville Road south of Buchanan Road;
- ~~(J)(H)~~ Wilbur Avenue from 1600 feet east of Minaker to the easterly City limits;
- ~~(K)(I)~~ Heidorn Ranch Road; and
- ~~(L)~~ Sand Creek Road; and
- ~~(M)~~ James Donlon Boulevard between Somersville Road and Contra
- ~~(N)(J)~~ Loma Boulevard.

§ 4-5.1501.8 FIFTY MILES PER HOUR.

The speed limit shall be 50 miles per hour on the following streets or parts of streets: West Tenth Street from the west City limits to Somersville Road.

§ 4-5.1501.9 FIFTY-FIVE MILES PER HOUR.

The speed limit shall be 55 miles per hour on the following streets or parts of streets: (None).

§ 4-5.1502 SIGNS ERECTED TO DESIGNATE SPEED LIMITS.

The City Traffic Engineer is directed to have signs erected upon the streets at appropriate **locations** giving notice of the limits established by § 4-5.1501 of this article.

§ 4-5.1503 REGULATION OF SPEED BY TRAFFIC SIGNALS.

The City Traffic Engineer is authorized to regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner at speeds slightly at variance from speeds otherwise applicable within the district or intersections and shall erect appropriate signs giving notice thereof."

ATTACHMENT "C"



City of Antioch Engineering & Traffic Survey Summary

Location:	W. 4th Street	Survey Date:	April 6, 2021
Between:	Auto Center Road & L Street	Segment No:	2
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	3,265
Length of Segment (feet):	2,430
Length of Segment (miles):	0.46
Lane Configuration:	Two Lane Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	43 mph
10 mph Pace:	32-41 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.0, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
<p>Conditions:</p> <p>No bike lanes, sidewalk on both sides of the road.</p>	
<p>Roadway Geometries:</p> <p>Four-lane divided (raised median)</p>	
<p>Comments:</p> <p>On-street parking, high driveway density, trucks present, residential density, and ped/bike safety</p>	
Adjacent Land Use:	Downtown Specific Plan
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p><i>Charmine Solla</i></p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</p> </div> <div style="width: 45%; text-align: right;"> <p>July 12, 2023</p> <p>_____</p> <p>Date</p> </div> </div>	



* Contract services provided by Interwest Consulting Group



City of Antioch

Engineering & Traffic Survey Summary

Location:	W. 9th Street	Survey Date:	April 8, 2021
Between:	O Street & G Street	Segment No:	5
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	885
Length of Segment (feet):	2,800
Length of Segment (miles):	0.53
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	34 mph
10 mph Pace:	23-32 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, residential density, and ped/bike safety
Adjacent Land Use:	Downtown Specific Plan
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6

CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:

Charmine Solla

Charmine Solla, PE, TE, PTOE PE 83267, TE 2773

July 12, 2023

Date




* Contract services provided by Interwest Consulting Group



City of Antioch

Engineering & Traffic Survey Summary

Location:	W. 9th Street	Survey Date:	April 7, 2021
Between:	G Street & A Street	Segment No:	6
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	630
Length of Segment (feet):	2,220
Length of Segment (miles):	0.42
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	33 mph
10 mph Pace:	23-32 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, not obvious uneven pavement at intersections, residential density, and ped/bike safety
Adjacent Land Use:	Downtown Specific Plan
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	





City of Antioch

Engineering & Traffic Survey Summary

Location:	W. 10th Street	Survey Date:	April 8, 2021
Between:	L Street & A Street	Segment No:	8
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	8,518
Length of Segment (feet):	3,910
Length of Segment (miles):	0.74
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	35 mph
10 mph Pace:	26-35 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. Near Antioch City Park.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, trucks present, residential density, and ped/bike safety
Adjacent Land Use:	Downtown Specific Plan
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><u>Charmine Solla</u> <u>July 12, 2023</u></p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773 Date</p> <p>* Contract services provided by Interwest Consulting Group</p>	





City of Antioch

Engineering & Traffic Survey Summary

Location:	E. 18th Street	Survey Date:	April 7, 2021
Between:	A Street & Cavallo Road	Segment No:	9
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	12,539
Length of Segment (feet):	2,640
Length of Segment (miles):	0.50
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	42 mph
10 mph Pace:	33-42 mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.93
Conditions Not Readily Apparent	
Conditions: No bike lanes, sidewalk on both sides of the road. Near Rocketship Delta Prep Elementary School at Cavallo Road.	
Roadway Geometrics: Four-lane undivided	
Comments: High driveway density and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><i>Charmine Solla</i> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</p> <p>July 12, 2023 Date</p>	





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City of Antioch

Engineering & Traffic Survey Summary

Location:	E. 18th Street	Survey Date:	April 7, 2021
Between:	Cavallo Road & Hillcrest Avenue	Segment No:	10
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	10,148
Length of Segment (feet):	2,695
Length of Segment (miles):	0.51
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	45 mph
10 mph Pace:	34-43 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.09, less than statewide collision rate
Statewide Collision Rate:	0.93
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of the road. Near Rocketship Delta Prep Elementary School at Cavallo Road.
Roadway Geometrics:	Four-lane undivided
Comments:	High driveway density, trucks present, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div>July 12, 2023 Date</div></div> <div></div>	



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City of Antioch

Engineering & Traffic Survey Summary

Location:	A Street	Survey Date:	April 7, 2021
Between:	E Street & 10th Street	Segment No:	12
Direction of Travel:	North/South		


Traffic Data	
Average Daily Traffic:	3,995
Length of Segment (feet):	3,010
Length of Segment (miles):	0.57
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	36 mph
10 mph Pace:	18-44 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions: portions with single lane each way with median between 3rd Street and 6th Street. No bike lanes, sidewalk on both sides of the road.	
Roadway Geometrics: Two lane undivided Two lane (divided with median) north of E 6th Street	
Comments: on-street parking, high driveway density, trucks present, residential density, and ped/bike safety	
Adjacent Land Use:	Downtown Specific Plan
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div> <div></div>	
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City of Antioch

Engineering & Traffic Survey Summary

Location:	A Street	Survey Date:	April 9, 2021
Between:	10th Street & 18th Street	Segment No:	13
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	12,392
Length of Segment (feet):	2,270
Length of Segment (miles):	0.43
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	39 mph
10 mph Pace:	30-39 mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.93
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of the road. Near Antioch City Park and Antioch Middle School.
Roadway Geometrics:	Four-lane undivided
Comments:	on-street parking, high driveway density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	
<p>* Contract services provided by Interwest Consulting Group</p>	







City of Antioch

Engineering & Traffic Survey Summary

Location:	A Street	Survey Date:	April 9, 2021
Between:	18th Street & SR-4	Segment No:	14
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	19,111
Length of Segment (feet):	2,480
Length of Segment (miles):	0.47
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	38 mph
10 mph Pace:	25-45 mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.10, less than statewide collision rate
Statewide Collision Rate:	0.93
Conditions Not Readily Apparent	
Conditions: Only bike lanes at intersection near SR-4, sidewalk on both sides of the road.	
Roadway Geometrics: Four lane undivided from 18th Street to Belshaw St Four-lane divided (median) from Belshaw St to SR-4	
Comments: On-street parking, high driveway density, and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	Auto Center Drive	Survey Date:	April 6, 2021
Between:	10th Street and SPRR	Segment No:	16
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	9,316
Length of Segment (feet):	2,220
Length of Segment (miles):	0.42
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	43 mph
10 mph Pace:	30-39 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.23, less than statewide collision rate
Statewide Collision Rate:	0.93
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of the road.
Roadway Geometrics:	Four-lane undivided
Comments:	ped/bike safety
Adjacent Land Use:	Commercial
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	Cavallo Road	Survey Date:	April 7, 2021
Between:	E. Treagallas Road & 18th Street	Segment No:	21
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	3,818
Length of Segment (feet):	2,695
Length of Segment (miles):	0.51
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	37 mph
10 mph Pace:	25-34 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.47, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of the road. Near Rocketship Bidwell High School.
Roadway Geometrics:	Two-lane undivided
Comments:	on-street parking, high driveway density, residential density, and ped/bike safety
Adjacent Land Use:	Residential
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




* Contract services provided by Interwest Consulting Group




City of Antioch

Engineering & Traffic Survey Summary

Location:	Contra Loma Boulevard	Survey Date:	April 6, 2021
Between:	SR-4 & Longview Drive	Segment No:	23
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	14,528
Length of Segment (feet):	3,645
Length of Segment (miles):	0.69
Lane Configuration:	Two Lanes Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	46 mph
10 mph Pace:	37-46 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	3
Collision Rate (Collisions/MVM):	0.27, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions: Partial bike lanes and sidewalk on both sides of the road.	
Roadway Geometrics: Four-lane divided (median)	
Comments: Ped/bike safety	
Adjacent Land Use:	Residential
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




* Contract services provided by Interwest Consulting Group



City of Antioch

Engineering & Traffic Survey Summary

Location:	Contra Loma Boulevard	Survey Date:	April 6, 2021
Between:	Longview Drive & James Donlon Boulevard	Segment No:	24
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	8,349
Length of Segment (feet):	2,750
Length of Segment (miles):	0.52
Lane Configuration:	Two Lanes Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	46 mph
10 mph Pace:	38-47 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.21, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions:	Bike lanes and sidewalk on both sides of the road.
Roadway Geometrics:	Four-lane divided (median)
Comments:	Residential density and pedestrian/bicyclist safety
Adjacent Land Use:	Residential
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	

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Engineering & Traffic Survey Summary

Location:	Delta Fair Boulevard	Survey Date:	April 6, 2021
Between:	Belle Drive & Kendree Street	Segment No:	31
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	10,482
Length of Segment (feet):	1,745
Length of Segment (miles):	0.33
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	41 mph
10 mph Pace:	30-39 mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.26, less than statewide collision rate
Statewide Collision Rate:	0.93
Conditions Not Readily Apparent	
Conditions: No bike lanes and partial sidewalk. Near John Turner Elementary School.	
Roadway Geometrics: Four-lane undivided	
Comments: On-street parking, high driveway density, trucks present, residential density, and ped/bike safety	
Adjacent Land Use:	Residential
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><i>Charmine Solla</i></p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</p> </div> <div style="width: 30%; text-align: center;"> <p>July 12, 2023</p> <p>_____ Date</p> </div> </div>	





City of Antioch

Engineering & Traffic Survey Summary

Location:	Fitzuren Road	Survey Date:	April 8, 2021
Between:	G Street & Contra Loma Boulevard	Segment No:	34
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	6,844
Length of Segment (feet):	1,850
Length of Segment (miles):	0.35
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	41 mph
10 mph Pace:	30-39 mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	Partial EB bike lane at G Street, partial sidewalk on both sides of road.
Roadway Geometrics:	Two-lane undivided
Comments:	Ped/bike safety
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><i>Charmine Solla</i> July 12, 2023 Charmine Solla, PE, TE, PTOE PE 83267, TE 2773 Date</p> <p>* Contract services provided by Interwest Consulting Group</p>	







City of Antioch

Engineering & Traffic Survey Summary

Location:	G Street	Survey Date:	April 7, 2021
Between:	2nd Street & W. Tregallas Road	Segment No:	35
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	2,534
Length of Segment (feet):	7,235
Length of Segment (miles):	1.37
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	33 mph
10 mph Pace:	24-33 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.26, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of the road. Near Antioch High School, John Fremont Elementary School and Antioch Middle School near W 18th Street and near Marsh Elementary School at SR-4.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, trucks present, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Downtown Specific Plan / Residential / Public Institution
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	G Street	Survey Date:	April 8, 2021
Between:	Puntam Street & James Donlon Boulevard	Segment No:	36
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	1,755
Length of Segment (feet):	5,705
Length of Segment (miles):	1.08
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	33 mph
10 mph Pace:	25-34 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	Partial bike lanes and sidewalk on both sides of the road. Near Park Middle School at Putnam Street and John Sutter Elementary School north of James Donlon Boulevard.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, trucks present, not obvious trail crossing, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	Gentrytown Drive	Survey Date:	April 7, 2021
Between:	Buchanan Road & Putnam Street	Segment No:	38
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	7,760
Length of Segment (feet):	3,115
Length of Segment (miles):	0.59
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	37 mph
10 mph Pace:	27-36 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. Near Mission Elementary School and Village East Park with trail crossing to Gentrytown Park.
Roadway Geometries:	Two-lane undivided
Comments:	On-street parking, high driveway density, residential density, and ped/bike safety
Adjacent Land Use:	Residential
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	Gentrytown Drive	Survey Date:	April 6, 2021
Between:	Putnam Street & James Donlon Boulevard	Segment No:	39
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	4,811
Length of Segment (feet):	3,115
Length of Segment (miles):	0.59
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	36 mph
10 mph Pace:	28-37 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. Near Canal Park.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	James Donlon Boulevard	Survey Date:	April 9, 2021
Between:	Contra Loma Boulevard & Lone Tree Way	Segment No:	44
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	13,834
Length of Segment (feet):	8,240
Length of Segment (miles):	1.56
Lane Configuration:	Two Lane Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	47 mph
10 mph Pace:	37-46 mph
Posted Speed Limit:	40 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions:	Bike lanes and sidewalk on both sides of road. Near Worth Shaw Community Park.
Roadway Geometrics:	Four-lane divided (median)
Comments:	residential density and ped/bike safety
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	40 mph
Speed Limit Change:	No
Recommendation based on:	85th percentile speed, Option 1 (rounded down to 45 mph, then reduced another 5mph due to residential density and ped/bike safety)
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	L Street	Survey Date:	April 6, 2021
Between:	2nd Street & 10th Street	Segment No:	45
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	4,039
Length of Segment (feet):	2,060
Length of Segment (miles):	0.39
Lane Configuration:	Two Lane Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	38 mph
10 mph Pace:	30-39mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. At 2nd Street and 10th Street L Street is single lane each direction with Median.
Roadway Geometrics:	Four-lane divided (median)
Comments:	On-street parking, trucks present, residential density, and ped/bike safety
Adjacent Land Use:	Downtown Specific Plan
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	L Street	Survey Date:	April 6, 2021
Between:	10th Street & 18th Street	Segment No:	46
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	10,496
Length of Segment (feet):	2,060
Length of Segment (miles):	0.39
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	43 mph
10 mph Pace:	33-42 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.22, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions: No bike lanes, sidewalk on both sides of road. Near Antioch High School.	
Roadway Geometrics: Two-lane undivided	
on-street parking, not obvious backside of school with no signs, and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Public Institution / Open Space
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	

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City of Antioch

Engineering & Traffic Survey Summary

Location:	L Street	Survey Date:	April 9, 2021
Between:	18th Street & SR-4	Segment No:	47
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	15,264
Length of Segment (feet):	2,325
Length of Segment (miles):	0.44
Lane Configuration:	Two Lane Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	43 mph
10 mph Pace:	34-43 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions: Partial bike lanes near SR-4, sidewalk on both sides of road. Near Antioch High School at E. 18th Street.	
Roadway Geometrics: Four-lane divided (median)	
Comments: On-street parking, trucks present, residential density, and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Commercial / Open Space
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	Laurel Road	Survey Date:	April 8, 2021
Between:	Hillcrest Avenue & Laurel Road Easterly Terminus	Segment No:	48
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	4,012
Length of Segment (feet):	2,905
Length of Segment (miles):	0.55
Lane Configuration:	Two Lane Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	45 mph
10 mph Pace:	34-43 mph
Posted Speed Limit:	45 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions:	Bike lanes and sidewalk on both sides of road.
Roadway Geometrics:	Four-lane divided (median)
Comments:	Trucks present, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	40 mph
Speed Limit Change:	Yes, 5 mph decrease
Recommendation based on:	Reduction per 85th percentile
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




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City of Antioch

Engineering & Traffic Survey Summary

Location:	Lone Tree Way	Survey Date:	April 7, 2021
Between:	Putnam Street & James Donlon Boulevard	Segment No:	51
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	27,014
Length of Segment (feet):	4,805
Length of Segment (miles):	0.91
Lane Configuration:	Two Lane Each Direction with Median
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	45 mph
10 mph Pace:	36-45 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	3
Collision Rate (Accidents/MVM):	0.11, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions: Bike lanes (Class II and III) and sidewalk on both sides of road. Near Park Middle School and Sutter Delta Medical Center.	
Roadway Geometrics: Four-lane divided (median)	
Comments: On-street parking, high driveway density, trucks present, and residential density	
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	





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City of Antioch

Engineering & Traffic Survey Summary

Location:	Minaker /13th/ Hillcrest	Survey Date:	April 8, 2021
Between:	Wilbur Avenue & 18th Street	Segment No:	54
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	2,084
Length of Segment (feet):	3,590
Length of Segment (miles):	0.68
Lane Configuration:	Single Lane Each Direction with Median
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	34 mph
10 mph Pace:	24-33 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. Near Lake Alhambra.
Roadway Geometrics:	Two-lane divided (median)
Comments:	on-street parking, high driveway density, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><div>July 12, 2023</div><div>Date</div></div></div> <div></div>	
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City of Antioch

Engineering & Traffic Survey Summary

Location:	Putnam Street	Survey Date:	April 6, 2021
Between:	Gentrytown Drive & Contra Loma Boulevard	Segment No:	56
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	2,842
Length of Segment (feet):	5,755
Length of Segment (miles):	1.09
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	38 mph
10 mph Pace:	27-36 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.29, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. Two median islands around overhead transmission line towers.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, trucks present, not obvious bike path without warning signs, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><u>Charmine Solla</u> <u>July 12, 2023</u></p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773 Date</p> <p>* Contract services provided by Interwest Consulting Group</p>	





City of Antioch

Engineering & Traffic Survey Summary

Location:	Putnam Street	Survey Date:	April 9, 2021
Between:	Contra Loma Boulevard & Lone Tree Way	Segment No:	57
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	2,635
Length of Segment (feet):	4,330
Length of Segment (miles):	0.82
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	33 mph
10 mph Pace:	24-33 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	No bike lanes, sidewalk on both sides of road. Near Park Middle School.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, residential density, and ped/bike safety
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><i>Charmine Solla</i> July 12, 2023</p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773 Date</p> <p>* Contract services provided by Interwest Consulting Group</p>	







City of Antioch

Engineering & Traffic Survey Summary

Location:	E. Tregallas Road	Survey Date:	April 9, 2021
Between:	Lone Tree Way & Garrow Drive	Segment No:	60
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	3,889
Length of Segment (feet):	2,960
Length of Segment (miles):	0.56
Lane Configuration:	Single Lane Each Direction
Street Classification:	Local
Speed Survey Data	
85th Percentile:	41 mph
10 mph Pace:	30-39 mph
Posted Speed Limit:	30 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	1
Collision Rate (Collisions/MVM):	0.42, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions: No bike lanes, sidewalk on south side only. Near Belshaw Elementary School.	
Roadway Geometrics: Two-lane undivided	
Comments: High driveway density, residential density, and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Commercial
Recommendation	
Recommended Speed:	30 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




* Contract services provided by Interwest Consulting Group




City of Antioch

Engineering & Traffic Survey Summary

Location:	E. Tregallas Road	Survey Date:	April 9, 2021
Between:	Garrow Drive & Hillcrest Avenue	Segment No:	61
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	3,979
Length of Segment (feet):	4,015
Length of Segment (miles):	0.76
Lane Configuration:	Single Lane Each Direction
Street Classification:	Local
Speed Survey Data	
85th Percentile:	44 mph
10 mph Pace:	34-43 mph
Posted Speed Limit:	35 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions: Bike lanes and sidewalk on both sides of road, Class III bike lanes and partial sidewalk at Hillcrest Avenue. Near Eastside Church of Christ, Antioch Christian Center and St John's Lutheran Church.	
Roadway Geometrics: Two-lane undivided	
Comments: Residential density and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Public Institution
Recommendation	
Recommended Speed:	35 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	




* Contract services provided by Interwest Consulting Group




City of Antioch

Engineering & Traffic Survey Summary

Location:	W. Tregallas Road	Survey Date:	April 8, 2021
Between:	G Street & Lone Tree Way	Segment No:	62
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	4,619
Length of Segment (feet):	2,960
Length of Segment (miles):	0.56
Lane Configuration:	Single Lane Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	37 mph
10 mph Pace:	26-35 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions: Partial bike lanes at G Street, no bike lanes for remaining segment, sidewalk on both sides of road. Near Starlight Academy and Visions Christian Center.	
Roadway Geometries: Two-lane undivided	
Comments: On-street parking, high driveway density, residential density, and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Commercial / Public Institution
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div><u>July 12, 2023</u> Date</div></div>	





* Contract services provided by Interwest Consulting Group



City of Antioch

Engineering & Traffic Survey Summary

Location:	Viera Avenue	Survey Date:	April 8, 2021
Between:	Wilbur Avenue & 18th Street	Segment No:	63
Direction of Travel:	North/South		

Traffic Data	
Average Daily Traffic:	1,724
Length of Segment (feet):	2,640
Length of Segment (miles):	0.50
Lane Configuration:	Single Lane Each Direction
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	40 mph
10 mph Pace:	27-36 mph
Posted Speed Limit:	25 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	1.60
Conditions Not Readily Apparent	
Conditions:	Bike lanes on both sides of road, no sidewalk.
Roadway Geometrics:	Two-lane undivided
Comments:	On-street parking, high driveway density, and residential density
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	25 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <div><div> Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</div><div>July 12, 2023 Date</div></div> <div></div>	
* Contract services provided by Interwest Consulting Group	

Engineering & Traffic Survey Summary

Location:	Wilbur Avenue	Survey Date:	April 8, 2021
Between:	A Street & Cavallo Road	Segment No:	64
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	7,422
Length of Segment (feet):	2,590
Length of Segment (miles):	0.49
Lane Configuration:	Two Lanes Each Direction
Street Classification:	Arterial
Speed Survey Data	
85th Percentile:	49 mph
10 mph Pace:	37-46 mph
Posted Speed Limit:	40 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions: Shared bike lanes (Class 3) west of Orchard Lane and partial Class II bike lanes east of Orchard Lane, and partial sidewalk on north side of road west of Orchard Lane.	
Roadway Geometrics: Four-lane undivided	
Comments: Trucks present, residential density, and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Open Space
Recommendation	
Recommended Speed:	40 mph
Speed Limit Change:	No, retain speed limit
Recommendation based on:	California Assembly Bill 43, CVC Section 22358.6
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> <p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><i>Charmine Solla</i></p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</p> </div> <div style="width: 35%; text-align: center;"> <p>July 12, 2023</p> <p>_____ Date</p> </div> </div>	



Engineering & Traffic Survey Summary

Location:	Wild Horse Road	Survey Date:	April 9, 2021
Between:	Hillcrest Avenue & Wild Horse Road Easterly Terminus	Segment No:	67
Direction of Travel:	East/West		

Traffic Data	
Average Daily Traffic:	3,375
Length of Segment (feet):	4,645
Length of Segment (miles):	0.88
Lane Configuration:	Two Lanes Each Direction with Median
Street Classification:	Collector
Speed Survey Data	
85th Percentile:	47 mph
10 mph Pace:	33-42 mph
Posted Speed Limit:	45 mph
Collision History	
Date Range:	January 1, 2018 - December 31, 2020
Total Collisions:	0
Collision Rate (Collisions/MVM):	0.00, less than statewide collision rate
Statewide Collision Rate:	0.91
Conditions Not Readily Apparent	
Conditions: Bike lanes and sidewalk on both sides of road. Portions of segment with single lane each direction with painted median. Near Nelson Ranch Park.	
Roadway Geometrics: Four-lane divided (median)	
Comments: Residential density and ped/bike safety	
Adjacent Land Use:	Mixed Residential / Commercial / Open Space
Recommendation	
Recommended Speed:	40 mph
Speed Limit Change:	Yes, 5 mph decrease
Recommendation based on:	85th percentile speed, Option 1 (rounded down to 45 mph, then reduced another 5mph due to residential density and ped/bike safety)
<div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <p>CERTIFICATION: I, Charmine Solla, do hereby certify that this Engineering and Traffic Survey within the City of Antioch was performed under my supervision, conforms to Sections 627, 22358, and 40802 of the California Vehicle Code and Section 2B.13 of the California Manual on Uniform Traffic Control Devices, and is accurate and complete. I am duly registered in the State of California as a Professional Civil Engineer and Professional Traffic Engineer:</p> <p><i>Charmine Solla</i></p> <p>Charmine Solla, PE, TE, PTOE PE 83267, TE 2773</p> </div> <div style="width: 30%; text-align: center;"> <p>July 12, 2023</p> <p>_____ Date</p> </div> </div>	



* Contract services provided by Interwest Consulting Group

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

SUBMITTED BY: Zoe Merideth, Senior Planner *ZM*

APPROVED BY: Kevin Scudero, Acting Community Development Director *KS*

SUBJECT: Design Guidelines Zoning Text Amendment - Second Reading of the Ordinance

RECOMMENDED ACTION

It is recommended that the City Council adopt an ordinance amending Section 9-5.2609 of the Antioch Municipal Code regarding design guidelines (Attachment A).

FISCAL IMPACT

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

DISCUSSION

The adoption of an ordinance requires two separate readings. The City Council introduced the subject ordinance at its August 8, 2023 regular meeting. This second reading will finalize the adoption of the ordinance. The ordinance will take effect 30 days after its final passage. (Gov. Code, § 36937).

The Zoning Text Amendment (ZTA) is needed to codify the new Single Family and Missing Middle Objective Design Standards (ODS), which the Council adopted at the August 8, 2023 Council meeting in conjunction with the first reading of the ZTA. To clarify that the previously approved Citywide Design Guidelines for residential projects no longer apply, a ZTA is required. The amendment clarifies which chapters of the Citywide Design Guidelines are still applicable, codifies the ODS, and the process for amending the ODS in the future. Additionally, the amendment clarifies the applicability of the ODS to ministerial projects and outlines the process for obtaining an exception to the ODS. Finally, the amendment also clarifies the applicability and exception process for the already adopted Multifamily Objective Design Standards.

ATTACHMENT

A. Design Guidelines Zoning Text Amendment Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING § 9-5.2609 OF THE ANTIOCH MUNICIPAL CODE
REGARDING DESIGN GUIDELINES (LA2023-0002)**

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

SECTION 1:

The City Council is committed to taking the steps necessary to promote and protect the public health, safety and general welfare. The City of Antioch has the authority to make and enforce within its limits all ordinances and regulations not in conflict with general laws. (Cal. Const. art. XI § 7) including, but not limited to, all rights and powers that are expressly granted and necessarily or fairly implied by state law.

SECTION 2:

The City Council finds that the public necessity requires the proposed zoning ordinance amendments to impose requirements within the City of Antioch that are consistent with State law; said amendments are not detrimental to properties within Antioch, and that the proposed zoning ordinance amendment is in conformance with the Antioch General Plan.

SECTION 3:

At its regular meeting of July 19, 2023, the Planning Commission recommended that the City Council adopt the Ordinance amending § 9-5.2609 of the Antioch Municipal Code.

SECTION 4:

§ 9-5.2609 is amended as follows:

§ 9-5.2609 DESIGN GUIDELINES AND OBJECTIVE DESIGN STANDARDS.

(A) The Planning Commission shall have the authority to develop and recommend for Council approval design guidelines and objective design standards to establish criteria for the review of those matters required to come before the Commission. The guidelines and standards may include criteria for site planning, landscape treatment, building design, and signs.

(B) The Citywide Design Guidelines, with the exception of Chapter 6 – Residential Design Guidelines prepared by Downtown Solutions and dated October 2009, are herein incorporated by reference.

(C) New construction and exterior remodels of residential uses are subject to the Single Family and Missing Middle Objective Design Standards and the Multi-Family Objective Design Standards, which may be adopted, amended, and repealed by City Council resolution.

(D) The Zoning Administrator, the Planning Commission and the City Council shall adhere to the adopted guidelines and standards, as amended, in site plan and design review as required in § 9-5.2607, and no such application shall be approved, unless it complies with the adopted guidelines and, unless findings can be made pursuant to

division (~~GG~~) of this section. Findings are not required to be made for development applications deemed complete prior to the adoption of this section.

(E) Ministerial residential projects shall be subject to the adopted standards and shall be reviewed against the adopted standards at building permit submittal. Findings are not required to be made for development applications deemed complete prior to the adoption of this section.

(F) In circumstances where conflicts arise between the design guidelines and standards and specific requirements of the zoning ordinance, then the design guidelines zoning ordinance shall supersede the zoning ordinance design guidelines and standards requirements.

(GG) In order to grant a waiver from adopted design guidelines and objective standards for projects, except as pursuant to division (H), the Zoning Administrator, Planning Commission or the City Council shall find at least one of the following:

(1) That because of special circumstances applicable to the subject property, including, but not limited to, size, shape, topography, location or surroundings, the strict application of the design guidelines is not feasible; or

(2) That the overall project has a quality design, the majority of the project is consistent with the design guidelines and minor discrepancies with the design guidelines will not create a development that is undesirable or unsightly; or

(3) That the project features a unique theme or style that is not addressed in the design guidelines, but the overall project is of such extraordinary design quality that the project will not create a development that is undesirable or unsightly.

(H) In order to allow modifications to the adopted Multi-family Objective Design Standards, the Zoning Administrator, Planning Commission or City Council shall follow the procedure set forth in § 9-5.702.

SECTION 5: Severability.

If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

SECTION 6. CEQA.

The above amendments to the City's Municipal Code are not considered a project under the California Environmental Quality Act under the common sense exemption (CEQA Guidelines §15061(b)(3) because the proposed amendments will not have a direct or reasonably foreseeable indirect physical change or effect on the environment.

SECTION 7: Publication; Effective Date

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 8th of August 2023, and passed and adopted at a regular meeting thereof, held on the ____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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 August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zoe Merideth, Senior Planner ZM

APPROVED BY: Kevin Scudero, Acting Community Development Director KS

SUBJECT: Renewal of Vesting Tentative Subdivision Map 357-302-20, Final Development Plan, and Design Review

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving a one-year extension of the vesting tentative subdivision map, final development plan, and design review approvals for the Wild Horse Multifamily Project (Attachment A).

FISCAL IMPACT

There is no direct fiscal impact because of this action.

ENVIRONMENTAL REVIEW

An Environmental Impact Report (EIR) was adopted and certified on January 11, 2022.

DISCUSSION

On January 11, 2022, the City Council adopted (1) Resolution 2022/07, which approved the EIR Certification; (2) Resolution 2022/08 which approved the General Plan Amendment; (3) Ordinance 2201-C-S rezoning the property to Planned Development District (PD-20-01); and (4) Resolution 2022/09 which approved the Vesting Tentative Subdivision Map (VTSM 357-202-20) for condominium purposes, Final Development Plan and Design Review for the Wild Horse Multifamily Project. Resolution 2022/09 is included as Attachment B. The applicant is requesting an extension of the approvals found in Resolution 2022/09. The project consists of approximately 11.72 acres parcel located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4.

Analysis

The approved Conditions of Approval include General Conditions 1 for project expiration:

This approval expires two years from the date of approval by the City Council (January 11, 2024), 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" includes expiration and extension policies for approved tentative maps. This provision also requires the 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 January 11, 2022, and is set to expire on January 11, 2024. 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 January 11, 2025.

If approved, the new expiration date will be January 11, 2025. The previously approved Conditions of Approval and Tentative Map will be carried forward without any change and as originally approved by the City Council in January 2022.

ATTACHMENTS

- A. Resolution extending the project approvals
- B. Resolution 2022/09
- C. Request Letter

RESOLUTION NO. 2023/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE ONE-YEAR EXTENSION OF THE VESTING TENTATIVE SUBDIVISION MAP, FINAL DEVELOPMENT PLAN, AND DESIGN REVIEW APPROVALS OF THE WILD HORSE MULTIFAMILY PROJECT (PD-20-01, AR-21-17)

WHEREAS, the City of Antioch received a written request from Philip Su, applicant, for a one-year extension of the project approvals for the Wild Horse Multifamily Project. The extension would extend the expiration date of the approvals for Vesting Tentative Subdivision Map (VTSM 357-302-20) for condominium purposes, Final Development Plan, and Design Review;

WHEREAS, an Environmental Impact Report (EIR) and a Mitigation Monitoring and Reporting Program was prepared and adopted by the City Council on January 11, 2022 in conformance with the California Environmental Quality Act;

WHEREAS, a subsequent environmental document does not need to be prepared because (1) no changes to the project are proposed requiring revisions to the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, (2) no substantial changes have occurred with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects, and (3) no new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence or at the time the previous EIR was adopted;

WHEREAS, on January 11, 2022, the City Council duly held a public meeting, received and considered evidence, both oral and documentary and approved the Vesting Tentative Subdivision Map, Final Development Plan, and Design Review;

WHEREAS, the Planning Commission held a public meeting on July 19, 2023, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request;

WHEREAS, the Planning Commission recommended that the City Council approve the extension;

WHEREAS, the City Council held a public meeting on August 8, 2023, and continued the item until the August 22, 2023 City Council Meeting; and

WHEREAS, the City Council held a public meeting on August 22, 2023, considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request.

RESOLUTION NO. 2023/**

August 22, 2023

Page 2

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves a one-year extension of the project approvals for the Vesting Tentative Subdivision Map (VTSM 357-302-20) for condominium purposes, Final Development Plan, and Design Review for the Wild Horse Multifamily Project until January 11, 2025.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

**CITY COUNCIL
RESOLUTION NO. 2022/09**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A VESTING TENTATIVE MAP, FINAL DEVELOPMENT PLAN, AND
DESIGN REVIEW FOR THE WILD HORSE MULTIFAMILY PROJECT**

WHEREAS, the City of Antioch (City) received an application from CCP-Contra Costa Investor, LLC (Applicant), seeking approval of the following: EIR Certification, General Plan Amendment, Rezone to Planned Development District, Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17);

WHEREAS, the project site consists of an approximately 11.72 acre parcel located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003);

WHEREAS, a Final Environmental Impact Report (Final EIR) and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act ("CEQA") Guidelines Section 15162;

WHEREAS, on December 1, 2021, the Planning Commission recommended to the City Council certification of the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, on January 11, 2022, the City Council certified the Final Environmental Impact Report, based on findings of fact and adopting a Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;

WHEREAS, the applicant has prepared Design Guidelines for the Project in order to customize the City of Antioch's Residential Design Guidelines specifically for the Project;

WHEREAS, on October 21, 2021, the Parks and Recreation Commission considered the Wild Horse Multifamily Project and did recommend to the Planning Commission that the project be obligated to pay \$119,700 in parkland dedication in lieu fees. The Planning Commission did recommend to the City Council on December 1, 2021 that the project be obligated to pay \$119,700 in parkland dedication in lieu fees;

WHEREAS, on December 1, 2021, the Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and documentary, and recommended approval of a Vesting Tentative Subdivision Map, Final Development Plan, and Design Review to the City Council;

WHEREAS, the City Council duly gave notice of public hearing as required by law; and

WHEREAS, on January 11, 2022, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED, that the City Council makes the following required findings for approval of a Vesting Tentative Subdivision Map:

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

BE IT FURTHER RESOLVED, that the City Council makes the following findings for approval of a Final Development Plan:

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability, and the uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved under another zoning district because the project will provide new housing options to the area while remaining compatible with existing surrounding development. The project is designed to function independently while remaining interconnected through pathways and access for both vehicles and pedestrians.
2. The streets and thoroughfares proposed meet the standards of the city's Growth Management Program and adequate utility service can be supplied to all phases of the development because the Project design minimizes traffic impacts to the existing street system and encourages internal pedestrian circulation within the development. The Project will be required to construct all required streets and

utilities to serve the project. The final design, location, and size of these improvements will be subject to the approval of the City Engineer. As shown in the project's Final EIR, adequate utility service can be supplied to the project. the project will be constructing all the required streets and utilities to serve the project.

3. Any commercial components are justified economically at the location(s) proposed. There are no commercial components to the project
4. Any residential component will be in harmony with the character of the surrounding neighborhood and community and will result in densities no higher than that permitted by the General Plan because the project has been designed to comply with City density standards, and the proposed densities are within General Plan allowances. The project includes multifamily development that is consistent with the overall intent of the General Plan.
5. Any industrial component conforms to applicable desirable standards and will constitute an efficient, well-organized development with adequate provisions for railroad and/or truck access and necessary storage and will not adversely affect adjacent or surrounding development. There are no industrial components of the project.
6. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offer certain unusual redeeming features to compensate for any deviations that may be permitted. The proposed PD zone was intended to allow for current and future flexibility in development. Minor deviations to development standards have been incorporated into the Wild Horse Multifamily Project Planned Development Ordinance that respond to specific limitations, including topography and existing infrastructure, of the project site.
7. The area surrounding the P-D District can be planned and zoned in coordination and substantial compatibility with the proposed development because the land surrounding the Project is already developed and the proposal has been designed to compatible with surrounding uses.
8. The P-D District conforms to the General Plan of the city because the amendment to the General Plan to change the designation of the site to High Density Residential allows continues to allow residential development to occur at the site while allowing flexibility of development types. The intent of the General Plan is being maintained.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch does hereby APPROVE a Vesting Tentative Map, Final Development Plan, and Design Review for the development of a 126 multifamily unit residential community and associated improvements on an approximately 11.72 acre project site, known as the Wild

Horse Multifamily Project (PD-20-01, GP-20-03, AR-21-17) located at the terminus of Wild Horse Road, between Le Conte Circle and State Route (SR) 4 (APN: 041-022-003) subject to the following conditions:

A. GENERAL CONDITIONS

1. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions.
2. Concurrent with the first submittal of grading or improvement plans, the developer shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. This approval expires two years from the date of approval (Expires January 11, 2024) unless a building permit has been issued and construction has diligently commenced thereon and not expired, or an extension has been approved by the Zoning Administrator. Requests for extensions must be received in writing with the appropriate fees prior to the expiration of this approval. No more than one, one-year extension shall be granted.
4. The developer shall defend, indemnify, and hold harmless the City in any action brought challenging any land use approval or environmental review for the Project. In addition, developer shall pay any and all costs associated with any challenge to the land use approval or environmental review for the Project, including, without limitation, the costs associated with any election challenging the Project.
5. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
6. Permits or approvals, whether discretionary or ministerial, will not be considered if the developer is not current on fees, reimbursement and/or other payments that are due the City.
7. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
8. All required easements or rights-of-way for improvements shall be obtained by the developer at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the parcel map for condominium purposes or subsequent separate document as approved by City Engineer.

B. VESTING TENTATIVE MAP CONDITIONS

1. The Vesting Tentative Map for condominium purposes approval is subject to the time lines established in the State of California Subdivision Map Act.
2. Approval is based upon substantial conformance with the Vesting Tentative Map for condominium purposes prepared on August 10, 2020, revised on October 26, 2020 and stamped received by the Community Development Department on October 30, 2020.
3. Approval of this Vesting Tentative Map for condominium purposes shall not constitute the approval of any improvements shown on the Vesting Tentative Map for condominium purposes and shall not be construed as a guarantee of future extension or re-approvals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

C. DISTRICTS AND ANNEXATION

1. Prior to filing of a parcel map for condominium purposes for recording, the developer shall annex into the District 1 Zone 1 Lighting and Landscaping District (LLD) and accept a level of annual assessments sufficient to maintain public facilities in the vicinity of the project area at no cost to the City. The annual assessment shall cover the actual annual cost of maintenance as described in the Engineer's Report.
2. Prior to filing of a parcel map for condominium purposes for recording, the developer shall annex into CFD 2018-02 (Police Protection).

D. HOME OWNERS ASSOCIATION AND CC&RS

1. The developer shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining all on-site landscaping, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), street lighting, bio-retention basins, and storm drain facilities.

2. The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter and curb ramps), bio-retention basins, storm drain facilities, street lighting, and all other HOA facilities and amenities not maintained by the HOA to an acceptable City level.
3. A parking lot sweeping program shall be implemented that, at a minimum, provides for sweeping immediately prior to the storm season and prior to each storm event.
4. 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, streetlights, parking, open space, storm water facilities and the prohibition of nuisances. The City shall have the same rights and remedies as the Association, Manager or Owners are afforded under the CC&Rs, including but not limited to rights of entry. This right of enforcement is in addition to all other legal and equitable remedies available to the City, including the right to refuse to issue building permits for any building or structure that is not in compliance with applicable federal, state or local laws, regulations, permits or approvals. Neither action nor inaction by the City shall constitute a waiver or relinquishment of any rights or remedies. In addition, the CC&Rs shall include a provision that any design approvals required by the CC&RS for construction, reconstruction and remodeling are in addition to any approvals needed from the City as well. Further, the CC&Rs cannot be terminated or amended materially without the prior written consent of the Community Development Director and the City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:
 - City approvals of uses or external modifications.
 - Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

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

E. CONSTRUCTION CONDITIONS

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

F. SITE AND PROJECT DESIGN

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

8. Monolithic sidewalks with beveled curb shall be six inches (6") thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:
 - Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12" deep by 3" high with ½" lip and 18" gutter).
 - Adjacent to vertical curb, 4.5 feet excluding curb.
9. Sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer.
10. A minimum of a twenty-foot (20') tangent shall extend beyond the return at intersections at public streets for the maintenance of adequate sight distance, or as approved by the City Engineer.
11. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as approved by the City Engineer.
12. The street names for the streets listed below shall be approved by Planning Commission prior to recordation of the parcel map for condominium purposes. Changes to street names shall require Planning Commission review and approval.
 - Street 'A'
 - Street 'B'
13. The developer shall provide a "checklist" of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.
14. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
15. The developer shall install and maintain streetlights within the project area at no cost to the City.
16. Guest parking shall be provided at the site at a minimum rate of one spot per every five units.
17. Cul-de-sac parking shall be provided as required by the City Engineer.

18. All fencing adjacent to open space (trails and basins) shall be wrought iron or tubular steel and shall be located at the top of slope.
19. All standard two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions. All tandem two-car garages shall have a minimum dimension of ten feet by forty feet (10' x 40') clear inside dimensions.
20. The developer and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

G. UTILITIES

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code, or as approved by the City Engineer.
3. All sewage shall flow by gravity to the intersecting street sewer main.
4. All public utilities, including storm drain pipes and ditches, shall be installed in streets avoiding between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement or as approved by the City Engineer.
5. Prior to the recordation of the parcel map for condominium purposes, the developer shall submit hydrology and hydraulic analyses with a storm water control plan that proves the adequacy of the in-tract drainage system and downstream drainage system to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
6. The detention basin and associated improvements shall be constructed prior to issuance of first building permit for residential structures.
7. The developer shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements for additional water flow conditions.

8. Buildings shall contain rain gutters and downspouts that direct water away from the foundation as approved by the City Engineer.
9. Prior to acceptance of public utilities, the developer shall provide GPS coordinates of all in and above ground assets. This includes all Water Distribution Utility features, Collection Utility features, Storm Water Utility features, and inverts associated with these features. Developer shall also include GPS coordinates of metal subdivision entryway signs, street signs, light poles, and irrigation controllers. These GPS coordinates must be taken 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. Final landscape and irrigation plans shall be submitted to the City for review and approval at the time the design review for the multifamily buildings are submitted. All landscaping and irrigation shall be installed in accordance with approved plans prior to the issuance of certificates of occupancy.
3. Landscaping for the project shall be designed to comply with the City of Antioch Water Efficient Landscape Ordinance (WELO). Prior to issuance of a building permit, the developer shall demonstrate compliance with the applicable requirements of the WELO in the landscape and irrigation plans submitted to the City.
4. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.
5. All trees shall be a minimum 15-gallon size and all shrubs shall be a minimum 5-gallon size.

I. FIRE REQUIREMENTS

1. The applicant shall comply with the conditions provided by the Contra Costa Fire Protection District in the letter dated December 23, 2020.

J. FEES

1. The developer shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code.

2. Prior to recordation of parcel map for condominium purposes, developer shall pay the Contra Costa County Flood Control District Drainage Area fee per letter dated January 4, 2021 and Contra Costa County map maintenance fee.
3. The developer shall pay all pass-through fees. Fees include but are not limited to:
 - a. East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
 - b. Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.
 - c. Contra Costa County Map Maintenance Fee in affect at the time of recordation of the parcel map for condominium purposes.
 - d. Contra Costa County Flood Control District Drainage Area fee.
 - e. School Impact Fees.
 - f. Delta Diablo Sanitation Sewer Fees.
 - g. Contra Costa Water District Fees.

K. MODEL HOMES

1. If developer requests model homes or sales trailer, prior to the placement of any sales trailers, plans shall be submitted to the Engineering Department for review and approval. Any trailer shall be placed out of the public right-of-way and shall have its own parking lot.
2. The model home complex parking lot location and design shall be subject to the City Engineer's approval.
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 developer.

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 required prior to any grading operations.
4. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.
5. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
6. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
7. The swales adjacent to the house structure shall have a minimum of a two percent (2%) slope or as directed by the City Engineer.
8. All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
9. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
10. The grading plan for this development shall be approved by the City Engineer.
11. All elevations shown on the plans shall be on the USGS 1929 sea level datum or NAVD 88 with conversion information, as approved by the City Engineer.
12. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
13. All retaining walls shall be of masonry construction.
14. Wall and fence locations shall be included on the grading plan.

15. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.
16. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer.
17. The minimum concrete gutter flow slope shall be 0.75%.
18. All property lines shall be located at the top of slope.

M. CONSERVATION/NPDES

1. Water conservation measures, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used.
2. The Project shall meet or exceed Tier 1 of the CALGreen Building Code.
3. 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 developer shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs. Already stated in COAs below, 5.c and 5.h.w.
4. Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.

5. The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:
 - a. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.
 - b. The Storm Water Control Plan shall be certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).
 - c. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
 - d. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
 - e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
 - f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility without diversion of the

watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.

- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.
- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
- j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
- k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
- 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 developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
- m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
- n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked

mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

- o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
- 6. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.
- 7. Defined emergency spillway shall be included in the bioretention basin's design to convey potential overflow due to large storm events from the basin and mitigate flooding on adjacent properties and an Operations and Maintenance Manual shall be submitted for basins.

N. PARCEL MAP REQUIREMENTS

- 1. The parcel map for condominium purposes submittal shall include all of the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:
 - a. Improvement security in one of the following forms:
 - i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.
 - ii. A deposit, either with the city or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.
 - iii. An irrevocable letter of credit in form acceptable to the City Attorney issued by a financial institution acceptable to the City Attorney in an amount equal to 100% of the total estimated costs of the improvements for faithful performance, no part thereof to be released until such time as specified by state law.
 - b. An original, signed improvement agreement, to be executed by the developer, guaranteeing the completion of the construction of the

improvements required by the governing body within a specified time and payment therefore, satisfactory to the City Attorney as to legality and satisfactory to the City Engineer as to amount.

- c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes then a lien but not yet payable, as required by the Subdivision Map Act.
- d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the city, if required by the developer; a cash deposit for the payment of such fire hydrant rental fees as may be established by the respective fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.
- e. Deeds for the easements or rights-of-way for road purposes map.
- f. Written evidence acceptable to the city, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.
- g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads rights-of-way, consenting to the dedication of roads or consenting to the joint use of the 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. Evidence of 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, or prior to, submittal of the Final Subdivision Map, the developer shall submit evidence of annexation into all required districts, including Community Facilities District and Lighting and Landscape District.

O. MITIGATION MONITORING AND REPORTING PROGRAM

1. The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program for the Wild Horse Multifamily Project.

P. PROJECT SPECIFIC CONDITIONS

1. This approval applies to the following documents;
 - a. Vesting tentative map for condominium purposes and final development plans and other design drawings dated received by the Community Development Department on October 30, 2020
 - b. Landscaping plans dated received by the Community Development Department on August 12, 2020
 - c. Su Property Design Guidelines dated received by the Community Development Department on October 30, 2020
 - d. Stormwater Control Plan for Su Property dated received by the Community Development Department on October 30, 2020.
2. Prior to the development of the project, the applicant shall secure a use permit and design review approval from the Planning Commission.
3. Developer shall record parcel map for condominium purposes prior to the issuance of a building permit.
4. Wild Horse Road extension shall be fully landscaped to the satisfaction of the City Engineer, prior to the issuance of the first building permit. Improvements shall be full width (both sides of street) for the full length of Wild Horse Road extension plus the adjacent unimproved street frontage areas. For the purpose of this condition, Wild Horse extension shall be defined as from the intersection with Le Conte Circle up to and including the underpass of Highway 4.
5. Developer shall provide all the necessary signing, striping and street improvements along Wild Horse Road necessary to provide safe access to and from their proposed entrance. Improvements may include but not be

limited to accessibility, safety signage, view corridors, safe pavement transitions, etc. The entrance shall be a "street cut" design.

6. No Parking Any Time (R26) signage shall be installed per California MUTCD standards at locations along project frontage as approved by the City Engineer.
7. Stop sign shall be installed at driveway exits onto Wild Horse Road.
8. Street 'A', Street 'B', and all interior drive aisles between building units shall have a street width of 26', a minimum traffic index (TI) of 6, and a minimum pavement thickness of 4" AC over 12" Class II AB.
9. Street 'A' and Street 'B' shall have 5' sidewalk on both sides of streets.
10. The parking lot striping and signing plan shall be approved by the City Engineer.
11. All parking spaces shall be double-striped and all parking lot dimensions shall meet minimum City policies and Antioch Municipal Code requirements.
12. The City of Antioch franchise waste hauler shall provide approval for the location of all trash enclosures, subject to the approval of the City Engineer. Trash enclosures shall not be located within any easement areas. Trash bins shall not be stored in the required garage space for each unit.
13. Trash enclosures shall be screened with landscaping and painted to match the building design. The trash enclosure shall comply with AMC § 9-5.1401 Refuse Storage Area Design Guidelines. The trash enclosures shall be depicted on the Design Review application.
14. The applicant shall show a turning template on the site plan verifying that trucks can safely ingress, egress, and successfully maneuver throughout the site.
15. Prior to the issuance of the building permit for the construction of the 7th multifamily unit, open space/play area shall be constructed and completed.
16. As recommended by the Parks and Recreation Commission on October 21, 2021, the following condition shall apply prior to the issuance of the 1st building permit:
 - Park-in-lieu fees in the amount of \$119,700 shall be paid to the City of Antioch to meet the Project's park land dedication obligation.

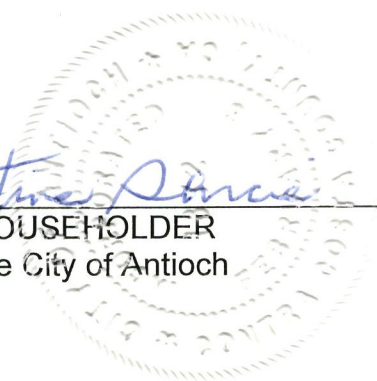
17. The final private park design shall be reviewed and approved by the Parks and Recreation Commission prior to the issuance of a building permit for the park.
18. The private park shall meet all the City's park design standards current at the time of park construction and shall include a color scheme soothing for children with visual sensitivities.
19. The developer shall disclose to each property owner in the development that the Contra Costa Water District property that borders the development contains hydrological improvements and related service structures which may be altered or expanded by the Water District.
20. All units shall have two covered and enclosed parking spaces in a garage. Up to 50% of the parking spaces may be tandem parking.
21. The project shall be built in conformance with the Su Property Design Guidelines, dated received by the Community Development Department on October 30, 2020, unless modified by the conditions of approval or the Planned Development Ordinance for the project. Major deviations from or modification to the Design Guidelines shall be approved by the Planning Commission. Minor deviations may be approved by the Zoning Administrator.
22. The landscaping plans shall be revised to use non-invasive, drought tolerant, native plants. The revisions shall be shown on the final landscaping plan submittal.
23. A Community Facilities District (CFD) for fire protection shall be required for this project. The developer shall enter into a Memorandum of Understanding with the Contra Costa County Fire Protection District regarding the establishment of the CFD or annexation of the property into an existing CFD.
24. The park shall be designed to be an all-abilities park.
25. The project shall provide speed humps/speed bumps at the entrance of the project. The design shall be reviewed and approved by the City Engineer prior to issuance of a building permit.

* * * * *

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

AYES: Council Members District 3 Ogorchock, District 4 Wilson and Mayor Pro Tem (District 2) Barbanica
NOES: Council Members District 1 Torres-Walker
ABSTAIN: None
ABSENT: None
RECUSED: Mayor Thorpe


ELIZABETH HOUSEHOLDER
City Clerk of the City of Antioch



CCP - Contra Costa Investor LLC

893 Corporate Way Fremont, CA 94539

January 30, 2023

Community Development Director
City of Antioch
200 H Street
Antioch, CA 94531

To Forrest Ebbs,

Re: Extension of Tentative Map on A.P.N. 041-022-003

We respectfully request that the above Tentative Map for 126 TH units approved on January 11, 2022 and expires on January 11, 2024 be extended. We are currently still waiting for the Certificates of Compliance to be issued. At this time the two parcels associated with the Certificates of Compliance cannot be legally identified as separate parcels.

If you have any questions or concerns please contact us.

Sincerely,

CCP – Contra Costa Investor LLC


Philip Su
Managing Member

1/31/23

CC: Rex Warren
CC: Manuel Prado


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Shaun Connelly, Water Distribution Superintendent

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

SUBJECT: First Amendment to the Agreement with C&J Favalora Trucking, Inc.
for the Fulton Yard Recycling Project

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Agreement with C&J Favalora Trucking, Inc. for the Fulton Yard Recycling Project in the amount of \$1,650,000 for a total amount of \$3,450,000 including up to a 20% contingency of the contract amount for a total contract amount of \$4,140,000; and
2. Authorizing the Acting City Manager or designee to execute the first amendment to the Agreement in a form approved by the City Attorney.

FISCAL IMPACTS

Adoption of this resolution will increase the contract amount by \$1,650,000 from \$1,800,000 to \$3,450,000. The fiscal year 2023/24 and fiscal year 2024/25 Operating Budgets include adequate funding within the Water and Sewer Enterprise Funds and the Streets Division Operating budget. Funding for the additional years of the Agreement will be requested as part of the City's biennial budget process. A twenty percent (20%) contingency amount to be allocated to each year of the agreement to cover inflationary costs for hauling services and for any unforeseen emergency work needed over the life of the Agreement for a total contract amount of \$4,140,000.

DISCUSSION

On May 23, 2023, the City Council awarded an agreement to C&J Favalora for the Fulton Shipyard Recycling in an amount not to exceed \$550,000 for fiscal year 2023/24, \$600,000 for fiscal year 2024/25 and \$650,000 for fiscal year 2025/26, with an option to extend for an additional two years. Additional services are needed to assist the Streets Division in hauling debris from their paving jobs and hauling hot mix asphalt to their job sites in the amount of \$250,000 for the entire 5 year of the agreement.

Utilizing contracted off-hauling services provides the most cost-effective method of removing debris associated with paving upgrades. These types of contracted services

allow the Public Works Department to provide a consistent level of maintenance to the City.

Staff recommends the approval of this first amendment to the agreement to ensure that maintenance services to the City's infrastructure are provided in a timely manner. In addition, Staff recommends that a twenty percent (20%) contingency amount be allocated to each year of the agreement to cover inflationary costs for hauling services for recycling, spoils, debris and hot asphalt mix and for any unforeseen emergency work needed over the life of the agreement.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
FIRST AMENDMENT TO THE AGREEMENT WITH C&J FAVALORA TRUCKING,
INC. FOR THE FULTON YARD RECYCLING PROJECT AND AUTHORIZING THE
ACTING CITY MANAGER TO EXECUTE THE AMENDMENT**

WHEREAS, on May 23, 2023, the City awarded an agreement to C&J Favalora for the Fulton Shipyard Recycling in an amount not to exceed \$550,000 for fiscal year 2023/24, \$600,000 for fiscal year 2024/25 and \$650,000 for fiscal year 2025/26, with an option to extend for an additional two years;

WHEREAS, additional services are needed to assist the Streets Division in hauling debris from their paving jobs and hauling hot mix asphalt to their job sites in the amount of \$250,000 for the entire 5 year of the agreement;

WHEREAS, utilizing contracted off-hauling services provides the most cost-effective method of removing debris associated with paving upgrades and allows the Public Works Department to provide a consistent level of maintenance to the City;

WHEREAS, continued increases in the volumes of concrete, asphalt and other recyclable debris have resulted in increased costs for debris separation and hauling; and include up to a 20% contingency of the contract amount for emergency hauling of recycling, hauling of spoils, debris and hot asphalt mix; and

WHEREAS, the City Council has considered approving the first amendment to the agreement with C&J Favalora Trucking, Inc. for the Fulton Yard Recycling Project in the amount of \$1,650,000 for a total amount of \$3,450,000; and include up to a 20% contingency of the contract amount for emergency hauling of recycling, hauling of spoils, debris and hot asphalt mix for a total contract amount of \$4,140,000.

RESOLUTION NO. 2023/**

August 22, 2023

Page 2

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

1. Approves the first amendment to the Agreement with C&J Favalora Trucking, Inc. for the Fulton Yard Recycling Project in the amount of \$1,650,000 for a total amount of \$3,450,000 including up to a 20% contingency of the contract amount for emergency hauling of recycling, hauling of spoils, debris and hot asphalt mix for a total contract amount of \$4,140,000 attached as Exhibit "1"; and
2. Authorizes the Acting City Manager or designee to execute the first amendment to the Agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"

AMENDMENT NO. 1 TO AGREEMENT WITH C & J FAVALORA TRUCKING, INC. FOR CONTRACTOR SERVICES FOR THE FULTON YARD RECYCLING PROJECT BID NO 968-0503-23A

THIS FIRST AMENDMENT TO THE AGREEMENT FOR THE FULTON YARD RECYCLING PROJECT Bid No. 968-0503-23A is entered into this 22nd day of August 2023, by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and C & J FAVALORA TRUCKING, INC., their address is 74 Cormorant Ct., Martinez, CA 94553 ("**Contractor**").

RECITALS

WHEREAS, on May 23, 2023, City and C & J Favalora Trucking, Inc., entered into an Agreement for Maintenance and Trade Services for the Fulton Yard Recycling Project ("**Agreement**") in the amount of \$1,800,000 per fiscal year, which is July 1, 2023 to June 30 of 2026, with an option to extend an additional 2 years ending June 30, 2028; and

WHEREAS, on August 22, 2023, the City Council approved an increase in the amount of \$1,400,00 for the optional 2-year extension of the contract, and an additional \$250,000 for additional services needed to assist the Streets Division in hauling debris from their paving jobs and hauling Hot Mix asphalt to their job sites; and

WHEREAS, on August 22, 2023, the City Council also approved a twenty percent (20%) contingency amount be allocated to each year of the agreement to cover inflationary costs for hauling services and for any unforeseen emergency work needed over the life of the Agreement.

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

1. **Section 1 "SERVICES" the paragraph shall be amended to read as follows:**
"Subject to the terms and conditions set forth in this Agreement, Contractor shall furnish skilled labor services including increased debris sorting/separating, hauling and disposal services, and construction expertise and to assist the Streets Division in hauling debris from their paving jobs and hauling Hot Mix asphalt to their job sites. The services described in the Bid Submittal contained in Exhibit A to the Agreement, and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."
2. **Section 2, "COMPENSATION" the paragraph shall be amended to read as follows:** The total compensation under this agreement shall not exceed Four Million One Hundred Forty Thousand Dollars (\$4,140,000) from August 22, 2023, to June 30, 2028. City hereby agrees to pay Contractor a sum of the following with a twenty percent (20%) contingency amount each year for any unforeseen emergency work:
 - a. August 22, 2023 to June 30, 2024: \$600,000;
 - b. July 1, 2024 to June 30, 2025: \$650,000;
 - c. July 1, 2025 to June 30, 2026: \$700,000;
 - d. July 1, 2026 to June 30, 2027: \$750,000; and
 - e. July 1, 2027 to June 30, 2028: \$750,000

A2

3. Section 3, "TERM" the paragraph shall be amended to read as follows:

The term of this First Amendment to the Agreement shall begin on the date first noted above and shall end on **JUNE 30, 2028**, and Contractor shall complete the work described in Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 11 of the Agreement. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 11 of the Agreement.

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

CITY OF ANTIOCH

C&J FAVALORA TRUCKING, INC.

Kwame P. Reed
Acting City Manager

Carol Favalora, President

Elizabeth Householder,
City Clerk of the City of Antioch

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

A4

EXHIBIT A

The Fulton Yard serves as a transitional holding ground for various recyclable and non-recyclable materials resulting from Public Works related projects. The original contracted work included operation of a backhoe or excavator to sort materials and off-haul the spoils to various locations.

Scope of Work: Regarding the separation of materials at the City's Fulton Yard, mobilization efforts, fuel costs, equipment usage, additional services are needed to assist the Streets Division in hauling debris from their paving jobs and hauling Hot Mix asphalt to their job sites increased. These additional services shall be billed at the hourly rate submitted in the RFB No. 968-0503-23A and as described below.

Continued increases in the manpower, time requirements, disposal mandates, and volumes of concrete, asphalt and other recyclable debris have resulted in increased costs for debris separation, handling, hauling and disposal.

Notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

Fulton Yard Recycle / Streets Hauling and Delivery	C&J Favalora Trucking Inc. Hauling Hourly Rate
FY 2023/24	\$150.00
FY 2024/25	\$160.00
FY 2025/26	\$175.00
Total:	\$485.00
Optional Two-Year Renewal:	
FY 2026/27	\$180.00
FY 2027/28	\$180.00
Total:	\$360.00
Grand Total:	\$845.00


AS

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Amendment to the Construction Agreement with Foundry Construction for the Maintenance Service Center Warehouse Improvements; P.W. 143-R

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to increase the construction agreement with Foundry Construction Co. ("Contractor") by \$53,466 for a total agreement amount of \$483,466 and extend the term of the agreement to December 31, 2023; and
2. Authorizing the Acting City Manager or designee to execute the amendment in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this action is included within the approved FY 2023/24 operating budgets within the Water and Collections Divisions. The amendment increases the agreement amount by \$53,466 from \$430,000 to a total contract amount of \$483,466.

DISCUSSION

On July 19, 2022, two (2) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Contractor in the amount of \$430,000. The bids were checked and found to be without errors or omissions.

This Project will consist of interior renovations to the City of Antioch's Maintenance Service Center Warehouse including construction of partitions and a mezzanine level, millwork, lighting, plumbing and water pollution control.

A notice to proceed was given to the Contractor on February 1, 2023, to begin construction. However, due to design modifications that were deemed necessary after construction started, staff issued a notice to stop work to address the necessary design modifications. Staff received a quote from the Contractor to address the following: additional concrete footings, doors, and hardware as well as subsequent material price

increases. In addition, staff recommends extending the term of the agreement to December 31, 2023, to complete all construction.

ATTACHMENTS

A: Resolution

B: Change Order and Quote

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE CONSTRUCTION AGREEMENT
WITH FOUNDRY CONSTRUCTION FOR THE
MAINTENANCE SERVICE CENTER WAREHOUSE IMPROVEMENTS
P.W. 143-R**

WHEREAS, on November 15, 2022, City Council awarded a construction agreement in the amount of \$430,000 to Foundry Construction ("Contractor") for the Maintenance Service Center Warehouse Project ("Project");

WHEREAS, a notice to proceed was given to the Contractor on February 1, 2023, to begin construction. However, due to design modifications that were deemed necessary after construction started, staff issued a notice to stop work to address the necessary design modifications;

WHEREAS, staff recommends accepting the change order from the Contractor to address the following modifications: additional concrete footings, doors, and hardware as well as subsequent material price increases; and

WHEREAS, in addition, staff also recommends extending the term of the agreement to December 31, 2023, to complete all construction.

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

1. Approves an amendment to increase the construction agreement with Foundry Construction Co. by \$53,466 for a total agreement amount of \$483,466 and extend the term of the agreement to December 31, 2023; and
2. Authorizes the Acting City Manager or designee to execute the amendment in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2023/**

August 22, 2023

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



Date: July 26, 2023

Owner: City of Antioch

Address: 1307 W. 4th Street
Antioch, CA 94509

Reference: Maintenance Service Center - Warehouse Improvements
Foundry Job #22-009
PCO #3, Revision 0

Foundry Construction hereby submits for review and approval: the cost and schedule impacts resulting from the changes to the scope of work as noted below.

A. Scope Summary: Cost to perform the work based on the latest 'Revision 3 / Conformed' plans dated 06.28.23

B. Cost Impact:

1. General Contractor Work

Costs

1.1	General Conditions	\$17,273
	OnSite: \$7,500 PM: \$5,800 Misc.: \$3,972.85	
1.2	Concrete	\$4,000
1.3	Metals	\$10,874
1.4	Millwork	\$750
1.5	Doors, Frame & Hardware	\$3,755
1.6	Drywall	\$5,810
1.7	Acoustical Ceiling	\$355
1.8	Flooring	\$0
1.9	Solid Surface	\$0
1.10	Plumbing	\$0
1.11	Mechanical	\$0
1.12	Electrical	\$5,350

SUBTOTAL: \$48,167.00

2.	Subcontractor Work @ 15.00%	\$0.00
3.	Insurance @ 1.00%	\$482.00
4.	Contractor Fees @ 10.00%	\$4,817.00

TOTAL SUM: \$53,466.00

C. Schedule Impact: 140 DAYS

D. Status of Work: Pending Owner's Direction: X

E. Action Required: Please sign and return one copy of this letter to our project office. If you have any questions regarding this change order quote, please feel free to contact me.

Approved by _____

Date _____

City of Antioch

Mauri Concrete Construction Co

5835-San Pablo Dam Rd

El Sobrante, CA 94803

510-541-5260

Estimate

Date	Estimate #
07/26/2023	1012

Name / Address
Antioch Maintenance Warehouse
Foundry Construction Attn: Alan Sau

Project

Description	Qty	Cost	Total
Saw-cut and excavate (2) 2-0 x 2-0 footings, off-haul dirt, and install new rebar	1	\$4,000.00	\$4,000.00
		Total	\$4,000.00

Customer Signature



METAL BUILDING COMPANY

(510) 635-0111 • FAX (510) 635-0626 • 9957 Medford Ave., Bldg. 14A, Oakland, CA 94603

July 11, 2023

Foundry Construction

66 Franklin St., Ste. 300
Oakland, CA 94607

Attention: Mr. Alan Sau
Subject: City of Antioch RO work **REV. 1**

Alan,

Thank you for giving us this opportunity to provide you with a quote for the following scope of work in Antioch. As there are some discrepancies between the drawings we were provided and the as-built construction, this quote shall govern. We propose:

- Supply and install (1) nominal 3'x7' door rough opening, using conventional pre-engineered steel building detailing. Material to be 16ga. galvanized cee sections. All connections to be clipped and machine bolted. Includes new beige j-trim at the exterior of the door RO only.
- Supply and install (1) 3'x7' HMD w/ frame, Hagar NRP hinges, Von Duprin 99 series (light duty) push-bar exit device interior trim w/ exterior pull and keyway; threshold, **LCN 4040XP closer, weatherstripping**. Excludes: closer, weatherstripping, lite panel(s), etc.. Leaf and frame finish will be prime-painted, for finish paint by others. Hardware finish will be brushed chrome. Any key-alike requirements to be by others, once we've installed the door and hardware.
- ~~- Supply and install (1) nominal 7'x4' window rough opening, using conventional pre-engineered steel building detailing. Material to be 16ga. galvanized cee sections. All connections to be clipped and machine bolted. Includes new beige j-trim at the exterior of the window RO only.~~
- ~~- Supply and install (1) IWC industrial window: 7'x4', bronze anodized nail-on fin frame, dual glazed clear glass, slider with insect screen.~~
- This quote does not include any engineering or shop/approval drawings.
- Excludes R/R of any existing doors.
- PW rates have been allowed for.

Our price for the above work only is:

\$10,874.00

Qualifications:

1. This proposal and quotation is subject to Metal Building Company's inspection of the site to verify the conditions under which the work will be performed.
2. Buyer shall provide temporary power, water and sanitary facilities.

Page 1 of 3

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B-3

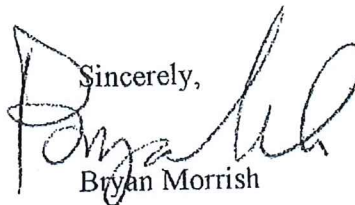
3. All work is guaranteed against defects in materials and workmanship for a period of one year from the date of installation. This warranty is in lieu of all other warranties, expressed or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Metal Building Company will examine and repair or replace any part of its work that is found to be defective. Metal Building Company will not be held responsible for special, incidental, or consequential damages, as well as damages to its work caused by other parties or for improper use of equipment by others.
4. Panel base connection to pavement is not warranted to be watertight if the building interior is at or below the exterior elevation of the pavement.
5. No bonding, specialty insurance or supplementation of our standard insurance coverage has been included in our price as quoted.
6. This work is quoted on the basis of straight time working hours, which are Monday through Friday between 7a.m. and 4p.m..
7. The quoted price includes all applicable sales tax and freight.
8. Architectural or site plans, permits, fees, tests or inspections are not included. Work or materials not specifically noted as included are excluded.
9. Electrical work, plumbing, painting, insulation, underlayment beneath roof or wall sheeting, temporary security or weather protection, field welding or supply of related materials, sitework, dissimilar metals isolation methods, firewalls/fire sprinklering, caulking or glazing, concrete work or grouting, anchor bolts or templates, touchup painting or cleaning of steel building components during or after erection, property survey, soils survey, building engineering, foundation engineering or shop drawings are excluded.

Standard Terms:

1. Quotations are valid for 20 days and must be reconfirmed thereafter.
2. This quote is based upon receipt of payments without retention being withheld unless stated and agreed to otherwise.
3. Invoices are due upon receipt. Payments received after 30 days from the invoice date will incur an interest charge of 1½% per month or portion thereafter.
4. Metal Building Company shall be entitled to compensation for all expenses including, but not limited to, materials and services expended, equipment usage, unreturnable and special order materials, fees, overhead and profit in the event that this contract is canceled or work is suspended.
5. Any collection costs, including legal, management, and clerical fees in any way associated with the collection, will be paid by the customer.
6. Our Customer may be added to our General Liability insurance policy as an additional insured, if required.
7. Terms of our guarantee require that an identifying nameplate be attached to each structure.
8. We typically schedule jobs on a 'first-in' basis following receipt of a properly executed contract, Preliminary Notice information sheet and down payment when required.

MBC

Thank you for your consideration of our proposal. Please feel free to call me directly should you have any questions or additional requirements.

Sincerely,

Bryan Morrish

Authorized Signature for \$10,874.00

Name (please print):

Title:

Date:

Metal Building Company is a division of Zivko Corporation, Inc., licensed in CA, contractor's state license number 421040. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar. Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

Page 3 of 3

**Change Order to Foundry
Construction Inc. from
Lopez Finish Carpentry LLC
(License No. 1040639)**

July 7, 2022

**Project: Antioch
Maintenance Warehouse
Improvements**

Attention:, Alan Sau-Project Manager

This Change Order sets forth the proposed terms of specific services ("**Services**") offered by Lopez Finish Carpentry LLC ("**LFC**") to Foundry Construction Inc. in connection with the project described above. The Services will be governed by a Subcontract Agreement between the parties dated July 7, 2022.

Any jobsite requirements shall be delivered in writing by Foundry Construction Inc. to LFC prior to commencement of Services. Such requirements may change the fees for Services.

Scope of Services:

Material storage due to job delays

Fees: LFC's proposed fees for Services are as set forth below:

Flat rate for Services:	\$750
-------------------------	-------

The proposed fee includes fee for Services and does not include any additional costs that may be necessary for performance of the Services.

Rate Sheet

Time and material hourly rate	\$150 + Material cost
Overtime hourly rate	\$195

Thank you for considering LFC for your installation services.

Heritage Doors & Glass

CHANGE ORDER REQUEST

TO : Foundry Const

DATE : July 19, 2023

CONTRACTOR JOB # :

ATTN: Alan

Heritage Doors Job # : 2269

JOB NAME: City of Antioch

This is our Change Order Request # : 1

Add for [2] pear wood doors stained
1 with a vp 5" x 36" kit and 1/4" glass
Factory prime all PG birch doors

Credit labor for door

Please sign and return when approved:

Date _____

Signature _____

Amount of Change Order :	Total (ADD)	<u>\$4,280.00</u>
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Amount of Change Order :	Total (DEDUCT)	<u>-\$525.00</u>
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TOTAL AMOUNT OF CHANGE ORDER:	TOTAL	<u>\$3,755.00</u>
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If you have any questions, please feel free to contact our office.

Sincerely,
HERITAGE DOORS & GLASS

Larry Silvestri

626 Commerce Ct.
Manteca, CA 95336
(209) 815-9999
fax (209) 923-4096



EXTRA WORK ORDER

#2057-1

Date: 07/08/23
To: Foundry Construction
Attn: Alan S
From: Doug Walker
Re:
Job: Maintenance Facility
Address: 1307 W 4th St, Antioch

WORK PERFORMED:

Changes to plans:

- Office, Restroom area 2' long – Added wall, joists, blocking, 3/4" plywood, drywall
- Added 6' of sheer wall
- 2' pf wall added to storage 107
- Print and mark up new plans

Total for changes: \$3,780.

Add for union labor increases effective 07/01/23: \$2,030.

TOTAL FOR BOTH = \$5,810.

6985 VIA DEL ORO UNIT A-5, SAN JOSE CA. 95119
(408) 972-0334 • FAX (408) 972-0219

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4060 Pike Lane, Suite A, Concord, CA 94520 • Office: 925.826-5250 Fax: 925.826-5405 • License No. 781556 •

July 26, 2023

Foundry Construction
Attn: Allen Sau

Reference: Antioch Maintenance
1307 w. Fourth Street
Antioch, CA. 94509

Subject: Change Order Request

There will be an **ADD** to our Contract per New Drawings / Revised Schedule ADD \$355.00

Inclusions:

- **ACT 1** - New Grid & Tile @ areas Highlighted Light Blue on OST below
- Grid- Armstrong Silhouette 9/16" slotted- 1/4" Reveal-White
- Tile- Armstrong # 1912 HRC Ultima -5/8"x 2'x2' Tegular – White
- Perimeter Trim- Armstrong Standard 7/8" Wall Angle - White
- Seismic Post - with standard splay wires screwed to deck above
- Wires- Standard 12-gauge wire screwed to deck above
- Provide Support Wires for recessed Lights- To be tied to fixture by others
- All work on straight time and in 1 phase in an unoccupied space.

Exclusions:

- Over time/ Shift time, Repair of grid or tile damaged by others, Punch List repairs, Off module light fixtures, Install projection screens or projectors, Bring existing ceilings to current code/ Demo of existing Ceilings, Supply or install 2" Wall Angle, Spreader Bars, Pop Rivets etc., Rotomhammering of any wires, expansion anchors bolts for seismic posts, Bid Bonds, Permits, Shop Drawings, Mock Ups, Support wires for exit signs, can lights, speakers, registers, or any other ceiling mounted devices

This proposal may be withdrawn by us if not accepted within 30 days
Please feel free to contact me if you have any questions. Cell 415-321-9286

Respectfully,

Robert Cosio

Robert Cosio
Estimator/ Project Manager



PROPOSAL: 222107-3
DATE: July 13, 2023
REVISED: July 25, 2023

Alan Sau
Foundry Construction, Inc.
66 Franklin Street
Suite 300
Oakland, CA 94607

EMAIL: asau@foundryconstructioninc.com

RE: Antioch Maintenance Warehouse (Delta 3) - 1307 W Fourth Street, Antioch, CA

PROPOSAL:

To complete the following extra electrical work for Antioch Maintenance Warehouse in Antioch per Delta 3 plans dated 06/28/23.

- 3 Double duplexes installed
- 2 Rings and pull strings installed with 3/4" EMT conduit stubbed 6" above grid
- 4 CAT-6 cables installed to one (1) new 40-block
- 2 Wall motion switches installed for Restrooms
- 24 CAT-6 cables terminated using RJ45 connectors

COST TO COMPLETE THE ABOVE WORK: \$5,350.00

We appreciate the opportunity to serve you.

SUBMITTED BY:

APPROVED BY:

David Bone
Estimator

Name:
Title:



Date: July 27, 2023

Project Name Antioch Maintenance Service Center - Warehouse Improvements

Foundry Job No. 22009

FOUNDRY CONSTRUCTION INC

66 FRANKLIN STREET

SUITE 300

OAKLAND, CA 94607

Change Order Log

[illegible]


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brandon Peters, GIS Coordinator

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

SUBJECT: Small Government Agreement with Environmental Systems Research Institute, Inc.

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a sole source request for consulting services with Environmental Systems Research, Inc.; and
2. Authorizing the Acting City Manager to execute a consulting services agreement with Environmental Systems Research, Inc. for GIS licensing, software, and integrations for Public Works, for a total amount not to exceed \$255,000.

FISCAL IMPACT

The fiscal year 2023/24 Operating Budget has adequate funds for these GIS services.

DISCUSSION

Staff is requesting City Council approve a sole source request with Environmental Systems Research, Inc. ("ESRI"). A sole source approval is requested as ESRI's proprietary software is the current mapping system utilized by the City and serves as the system of record throughout various City departments. These departments include Public Works, Community Development, and the Police Department. ESRI is the only vendor who can provide licensing and permanent use-rights for the City to use its software.

Staff is requesting the City Council to authorize the Acting City Manager to execute a consulting services agreement with ESRI, for a total amount not to exceed \$255,000. This agreement would enter the City into an enterprise agreement with ESRI based on a three-year term, and fixed annual costs of \$85,000 per fiscal year. The ESRI enterprise agreement incorporates permanent-use rights for software licensing, technical support, and all software updates. As a result, this agreement centralizes system management

and administration of our GIS, significantly reducing administrative and maintenance costs.

ATTACHMENTS

- A. Resolution
- B. Bid Submission

ATTACHMENT “A”

RESOLUTION NO. 2023/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A SOLE SOURCE REQUEST AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE AN AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. FOR AN ENTERPRISE LICENSING AGREEMENT

WHEREAS, a sole source approval is requested as Environmental Systems Research Institute, Inc.’s (“ESRI”) proprietary software is the current mapping system utilized by the City and serves as the system of record throughout various City departments including Public Works, Community Development and the Police Department;

WHEREAS, ESRI is the only vendor who can provide licensing and permanent use-rights for the agreement duration authorizing the City to use its software;

WHEREAS, these services will incorporate permanent-use rights for software licensing, technical support, and all software updates, and as a result, will centralize the system management and administration of our GIS, significantly reducing administrative and maintenance costs;

WHEREAS, the City Council has considered approving an agreement with ESRI, for a total amount not to exceed \$255,000 based on a three-year term, and fixed annual costs of \$85,000 per fiscal year; and

WHEREAS, the City Council has considered authorizing the Acting City Manager to execute the consulting services agreement with ESRI.

RESOLUTION NO. 2023/**

August 22, 2023

Page 2

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

1. Approves a sole source request for consulting services with Environmental Systems Research, Inc.; and
2. Authorizes the Acting City Manager to execute a consulting services agreement with Environmental Systems Research, Inc. for GIS licensing, software, and integrations for Public Works, for a total amount not to exceed \$255,000, 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 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



Environmental Systems Research Institute, Inc.
 380 New York St
 Redlands, CA 92373-8100
 Phone: (909) 793-2853
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Quotation # Q-489649

Date: July 18, 2023

Customer # 3243 Contract #

City of Antioch
 Public Works
 1201 W 4th St
 Antioch, CA 94509-1005

ATTENTION: Brandon Peters
 PHONE: (925) 779-7000 x4129
 EMAIL: bpeters@ci.antioch.ca.us

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/3/2023 To: 9/5/2023

Material	Qty	Term	Unit Price	Total
168180	1	Year 1	\$85,000.00	\$85,000.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
168180	1	Year 2	\$85,000.00	\$85,000.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
168180	1	Year 3	\$85,000.00	\$85,000.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
Subtotal:				\$255,000.00
Sales Tax:				\$0.00
Estimated Shipping and Handling (2 Day Delivery):				\$0.00
Contract Price Adjust:				\$0.00
Total:				\$255,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Corey Welsh	Email: cwelsh@esri.com	Phone: (916) 448-2412 x1736
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

Esri Use Only:

Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____



SMALL ENTERPRISE AGREEMENT COUNTY AND MUNICIPALITY GOVERNMENT (E214-4)

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions** (Single Use)

ArcGIS Desktop Advanced
 ArcGIS Desktop Standard
 ArcGIS Desktop Basic
 ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
 Schematics, ArcGIS Workflow Manager, ArcGIS Data
 Reviewer

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
 ArcGIS Monitor
 ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
 ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
 ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
 Workflow Manager, ArcGIS Data Reviewer

Enterprise Additional Capability Servers

ArcGIS Image Server

Developer Tools

ArcGIS Runtime Standard
 ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) Professional subscription to ArcGIS Developer
 Two (2) ArcGIS CityEngine Single Use Licenses
 500 ArcGIS Online Viewers
 500 ArcGIS Online Creators
 62,500 ArcGIS Online Service Credits
 500 ArcGIS Enterprise Creators
 7 ArcGIS Insights in ArcGIS Enterprise
 7 ArcGIS Insights in ArcGIS Online
 100 ArcGIS Location Sharing for ArcGIS Enterprise
 100 ArcGIS Location Sharing for ArcGIS Online
 5 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
 5 ArcGIS Utility Network User Type Extensions (Enterprise)
 5 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Maximum number of sets of backup media, if requested*	2
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

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

SUBJECT: First Amendment to the Agreement with Terracare Associates for Park Maintenance Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Agreement with Terracare Associates in the amount of \$207,972 for a total amount of \$4,517,771.25 for additional park maintenance services attached as Exhibit "1" to the Resolution; and
2. Authorizing the Acting City Manager or designee to execute the First Amendment in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will increase the contract amount by \$207,972, from \$4,309,799.25 to \$4,517,771.25. The fiscal year 2023/24 and fiscal year 2024/25 Operating Budgets include adequate funding within the SLLMD budget for East Lone Tree Way zone (10-1) and CFD 2018-01 Public Services.

DISCUSSION

The City entered into an agreement with Terracare Associates for the maintenance of all of the City's parks on April 1, 2021 with a termination date of June 30, 2024.

The City recently accepted two (2) new parks, Julpun and Bay Miwok Meadows in addition to one (1) park extension at Chaparral Park. This first amendment to the park's maintenance services agreement with Terracare Associates provides for the daily maintenance of these additional new parks. Some of the primary services include turf mowing, tree and shrub pruning, bathroom cleaning, parking lot opening and closing, and garbage disposal.

Staff recommends executing the first amendment to the agreement to ensure that the City's entire parks system continues to be maintained in a manner that is both safe and

aesthetically pleasing to the residents of Antioch.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH
TERRACARE ASSOCIATES FOR
PARK MAINTENANCE SERVICES**

WHEREAS, the City entered into an agreement with Terracare Associates for the maintenance of all of the City's parks on April 1, 2021 with a termination date of June 30, 2024;

WHEREAS, the City has recently accepted two (2) new parks, Julpun and Bay Miwok Meadows in addition to one (1) park extension at Chaparral Park;

WHEREAS, this first amendment to the park's maintenance services agreement with Terracare Associates provides for the daily maintenance of these additional new parks; and

WHEREAS, the City Council has considered approving the first amendment to the agreement to ensure that the City's entire parks system continues to be maintained in a manner that is both safe and aesthetically pleasing to the residents of Antioch.

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

1. Approves the first amendment to the Agreement with Terracare Associates in the amount of \$207,972 for a total amount of \$4,517,771.25 for additional park maintenance services attached as Exhibit "1"; and
2. Authorizes the Acting City Manager or designee to execute the First Amendment in a form approved by the City Attorney.

* * * * *

AI

RESOLUTION NO. 2023/xxx

August 22, 2023

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2

EXHIBIT "1"

FIRST AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH TERRACARE ASSOCIATES FOR PARK MAINTENANCE SERVICES BID NO. 988-0312-19E

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PARK MAINTENANCE SERVICES BID NO. 988-0312-19E is entered into as of this 22nd day of August 2023, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and Terracare Associates (Terracare), with its principal place of business at 921 Arnold Drive, Martinez, CA 94553 ("**Contractor**").

RECITALS

WHEREAS, on April 1, 2021, the City and Contractor entered into a Maintenance Services Agreement for parks maintenance services ("**Agreement**") in the amount not to exceed **\$4,309,799.25** for the original term of the agreement, ending on June 30, 2024;

WHEREAS, the Agreement provides for daily park maintenance services at all City Parks, as detailed in Exhibit "A" of the Agreement and the attachments thereto; and

WHEREAS, the City would like to expand park maintenance services at two (2) new parks Julpun and Bay Miwok Meadows, and one (1) park extension at Chaparral Park for an additional amount not to exceed **\$207,972** for the initial term of the Agreement, which shall include the same scope of services and schedule of services as detailed in Exhibit "A" of the Agreement and the attachments thereto.

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

1. Section 3.1.1 of the Agreement, "General Scope of Services" shall be amended, in its entirety, to read as follows:

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Park Maintenance Services at all City Parks and in addition at Julpun Park, Bay Miwok Meadows Park, and Chaparral Park extension** required necessary for the Project ("Services"). The Services are more particularly described in **Exhibit "A" to the First Amendment** attached hereto and incorporated herein by reference, and the attachments thereto. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Section 3.3.1 of the Agreement, "Compensation" shall be amended, in its entirety, to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$4,517,771.25**, without written approval of City's Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

- a. Julpun Park Landscape Maintenance Services per exiting contract: total annual cost One Hundred Twenty-Three Thousand Three Hundred Sixty Dollars, \$123,360.
- b. Bay Miwok Meadows Park Landscape Maintenance Services per existing contract: total annual cost Fifty-eight Thousand One Hundred Fifty-two Dollars, \$58,152.
- c. Chaparral Park Extension Landscape Maintenance Service per existing contract: total annual cost: Twenty-six Thousand Four Hundred Sixty Dollars, \$26,460.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. Exhibit "A" of the Agreement, "Scope of Services and Schedule of Services", shall be amended to include the additional park maintenance services at **Julpun Park, Bay Miwok Meadows Park and Chaparral Park extension**, as set forth in Exhibit A attached to this First Amendment and incorporated herein by reference.
4. The recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
5. This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
6. This First Amendment may be signed in counterparts, each of which shall constitute an original.
7. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT
WITH TARRACARE ASSOCIATES FOR
PARK MAINTENANCE SERVICES BID NO. 988-0312-19E**

CITY OF ANTIOCH

TERRACRE ASSOCIATES

By: _____
Kwame P. Reed
Acting City Manager

By: _____
Brian Helgoe, CEO

ATTEST:

Elizabeth Householder,
City Clerk of the City of Antioch

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A" TO FIRST AMENDMENT

Additions to Exhibit "A" Scope of Services and Schedule of Services of the Agreement

The Scope of Work and Schedule of Services shall include Julpun Park, Bay Miwok Meadows Park and Chaparral Park Extension as follows:

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>July 18, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>Julpun Park</u>
	<u>Antioch CA</u>		<u>Landscape Maintenance</u>
	<u>Carlos Zepeda</u>		

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Julpun Park. (entire park)

Landscape work inside the park boundaries as show on Planting Plan pages

L3.1 through L3.10 provide by City of Antioch and date 6-22-2021

Includes restroom facility services per existing contract.

Includes opening and closing gates.

Includes annual field renovations.

Total Annual Cost for all areas above..... \$123,360

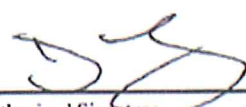
Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
	7/18/23
Authorized Signature	Date

Alc

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>November 21, 2022</u>
	<u>1201 W. 4th Street</u>	Project:	<u>Bay Miwok Meadows Park</u>
	<u>Antioch CA</u>		<u>Landscape Maintenance</u>
	<u>Carlos Zepeda</u>		

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Bay Miwok Meadows Park. (entire park)

Landscape work inside the park boundaries as show on Planting Plan pages

L4.02, L4.03, L4.04 provide by City of Antioch and date 11-22-2019

Total Annual Cost for all areas above..... \$58,152

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.

Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
<i>Carlos Zepeda</i>	<i>11/21/22</i>
Authorized Signature	Date

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u> <u>1201 W. 4th Street</u> <u>Antioch CA</u> <u>Carlos Zepeda</u>	Date:	<u>November 23, 2022</u>
		Project:	<u>Extension to Chaparrel Park</u> <u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Extension to Chaparrel Park (also identified on plans as Aviano Park Parcel 1)
Boundaries of this new work are shown on Planting Plan page L4.01 of
plans provide by City of Antioch and date 11-22-2019

Total Annual Cost for all areas above..... \$26,460

Going forward this will be added to Chaparrel Park in our existing contract.

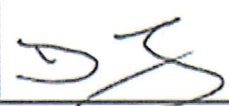
Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
	3/29/23
Authorized Signature	Date




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

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

SUBJECT: First Amendment to the Agreement with Terracare Associates for Landscape Maintenance Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the agreement with Terracare Associates for Landscape Maintenance Services in the amount of \$131,898 for a total amount of \$6,179,128 attached as Exhibit "1" to the Resolution; and
2. Authorizing the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will increase the contract amount by \$131,898 from \$6,047,230 to \$6,179,128. The fiscal year 2023/24 and fiscal year 2024/25 Operating Budgets include adequate funding within the SLLMD funds for Median and General Landscape, East Lone Tree Way zone (10-1) and within CFD 2018-01 Public Services.

DISCUSSION

The City entered into an agreement with Terracare Associates for the maintenance of all the City's landscaped medians, right of ways, and trails on August 1, 2021, with a termination date of June 30, 2024, and an option to extend two additional years. Some of the services included within this agreement are tree and shrub pruning, weed removal, litter abatement, irrigation scheduling and repairs, as well as other related landscape services.

The City recently accepted two (2) new development phases, one at Aviano and another at Park Ridge. This first amendment to the Maintenance Services Agreement with Terracare Associates provides for regular maintenance of these additional landscaped areas within the City's medians and right-of-way.

M

Agenda Item #

Staff recommends executing the first amendment to the Agreement to ensure that the City's landscaped right of ways, medians and trails continue to be maintained in a manner that is both safe and aesthetically pleasing to the residents of Antioch.

ATTACHMENTS

A. Resolution

ATTACHMENT “A”

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH
TERRACARE ASSOCIATES FOR
LANDSCAPE MAINTENANCE SERVICES**

WHEREAS, the City entered into an agreement with Terracare Associates for the maintenance of all the City’s landscaped medians, right of ways, and trails on August 1, 2021, with a termination date of June 30, 2024, and an option to extend two additional years;

WHEREAS, the City recently accepted two (2) new development phases, one at Aviano and another at Park Ridge;

WHEREAS, this first amendment to the Agreement with Terracare Associates for landscape maintenance services provides for regular maintenance of these additional landscaped areas within the City’s medians and right-of-way; and

WHEREAS, the City Council has considered approving the first amendment to the agreement with Terracare Associates to ensure that the City’s landscaped right of ways, medians and trails continue to be maintained in a manner that is both safe and aesthetically pleasing to the residents of Antioch.

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

1. Approves the first amendment to the agreement with Terracare Associates for Landscape Maintenance Services in the amount of \$131,898 for a total amount of \$6,179,128 attached as Exhibit “1”; and
2. Authorizes the Acting City Manager or designee to execute the first amendment in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2023/**

August 22, 2023

Page 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT “1”

FIRST AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH TERRACARE ASSOCIATES FOR LANDSCAPE MAINTENANCE SERVICES RFP NO. 988-0520-21A

THIS FIRST AMENDMENT TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES RFP NO. 988-0520-21A is entered into as of this 22nd day of August 2023, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch California 94509 (“**City**”) and Terracare Associates (Terracare), with its principal place of business at 921 Arnold Drive, Martinez, CA 94553 (“**Contractor**”).

RECITALS

WHEREAS, on June 23, 2021, the City and Contractor entered into a Maintenance Services Agreement for landscape maintenance services (“**Agreement**”) in the amount not to exceed **\$6,047,230** for the original term of the agreement, ending on June 30, 2024, with the option to extend an additional two years (FY 2024/2025 and FY 2025/2026); and

WHEREAS, the Agreement provides for daily landscape maintenance services throughout the City’s landscape medians, rights-of-way, and trails, as detailed in Exhibit “A” of the Agreement and the attachments thereto; and

WHEREAS, the City would like to expand landscape maintenance services at several locations as described in the attachment “Exhibit A” of this First Amendment within the medians and right-of-way for an additional amount not to exceed **\$258,444** for the initial term of the Agreement, which shall include the same scope of services and schedule of services as detailed in Exhibit “A” of the original Agreement and the attachments thereto;

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

1. Section 3.1.1 of the Agreement, “General Scope of Services” shall be amended, in its entirety, to read as follows:

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply professional **Landscape Maintenance through ought the City’s landscaped medians, right-of-way, and trails and in addition through ought the new areas described in “Attachment A” of this First Amendment** required necessary for the Project (“Services”). The Services are more particularly described in **Exhibit “A” to the First Amendment** attached hereto and incorporated herein by reference, and the attachments thereto. All Services

shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

2. Section 3.3.1 of the Agreement, “Compensation” shall be amended, in its entirety, to read as follows:

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “B” attached hereto and incorporated herein by reference. The total compensation shall not exceed **\$6,305,674** without written approval of City’s Deputy Public Works Director. The not to exceed compensation amount is further detailed as follows, and in the attachments to this Agreement:

- a. Country Hills Dr and South side Laurel Road ROW Landscape Maintenance Services per exiting contract: total annual cost Twelve Thousand Five hundred four, \$12,504.
- b. Laurel Road North Side ROW Landscape Maintenance Services per existing contract: total annual cost Four Thousand Seven Hundred Forty. \$4,740.
- c. L St near Claudia Ct median Landscape Maintenance Service per existing contract: total annual cost: Three Thousand One Hundred Twenty, \$3,120.
- d. Slatten Ranch Rd near Hillcrest Ave median Landscape Maintenance Service per existing contract: total annual cost: Two Thousand Five Hundred Twenty, \$2,520.
- e. A St and Lone Tree Wy at HWY 4 median Landscape Maintenance Service per existing contract: total annual cost: Four Thousand Two Hundred, \$4,200.
- f. Auto Center Dr, Somersville Rd, and San Jose Dr median Landscape Maintenance Service per existing contract: total annual cost: Eleven Thousand Four Hundred, \$11,400.
- g. Prewett Ranch Rd and Heidorn Ranch Rd median Landscape Maintenance Service per existing contract: total annual cost: Four Thousand Eighty, \$4,080.
- h. Country Hills Dr and Laurel Rd medians Landscape Maintenance Service per existing contract: total annual cost: Seven Thousand Seven Hundred Fifty-Two, \$7,752.
- i. Sand Creek Rd medians and hardscape Landscape Maintenance Service per existing contract: total annual cost: Eight Thousand Nine Hundred Seventy-Six, \$8,976.

j. Sand Creek Rd right-of-way and perimeters of basins Landscape Maintenance Services: total annual cost: Twenty-Six Thousand Eight Hundred Fifty-Six, \$26,856.

Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3. Exhibit "A" of the original Agreement, "Scope of Services and Schedule of Services", shall be amended to include the additional landscape maintenance services throughout the areas as described in the quotes as set forth in "Exhibit A" attached to this First Amendment and incorporated herein by reference.
4. The recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
5. This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
6. This First Amendment may be signed in counterparts, each of which shall constitute an original.
7. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[Signatures on following page]

**SIGNATURE PAGE
TO
FIRST AMENDMENT TO
CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT
WITH TARRACARE ASSOCIATES FOR
LANDSCAPE MAINTENANCE SERVICES BID NO. 988-0520-21A**

CITY OF ANTIOCH

TERRACRE ASSOCIATES

By: _____
Kwame P. Reed
Acting City Manager

By: _____
Brian Helgoe, CEO

ATTEST:

Elizabeth Householder,
City Clerk of the City of Antioch

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

EXHIBIT "A" TO FIRST AMENDMENT

Additions to Exhibit "A" Scope of Services and Schedule of Services of the Agreement

The Scope of Work and Schedule of Services shall include the following:

a.

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>July 20, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>ROW Streetscapes on</u>
	<u>Antioch CA</u>		<u>Country Hills & Laurel Rd.</u>
	<u>Bryan Pitts</u>		<u>ZONE 259-4591</u>
			<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

- I. Provide Landscape Maintenance Services per existing contract for the following locations:

-Streetscape on the East side of Country Hills Dr. from Laurel Rd. to 500' North of Carlow Way. Including only the area between curb and sidewalk.

-Streetscape on the West side of Country Hills Dr. from Laurel Rd. to 500' North of Carlow Way. Including only the area between curb and sidewalk.

-Streetscape on the south side of Laurel Road from Kirk lane to the Hwy 4 Entry Ramp. Including back of sidewalk to sound wall where there is sound wall, and back of sidewalk for approximately 8' where there is no sound wall.

Total Annual Cost for all areas above..... \$12,504

Customer acknowledges that Terracare Associates is not responsible for events beyond its control. Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To: City of Antioch
1201 W. 4th Street
Antioch CA
Bryan Pitts

Date: July 20, 2023

Project: CFD 2022-01 283-4503
Streetscape on N Side of Laurel Rd
Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Streetscape on the North side of Laurel Road from approximately 110' West of the "Trail Crossing" to the Hwy 4 Entry Ramp. Including back of sidewalk to sound wall where there is sound wall, and back of sidewalk for approximately 8' where there is no sound wall.

Total Annual Cost for all areas above..... \$4,740

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance

City of Antioch

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	City of Antioch	Date:	July 19, 2023
	1201 W. 4th Street	Project:	City of Antioch Median and
	Antioch CA		Streetscape on L Street
	Bryan Pitts		near Claudia Court
			Landscape Maintenance

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:
 - Median on L Street between the "L Street Freeway Exit Ramp" and Claudia Court.
 - Streetscape along the north side of the "L Street Freeway Exit Ramp" extending around the corner on L Street ending at Claudia Court.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$3,120

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
Authorized Signature	Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u> <u>1201 W. 4th Street</u> <u>Antioch CA</u> <u>Bryan Pitts</u>	Date:	<u>July 19, 2023</u>
		Project:	<u>City of Antioch Median and</u> <u>Streetscape on Slatten Ranch</u> <u>Road near Hillcrest Ave.</u> <u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

- I. Provide Landscape Maintenance Services per existing contract for the following locations:

- Median on Slatten Ranch Road from Hillcrest going east about 600'.
- Streetscape on South side of Slatten Ranch Rd. starting at Hillcrest Avenue going east about 600'.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$2,520

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>July 19, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>City of Antioch Medians at</u>
	<u>Antioch CA</u>		<u>Lone Tree</u>
	<u>Bryan Pitts</u>		<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-One median on "A" Street n/o HWY 4 and one medain on Lone Tree Way s/o of Hwy 4.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$4,200

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
Authorized Signature	Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u> <u>1201 W. 4th Street</u> <u>Antioch CA</u> <u>Bryan Pitts</u>	Date:	<u>July 19, 2023</u>
		Project:	<u>City of Antioch Medians and</u> <u>Streetscapes on Auto Center,</u> <u>Sommersville and San Jose</u> <u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-3 Median islands on Sommersville/Auto Center Drive starting from Delta Fair Blvd. going north to Mahogany Way. Including a small triangle at the southeast corner of the intersection of Auto Center Drive and Mahogany Way.
-Streetscape on the north side of San Jose Drive starting at the entrance to 2201 San Jose Drive going east to Vermont Lane.

Landscape Maintenance Services RFP 988-0520-21A.

Total Annual Cost for all areas above..... \$11,400

Customer acknowledges that Terracare Associates is not responsible for events beyond its control. Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	
Authorized Signature	Date

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To: <u>City of Antioch</u> <u>1201 W. 4th Street</u> <u>Antioch CA</u> <u>Bryan Pitts</u>	Date: <u>July 31, 2023</u> Project: <u>Medians 1002196</u> <u>Medians on Prewett Ranch Rd</u> <u>and Heidorn Ranch Rd</u> <u>Landscape Maintenance</u>
---	--

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:
 -Median on Prewett Ranch Rd from Heidorn Ranch Rd West to Alvar loop.
 and
 -Median on Heidorn Ranch Rd from Prewett Ranch Rd south to Cole Ranch Lane.

Total Annual Cost for all areas above..... \$4,080

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
 Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance
City of Antioch

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>July 20, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>Medians 1002196</u>
	<u>Antioch CA</u>		<u>on Country Hills Drive and</u>
	<u>Bryan Pitts</u>		<u>Laurel Road</u>
			<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:
 - Medians on Country Hills Dr. from Laurel Rd. to 300' South of Summit View Dr.
 - Medians on Laurel Road from Kirk lane to the Hwy 4 Entry ramp.

Total Annual Cost for all areas above..... \$7,752

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date

i.

Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>August 2, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>Medians and hardscape</u>
	<u>Antioch CA</u>		<u>on Sand Creek Road</u>
	<u>Bryan Pitts</u>		<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-Medians on Sand Creek Road per map provide by City.

Approximately 3100 linear feet of medians including 2 long medians adjacent to retention basins and one median adjacent to Dozier-Libbey Medical High School.

Total Annual Cost for all areas above..... \$8,976

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date



Terracare Associates

921 Arnold Drive * Martinez, CA 94553 * Phone (925)374-0060 * Fax (925)374-0065

Proposal & Agreement

To:	<u>City of Antioch</u>	Date:	<u>August 7, 2023</u>
	<u>1201 W. 4th Street</u>	Project:	<u>CFD 2018-01 Public Services.</u>
	<u>Antioch CA</u>		<u>ROW on Sand Creek Road</u>
	<u>Bryan Pitts</u>		<u>and Perimeters of Basins</u>
			<u>Landscape Maintenance</u>

We propose to furnish all labor, equipment and material to perform the following:

1. Provide Landscape Maintenance Services per existing contract for the following locations:

-ROWs on the south side of Sand Creek Road per map provide by City.
Approximately 2800 linear feet of streetscape adjacent to retention basins
and other property.

-Landscape and hardscape areas around the perimeter of retention basins
south of Sand Creek Road per map provided by City.

Total Annual Cost for all areas above..... \$26,856

Customer acknowledges that Terracare Associates is not responsible for events beyond its control.
Services shall be payable in full upon receipt of invoice. Quote valid for 60 days.

Respectfully Submitted,

Terracare Associates

Kris L. Dasso

Kris Dasso, Branch Manager

Acceptance	
City of Antioch	

Authorized Signature

Date

**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT
TERRACARE ASSOCIATES FOR
LANDSCAPE MAINTENANCE SERVICES**

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 23rd day of June, 2021 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Terracare Associates**, a CORPORATION with its principal place of business at 2800 East 18th Street, Antioch CA 94509 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **Landscape Maintenance 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 **Landscape Maintenance Services RFP 988-0520-21A** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Landscape Maintenance Services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term

The term of this Agreement shall be from **August 1, 2021 to June 30, 2024**, with the option to extend an additional two years (FY2024/2025 and FY 2025/2026), unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement. Please see "Schedule of Services" attached as Exhibit "B," for proposed schedule.

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 the **Deputy Public Works Director**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **David Mortensen**, 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 Payment and Performance Security

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.

3.2.13.5 Retention. From each City-approved payment request, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All retention shall be released and paid to Contractor within thirty-five (35) calendar days of the end of the Agreement term or any extensions thereto subject to the following conditions. The Contractor shall request that the City's Representative or designee inspect all maintenance areas within thirty (30) business days prior to the expiration of the term of the Agreement. The City's Representative or designee shall inspect the maintenance areas with the Contractor to determine if the maintenance areas are in conformance with the requirements under this Agreement. If any corrections of deficiencies in the work are needed, Contractor must complete all corrections by the end of the Agreement term and prior to release of retention by the City. Should any maintenance areas requiring correction following expiration of the Agreement term, the City may make arrangements to have the corrections completed at the Contractor's sole cost and expense. The cost to complete such corrections will be deducted from the retention held by the City, and the balance, if any and subject to any other authorized withholdings, will be released to the Contractor. 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 **Six Million, Forty Seven Thousand, Two Hundred Thirty Dollars (\$6,047,230.00)** without written approval of City's Deputy Public Works Director over the 5-year contract term. 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:

Terracare Associates
David Mortensen
2800 East 18th Street
Antioch CA 94509

City:

Public Works Department
Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall

be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND TERRACARE ASSOCIATES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 23rd day of June 2021.

CITY OF ANTIOCH

Approved By:

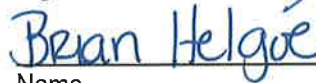


Rowland E. Bernal Jr.
City Manager

Terracare Associates




Signature



Name

ATTEST:

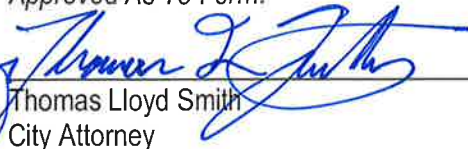


Elizabeth Householder
City Clerk



Title

Approved As To Form:



Thomas Lloyd Smith
City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

2021 Landscape Maintenance Services
Request for Proposals

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City of Antioch

SECTION 2

SCOPE OF SERVICES

2.1 WORK GUIDANCE

All work to be done by any Proposer selected to perform the work outlined in this RFP shall be guided by this RFP and the City's Landscape Construction details.

A complete, preliminary copy of the City's Maintenance Service Agreement for Landscape Maintenance Services is attached to this RFP as Appendix A. The contract shall bind selected proposer to perform work in accordance with this RFP.

2.2 DESCRIPTION OF WORK EXPECTATIONS

All Proposers accept and confirm by submission of a signed proposal in response to this RFP, that work to be performed by the selected Contractor is comprised of general horticultural maintenance, irrigation operation and maintenance, and cleanup of landscape areas owned by the City of Antioch, as further designated in this RFP. Proposers understand that requirements may vary by location and season depending upon the type of landscaping.

City's expectations from selected Proposer include, but are not limited to:

Workmanship: All materials and workmanship shall be of a quality that is equal or superior to any similar work considered by Landscape industry contractors to be best practice. All work completed by selected Contractor shall be subject to inspection prior to payment being authorized. All work shall be conducted in a manner that least interferes with operation and public usage of the landscaped facilities and adjacent streets and sidewalks.

Safety: All services, supplies and equipment must comply with the California Safety Division of Industrial Safety Orders and O.S.H.A. The Contractor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable regulations of the State Department of Industrial Regulations. The Contractor's employees shall wear O.S.H.A. approved safety vests at all times during contract work.

Hazards and Vandalism: Any hazards or acts of vandalism shall be reported immediately to the City's Contract Manager or designee and then followed up in writing. Hazards such as broken tree limbs, erosion, potholes in grounds, standing water, ropes tied to tree limbs, excavations and unsecured material (such as wood, wire, metal, etc.) shall be remedied by the Contractor after approval is obtained from the City's Contract Manager. Hazards which create life-threatening situations or potential for bodily harm shall be remedied immediately by the Contractor.

Response: Selected Contractor will be required to be able to respond to any location with no more than a ninety (90) minute delay in response time during a regularly scheduled workday. Weekends and Holidays, Contractor shall respond to any location with no more than a four (4)

hour delay in response time. A communications system shall be in place which provides the City ability to contact the Contractor in an emergency twenty-four (24) hours a day, seven days a week. Failure to adequately respond can result in immediate termination of the remainder of the contract.

City Policy: Selected Contractor shall be aware of, and shall comply with, City ordinances governing landscape maintenance work and traffic control regulations during work, as applicable to individual locations being maintained.

Equipment Experience: Selected Contractor shall have direct experience in the use of Rainmaster DX2 and DX3 controllers and their respective central systems. As well as Weather Trak, Leit, and Irratrol controllers. Experience shall include programming, troubleshooting, field operation and equipment installation. In the event the Contractor's staff is not experienced and City Property is damaged as a result of the Contractor's inability, the Contractor shall be responsible for repair or replacement. City may require demonstration of such experience during selection process of this RFP, as outlined in Section 5, Proposer Experience and Operations Plan.

2.3 WORK LOCATION/SITE CHANGES

All locations for work to be contracted are identified in maps attached to this RFP as Appendix B, Landscape Maintenance Area Maps. Additionally, locations are identified in Section 4.2 Street Lighting and Landscape District (SLLD) Landscape Maintenance Street Locations List

Proposers should note that the City does not currently have complete information regarding the irrigation and square footage of all landscape areas as referenced in this RFP. It is Proposer's responsibility to ensure that necessary site visits are made in order to collect adequate information to submit a Proposal that includes all maintenance as described in this RFP.

Proposers acknowledge that the City reserves the right to add, delete, or change locations under resulting contract for work, and may do so upon written notification to the Contractor. Any changes in contract scope of work that result in an increase or reduction in cost shall be adjusted based on negotiation between City and Contractor. City expects cost negotiations to be guided by Monthly Maintenance Price Schedule and/or Unscheduled (Extra) Work Unit Price Schedule as submitted in Section 4, Cost Schedule.

2.4 COMMENCEMENT OF WORK

Proposers acknowledge that submittal of proposals does not constitute any acceptance of work by the City. Additionally, the receipt of award of contract to any Proposer shall not constitute any authority to enter upon sites for work and begin landscape maintenance services. Work shall commence only upon formal execution of a contract between the City and Contractor, and a written notice to proceed from the City's Contract Manager to Contractor.

The City seeks to make selection of a Contractor and execute a contract for Landscape Maintenance Services by July 1, 2021. Proposers acknowledge that they are prepared to execute

a contract and begin prosecuting work within this time. Any proposer unable to meet this timeframe shall not be considered for award.

In the event the selected Contractor fails to adequately perform Landscape Maintenance Services to standards identified in this RFP and as appended to the executed contract, the City reserves the right to remove individual sites from the contract and/or terminate the contract. Additionally, the City reserves the right to enter into additional contracts for Landscape Maintenance Services should the selected Contractor not meet City standards.

2.5 TERM OF AGREEMENT

Any contract resulting from a submitted Proposal shall be a three (3) year contract starting July 1, 2021. If mutually agreeable to both parties, the resulting contract may be extended for an additional two (2) year term for a total of five (5) years. If agreed upon, this contract would then expire on June 30, 2026.

Failure of the Contractor to diligently execute the work as defined herein will be considered as grounds for termination of the contract.

Failure to provide an adequate work force to execute the scope of the contract shall be considered as grounds for termination of the contract.

The contract may be terminated by the City upon thirty (30) calendar days prior written notice addressed to the last known address of the Contractor. In the event of such termination, the Contractor shall be paid for all work successfully completed up to the effective date of such termination.

2.6 MONTHLY MAINTENANCE TASKS

Proposals shall include a bid for Monthly Maintenance Costs and a Total Maintenance cost for each location listed in Section 4, Cost Schedule. The Total Maintenance Cost shall assume a sixty (60) month term, extending from July 1, 2021, through June 30, 2026.

Each bid for Monthly Maintenance Costs shall include all equipment, labor, materials, and associated costs to perform monthly maintenance tasks to the specifications described in Section 4.4, Monthly Maintenance Items & Task Frequency. Each area listed in Section 4.3, Monthly Maintenance Price Schedule corresponds to the landscape maintenance areas as identified in Appendix C, Landscape Maintenance Area Maps. Proposers are encouraged to inspect in person each landscape section identified in the Appendix C, Landscape Maintenance Area Maps in order to adequately prepare a cost proposal.

Proposers acknowledge total bid grand total includes any and all inspection and management of the described sites for compliance with the standards as described in Section 4.4, Monthly Maintenance Items & Task Frequency.

2.7 UNSCHEDULED (EXTRA) WORK ITEMS

Proposers shall submit bid prices for each unscheduled (extra) work items listed in Section 4, Cost Schedule, as itemized and further described in Section 4.6, **Unscheduled (Extra) Work Unit Price Schedule**. Said prices shall include all materials, labor and equipment necessary to perform such unscheduled (extra) work items. The unit prices listed for unscheduled (extra) work items shall be in effect for the duration of any contract executed with the selected Contractor.

Proposers understand that not all possible unscheduled (extra) work items can be foreseen and provided line item, unit cost bid requests. As such, Proposers acknowledge that any work required outside of unscheduled (extra) work items in the Cost Schedule shall be negotiated between the City and Contractor in a written "not to exceed" estimate format.

The selected Contractor is expected to perform any and all unscheduled (extra) work upon request and/or approval from the City in a timely manner.

2.8 SUBCONTRACTORS

Proposers requiring the provision of additional services from subcontractors acknowledge that all proposed subcontractors shall adhere to the same standards of work as described in this RFP. Proposers further acknowledge that the selected Contractor shall be required to perform, with the Contractor's own organization and employees, not less than fifty percent (50%) of the value of all work conducted under executed contract.

Any Proposer submitting bids for work that includes the use of subcontractors shall additionally submit a filled out Section 5.4, **Designation of Subcontractors**.

2.9 ADDITIONAL CONTRACT PROVISION

Further special provisions guiding the execution of a contract for Landscape Maintenance Services are fully described in Appendix D, **Additional Contract Provisions**. The additional provisions as described in Appendix D include items such as Prevailing Wage, Payroll Records, Traffic Management, Regulations of Work, Payment, and other additional special provisions. Proposers' attention is directed to review of these Additional Contract Provisions, as they will be made part of the contract to be executed by the selected Contractor.

4.4 MONTHLY MAINTENANCE TASK ITEMS

Trees, Shrubs and Planting Area Maintenance:

a) Tree Pruning:

Pruning of city trees shall be performed as needed to: (1) raise the lower branches of trees above vehicle obstruction height 14 feet minimum wherever they overhang medians and roadways; (2) where they encroach onto walkways and paved areas 9 feet minimum; (3) to remove suckers, water sprouts, and other undesirable growth on trees; (4) to remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) to eliminate any visibility obstructions at corners or intersections, (6) to clear obstructions of traffic signals. On slopes/hills all lower tree limbs shall be raised to a 7 feet minimum from ground level.

All pruning shall be done by qualified professional personnel using the Western Chapter of the International Society of Arboriculture pruning standards, approved methods and techniques. Excessive pruning, stubbing back, or topping will not be permitted. All pruning cuts shall be made beyond, and close to, the branch collar ring. Trees shall be cleanly cut with no tearing of the bark. Trees shall be allowed to take their natural shape whenever possible. The Contractor shall provide replacement trees, at Contractor's expense, if trees are "topped" or if the Western Chapter of the International Society of Arboriculture pruning standards are not met. The replacement tree(s) shall be replaced in size and kind of the damaged tree unless otherwise directed by the City's Contract Manager.

The selected Contractor should understand that the City will reserve the right to contract separately for costs associated with tree pruning.

Contractor may be called upon to respond for emergency removal of any down limb(s) and/or tree from the landscape areas during regular business hours.

b) Shrub Pruning: The following shrubs shall be pruned one time per year as directed by the Contract Manager to a height of 6" above the base of the plant of the finished grade:

- Dietes
- Hemerocallis
- Pennisetum- Shall be pruned every February without direction.
- Salvia

Pruning of other shrubs shall be performed three times per year to shape, particularly to correct miss-shaping. Shrub pruning shall be included on the Draft/Initial Schedule of Duties as required in Section 5.8.

Pruning of shrubs shall be performed to: (1) raise the lower branches of shrubs above vehicle obstruction height wherever they overhang medians and roadways; (2) where they encroach onto the walkways and paved areas; (3) remove suckers, water sprouts, and other undesirable growth on shrubs; (4) remove all dead or damaged branches; and branches that are rubbing on walls and fences; (5) eliminate any visibility obstructions at corners or intersections.

Shrubs shall be pruned to insure proper growth and control. All pruning shall be done by qualified professional personnel using approved methods and techniques. Shrubs shall be cleanly cut with no tearing of the bark. Shrubs are to be allowed to take their natural shape whenever possible. The Contractor shall provide replacement shrubs, at Contractor's expense, if shrubs are damaged.

- c) **Tree Staking:** The Contractor shall maintain existing stakes, ties and protective devices providing replacements at all times during the entire contract term, on all young trees until such time as they are no longer needed for support. The Contractor shall remove the stakes at this time, at no additional cost. Special care shall be taken to avoid any damage to tree trunks or branches by ties and stakes. Staked trees shall be inspected as needed to prevent such damage. The Contractor shall replace any plant material damaged due to negligence and/or lack of proper inspection at the Contractor's cost.

Trees shall be tied to stakes using only two broad ties of flexible material unless the Contractor obtains prior approval by the City's Contract Manager to use an optional method.

- d) **Planting Area Fertilization:** Fertilizer shall be applied three (3) times per year in March, June and October. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the City's Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. Proposers shall include the annual fertilization schedule on the **Draft/Initial Schedule of Duties** as required in Section 5.8. City will provide all fertilizer. Contractor will provide the City an estimated quantity needed at least 30 days before application time and specify the intended spread rate based upon the product label.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall use tablets produced for this type of application and with the NPK values stated in this subsection "h".

The City's Contract Manager shall require fertilizer spread rate and product label prior to applications and may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application. Contractor shall insure that no fertilizer is spread onto non landscape areas. Fertilizer that lands on sidewalks, streets, gutters, or hardscapes shall be cleaned up immediately. At no time shall fertilizer be allowed to enter the City's storm drain system.

- e) **Weed Control:** The landscaped areas shall be kept free of weeds at all times during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with County, State and Federal Pesticide/Hazardous Chemical regulations.

Should damage to plants occur, the contractor shall replace those plants no cost to the City. Contractor shall provide the City a monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Groundcover and Vine Maintenance

- f) **Groundcover and Vine Pruning:** Groundcovers and vines shall be pruned one (1) time per year and shall be included on the Draft/Initial Schedule of Duties as required in Section 5.8.

Vines shall be pruned to within four (4) inches of the face and top of the sound wall, as directed by the Project Manager. Ground cover and vines shall be kept from growing onto or into trees.

Hypericum shall be mown one (1) time in February, to a height of three (3) inches. The mower shall be sharp; tearing or shredding of stems will not be allowed. Contractor shall replace damaged material at their cost.

- g) **Groundcover and Vine Edging:** Groundcovers and vines shall be edged two (2) times per month, along sidewalks, mow strips and edges between groundcover and other plant material types throughout the contract term. Proposers shall include a groundcover and vine edging schedule on the Draft/Initial Schedule of Duties as required in Section 5.8.

Vines shall be edged/pruned at the bottom of the soundwall to eliminate horizontal growth into planting areas, as directed by the City's Contract Manager. Extreme care shall be taken to protect vine bases and shrubs, replacement for vines or shrubs damaged due to contractor's activities shall be the Contractor's responsibility.

- h) **Groundcover and Vine Fertilization:** Fertilizer shall be applied three (3) times per year in March, June and September and shall be indicated on the Draft/Initial Schedule of Duties as required in Section 5.8. Fertilizer shall be homogenized time-release pellet type, containing 15% nitrogen 15% phosphorus, and 15% potassium by weight or as directed/approved by the City's Contract Manager. Each application shall be at a rate of four (4) pounds per one thousand (1,000) square feet. The Landscape Contractor shall provide an annual fertilization schedule to be approved by the City's Contract Manager. City will provide all fertilizer. Contractor will provide the City an estimated quantity needed at least 30 days before application time and specify the intended spread rate based upon the product label.

All fertilizers shall be watered into the soil within three days of applications. Where drips systems exist, the fertilizer shall be watered into the soil within three days of application, using a hose if necessary or water truck if necessary. The Contractor may use dissolvable fertilizer tablets deposited in the wye-filter with prior approval of the Contract Manager. The Contractor shall

use tablets produced for this type of application and with the NPK values stated in the above paragraph.

The City's Contract Manager may require the Contractor to deposit empty fertilizer bags at a predetermined location to verify composition and rate of application.

- i) **Weed Control:** The landscaped areas shall be kept free of weeds at all times during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with County, State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants no cost to the City. Contractor shall provide the City a monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

Grounds Maintenance:

Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of the work locations.

- j) **Litter Removal in Landscaped area:** Landscaped areas shall be kept free of all litter, i.e. paper, rubbish and debris, at a minimum of two times per month during the entire contract term. No debris shall be blown onto roadways or walkways.

In Mitigation areas, enclosures shall be considered planting areas and shall be kept free of litter at a minimum of one time per week. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

All mulch, bark and decomposed granite shall be kept within the planter area, and clean from walks and gutters.

Any hazardous material or unusual and/or unknown materials shall be reported to the City at 925-779-6950

- k) **Litter Removal in Concrete, Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of all litter, i.e. paper, rubbish and debris, as needed during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways.

- l) **Cuttings and Trimmings Removal:** All cuttings, trimmings and leaf debris shall be removed from the sites upon cutting or trimming, during the entire contract term. No debris or cuttings shall be blown onto roadways or walkways. All organic materials and debris collected during landscape maintenance activities (green waste), including grass clippings, leaves, and shrub and tree trimmings, shall not be sent to a landfill. Disposal Site – The City will provide to the contractor, a disposal site within twelve miles of work locations.

- m) **Weed Control in Concrete, Paved, Decomposed Granite & Rock Blanket areas:** Sidewalks, curbs, gutters, pavers, paved areas, decomposed granite (dg) and rock blanket areas adjacent or within the site shall be kept free of weeds at all times during the entire term of the contract. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City.

Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

In some cases, the area to be kept free of weeds is vacant land that may contain uneven ground and/or deleterious materials which requires chemical applications at the appropriate times to minimize difficult mechanical removal. The contractor shall be responsible for weed control or removal at all times.

- n) **Median(s) Weed Control:** The entire median(s) shall be kept free of weeds, nose to nose, curb to curb, including the planting areas and all hardscaped areas at all times during the entire contract term. Weeding may be done manually or by use of selective weed killers as recommended by a Pest Control Advisor. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If a chemical application is used it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. Contractor shall provide the City a copy of its monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract. Weeds which reach a height of 4 inches or more shall be manually removed or hand pulled. Chemical spraying shall not be permitted for weeds exceeding 4" in height. All weed debris shall be removed from the area.

- o) **Median(s) Litter Removal:** The entire median(s) shall be cleared of all litter, i.e. paper, rubbish and debris, two (2) time per month during the entire contract term, and kept clear of most litter at all times. Median(s) shall be swept and kept free of debris, rocks, glass, leaves, and signs. Any drainage inlets adjoining a landscaped median section shall be kept free of debris, rocks, glass, soils, and any deleterious materials that will impede water flow. No blowers shall be used to clean the median(s). All debris shall be removed from the area. No debris shall be blown onto roadways or walkways.

- p) **Weed abatement:** In lots or open spaces as specified and described in this contract. Contractor shall mow or weed eat all weeds to a height of four inches (4") or less one (1) time per year in conjunction with fence line clearing. Weed abatement shall occur during the month of May or as directed. All slash or weed material shall be removed. Tree wells shall be kept free of weeds at all times. The tree well shall be considered the drip line of the specific tree.

Weed abatement is required for projects that contain open space that is unimproved.

Fence lines shall be cleared of weeds one (1) time per year in conjunction with Weed Abatement. Weed removal may be done manually. Weed control may be done by use of selective weed killers as recommended by a Pest Control Advisor provided the weeds do not reach a height of 4" or greater. Extreme caution not to damage any other plants shall be observed when selective weed killers are used. If chemical application is used, it shall only be done in accordance with State and Federal Pesticide/Hazardous Chemical regulations. Should damage to plants occur, the contractor shall replace those plants at no cost to the City. All weed debris shall be disposed of at the Contractor's expense.

- q) **Fungus, Disease, Rodent and/or Insect Infestation Control:** It shall be the Contractor's responsibility to keep all landscape areas specified and described in this contract free of fungus, disease, rodents and/or insects at all times. Any pesticides used must be on the State Department of Agriculture's approved list. All pesticides used shall be recommended by a qualified Pest Control Advisor (PCA). The PCA may either be a sub-contractor consultant to the Contractor, or be on the Contractor's staff. If on Contractor's staff, proof of qualifications shall be provided for as detailed in Section 5.4, Employee/Staff Experience and Qualifications.

The Contractor shall meet all government agency requirements for storage, use, disposal and record keeping at all times. The contractor shall have all the current, valid permits and licenses legally required before any pesticides are used. The Contractor shall maintain pesticide labels and Material Safety Data Sheets (MSDS) for all chemicals used at the sites. Storage site inspections, MSDS, permits, and licenses shall be available for review at any time by the City. Contractor shall provide the City a copy of its monthly pesticide application use report by the 10th of each month for the previous month's herbicide applications, no exceptions. Failure to do so may lead to termination of contract.

The City's Contract Manager shall be notified 48 hours prior to the expected date of application of any pesticides. Pesticides must be brought to the work site in the original manufacturer's container and be properly labeled with guarantee analysis. All spraying shall be done with extreme care to avoid over spray and any hazard or damages to any person, pet or adjacent property area. The Contractor shall be responsible for restitution and/or repair of any hazard or damage.

In Mitigation areas, enclosures shall be considered planting areas. Mitigation/plant enclosures shall be maintained to protect plant material from rodent or animal damage, as per original

installation specifications. Where enclosures do not exist, maintained wells are considered to be a 3' diameter circle from the center point of the plant.

- r) **Irrigation Management and Repairs:** The selected Contractor will be solely responsible for the maintenance and proper operation of all irrigation systems as well as "minor" irrigation repairs from all lateral lines up to the top of the sprinkler head. Minor irrigation repairs include the following: adjustment of height and direction of irrigation heads, lateral line repairs, valve repairs, replacement of spray nozzles, washer, broken risers, solenoids and other small parts. Minor repairs shall be made as encountered by crews in the field or as directed by the City's Contract Manager or designee. Responsibility for minor repairs shall include, but not be limited to, all required maintenance and repairs due to vandalism, accidents, and "acts of God." Full compensation for irrigation maintenance, adjustments and minor repairs shall be considered as included in the **Monthly Maintenance Cost & Bid Grand Total** as required in **Section 4.3 Monthly Maintenance Price Schedule**. Monthly inspections shall be performed of all irrigation systems and the City's Contract Manager shall be notified within 24 hours of any and all irrigation problems. Repairs to correct irrigation problems shall be performed within 48 hours of notification/discover of irrigation problems. If repairs are not made within 48 hours, the City's Contract Manager may outsource the needed repairs and deduct the billable amount from the monthly billing for that landscaped section or assess Liquidated Damages and deduct from monthly invoice payment. All irrigation parts will be provided by the City to the Contractor. A material request list will be submitted to the City by the Contractor detailing the parts and quantities as well as the SLLD zone or median where the materials will be used. The City will provide an irrigation material requisition form in PDF to the Contractor for the purpose of any and all requests. Crews must use this form when requesting materials.

Major Unscheduled Irrigation Repairs

The selected Contractor shall be responsible for all "major" damage, repair, and extra work of all irrigation systems. Major repairs/extra work include but are not limited to the following: accidents, vandalism, mainline repairs, replacement of valves, height adjustment to valve boxes and quick couplers, and irrigation wire repairs. All costs for repair shall be invoiced based on unit costs for labor as provided in **Section 4.5 Unscheduled (Extra) Work Unit Price Scheduled**.

The selected Contractor shall adjust automatic controller programs at all times for seasonal water requirements. The Contractor shall keep all irrigation heads clean of flow impediments, and adjusted properly at all times. The Contractor shall monitor the irrigation system and advise the Contract Manager of needed repairs. Damages to plant material due to the Contractor's lack of performance in accordance with these specifications shall be the responsibility of the Contractor.

The Contractor shall keep all the controller enclosures free of debris and pests (slugs, ants, spiders, etc.) at all times. Any resultant damage due to the Contractor not meeting this specification will be the responsibility of the Contractor.

The City primarily operates a Rainmaster Laguna Oasis central irrigation system. This system is currently operable in a number of locations. Bidder shall verify locations during the proposal process.

All controllers and enclosures shall be serviced monthly which includes:

- All station test/system check
- Monitoring of systems to ensure station optimization
- Battery replacement (if needed)
- Cabinet clean up

The Contractor shall have sole responsibility for managing the irrigation of these sites as described in these special provisions.

At any time the City reserves the right to direct the contractor to operate any field unit Node and Dig in a standalone mode. The Contractor shall assume responsibility to operate and manage the irrigation system upon notification as described in these specifications.

The Contractor shall replace the batteries as needed and be compensated in accordance with the unit price as indicated in the bid. If the Contractor uses a non-rechargeable battery and causes damage to any controller the Contractor shall replace or repair the controller at the Contractor's expense.

s) Irrigation Testing and Programming

Irrigation programming shall be the responsibility of the Contractor and may be directed by the City's Contract Manager to maintain proper growth. Irrigation shall be applied at hours that will ensure traffic and access is not disturbed. Watering shall be controlled to prevent runoff, ponding, and overwatering.

The Contractor shall insure that irrigation system operations shall be performed according to City local water agency and district policies and ordinances. These policies may regulate day of week, frequency, and/or time of day watering. It is the Contractor's responsibility to water within these policies. Contractor shall perform a Monthly Irrigation Systems Check of all the irrigation systems maintained under this contract. At a minimum, a monthly irrigation system check consists of the following: Activate all remote-control valves, flush lines, repair of water line breaks and equipment malfunctions, adjustment or replacement of sprinkler heads and nozzles to ensure proper water delivery to landscaped areas.

Manual watering may be necessary to maintain a healthy landscape. Hoses, nozzles and sprinklers for manual watering shall be provided by the Contractor. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system shall be at the Contractor's expense. Manual watering which is necessary due to the Contractor's inability to repair the irrigation system due to situations outside of the Contractor's control may be considered extra work and compensation may be made on a time and material basis. The City reserves the right to make the determination of situations outside Contractor's control at City's sole discretion.

The Contractor shall be responsible to field monitor the water application and recommend irrigation program modifications to the Contract Manager. The Contractor shall be responsible for troubleshooting all field-related equipment problems, identifying field-related program problems, identifying program adjustments needed to meet responsible water applications parameters and for all field-related repair work.

t) Trail Maintenance

The selected contractor shall be solely responsible for the trail maintenance. Trim trees and shrubs twice a year. Weed control to be performed in landscape areas at all times. Weed Control in open spaces shall be once a year. Ground cover and vine pruning shall be one time a year. Weed control shall be five (5) feet on both sides of trail at all times. Irrigation repairs as directed.

EXHIBIT "B" **SCHEDULE OF SERVICES**

LANDSCAPE
MAINTENANCE SERVICES –
City of Antioch

**DRAFT/INITIAL
SCHEDULE OF
DUTIES**

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	1 – 251-4511 ROW	2 – 251-4512 ROW	3 – 251-4513 ROW	4 – 251-4514 ROW	5 – 252-4521 ROW	6 – 253-4531 ROW	7 – 254-4541 ROW
Trees, Shrubs, and Planting Area Maintenance:							
a. Tree pruning as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
b. Shrub pruning three times per year and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed
c. Tree staking as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
d. Planting area fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
e. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Groundcover and Vine Maintenance:							
f. Groundcover and vine pruning one time per year	April	April	April	April	April	April	May
g. Groundcover edging two times per month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
i. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Grounds Maintenance:							
j. Landscaped area litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
k. Litter removal in paved, DG, and rock blanket areas two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
l. Cuttings and trimmings removal daily as needed	Daily	Daily	Daily	Daily	Daily	Daily	Daily

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	1 - 251-4511 ROW	2 - 251-4512 ROW	3 - 251-4513 ROW	4 - 251-4514 ROW	5 - 252-4521 ROW	6 - 253-4531 ROW	7 - 254-4541 ROW
m. Weed control in paved, DG, and rock blanket areas at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
n. Median(s) weed control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
o. Median(s) litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
p. Weed abatement one time per	June	June	June	June	June	June	June
q. Fungus, disease, rodent, and/or insect infestation control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
r. Irrigation management at all times	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
s. Irrigation testing monthly and programming as needed	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
t. Irrigation main line repair and valve replacement as needed	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval
Trail Maintenance for trails within each SLD							
u. Trim Trees and Shrubs twice a year	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug
v. Weed Control in landscape areas at all times	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed
w. Weed Control in open spaces and trails one time per year	June	June	June	June	June	June	June
x. Ground cover and vine pruning one time per year	May	May	May	May	May	May	May
y. Weed Control five feet both sides of trail at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
z. Irrigation Repairs as needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	8 - 254-4542 ROW	9 - 254-4544 ROW	10 - 255-4551 ROW	11 - 256-4561 ROW	12 - 256-4562 ROW	13 - 256-4563 ROW	14 - 256-4564 ROW
Trees, Shrubs, and Planting Area Maintenance:							
a. Tree pruning as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
b. Shrub pruning three times per year and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed
c. Tree staking as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
d. Planting area fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
e. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Groundcover and Vine Maintenance:							
f. Groundcover and vine pruning one time per year	May	May	May	May	May	May	May
g. Groundcover edging two times per month	1st and 3rd week of each Month	1st and 3rd week of each Month	1st and 3rd week of each Month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
i. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Grounds Maintenance:							
j. Landscaped area litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
k. Litter removal in paved, DG, and rock blanket areas two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
l. Cuttings and trimmings removal daily as needed	Daily	Daily	Daily	Daily	Daily	Daily	Daily

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	8 - 254-4542 ROW	9 - 254-4544 ROW	10 - 255-4551 ROW	11 - 256-4561 ROW	12 - 256-4562 ROW	13 - 256-4563 ROW	14 - 256-4564 ROW
m. Weed control in paved, DG, and rock blanket areas at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
n. Median(s) weed control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
o. Median(s) litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
p. Weed abatement one time per	June	June	June	June	June	June	June
q. Fungus, disease, rodent, and/or insect infestation control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
r. Irrigation management at all times	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
s. Irrigation testing monthly and programming as needed	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
t. Irrigation main line repair and valve replacement as needed	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval
Trail Maintenance for trails within each SLLO							
u. Trim Trees and Shrubs twice a year	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug
v. Weed Control in landscape areas at all times	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed
w. Weed Control in open spaces and trails one time per year	June	June	June	June	June	June	June
x. Ground cover and vine pruning one time per year	May	May	May	May	May	May	May
y. Weed Control five feet both sides of trail at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
z. Irrigation Repairs as needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	15 - 256-4565 ROW	16 - 256-4566 ROW	17 - 256-4568 ROW	18 - 256-4569 ROW	19 - 256-4572 ROW	20 - 259-4591 ROW	21 - 1002196 (Medians)
Trees, Shrubs, and Planting Area Maintenance:							
a. Tree pruning as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
b. Shrub pruning three times per year and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed	March/June/Sept and as needed
c. Tree staking as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
d. Planting area fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
e. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Groundcover and Vine Maintenance:							
f. Groundcover and vine pruning one time per year	June	June	June	June	June	June	June
g. Groundcover edging two times per month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month	2nd and 4th week of each month
h. Groundcover and vine fertilization three times per year, March, June, and Oct.	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct	March/June/Oct
i. Weed control at all times	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed	Weekly and as needed
Grounds Maintenance:							
j. Landscaped area litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
k. Litter removal in paved, DG, and rock blanket areas two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
l. Cuttings and trimmings removal daily as needed	Daily	Daily	Daily	Daily	Daily	Daily	Daily

Antioch R.O.W. and Medians Task Frequency Planning Calendar

Task Frequency Sheet	15 - 256-4565 ROW	16 - 256-4566 ROW	17 - 256-4568 ROW	18 - 256-4569 ROW	19 - 256-4572 ROW	20 - 259-4591 ROW	21 - 1002196 (Medians)
m. Weed control in paved, DG, and rock blanket areas at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
n. Median(s) weed control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
o. Median(s) litter removal two times per month	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
p. Weed abatement one time per	June	June	June	June	June	June	June
q. Fungus, disease, rodent, and/or insect infestation control at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
r. Irrigation management at all times	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed	Bi-weekly and as needed
s. Irrigation testing monthly and programming as needed	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
t. Irrigation main line repair and valve replacement as needed	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval	Extra Work upon approval
Trail Maintenance for trails within each SLD							
u. Trim Trees and Shrubs twice a year	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug	May / Aug
v. Weed Control in landscape areas at all times	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed	Monthly and as needed
w. Weed Control in open spaces and trails one time per year	June	June	June	June	June	June	June
x. Ground cover and vine pruning one time per year	May	May	May	May	May	May	May
y. Weed Control five feet both sides of trail at all times	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed	Monthly as needed
z. Irrigation Repairs as needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

EXHIBIT "C"
COMPENSATION

LANDSCAPE
MAINTENANCE SERVICES -
City of Antioch

2021 Landscape Maintenance Services
Request for Proposals

MONTHLY MAINTENANCE
PRICE SCHEDULE

4.3 MONTHLY MAINTENANCE PRICE SCHEDULE (Required submittal form)

Area Location Name	Monthly Maintenance Cost	Total Five-Year Amount (x60 Months)
1. 251-4511 R.O.W.		
Base bid for the 5 year term of the contract	\$ 4,911.58 per month:	\$ 294,695
2. 251-4512 R.O.W.		
Base bid for the 5 year term of the contract	\$ 10,681.11 per month:	\$ 640,867
3. 251-4513 R.O.W.		
Base bid for the 5 year term of the contract	\$ 9,162.86 per month:	\$ 549,772
4. 251-4514 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,421.21 per month:	\$ 145,273
5. 251-4521 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,273.22 per month:	\$ 76,393
6. 253-4531 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,363.29 per month:	\$ 141,797
7. 254-4541		
Base bid for the 5 year term of the contract	\$ 8,056.90 per month:	\$ 483,414
8. 254-4542 R.O.W.		
Base bid for the 5 year term of the contract	\$ 8,005.46 per month:	\$ 480,328
9. 254-4544 R.O.W.		
Base bid for the 5 year term of the contract	\$ 8,566.35 per month:	\$ 519,981
10. 255-4551 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,396.73 per month:	\$ 83,774
11. 256-4561 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,274.43 per month:	\$ 136,466
12. 256-4562 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,268.83 per month:	\$ 76,130
13. 256-4563 R.O.W.		
Base bid for the 5 year term of the contract	\$ 1,466.86 per month:	\$ 88,011
14. 256-4564 R.O.W.		
Base bid for the 5 year term of the contract	\$ 5,152.26 per month:	\$ 309,136
15. 256-4565 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,381.42 per month:	\$ 142,885
16. 256-4566 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,242.69 per month:	\$ 134,562
17. 256-4568 R.O.W.		
Base bid for the 5 year term of the contract	\$ 4,070.43 per month:	\$ 244,226
18. 256-4569 R.O.W.		
Base bid for the 5 year term of the contract	\$ 5,381.45 per month:	\$ 322,887
19. 256-4572 R.O.W.		
Base bid for the 5 year term of the contract	\$ 2,581.23 per month:	\$ 154,874
20. 259-4591 R.O.W.		
Base bid for the 5 year term of the contract	\$ 3,357.92 per month:	\$ 201,475
21. 1002196 Medians		
Base bid for the 5 year term of the contract	\$ 5,338.10 per month:	\$ 320,286
Unscheduled (extra) Work for 5 year term: Include in bid grand total.		\$ 500,000
Proposal Grand Total		\$ 6,047,230

**UNSCHEDULED
(EXTRA) WORK UNIT
PRICE SCHEDULE**

4.6 UNSCHEDULED (EXTRA) WORK UNIT PRICE SCHEDULE (Required submittal form)

Further description of items on following pages.

#	Description	Unit	Unit \$
1	Maintain additional shrub/ground cover area per month.	1 sq ft	\$ 0.16
2	Lead person on call labor as required for unscheduled work.	1 hr	\$ 65.00
3	Crewmember labor as required for unscheduled extra work.	1 hr	\$ 48.00
4	Fifteen-gallon tree replacement.	1 ea	\$ 175.00
5	Five-gallon tree replacement.	1 ea	\$ 50.00
6	Five-gallon shrub replacement.	1 ea	\$ 40.00
7	One-gallon shrub/ground cover/vine replacement.	1 ea	\$ 25.00
8	One flat ground cover (64 plant count or greater).	1 ea	\$ 80.00
9	Sod	1 sq ft	\$ 1.50
10	Install Shredded bark mulch.	1 cy	\$ 95.00
11	Decomposed Granite.	1 cy	\$ 155.00
12	2, 2" X 8' Lodgepole tree stakes with 2 cinch ties.	1 set	\$ 35.00
13	1, 3" X 8' Lodgepole tree stakes with 2 cinch ties.	1 ea	\$ 47.00
14	2 tree ties.	1 pair	\$ 30.00
15	Cost per hour for on-call tree pruning services	1 hr	\$ 110.00
16	Irrigation Technician	1 hr	\$ 75.00

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:

 X Bid Bond
____ Performance Bond or ____ Retention Bond
____ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price, unless described in request for Proposal. 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.

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

BUSINESS NO.
3009761

BUSINESS

ANTIOCH
CALIFORNIA

LICENSE

TYPE OF BUSINESS
OG

2800 E 18TH ST
ANTIOCH, CA 94509-8517

Date of Expiration: 04/30/2022

BUSINESS NAME
ATTN:
MAILING
ADDRESS

TERRACARE ASSOCIATES

921 ARNOLD DR
MARTINEZ, CA 94553-4102

NON TRANSFERABLE POST IN A CONSPICUOUS PLACE

THIS LICENSE IS ISSUED WITHOUT VERIFICATION
THAT THE LICENSEE IS SUBJECT TO OR EXEMPT
FROM LICENSING BY THE STATE OF CALIFORNIA.

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT INKES UNDER UV LIGHT

KEEP FOR YOUR RECORDS
BUSINESS TAX RECEIPT

License No. 3009761

OG	\$127.50
SB1186	\$4.00
TOTAL	\$131.50

FINANCE DEPT. 3RD & H
STREET, ANTIOCH, CA
94509-0504




STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Andrew Little, Consulting Senior Engineer

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

SUBJECT: Resolution to Accept the Conveyance of Two Grants of Easements to the City of Antioch for the Deer Valley Estates Subdivision 9518 (Meritage Homes of California); PW 681-2

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution to accept the conveyance of two Grants of Easements for the Deer Valley Estates Subdivision 9518 from Kaiser Foundation Hospitals.

FISCAL IMPACT

There is no projected financial impact. All fees associated with acquiring easements and staff costs to process the required documents are paid by the Developer.

DISCUSSION

On August 10, 2021, the City Council adopted a resolution approving a Vesting Tentative Map, Final Development Plan, Use Permit and Design Review for development of a 121-unit single family residential community on approximately 37.56 acres. The project site is located at 6100 Deer Valley Road (APN's 055-071-026 and 057-022-013).

On February 14, 2023, the City Council adopted a resolution approving the Improvement Plans, Final Map and Subdivision Improvement Agreement for Deer Valley Estates Subdivision.

The project is near completion and in order for the City to accept ownership, perform infrastructure maintenance, and to finalize installation of improvements, it is necessary for Kaiser Foundation Hospitals to convey two easements (three easement areas in total) to the City of Antioch.

ATTACHMENTS

- A. Resolution
- B. Grant of Storm Drain Easement Package
- C. Grant of Public Utility Easement Package

ATTACHMENT "A"

RESOLUTION NO. 2023/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO ACCEPT THE CONVEYANCE OF TWO GRANTS OF EASEMENTS TO
THE CITY OF ANTIOCH FOR THE
DEER VALLEY ESTATES SUBDIVISION 9518
P.W. 681-2

WHEREAS, on August 10, 2021, the City Council adopted a resolution Vesting Tentative Map, Final Development Plan, Use Permit and Design Review for the Deer Valley Estates Subdivision 9518 project;

WHEREAS, on February 14, 2023, the City Council adopted a resolution approving the Improvement Plans, Final Map and Subdivision Improvement Agreement for Deer Valley Estates;

WHEREAS, the City Attorney has reviewed the Grants of Easements and determined that is appropriate for the City to accept the Grants of Easements; and

WHEREAS, the City Council is requested to accept the conveyance of two Grants of Easements for the Deer Valley Estates Subdivision from the Kaiser of Foundation Hospitals.

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

1. Approves and accepts the conveyance of Grant of Storm Drain Easements from Kaiser Foundation Hospitals to the City of Antioch upon a portion of the Lands of Kaiser Foundation Hospitals as described in Grant Deed recorded April 4, 1995, as Document Number 95-052857 of the Contra Costa County Records;
2. Approves and accepts the conveyance of Grant of Public Utility Easement from Kaiser Foundation Hospitals to the City of Antioch upon a portion of the Lands of Kaiser Foundation Hospitals as described in Grant Deed recorded April 4, 1995, as Document Number 95-052857 of the Contra Costa County Records; and
3. Authorizes the Acting City Manager, or designee to sign the Certificates of Acceptance for said Grant of Easements in the forms attached to this Resolution.

* * * * *

Al

RESOLUTION NO. 2023/**

August 22, 2023

Page 2 of 2

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

City of Antioch
Engineering Division
200 H Street
Antioch, California 94509

MAIL TAX STATEMENTS TO:

SAME AS ABOVE

(Space Above for Recorder's Use Only)

The undersigned grantor declares the
Documentary Transfer Tax is \$ ZERO and City
Tax is \$ ZERO

Exempt from filing fees per Government Code
§§ 27383 and 6103

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged,

KAISER FOUNDATION HOSPITALS, a California non-profit public benefit corporation ("Grantor"), hereby grants and conveys to the CITY OF ANTIOCH, a municipal corporation organized and existing under the laws of the State of California ("Grantee" or "City"), a permanent and perpetual non-exclusive easement and right-of-way (collectively, the "Easement") for the placing, construction, installation, inspection, maintenance, repair, relocation, replacement, removal, modification and operation of drainage facilities and all related connections and appurtenances (collectively, the "Facilities") in, over, under, along, upon, through, and across that certain real property in the City of Antioch, County of Contra Costa, State of California ("Easement Tract"), described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith.

Grantee's rights, without Grantee paying compensation to Grantor, shall include, without limitation, the right to alter surface elevations, clear and remove trees, undergrowth, and shrubbery from within the Easement Tract (except as may be expressly provided herein), and bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

Grantee, its successors and assigns, and its agents, employees, contractors, workmen, representatives, and any other party engaged on behalf of Grantee shall have, and are hereby granted, the right of ingress and egress over the Easement Tract and that portion of the servient

estate as is reasonably necessary to and for the limited purpose of accessing the Easement Tract for the purposes herein granted.

Improvements may be placed on the Easement Tract which are compatible with the use of the Easement and Facilities; provided, however, if Grantor constructs, places, installs, or permits any construction, placement, or installation, including alteration of the surface elevation, that impairs, obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee, at its election, shall have the right, after providing Grantor with reasonable notice and opportunity to cure, to prevent the installation of or remove such obstructions from the Easement Tract, or require Grantor to remove or relocate such obstructions, at Grantor's sole cost and expense.

If Grantor commences or permits any work within or in connection with the Easement Tract, Grantor will, at all times after doing any such work, restore the Facilities, as nearly as reasonably practicable, to substantially the condition prior to the undertaking of such work.

The Easement, rights, and privileges granted herein are non-exclusive and the Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.

Grantee, without notice or consent of Grantor, may assign this Easement to any other political subdivision.

The parties understand and agree there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this Easement to the Grantee for the purposes as described herein. If such condition does exist, Grantor agrees to obtain an acknowledgment subordinating any such lien or encumbrance to the Easement granted herein.

The Easement, rights, and privileges herein granted shall be subject to all valid and subsisting recorded encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements. The provisions of this Easement shall run with the land and inure to the benefit of and bind the successors, assigns, heirs, and representatives of Grantor and Grantee.

Executed as of 7/25, 2023.

KAISER FOUNDATION HOSPITALS,
a California non-profit public benefit corporation

By: Ethan M. Sullivan
Name: Ethan M. Sullivan
Title: Interim Vice President Real Estate

ACKNOWLEDGMENT

State of California

County of ALAMEDA

§
§

On 7/25/23, before me, LYNN MARIE TILTON, a Notary Public, personally appeared Ethan M. Sullivan 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 Lynn Marie Tilton (Seal)



CERTIFICATE OF ACCEPTANCE

The undersigned, being the duly appointed agent of the **CITY OF ANTIOCH**, a municipal corporation organized and existing under the laws of the State of California (the "City"), pursuant to Resolution No. _____, does hereby accept on behalf of the City, the grant of all interests in real estate for the purposes described in the attached Grant of Easement from Kaiser Foundation Hospitals, a California non-profit public benefit corporation, dated _____, 2023, and the City consents to the recordation of the attached Grant of Easement by the duly authorized officer of the City.

DATED: _____

CITY OF ANTIOCH

By: _____
[Name, Title]

(SEAL)

ACKNOWLEDGMENT

State of California §
County of _____ §

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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 _____ (Seal)

EXHIBIT A

Easement Tract

[to be attached]

NOVEMBER 7, 2022
JOB NO. 2689-020

**EXHIBIT A
LEGAL DESCRIPTION
STORM DRAIN EASEMENTS**

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

BEING A PORTION OF THE LANDS OF KAISER FOUNDATION HOSPITALS AS DESCRIBED IN THAT GRANT DEED RECORDED APRIL 4, 1995 AS DOCUMENT NUMBER 95-052857 OF CONTRA COSTA COUNTY RECORDS, AND FURTHER BEING A PORTION OF PARCEL C, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON "PARCEL MAP SUBDIVISION MS 4-94" RECORDED JANUARY 30, 2001 AND FILED IN BOOK 180 OF PARCEL MAPS, AT PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY;

CONSISTING OF TWO (2) EASEMENT AREAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SDE 1

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LANDS OF KAISER, SAID POINT BEING THE NORTHEAST CORNER OF THE PUBLIC RIGHT OF WAY KNOWN AS WELLNESS WAY AS DESCRIBED IN THAT GRANT DEED TO THE CITY OF ANTIOCH RECORDED JUNE 15, 2009 AS DOCUMENT NUMBER 2009-0138653 OF CONTRA COSTA COUNTY RECORDS;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTH LINE OF THE LANDS OF KAISER, SOUTH 89°28'39" EAST, 100.80 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTH LINE, SOUTH 89°28'39" EAST, 10.00 FEET;

THENCE, LEAVING SAID NORTH LINE, SOUTH 00°31'21" WEST, 14.77 FEET;

THENCE, NORTH 89°31'15" WEST, 10.00 FEET;

THENCE, NORTH 00°31'21" EAST, 14.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 148 SQUARE FEET OF LAND, MORE OR LESS.

SDE 2

COMMENCING AT A POINT ON THE NORTH LINE OF SAID LANDS OF KAISER, SAID POINT BEING THE NORTHEAST CORNER OF THE PUBLIC RIGHT OF WAY KNOWN AS WELLNESS WAY AS DESCRIBED IN THAT GRANT DEED TO THE CITY OF ANTIOCH RECORDED JUNE 15, 2009 AS DOCUMENT NUMBER 2009-0138653 OF CONTRA COSTA COUNTY RECORDS;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTH LINE OF THE LANDS OF KAISER, SOUTH 89°28'39" EAST, 162.15 FEET TO THE **POINT OF BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTH LINE, SOUTH 89°28'39" EAST, 10.00 FEET;

THENCE, LEAVING SAID NORTH LINE, SOUTH 02°52'01" EAST, 14.75 FEET;

THENCE, NORTH 89°31'15" WEST, 10.02 FEET;

THENCE, NORTH 02°48'06" WEST, 14.76 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 148 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION

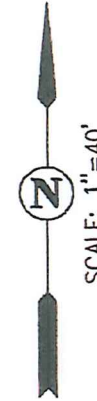


MA 1/25/2023
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

PARCEL A
139 PM 30

WELLNESS WAY
(2009-138653)

KAISER FOUNDATION HOSPITALS
(1995-052857)



LINE TABLE		
NO	BEARING	LENGTH
L1	S89°28'39"E	10.00'
L2	S00°31'21"W	14.77'
L3	N89°31'15"W	10.00'
L4	N00°31'21"E	14.78'
L5	S89°28'39"E	10.00'
L6	S02°52'01"E	14.75'
L7	N89°31'15"W	10.02'
L8	N02°48'06"W	14.76'

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
SDE STORM DRAIN EASEMENT
SF SQUARE FEET

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

STORM DRAIN EASEMENT (SDE)
LANDS OF KAISER FOUNDATION HOSPITALS (95-052587)
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

NOVEMBER 7, 2022



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

SAN RAMON (925) 866-0322
ROSEVILLE (916) 788-4456
WWW.CBANDG.COM

ATTACHMENT "C"

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

City of Antioch
Engineering Division
200 H Street
Antioch, California 94509

(Space Above for Recorder's Use Only)

MAIL TAX STATEMENTS TO:

The undersigned grantor declares the
Documentary Transfer Tax is \$ ZERO and City
Tax is \$ ZERO

SAME AS ABOVE

Exempt from filing fees per Government Code
§§ 27383 and 6103

GRANT OF EASEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged,

KAISER FOUNDATION HOSPITALS, a California non-profit public benefit corporation ("Grantor"), hereby grants and conveys to the CITY OF ANTIOCH, a municipal corporation organized and existing under the laws of the State of California ("Grantee" or "City"), a permanent and perpetual non-exclusive easement and right-of-way (collectively, the "Easement") for the placing, construction, installation, putting down, taking up, relaying, connecting, maintenance, inspection, repair, relocation, replacement, removal, modification and operation of systems for electricity and power distribution; natural gas; phone, fiber, and cable communications; water; sanitary sewer; drainage; and all other utilities serving the public, and all necessary facilities, equipment, and appurtenances (collectively, the "Facilities") in, over, under, along, upon, through, and across that certain real property in the City of Antioch, County of Contra Costa, State of California ("Easement Tract"), described as:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Grantee may lay, construct, install, maintain, repair, relocate, replace, remove, modify and operate the Facilities across, along, under, over, upon and through the Easement Tract, and may enter upon the Easement Tract to engage in all activities as may be necessary, requisite, convenient, or appropriate in connection therewith.

Grantee's rights, without Grantee paying compensation to Grantor, shall include, without limitation, the right to alter surface elevations, clear and remove trees, undergrowth, and shrubbery from within the Easement Tract (except as may be expressly provided herein), and bring and operate such equipment on the Easement Tract as may be necessary, requisite, convenient, or appropriate to effectuate the purposes for which the Easement is granted.

Grantee, its successors and assigns, and its agents, employees, contractors, workmen, representatives, and any other party engaged on behalf of Grantee shall have, and are hereby

granted, the right of ingress and egress over the Easement Tract and that portion of the servient estate as is reasonably necessary to and for the limited purpose of accessing the Easement Tract for the purposes herein granted.

Grantee, Grantor, and their successors or assigns shall observe and exercise all applicable notification laws per California Government Code Section 4216, et seq. ("Call Before You Dig") when working in the Easement Tract. To the extent applicable, Grantee, Grantor, and their successors or assigns shall observe all safety codes, regulations, and laws which apply to working along, within, and/or near the Easement Tract and Facilities during construction activities and to maintain safe clearance from the Facilities.

Improvements may be placed on the Easement Tract which are compatible with the use of the Easement and Facilities; provided, however, if Grantor constructs, places, installs, or permits any construction, placement, or installation, including alteration of the surface elevation, that impairs, obstructs, restricts, or interferes with Grantee's full and complete use and enjoyment of the Easement for the purposes set forth herein, Grantee, at its election, shall have the right, after providing Grantor with reasonable notice and opportunity to cure, to prevent the installation of or remove such obstructions from the Easement Tract, or require Grantor to remove or relocate such obstructions, at Grantor's sole cost and expense.

If Grantor commences or permits any work within or in connection with the Easement Tract, Grantor will, at all times after doing any such work, restore the Facilities, as nearly as reasonably practicable, to substantially the condition prior to the undertaking of such work.

The Easement, rights, and privileges granted herein are non-exclusive and the Grantor reserves and retains the right to use the Easement Tract for all purposes which do not unreasonably interfere with the rights hereby granted.


Grantee, without notice or consent of Grantor, may assign this Easement to any other political subdivision. Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area, including ingress thereto and egress therefrom.

The parties understand and agree there are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this Easement to the Grantee for the purposes as described herein. If such condition does exist, Grantor agrees to obtain an acknowledgment subordinating any such lien or encumbrance to the Easement granted herein.

The Easement, rights, and privileges herein granted shall be subject to all valid and subsisting recorded encumbrances, conditions, covenants, restrictions, reservations, exceptions, rights-of-way, and easements. The provisions of this Easement shall run with the land and inure to the benefit of and bind the successors, assigns, heirs, and representatives of Grantor and Grantee.

Executed as of 7/25, 2023.

KAISER FOUNDATION HOSPITALS,
a California non-profit public benefit corporation

By: 
Name: Ethan M Sullivan
Title: Interim Vice President Real Estate

ACKNOWLEDGMENT

State of California
County of ALAMEDA

§
§

On 7/25/23, before me, LYNN MARIE TILTON, a Notary Public, personally appeared Ethan M. Sullivan, 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

Lynn Marie Tilton (Seal)



CERTIFICATE OF ACCEPTANCE

The undersigned, being the duly appointed agent of the **CITY OF ANTIOCH**, a municipal corporation organized and existing under the laws of the State of California (the "City"), pursuant to Resolution No. _____, does hereby accept on behalf of the City, the grant of all interests in real estate for the purposes described in the attached Grant of Easement from Kaiser Foundation Hospitals, a California non-profit public benefit corporation, dated _____, 2023, and the City consents to the recordation of the attached Grant of Easement by the duly authorized officer of the City.

DATED: _____

CITY OF ANTIOCH

By: _____
[Name, Title]

(SEAL)

ACKNOWLEDGMENT

State of California §
County of _____ §

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to 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 _____ (Seal)

EXHIBIT A

Easement Tract

[to be attached]

NOVEMBER 18, 2022
JOB NO. 2689-020

**EXHIBIT A
LEGAL DESCRIPTION
PUBLIC UTILITY EASEMENT**

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

BEING A PORTION OF THE LANDS OF KAISER FOUNDATION HOSPITALS AS
DESCRIBED IN THAT GRANT DEED RECORDED APRIL 4, 1995 AS DOCUMENT NUMBER
95-052857 OF CONTRA COSTA COUNTY RECORDS, AND FURTHER BEING A PORTION
OF PARCEL D, AS SAID PARCEL IS SHOWN AND SO DESIGNATED ON "PARCEL MAP
SUBDIVISION MS 4-94" RECORDED JANUARY 30, 2001 AND FILED IN BOOK 180
OF PARCEL MAPS, AT PAGE 17, IN THE OFFICE OF THE COUNTY RECORDER OF
CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LANDS OF KAISER, SAID POINT
ALSO BEING THE NORTHEAST CORNER OF SAID PARCEL D;

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG SAID NORTH LINE OF SAID
LANDS OF KAISER, NORTH 89°28'39" WEST, 90.00 FEET TO THE **POINT OF
BEGINNING** FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID NORTH LINE SOUTH
00°48'41" WEST 35.00 FEET;

THENCE, NORTH 89°28'39" WEST 715.94 FEET;

THENCE, NORTH 00°20'32" EAST 2.12 FEET;

THENCE, NORTH 89°39'28" WEST 35.57 FEET;

THENCE, NORTH 45°00'00" EAST 11.20 FEET;

THENCE, SOUTH 89°28'39" EAST 718.72 FEET;

THENCE, NORTH 00°48'41" EAST 25.00 FEET TO A POINT ON SAID NORTH LINE
OF THE LANDS OF KAISER;

THENCE, ALONG SAID NORTH LINE, SOUTH 89°28'39" EAST 25.00 FEET TO THE
POINT OF BEGINNING.

CONTAINING 8,036 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS
REFERENCE MADE A PART HEREOF.



END OF DESCRIPTION

Ust 1/25/2023
MATHEW A. STEWARD, P.L.S.
L.S. NO. 9036

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°28'39"W	90.00'
L2	S00°48'41"W	35.00'
L3	N00°20'32"E	2.12'
L4	N89°39'28"W	35.57'
L5	N45°00'00"E	11.20'
L6	N00°48'41"E	25.00'
L7	S89°28'39"E	25.00'



PARCEL A
139 PM 30

PARCEL O
544 M 21

POB L7 POC L1

L5 S89°28'39"E 718.72'
L4 N89°28'39"W 715.94'
L3
PUBLIC UTILITY EASEMENT
8,036 SF±

KAISER FOUNDATION HOSPITALS
(1995-052857)

PARCEL P
544 M 21

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
SF SQUARE FEET

SHEET 1 OF 1

KAISER
FOUNDATION
HOSPITALS
(1995-052857)



PLAT TO ACCOMPANY LEGAL DESCRIPTION

PUBLIC UTILITY EASEMENT (PUE)
LANDS OF KAISER FOUNDATION HOSPITALS (1995-052587)
CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA

NOVEMBER 18, 2022



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

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C-9


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bryan Pitts, Operations Supervisor

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

SUBJECT: Awarding an Agreement with Sharjo LLC dba ServiceMaster Restoration Management for On-Call Homeless Encampment Cleanup Services

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding a Maintenance Services Agreement for On-Call Homeless Encampment Cleanup Services throughout the City to Sharjo LLC dba ServiceMaster Restoration Management for a three (3) year term from July 25, 2023, to June 30, 2026, in the amount of \$1,365,000 with an option to extend two (2) additional years from July 1, 2026, to June 30, 2028, in an amount of \$951,360 for a total contract amount not to exceed \$2,316,360 over the five (5) year period;
2. Authorizing the Acting City Manager or designee to execute the Agreement in a form approved by the City Attorney; and
3. Authorizing the Acting City Manager or designee to implement the tentative agreement between the City and APWEA by making the necessary budget amendments to the Street Maintenance Operating Budget for fiscal year 2023/24 and fiscal year 2024/25 to cover the costs of the first two (2) years of the Agreement.

FISCAL IMPACT

Funding for this Agreement will require a budget increase to the approved fiscal year 2023/24 and fiscal year 2024/25 Street Maintenance Operating Budget. Funding for the remaining three (3) years of the agreement will be requested as part of the City's biennial budget process. The estimated cost for the initial three (3) year contract is \$455,000 each year, with a 3% increase for each successive year of the optional two (two) year extension for a total five (5) year contract amount of \$2,316,360.

DISCUSSION

The City of Antioch entered into a tentative labor agreement dated October 12, 2022, with the Antioch Public Works Employees Association (APWEA) at the Special Meeting held on November 15, 2022. Council approved the following term as part of its labor negotiations with APWEA:

“7. Homeless Encampment Cleanup: The City shall engage the services of a third-party contractor to cleanup homeless encampments as soon as administratively possible. If the City is unable to engage the services of a third-party contractor within six months of this Agreement, the City shall agree to meet and confer with APWEA over the progress and status of the vendor engagement process.” (See Attachment B pg. 2) APWEA is concerned for the safety of their members who currently perform homeless camp cleanups. Workers often encounter both biological and hazardous waste materials at cleanup sites. Contracting out homeless encampment cleanups would significantly reduce crew members' exposure.

In accordance with this provision, the Public Works Department published an On-Call Homeless Encampment Cleanup Services Request for Proposal (RFP) on April 26, 2023. The proposal was distributed via the local newspaper, builders exchange email list, and on the City's website. This RFP closed on May 31, 2023. Public Works received six (6) qualified and competitive proposal submittals. Staff scored all proposals and determined that Sharjo LLC dba ServiceMaster Restoration Management of Benicia CA provides the best value to the City of Antioch for On-Call Homeless Encampment Cleanup Services.

As part of the direction given to staff at the July 25, 2023, regular city council meeting, Staff recommended that the Acting City Manager or designee be authorized to amend the approved fiscal year 2023/24 and fiscal year 2024/25 budgets to implement the tentative labor agreement between the City and APWEA and execute an agreement with ServiceMaster Restoration Management as substantially described in Exhibit 1.

ATTACHMENTS

- A. Resolution
- B. Tentative Labor Agreement

ATTACHMENT “A”

RESOLUTION NO. 2023/xxx

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING AN ON-CALL HOMELESS ENCAMPMENT CLEANUP SERVICES
AGREEMENT TO SHARJO LLC DBA SERVICEMASTER RESTORATION
MANAGEMENT, AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE IT,
AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENTS**

WHEREAS, the City of Antioch entered into a tentative labor agreement dated October 12, 2022, with the Antioch Public Works Employees Association (APWEA) at the Special Meeting held on November 15, 2022;

WHEREAS, Council approved the following term as part of its labor negotiations with APWEA: “7. Homeless Encampment Cleanup: The City shall engage the services of a third-party contractor to cleanup homeless encampments as soon as administratively possible. If the City is unable to engage the services of a third-party contractor within six months of this Agreement, the City shall agree to meet and confer with APWEA over the progress and status of the vendor engagement process;”

WHEREAS, the Public Works Department published the On-Call Homeless Encampment Cleanup Services Request for Proposal (RFP) on April 26, 2023. The proposal was distributed via the local newspaper, builders exchange email list, and on the City’s website. This RFP closed on May 31, 2023. Public Works received six (6) qualified and competitive proposal submittals. Staff members scored all proposals and determined that Sharjo LLC dba ServiceMaster Restoration Management of Benicia CA provides the best value to the City of Antioch for On-Call Homeless Encampment Cleanup Services; and

WHEREAS, direction was given to staff at the July 25, 2023, regular city council meeting, to bring a resolution to the City Council to award an agreement with ServiceMaster Restoration Management as substantially described in Exhibit 1. Draft Maintenance Services Agreement (MSA) for On-Call Homeless Encampment Cleanup Services.

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

1. Awards a Maintenance Services Agreement (“Agreement”) for On-Call Homeless Encampment Cleanup Services within the City of Antioch to Sharjo LLC dba ServiceMaster Restoration Management for a three (3) year term from July 25, 2023, to June 30, 2026, in the amount of \$1,365,000 with an option to extend two (2) additional years from July 1, 2026, to June 30, 2028, in an amount of \$951,360 for a total contract amount not to exceed \$2,316,360 over the five (5) year period;
2. Authorizes the Acting City Manager or designee to execute the Agreement in a form approved by the City Attorney; and
3. Authorizes the Acting City Manager or designee to make the necessary budget

RESOLUTION NO. 2023/xxx

August 22, 2023

Page 2

amendments to the Street Maintenance operating budget for FY 2023/24 and FY 2024/25 to cover the costs of the first two (2) years of the Agreement with Sharjo LLC dba ServiceMaster Restoration Management for On Call Homeless Encampment Cleanup Services.

* * * * *

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 22th day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

**CITY OF ANTIOCH
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **22nd** day of **August 2023** ("**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 **Sharjo, LLC dba ServiceMaster Restoration Services**, a **LLC** with its principal place of business at **5451 Industrial Way, Benicia, CA 94510** ("**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 **on-call homeless encampment clean up services** 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 **On-Call Homeless Encampment Clean Up Services** 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 on-call homeless encampment clean up services maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term

The term of this Agreement shall be from **August 22, 2023 to June 30, 2026 with an option to extend two (2) additional years from July 1, 2026, to June 30, 2028**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Carlos Zepeda, 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 Jean Nadolne, 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 three (3) year compensation shall not exceed **One Million Three Hundred Sixty-Five Thousand Dollars (\$1,365,000.00)** with an option to extend two (2) additional years in an amount not to exceed **Nine Hundred Fifty-One Thousand Three Hundred and Sixty Dollars (\$951,360.00)** for a total five (5) year contract amount not to exceed **Two Million Three Hundred and Sixteen Thousand Three Hundred and Sixty Dollars (\$2,316,360.00)** without written approval of City's Finance 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:

Sharjo, LLC dba ServiceMaster Restoration Services
5451 Industrial Way
Benicia, CA 94510

City:

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

City:

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding

the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 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 SHARJO, LLC DBA SERVICEMASTERS RESTORATION SERVICES**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **22nd** day of **August**,
2023.

CITY OF ANTIOCH

Approved By:

Kwame P. Reed
Acting City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

**Sharjo, LLC dba ServiceMasters Restoration
Services**

Signature

Name

Title

EXHIBIT "A"

SCOPE OF SERVICES

II. Specifications

Project Description

The purpose of this Request for Proposal (RFP) is to acquire a contractor who can provide turnkey homeless encampment site cleanup and support services resulting in a safe and clean site by removing all debris, biohazardous materials and encampment waste material. All work will be conducted as needed Monday-Friday, 7am-4pm excluding holidays. The services required are on an on-call basis but would be scheduled with at least 48 hours of notice. The City anticipates cleanups to occur weekly, however, this may increase or decrease based on the City's needs. The successful Contractor will be expected to enter into the City's standard maintenance services agreement included as an attachment to this solicitation as well as all insurance and bond requirements.

General Specifications

1. **PAYMENTS & INVOICING:** Shall be net 30, or within 15 days if terms include discount. With the request for payment each month, invoice must reference P.O. number and location of work with a description of service. Invoices are to be emailed to bpitts@antiochca.gov or other City designee.
2. **CONTRACT LENGTH & EFFECTIVE DATES:** This contract will be effective for three (3) years from July 1, 2023, through June 30, 2026. Upon successful review and at the sole discretion of the City of Antioch's representative, the vendor may be given the option to renew the contract for a period not to exceed two (2) additional years, July 1, 2026 through June 30, 2028.
3. As directed by the City, provide turnkey homeless encampment site cleanup resulting in a safe and clean site by removing all debris, including but not limited to the following: biohazardous materials, green waste, general refuse and other encampment waste material.
4. Encampment sites may contain a variety of materials such as: biohazardous materials, garbage, general debris, human waste, constructed temporary shelters, and other items associated with homeless occupancy.
5. Sites will be identified individually. The City will make an effort, when possible, to cluster several sites. Sites may include locations under structures e.g., bridges, open areas, vegetated ground cover, parks, on roadside rights-of-way, and stormwater facilities. If needed, Contractor shall be equipped to provide confined space entry; site locations may occasionally require confined space entry cleanup. The Contractor will be required to coordinate all necessary permits as required.
6. Site supervisor and worker(s) must be trained and certified in handling and disposing of hazardous materials. Provide copies of any applicable training records, certifications, and licenses required to perform this work.
7. City shall attempt to ensure all encampments have been evacuated prior to Abatement but some sites may be occupied while contractor is conducting work.
8. The contract will be based on time and materials. Documentation of employee hours, sub-consultant costs, equipment, hazardous material disposal costs, shall be provided to the City.
9. Prevailing wages must be paid to those individuals working on this Project. Certified Payroll documentation is required to be submitted to the Department of Labor.
10. A City Business License is required prior to performing work within the City.
11. Contractor will be required to maintain insurances in effect as required by the City, details of which are contained in the sample agreement attached to this RFP.

Scope of work:

1. Contractor will participate in site assessment meetings to determine the work order for a specific site clean-up project.
2. Cleanup duties shall include surveying sites, setting up traffic control if needed per California MUTCD standards, collecting debris, dismantling temporary structures, removal of trash, removal of human waste, and State approved handling and disposal of all hazardous material.
3. **Non-Hazardous Waste Disposal:** All non-hazardous materials such as green waste and general debris shall be disposed at a City site no more than 12 miles from all cleanup locations. The contractor shall give consideration in pricing to the City for providing a disposal site of all non-hazardous materials.
4. **Hazardous Waste Disposal:** Contractor shall dispose of all hazardous materials at a City approved hazardous waste disposal site licensed for handling and disposing of such hazardous debris in accordance with all local, State and Federal laws. Disposal receipts must be returned to the City as proof of proper disposal.
5. Contractor shall supply all labor, material, tools, protective clothing, gear, and equipment that is necessary to perform the work including, removal, transport, and disposal of the waste materials and leave a clean site.
6. Contractor shall provide all bags and tags and identify and tag certain items as "personal property". Such items include but are not limited to items in good clean condition such as tents, backpacks, medication, eyeglasses, books, jewelry, stoves, audio equipment, toiletries, personal records, handbags, personal photographs, duffel bags, bedrolls, blankets, watches, and clothing. The Contractor will transport identified property for storage to a site designated and approved by City. Contractor will also be responsible for posting notice at each cleanup indicating contact information for reclaiming personal property.
7. Contractor shall coordinate with the City on a site-by-site basis to determine the work order and cost for each encampment cleanup. The work order will establish the site, start date, estimated timeframe of the work, staging areas, traffic control (if required), and the name of the onsite representative.
8. Contractor shall provide all supervision and management of crews and subcontractors and ensure all necessary safety procedures are followed.
9. Contractor shall photograph posted notices and the condition of the site prior to work and after work is completed.
10. Contractor shall photograph the encampment site before and after cleaning and provide an electronic copy of each photograph to the City.
11. Contractor shall notify the City when the work is complete and provide a cleanup report for each site, including total cubic yards of debris removed.
12. Contractor shall notify the City's designated representative if an adjacent homeless encampment is discovered in the general area during a project to obtain authorization prior to proceeding with any additional work that was not identified in the original work order scope.
13. Contractor shall follow best practices work procedures to safely manage any hazardous materials found on the jobsite, including urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat.
14. Contractor shall trim shrubs and vegetation, as requested by the City, as a deterrent measure for future encampments.
15. Contractor shall immediately contact the Antioch Police Department if a weapon, illegal contraband, or evidence of criminal activity is found.
16. Contractor shall always perform work in a timely and efficient manner and in a courteous and business-like manner.
17. Contractor shall properly handle and dispose of solid waste and hazardous waste in accordance with all applicable laws.
18. Contractor shall comply with the Local, State, and Federal National Pollutant Discharge Elimination System (NPDES) regulations at all times while providing cleaning services for the City.

19. The contractor shall apply Best Management Practices (BMPs) for all pollution prevention of the discharge of human waste and other biohazards, cleaning agents, waste, trash, debris, and other pollutants to the storm drain and receiving waters.
20. All material, parts, equipment, and chemicals used or furnished pursuant to the specifications of this contract shall be in compliance with the laws and regulations of the City of Antioch, the State of California, and OSHA. The contractor shall provide to the City all Safety Data Sheets and certifications and evidence of such compliance. Use of all chemicals and other supplies shall be approved by the City prior to their use.
21. The contractor will be responsible for all damages to the City's facilities, their contents, or other City-owned improvements, caused by the contractor, its staff, or its subcontractors during the performance of their duties. The contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to the original in all aspects.
22. Contractor shall provide a report for each site cleared which will include
 - a. Date(s) of service.
 - b. Methods used to clear the site.
 - c. Staffing levels used.
 - d. Total hours on site.
 - e. Cubic yards of debris removed.
 - f. General observations of the site and the work.
 - g. Notations of any issues encountered in conducting the work, whether internally or externally caused.
 - h. Photographs of all cleanup site before and after work is performed.

City Responsibilities

1. City of Antioch Code Enforcement will identify homeless encampment clean-up sites and will issue a 48-hour "Notice to Vacate".
2. Provide a City representative to serve as a point of contact for reviewing work orders, authorizing work, addressing issues and questions that may arise.
3. City representative will arrange for a site assessment meeting with the Contractor for each specific site identified for cleanup by the City to determine the scope of work and the cost for each location.
4. Once the City receives a site-specific cost proposal that is acceptable to the City, a work order shall be issued to the Contractor. Contractor will have 48 hours from issued work order to commence homeless encampment site clean-up.
5. City will obtain any required permits related to working within or around watercourse as it pertains to camp abatement. Additionally, the City will inform the Contractor of any regulations or mitigation measures that must be followed per permit(s) requirements, including but not limited to, any permits required by the California Regional Water Quality Control Board, U.S. Army Corp of Engineers or California Department of Fish and Wildlife.
6. If needed, Antioch Police will assist with vacating the encampments but may not always be present at the clean-up encampment site while work is being completed.

Safety and Training

1. Safety and appropriate training/licensing are critical requirements for the selected Contractor.
2. Contractor shall comply with all safety rules, protocols, and licensing requirements mandated by the City, Contra Costa County, State of California and the Federal Government of the United States.
3. Work may be performed in inclement weather. Jobsites can be in heavy foliage, steep embankments, next to highways or roads, and other areas requiring alertness to the

environment and pre-planning to prevent injury or illness. Contractor shall perform a hazard assessment and provide all training and supplies necessary.

4. Contractor staff shall be properly trained to safely operate any heavy equipment required to complete the encampment clean-up work, including trash compactors, Skid Steer loaders, Front End Loaders, Backhoes or other ground moving equipment.
5. Contractor shall conform to all applicable occupational safety and health standards, rules, regulations, and orders established by the California Department of Industrial Relations. The Contractor shall provide all safety equipment, materials, and will supply training as required. The Contractor shall provide its employees with appropriate safety apparel. This apparel shall include but not be limited to hardhats, safety glasses, vest, gloves, coveralls, face coverings, and leather (or adequately puncture resistant) boots.
6. Contractor shall follow California Department of Industrial Relations' Bloodborne Pathogen Standard §5193. Additionally, employees must be trained with precautions regarding West Nile virus, hantavirus, histoplasmosis and other possible environmental threats posed from cleanup activities.
7. Employees must have work procedures to be able to safely manage urine, feces, soiled personal hygiene items, syringes, and other materials which could pose a health threat. Wearing Personal Protective Equipment and following other protocols established for this situation must be followed.
The Contractor will dispose of this waste material and syringes by appropriate means in accordance with local, regional, state and federal laws.
8. Contractor shall provide copies of any training records and licenses required by the City, County, State, Federal government, and OSHA upon request.

EXHIBIT “B”
SCHEDULE OF SERVICES

SEE EXHIBIT “A”

EXHIBIT "C"

COMPENSATION

OFFICIAL PROPOSAL SUBMITTAL PAGE 2 OF 4

INITIAL HERE

SS

On-Call Homeless Encampment Services Costs RFP No. 988-0531-23B- Proposal Worksheet
 (Awarded Up to 50 Points on Part B)

A. Unit Measurement Rates (UMR) for Services:

Proposal Item #	Description of Proposal Item	Unit of Measurement	FY 23/24	FY 24/25	FY 25/26	Optional: FY 26/27	Optional: FY 27/28	Comments
1.	Encampment Cleanup services	Hourly rate	\$ 125.00	\$ 125.00	\$ 125.00	\$ 128.75	\$ 132.50	
2.	Overtime rate for Encampment Cleanup services	OT Hourly rate	\$ 187.50	\$ 187.50	\$ 187.50	\$ 193.25	\$ 199.00	
3.	Labor rate for Biohazard Technician (if applicable)	Hourly rate	\$ 135.00	\$ 135.00	\$ 135.00	\$ 139.00	\$ 143.25	
4.	Hourly rate for site clean-up equipment (truck and 6 cubic yard trailer minimum)	Hourly rate	\$ 30.00	\$ 30.00	\$ 30.00	\$ 31.00	\$ 32.00	Based on 3 hours truck rental
5.	Site mobilization and demobilization	Per site	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	Included in cleanup services
6.	Biohazard material disposal	Per 55-gallon drum	\$ 250.00	\$ 250.00	\$ 250.00	\$ 257.50	\$ 265.25	
<u>Total</u>			\$ 727.50	\$ 727.50	\$ 727.50	\$ 749.50	\$ 772.00	

Grand Total UMR (5 years): \$ 3,704.00

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Revised 7/7/23

B. EQUIPMENT (not included as part of total proposal calculation):

Please enter the type of **specialty** equipment typically required to perform the work described in the Scope of Work. The following section will not be considered in the evaluation of award. However, Contractors will be required to honor the prices stated below during the term of any contract award as a result of this RFP.

Proposal Item #	Description of Equipment	Hourly Rates					Comments
		FY 23/24	FY 24/25	FY 25/26	Optional: FY 26/27	Optional: FY 27/28	
1.	Skid Steer 1,351 - 1,699 LBS	\$ 40.00	\$ 40.00	\$ 40.00	\$ 41.25	\$ 42.50	8 Hour Minimum
2.	Mini Excavator 1.5 - 2 Ton	\$ 56.25	\$ 56.25	\$ 56.25	\$ 58.00	\$ 60.00	8 Hour Minimum
3.	Telehandler 5500 LBS	\$ 48.75	\$ 48.75	\$ 48.75	\$ 50.25	\$ 51.75	8 Hour Minimum
4.	Miscellaneous Materials	\$ 107.00	\$ 107.00	\$ 107.00	\$ 110.25	\$ 113.50	Dump Cart, Bags (50/Box), Duct Tape Unable to convert to hourly
5.	Tyrek Coveralls Each	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.50	\$ 15.00	Each
6.	Gloves, Leather Per Pair	\$ 13.00	\$ 13.00	\$ 13.00	\$ 13.50	\$ 14.00	Per Pair
7.	Dust Mask Each	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.00	\$ 4.25	Each
8.	Chain Saw	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.15	\$ 5.31	8 Hour Minimum
9.		\$	\$	\$	\$	\$	
10.		\$	\$	\$	\$	\$	
11.		\$	\$	\$	\$	\$	

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THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

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.


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Andrew Little, Consulting Senior Engineer

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

SUBJECT: Acceptance of the Dedication of the Roadways within Aviano Subdivision Phase 3, Tract No. 9489; PW 676-3

RECOMMENDATION

It is recommended that the City Council adopt a resolution accepting the dedication of the roadways within Aviano Subdivision Phase 3, Tract No. 9489 and authorizing the Acting City Manager or designee to accept the dedication of the roadway, including Sand Creek Road from Rigolato Drive to Dozier-Libbey Road and Dozier-Libbey Road from Sand Creek Road to the temporary access road to Deer Valley Road, which has been completed for Aviano Subdivision Phase 3, Tract No. 9489.

FISCAL IMPACT

Upon satisfactory completion of the one-year warranty period for the roadway improvements which have been completed, the City of Antioch accepts responsibility for maintenance of the roadway.

DISCUSSION

On September 8, 2015, the City Council adopted a resolution approving the vesting tentative map and final development plan to subdivide an approximately 184-acre parcel into a development of 533 single-family homes, for the Aviano subdivision project. The project is located east of Deer Valley Road, north of Sand Creek Road, west of Hillcrest Avenue and south of Prewett Ranch Drive (Vicinity Map, Attachment "B").

On February 27, 2018, the City Council adopted a resolution approving the annexation of the Aviano Subdivision into Community Facilities District 2018-01 (Public Services) to allocate funds for maintenance costs.

On March 23, 2021, the City Council adopted a resolution approving the final map and subdivision improvement agreement for Aviano Phase 3 Subdivision, Tract No. 9489 ("Aviano Phase 3") which included 127 single-family homes.

Public Works Inspectors have inspected and approved the completion of the final punch-list items for Phase 3 roadway improvements as sufficient for acceptance of the dedication and use of the roadway by the public, provided that additional public improvements as described below remain outstanding. The warranty period for the accepted roadway 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; except for landscaping improvements, which the City shall assume maintenance responsibilities immediately, upon recordation of a Notice of Completion with Contra Costa County and the start of the warranty period.

Per the City Code, Section 9-4.505, easements for roads, streets, paths, storm water drainage, sanitary sewers, or other public uses as may be required by a city agency shall be dedicated to the public for future acceptance by a public agency, and the use shall be specified on the map. The roadways within Aviano Phase 3 are dedicated to the City, as shown on the final map, and the City now desires to accept the dedication by adoption of the attached resolution.

Notwithstanding the City's acceptance of the dedication of the roadways within Aviano Phase 3, the remaining outstanding improvements listed below must be completed as stated in the conditions of approval and applicable subdivision improvement agreement. Once these outstanding improvements are complete the City shall consider acceptance of these outstanding improvements, release of securities and enter into the one-year warranty period for the outstanding improvements.

1. Sand Creek Road shall be constructed to its ultimate width of 80 foot curb to curb and 112 foot right-of-way from Rigolato Drive to Dozier-Libbey Road, including street lights and all utilities; and

–Installation and electrification of street lights and utilities remain outstanding.
2. Dozier-Libbey Road shall be constructed from Sand Creek Road to the temporary access road to Deer Valley Road, including street lights and all utilities.

–Installation and electrification of street lights and utilities remain outstanding.

ATTACHMENTS:

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

ATTACHMENT "A"

RESOLUTION NO. 2023/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ACCEPTING THE DEDICATION OF THE ROADWAYS WITHIN AVIANO
PHASE 3, TRACT NO. 9489
P.W. 676-3**

WHEREAS, on September 8, 2015, the City Council adopted a resolution approving the vesting tentative map and final development plan for the Aviano subdivision project;

WHEREAS, on February 27, 2018, the City Council adopted a resolution approving the annexation of the Aviano Subdivision into Community Facilities District 2018-01 (Public Services);

WHEREAS, on March 23, 2021, the City Council adopted a resolution approving the final map and subdivision improvement agreement for Aviano Phase 3 Subdivision, Tract No. 9489 (PW 676-3) ("Aviano Phase 3");

WHEREAS, the City received a request from the Developer to accept the completed roadway improvements;

WHEREAS, the City has accepted and acquired all necessary rights-of-way required for the maintenance of improvements;

WHEREAS, the completed roadway 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, as sufficient for acceptance of the dedication and use of the roadway by the public, provided that additional public improvements as described below remain outstanding;

WHEREAS, per the City Code, Section 9-4.505, easements for roads, streets, paths, storm water drainage, sanitary sewers, or other public uses as may be required by a city agency shall be dedicated to the public for future acceptance by a public agency, and the use shall be specified on the map;

WHEREAS, the roadways within Aviano Phase 3, including Sand Creek Road from Rigolato Drive to Dozier-Libbey Road and Dozier-Libbey Road from Sand Creek Road to the temporary access road to Deer Valley Road, are dedicated to the City, as shown on the final map, and the City now desires to accept the dedication by adoption of the this resolution; and

WHEREAS, the remaining outstanding improvements listed below must be completed as stated in the conditions of approval and applicable subdivision improvement agreement. Once these outstanding improvements are complete the City shall consider

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RESOLUTION NO. 2023/**

August 22, 2023

Page 2

acceptance of these outstanding improvements, release of securities and enter into the one-year warranty period for the outstanding improvements.

1. Sand Creek Road shall be constructed to its ultimate width of 80 foot curb to curb and 112 foot right-of-way from Rigolato Drive to Dozier-Libbey Road, including street lights and all utilities; and
2. Dozier-Libbey Road shall be constructed from Sand Creek Road to the temporary access road to Deer Valley Road, including street lights and all utilities.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the Acting City Manager or designee to accept the dedication of the roadways within Aviano Subdivision Phase 3, Tract No. 9489.

BE IT FURTHER RESOLVED that the accepted roadway improvements, including Sand Creek Road from Rigolato Drive to Dozier-Libbey Road and Dozier-Libbey Road from Sand Creek Road to the temporary access road to Deer Valley Road, shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period; and

BE IT FURTHER RESOLVED that once these outstanding improvements are complete the City shall consider acceptance of these outstanding improvements, release of securities and enter into the one-year warranty period for the outstanding improvements.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

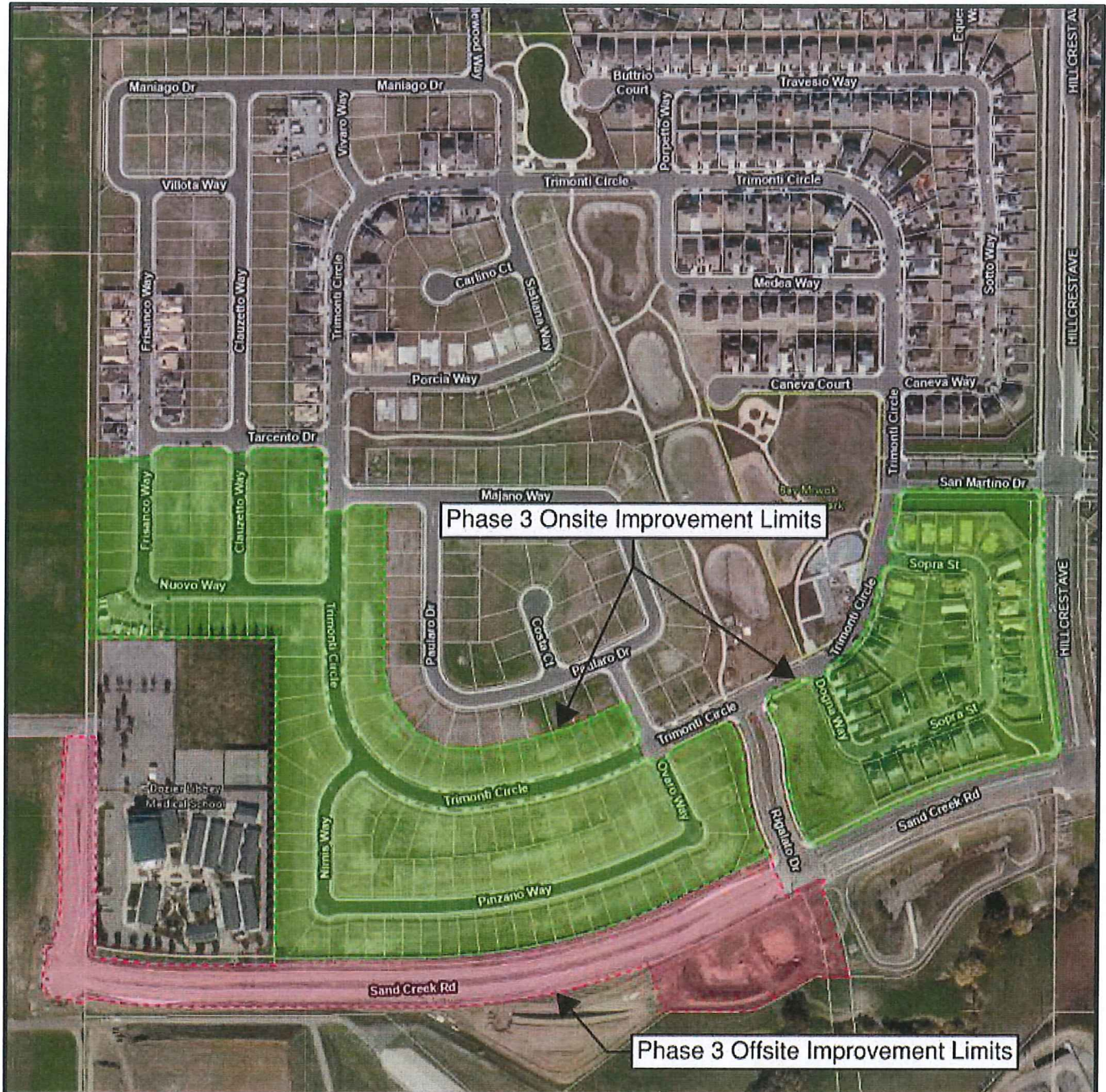
ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

VICINITY MAP



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 DEDICATION OF THE ROADWAYS WITHIN
AVIANO PHASE 3, TRACT NO. 9489, P.W. 676-3
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 August 22, 2023, the work and improvements to the roadways within Aviano Phase 3 Subdivision, Tract No. 9489 (PW 676-3) ("Aviano Phase 3") hereinafter described was completed for purposes of the Owner's acceptance of the dedication of the roadways. Additional improvements required by the conditions of approval and subdivision improvement agreement for Aviano Phase 3, as detailed in that certain City Council Resolution No. __ remain outstanding, and nothing in this Notice of Completion for Dedication of Roadways Within Aviano Phase 3 shall release the developer, or its surety, from its obligation to complete the outstanding improvements.
5. The project is located on located east of Deer Valley Road, north of Sand Creek Road, west of Hillcrest Avenue and south of Prewett Ranch Drive.
6. The surety for said project is The Ohio Casualty Insurance Company.
7. The roadways required for Aviano Phase 3 have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer in a manner sufficient for acceptance of the dedication and use of the roadway by the public, provided that additional public improvements as described above remain outstanding.

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

Date

Scott Buenting, PE
Acting Public Works Director/City Engineer
City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Introduce Ordinance Prohibiting Retaliation and Harassment of Residential Tenants

RECOMMENDED ACTION

It is recommended that the City Council introduce by title only and waive further reading of the Ordinance adding Chapters 4 and 5 of Title 11 of the Antioch Municipal Code prohibiting retaliation and harassment of residential tenants.

FISCAL IMPACT

Adoption of the ordinance will have direct and indirect fiscal impacts if the City engages in enforcement of the ordinance, either through the code enforcement process or through litigation. The proposed Ordinance may be enforced by an aggrieved tenant, an organization or other entity that represents the interests of aggrieved tenants, or the City. At a minimum, an assistant city attorney or deputy city attorney position plus administrative support would be necessary for the City Attorney's Office to provide support services to the public for this ordinance.

DISCUSSION

The City Council provided direction to staff at its May 9, 2023 and June 13, 2023 to prepare additional tenant protection policies for City Council consideration, including policies prohibiting retaliation and harassment of residential tenants. Staff presented a Draft Ordinance to the City Council at its June 27, 2023 for discussion and further direction.

After receiving public comment, the City Council identified potential issues concerning the section of the Draft Ordinance that enumerates landlord acts and omissions that would constitute harassment if done in bad faith. The Council directed staff to research potential solutions. The proposed Ordinance, attached as Attachment A, reflects staff's recommended updates, which are summarized in the table below.

City Council Direction	Ordinance Addition or Revision
1. Address threats of rent increase in response to tenant request for repair	New subdivision (A)(4) of § 11-5.03 borrows language from the proposed retaliation chapter so that the prohibited acts—including increasing or threatening to increase rent in retaliation against a tenant who requests a repair or exercises a right under Title 11 of the Municipal Code—maybe enforced as retaliation or harassment.
2. Require notice to be in tenant spoken language	<p>Revised subdivision (B) of § 11-5.04 requires the form of notice prescribed by the City to include a Spanish language translation. This revised subdivision also clarifies that the City may include additional translations and additional information that will help effectuate the Tenant Anti-Harassment Ordinance.</p> <p>The Rent Stabilization Ordinance requires notices for its purposes to be provided in the language used in the written lease or that was used during the creation of an oral lease. The revision in the proposed Ordinance takes a different approach by requiring the City to provide a dual-language notice so that tenants whose primary language is Spanish will receive notice in that language regardless of the language used in the lease.</p>
3. Address improper towing of tenant vehicles	New subdivision (A)(8) of § 11-5.03 includes the following act as harassment when done in bad faith: <i>“Remove or cause removal of a tenant’s vehicle from the rental property or abutting street in violation of applicable law.”</i>
4. Address verbal abuse and psychological harm	New subdivision (A)(13) of § 11-5.03 includes “verbal or nonverbal abuse” and “verbal or nonverbal actions directed at a tenant or their guest that are likely, or intended, to cause physical, mental, or emotional harm” as harassment when done in bad faith. Prohibited acts include harmful “verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely, or intended, to cause physical, mental, or emotional harm.”
5. Protect tenants’ right to organize	New subdivision (A)(23) of § 11-5.03 includes the following act as harassment when done in bad faith: <i>“Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or</i>

City Council Direction	Ordinance Addition or Revision
<p>6. Increase penalties to be commensurate with harm and serve as more effective deterrent</p>	<p><i>engaging in other political activities.</i>” This provision also defines <i>“tenant organizing activities.”</i> This provision clarifies that the subdivision does not prohibit reasonable time, place, and manner requirements, which a landlord could impose to address potential impacts on other tenants and the rental property. Such requirements may not “effectively prohibit or substantially interfere with organizing activities.” This language is based on San Francisco’s regulations on Residential Tenant Communications.</p> <p>Pursuant to revised subdivision (D) of §11-5.05, a court may award <i>“compensatory damages, rent refunds for reduction in housing services, reasonable attorney’s fees and costs, imposition of civil penalties up to \$10,000</i> per violation depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.”</p>

Additional Staff Recommendation	Ordinance Addition or Revision
<p>7. Clarify standard for landlord intent to constitute harassment</p>	<p>Revised subdivision (A) of § 11-5.03 includes acts or omissions done in <i>“bad faith.”</i> The bad faith standard is generally recommended for tenant anti-harassment protections because it is flexible and allows a court to consider the specific facts of the landlord’s behavior in the context of the action taken and harm suffered.</p>
<p>8. Address sexual exploitation</p>	<p>New subdivision (A)(5) of § 11-5.03 includes solicitation of a tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance, or fulfillment of a legal obligation.</p>
<p>9. Address excessive rent increases intended to force a tenant to vacate in circumvention of eviction protection laws</p>	<p>New subdivision (A)(22) of § 11-5.03 includes excessive rent increases for units that are not regulated by the Rent Stabilization Ordinance and that are intended to push a tenant out of a rental unit that is subject to eviction protections. This provision would apply to units protected by the AB 1482 eviction regulations, as well as units protected by City eviction regulations if adopted.</p>
<p>10. Include safeguard for potential First</p>	<p>New subdivision (B) of § 11-5.03 specifies that the prohibited acts of harassment do not include “conduct</p>

Additional Staff Recommendation	Ordinance Addition or Revision
Amendment issues	intended to communicate ideas or beliefs to the public at large and that has only an incidental effect upon a person or persons.” This provision enables the City to regulate harmful conduct that is directed at a tenant while avoiding interference with protected speech.
11.Add criminal penalty to allow administrative enforcement	New subdivision (A) of § 11-5.05 makes violations of the Anti-Tenant Harassment Ordinance publishable as an infraction or misdemeanor. This provision allows the City to enforce the ordinance through code enforcement because the Government Code authorizes the City to enforce violations of the Municipal Code that are infractions through administrative citations and fines.

BACKGROUND

Anti-Retaliation

A policy prohibiting retaliation by residential landlords, or “anti-retaliation” policy, bars landlords from retaliating against tenant because the tenant exercised or asserted certain legal rights related to the rental unit, tenancy, and status as a tenant. Staff recommended adding an anti-retaliation policy that covers all existing and future tenant protections due to concerns expressed by tenants engaging with the Rent Program regarding fears of retaliation by landlords if the tenants assert rights under the Rent Stabilization Ordinance.

The proposed Ordinance would add Chapter 4 and Section 11-4.01 to Title 11, Tenant Protections, of the Antioch Municipal Code. Section 11-4.01 would prohibit landlords from engaging in enumerated acts as retaliation against a tenant for asserting or exercising any right under Title 11. Section 11-4.01 would also establish that any act of prohibited retaliation is a defense to an action to recover possession, as well as a basis for damages and injunctive relief against the landlord.

Anti-Harassment

Under State law, tenant harassment occurs when a landlord engages in specific acts with the intent to cause a tenant to vacate a rental property. The harm State law seeks to prevent is “constructive eviction,” and it does not address harassing acts by landlords that are not accompanied by the specific intent to cause the tenant to vacate or where it is difficult to prove this specific intent.

A City policy prohibiting harassment by residential landlords, or “anti-harassment” policy, can focus more broadly on harmful actions by landlords that have no lawful purpose. The proposed Ordinance identifies specific acts and omissions by landlords that constitute prohibited harassment when done in “bad faith.” This bad faith standard encompasses situations where a landlord harasses a tenant in order to cause the tenant to leave, as

well as situations where a landlord wants to avoid the expense or inconvenience of providing a tenant what they are lawfully owed or acts in a discriminatory manner.

The proposed Ordinance requires landlords to provide notice of the prohibited harassment to existing and future tenants within 30 days of the effective date of the chapter or at the beginning of the tenancy. Notice is also required in an interior common area, if any, and with any notice of termination of a tenancy. The proposed Ordinance may be enforced by an aggrieved tenant, the City, or an organization or other entity that represents the interests of aggrieved tenants. The proposed Ordinance also provides for a minimum damages amount and enhanced damages where a tenant is disabled or age 65 or over.

ATTACHMENTS

A. Ordinance Prohibiting Retaliation and Harassment by Residential Landlords

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
ADDING CHAPTERS 4 AND 5 OF TITLE 11
OF THE ANTIOCH MUNICIPAL CODE
PROHIBITING RETALIATION AGAINST AND HARASSMENT OF
RESIDENTIAL TENANTS**

WHEREAS, a shortage of rental housing and market demand for affordable housing have resulted in an imbalance between supply and demand in the rental housing market in Antioch and an imbalance of bargaining power between residential landlords and tenants;

WHEREAS, Antioch residential tenants may be unwilling or unable to assert their legal rights due to factors such as an imbalance in bargaining power and concerns of retaliation;

WHEREAS, the City Council of the City of Antioch finds that these imbalances in the rental housing market and in the bargaining power of landlords and tenants reduces stability, security, and habitability, which are detrimental to the health, safety, and general welfare of Antioch residents;

WHEREAS, the City Council finds that renters occupy nearly forty percent (40%) of residential units in the City, Antioch renters have provided public comment at several City Council meetings regarding their experiences of harassment, and additional tenant protections will benefit the public health, safety, and welfare of the City;

WHEREAS, the City Council finds that the displacement of residential tenants increases the risk that Antioch residents will lack stable and appropriate housing and, therefore, seek to institute measures to reduce the impacts of displacement on tenants, particularly tenants of limited financial means;

WHEREAS, the City Council finds that reasonable regulation of aspects of the residential landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of rental housing units, and protect the health, safety and general welfare of the public and that there is a lack of adequate protections and remedies in the absence of City regulations;

WHEREAS, the purpose of this policy is to preserve the public peace, health, and safety of the City by deterring harassing behavior by landlords against residential tenants, encouraging residential landlords to follow the law and uphold their responsibility to provide habitable rental properties, and establishing more effective remedies for tenants who experience harassing behavior;

WHEREAS, the purpose of this policy is also to help maintain peaceful relations in the community and minimize breaches of the peace caused by self-help evictions; to protect vulnerable populations of the Antioch community, including those referenced in the recitals of the City of Antioch Rent Stabilization Ordinance adopted on October 11,

2022; to preserve Antioch's affordable rental housing stock; to reduce the expenditure of City and community resources needed in response to involuntary displacement; and to prevent adverse health impacts suffered by individuals—especially children, older person, persons living on fixed incomes, and other vulnerable renters in the City—and families as a result of displacement; and

WHEREAS, the City Council incorporates into this ordinance as necessary findings the recitals of this ordinance, any amendments or supplements, and any oral testimony provided on June 14, 2022, June 28, 2022, July 27, 2022, August 23, 2022, September 13, 2022, September 27, 2022, October 11, 2022, December 12, 2022, February 13, 2023, April 24, 2023, May 8, 2023, June 27, 2023, and July 25, 2023 and finds, determines, and declares that the threat to the public health, safety, and welfare of the City and its residents necessitates the enactment of the ordinance.

NOW, THEREFORE, the City Council of the City of Antioch does ordain as follows:

Section 1. The recitals above are incorporated herein.

Section 2. Chapter 4 of Title 11 of the Antioch Municipal Code, entitled "Retaliation Prohibited" is hereby added as provided below (section numbers and titles are indicated in capital letters):

§ 11-4.01 RETALIATION PROHIBITED.

(A) No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit the unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any housing services or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of any right under this title.

(B) Any action of retaliation described in subdivision (A) shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and injunctive relief.

(C) A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

Section 3. The following definition is hereby added to Section 11-1.02, entitled "Definitions," of the Antioch Municipal Code:

HOUSING SERVICES. All amenities and services related to the use or occupancy of a rental unit and common areas that are provided by the landlord, including a proportionate part of services provided to common facilities of the building and property in which the rental unit is contained. **HOUSING SERVICES** includes

without limitation hot and cold water, heat, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the tenant by agreement, whether express or implied. **HOUSING SERVICES** also includes those basic housing services required by Cal. Civil Code § 1941.1.

Section 4. Chapter 5 of Title 11 of the Antioch Municipal Code, entitled “Anti-Harassment” is hereby added as provided below (section numbers are indicated in bold, and titles are indicated in bold capital letters):

§ 11-5.01 TITLE, PURPOSE. AND APPLICABILITY.

- (A) This chapter shall be known as the “Tenant Anti-Harassment Ordinance”.
- (B) The Tenant Anti-Harassment Ordinance augments existing protections provided to residential tenants under federal, State, and local laws to prohibit and deter tenant harassment by landlords in all residential rental units, including single-family residences and condominiums.
- (C) The Tenant Anti-Harassment Ordinance applies to all landlords and tenants of residential rental units within the City, unless exempted herein, including landlords and tenants who may not be covered by other Title 11 tenant protection policies.

§ 11-5.02 EXEMPTIONS.

The following rental units are exempt from the restrictions and requirements of this chapter:

- (A) Rental units in any hospital, skilled nursing facility, Senior Residential Home Care facilities, or health facility.
- (B) Rental units in a nonprofit facility that has the primary purpose of providing short-term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.
- (C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time of not more than twenty-four (24) months, and where the client has been informed in

writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

(D) Rental units exempted from Part 4, Title 4, Chapter 2 of the California Civil Code by section 1940(b)(transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of thirty (30) days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

§ 11-5.03 HARASSMENT BY LANDLORD PROHIBITED.

(A) No landlord, and no agent or employee of the landlord, shall engage in any act or omission described below in bad faith. Each act or omission in violation of this section constitutes harassment.

(1) Interrupt, terminate, or fail to provide, or threaten to interrupt, terminate, or fail to provide, housing services required by a rental housing agreement or by State or local housing, health, or safety laws. This includes, without limitation, the following:

(a) Curtailing any utility services by any means whatsoever including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non- payment of bills for utilities that are part of the housing services. Utility services includes, but is not limited to, water, heat, electricity, gas, telephone, cable, internet, garbage and recycling collection, and sewage.

(b) Impeding reasonable access to the rental unit.

(c) Removing, without replacement within a reasonable time period, when building permits are obtained, if required, doors or windows of the rental unit.

(2) Fail to perform, or threaten to fail to perform, repairs or maintenance required by a rental housing agreement or by State or local housing, health, or safety laws.

(3) Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

(4) Take, or threaten to take, any action to recover possession or cause the tenant to quit the unit involuntarily, decrease a housing service, or increase rent with the intent to retaliate against a tenant

for the tenant's assertion or exercise of any right under this title, including a right to request reasonable repairs or maintenance, or to deter the assertion or exercise of such rights.

(5) Solicit a tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance of the rental unit or rental property, or the fulfillment of an obligation of the landlord under the rental housing agreement or law.

(6) Abuse the right of access into a rental unit as established and limited by California Civil Code Section 1954 or successor statute, including entering or photographing portions of the rental unit that are beyond the scope of a lawful entry or inspection.

(7) Remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in Civil Code Section 1980 *et seq.*, or successor statute.

(8) Remove or cause removal of a tenant's vehicle from the rental property or abutting street in violation of applicable law.

(9) Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, State, or federal agency based on their perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation as permitted by law. This provision shall also not be construed to conflict with Civil Code Section 1940.2, subd. (a)(5) or successor statute.

(10) Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

(11) Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

(12) Threaten a tenant or their guest by word or gesture, with physical harm.

(13) Engage in verbal or nonverbal abuse of a tenant or their guest or use verbal or nonverbal actions directed at a tenant or their guest

that are likely, or intended, to cause physical, mental, or emotional harm, including verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely, or intended, to cause, physical, mental, or emotional harm.

(14) Engage in any act or omission that interferes with a tenant's right to quiet use and enjoyment of a rental unit, as that right is defined by California law.

(15) Violate a law that prohibits discrimination based on actual or perceived race, color, sex (including pregnancy, childbirth, and related medical conditions), gender, sexual preference, sexual orientation, ethnic background, nationality, ancestry, place of birth, immigration or citizenship status, primary language, religion, age, source of income, military or veteran status, familial status (including parenthood, occupancy of a minor child, and composition of family unit), marital status, disability (including mental and physical disability), genetic information, or medical condition. Parentheticals in the foregoing list are without limitation.

(16) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment, except when a landlord is engaged in a tenant eviction process.

(17) Refuse to cash a rent check or money order for more than 30 days, except when a landlord is engaged in a tenant eviction process.

(18) Engage in any act that interferes with a tenant's right to privacy or request information that violates a tenant's right to privacy, including, without limitation, residency or citizenship status or social security number, except as authorized by law.

(19) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.

(20) Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under Civil Code Section 1940.1. Forced vacation can be implied from the totality of the circumstances.

(21) Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental housing agreement, unless:

- (a) Subject to subdivision (3), below, the change in the terms of tenancy is explicitly authorized by this title, California Civil Code sections 1946.2(f), 1947.5, or 1947.12, or any

successor statute thereof, or is required by federal, State, or local law or regulatory agreement with a government agency; or

- (b) Subject to subdivision (3), below, the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.
- (c) Notwithstanding the foregoing, where a rental unit is regulated by the Rent Stabilization Ordinance, § 11-3.01 *et seq.*, any change in terms of tenancy must comply with the Rent Stabilization Ordinance and associated regulations.

(22) Take any action to recover possession of a rental unit that is exempt from rent increase limitations under this title or any other provision of law by means of a rent increase that is imposed in bad faith with intent to coerce the tenant into vacating the rental unit in circumvention of State and local eviction protection laws. Evidence of bad faith may include, without limitation, the following: (i) the rent increase was substantially in excess of market rates for comparable units; (ii) the rent increase was within six months after an attempt to recover possession of the unit; and (iii) such other factors as a court may deem relevant.

(23) Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or engaging in other political activities. "Tenant organizing activities" include the following:

- (a) Initiating contact with tenants to ascertain interest in, or seek support for forming, a tenant association or union, which may include conducting door-to-door surveys;
- (b) Joining, supporting, or operating a tenant association or union; and
- (c) Requesting or providing information, offering assistance, distributing literature, convening meetings with or without a landlord or landlord representative, or otherwise acting on behalf of one or more tenants in the building regarding housing conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants in the building.
- (d) This subdivision (A)(23) does not prohibit a landlord from establishing reasonable time, place, and manner

requirements of organizing activities so long as the requirements would not effectively prohibit or substantially interfere with organizing activities.

(24) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

(B) The conduct described in subdivision (A), above, shall not include conduct intended to communicate ideas or beliefs to the public at large and that has only an incidental effect upon a person or persons.

§ 11-5.04 NOTICE.

(A) On or before the date of commencement of a tenancy, and at the same time as any notice of termination of tenancy, a landlord shall deliver to the tenant written notice of the following in the form prescribed by the City:

(1) The tenancy is regulated by this Tenant Anti-Harassment Ordinance, Antioch Municipal Code, Title 11, Chapter 5.

(2) Section 11-5.03 of the Antioch Municipal Code prohibits landlords from engaging in certain acts or failing to perform certain acts related to a tenancy in bad faith or with a dishonest intent.

(3) Landlords that violate this chapter may be held liable for damages.

(B) The form of notice prescribed by the City shall include a Spanish language translation of the text and may include translations in additional languages or additional information deemed necessary or convenient to effectuate the purpose of this chapter.

(C) For tenancies existing on the effective date of this chapter or any amendment thereof, a landlord shall deliver to each existing tenant the written notice required by subdivision (A), above, in the form prescribed by the City within thirty (30) days of such effective date.

(D) Where a property contains more than one rental unit and an interior common area accessible by the tenants of more than one rental unit, landlords shall post the written notice required by subdivision (A), above, in the form prescribed by the City in at least one interior common area.

§ 11-5.05 SEVERANCE OF AMENITIES PROHIBITED.

(A) The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies.

(B) For purposes of this section, good cause shall include:

(1) Required by federal, State, or local law;

(2) For rental units that are exempt from the Rent Stabilization Ordinance, § 11-3.01 *et seq.*, acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;

(3) For rental units that are regulated by the Rent Stabilization Ordinance, § 11-3.01 *et seq.*, approval of the removal of amenities by a Hearing Officer; or

(4) Severance results from the removal of a balcony for which repair or removal was necessary for safety and the landlord has obtained all necessary permits for the removal.

(B) A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

§ 11-5.05 WAIVER VOID.

It is against public policy, void and unenforceable to waive or modify any provision of this chapter in an oral or written rental housing agreement.

§ 11-5.05 REMEDIES AND PENALTIES.

(A) Criminal Penalty. A violation of any provision of this chapter is punishable as an infraction or misdemeanor. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

(B) Civil Action. Any aggrieved person, or any person, organization, or entity who will fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the City may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains

occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

(C) Injunction/Equitable Relief. Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

(D) Penalties and Other Monetary Awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of two thousand dollars (\$2000.00), whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to five thousand dollars (\$5,000) for each offense committed against a person who is disabled within the meaning of California Government Code Section 12926, *et seq.* or successor statute, or aged sixty-five (65) or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

(E) Affirmative Defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

(F) Additional Enforcement; Nonexclusive Remedies and Penalties. This Rent Stabilization chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

Section 8. **Severability.** If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

Section 9. **CEQA.** The above amendment is not a project under the California Environmental Quality Act under the common-sense exemption (CEQA Guidelines §15061(b)(3) because the proposed amendment will not have a direct or reasonably foreseeable indirect physical change or effect on the environment.

Section 10. **Publication.** This ordinance 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 and shall take effect and be enforced thirty (30) days from and after the date of its adoption.

* * * * *

I **HEREBY CERTIFY** that the forgoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the ____th day of _____ 2023, and passed and adopted at a regular meeting thereof, held on the ____ day of _____ 2023, 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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Introduction of Ordinance Changing the City Administration's Organizational Structure by Transferring, from the City Manager to the City Council, the Authority to Appoint, Supervise, and Remove the Chief of Police

RECOMMENDED ACTION

It is recommended that the City Council introduce by title only and waive further reading of the ordinance (1) amending section 2-2.06(B)(2) of the Antioch Municipal Code removing the Chief of Police from the City Manager's appointment, discipline, and removal power, and (2) adding a new Article 4 to Chapter 3 of Title 2 of the Antioch Municipal Code, so that the Chief is appointed by and serves at the pleasure of the City Council, and setting out some general duties and responsibilities of the Police Chief (Attachment A).

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

The purpose of this staff report is to provide information, so the City Council can consider whether it seeks to change the organizational structure of the City's administration by transferring, from the City Manager to the City Council, the authority to appoint, supervise, and remove the Chief of Police.

City Council's Statutory Authority

City councils are granted wide latitude in deciding how a city will be administered and operated. The Government Code provides a city council with the statutory authority to appoint and remove the chief of police. (Gov. Code, § 36505; Gov. Code, § 36506.) A city council can also adopt a city manager form of government and vest the authority, by ordinance, in the city manager to appoint and dismiss the chief of police and other subordinate appointive officers and employees, except the city attorney. (Gov. Code, § 34856.)

In city council-city manager form of government, the city council reserves for itself policymaking functions, approval authority regarding the budget and certain decisions, and supervision of the city manager and the city attorney. The chief of police is generally appointed and supervised by the city manager.

The City of Antioch currently operates under a city council-city manager form of government. The City Council ordinance establishing the authority of the City Manager vests the City Manager with the authority to appoint, remove, and supervise the Chief of Police.

In some cities, the city council appoints department heads, including the chief of police. Under this organizational structure, the chief of police reports directly to the city council, but many routine day-to-day police department issues may be coordinated by the city manager. In this way, more routine matters are handled by the city manager and the city council has a more direct relationship with the chief of police. An example of this structure is found in the City of Fullerton, CA, where the Chief of Police is appointed by and serves at the pleasure of the City Council. (Ord. 3185, § 2, 2012)

City of Antioch's Council-City Manager Form of Government

The City of Antioch has a council-manager or city manager form of government. The City Manager is responsible to the City Council for the efficient administration of all the affairs of the City that are under his control.

The City Manager exercises control over all departments and divisions of the City government and over all appointive officers and employees, except as provided by local, state, or federal law. The City Manager has power, subject to the City personnel rules, to employ, discipline, or remove all heads of departments or subordinate officers and employees, to transfer employees from one department to another, and to consolidate or combine offices, positions, departments, or units under his or her jurisdiction.¹

The Police Oversight Standing Committee Previously Considered Transferring the Authority to Appoint and Remove the Chief of Police from the City Manager to the City Council

In 2021, the City Council explored the idea of changing the authority of the City Manager to hire and remove the Chief of Police. At the October 26, 2021 meeting of the Police Oversight Standing Committee, Mayor Thorpe, Mayor Pro Tem Wilson and Council Member Torres-Walker requested a working draft of the Police Chief hiring process that includes the following: an external recruitment pool, one representative from each district involved in the hiring process, the City Council's ability to ratify the contract prior to hiring. Notably, the City Council expressed interest in transferring authority from the City Manager to the City Council to make the final decision regarding hiring of a Police Chief.

At the November 23, 2021 meeting, former City Manager Ron Bernal prepared a staff report on the City's "Police Chief Recruitment and Hiring Process". Councilmember Barbanica made a motion to approve the policy prepared by City Manager Bernal. The

¹ This authority does not apply to the City Attorney, the City Clerk, or the City Treasurer.

motion was seconded by Councilmember Ogorchock, but it failed with only Councilmembers Barbanica and Ogorchock voting in favor of it. Councilmembers Wilson and Torres-Walker voted against the motion. Mayor Thorpe was absent.

At the end of that meeting, Councilmember Torres-Walker requested a Municipal Code review of the Police Chief appointment process to include the City Council.

Transferring the Appointment and Removal Authority for the Chief of Police from the City Manager to the City Council Requires Amending the Antioch Municipal Code

The existing structure of the city council-city manager form of government is established by ordinance. Therefore, the Antioch City Council needs to adopt an ordinance amending the City's municipal code to change the reporting structure of the Chief of Police.

The ordinance (Attachment A) removes the existing authority of the City Manager with regard to the Chief of Police position and vests the authority to appoint, supervise, and remove the Chief of Police in the City Council.

Supervision and Performance Evaluation of the Chief of Police

The Chief of Police is currently supervised by the City Manager. If the City Council passes the ordinance (Attachment A), the Chief of Police would report directly to the City Council. The City Council would supervise the Chief and evaluate his performance. The procedure for supervising this position could include annual, semi-annual, and/or as-needed performance evaluations. If the City Council desires to maintain closer oversight of the Police Chief, the City Council could meet more regularly for this purpose. This authority would be vested in the City Council as a whole and exercised by the City Council as a whole via noticed closed and open session public meetings.

Under this reporting structure, the City Manager, City Attorney, and Chief of Police would all report to the City Council. Therefore, the City Council may wish to consider the extra workload for an additional direct report. That being said, a direct reporting relationship between the City Council and the Chief of Police may support enhanced communication and alignment between the City Council and the Police Chief.

Elected officials may be well positioned to evaluate the effectiveness of the police department by soliciting input from their respective constituencies. The City Council has extensive relationships that position them to understand the perception of the police by diverse communities of residents, the business community, the faith-based community, and by other communities and individuals interacting with law enforcement. While taken individually these diverse viewpoints are subjective, cumulatively they may form a broad basis for evaluation of performance of the police chief. For example, the presence of officers on "Patrol" assignment on the streets may be perceived differently by different segments of the community; for some it may suggest comforting security, but others may view it as intimidating. Certain statistical measurements may suggest varying degrees of productivity, but these may be counter to the community's perception.

On the other hand, if the City Council elects to retain the current reporting relationship

between the City Manager and the Chief of Police, the City Manager could include community-provided information in the evaluation the Police Chief.

The California League of Cities, in its Mayors and Council Members Resource Guide, describes the importance of the relationship between the City Council and Police Department as follows:

“The internal policies and procedures of the [police] department are determined by the police chief and need to be consistent with the law and policies of the city manager or city administrator and the council. Since the police function is primarily concerned with a broad range of order maintenance activities and with the provision of services to the community, these matters are clearly local concerns requiring responsiveness to the public and accountability to community priorities. Coordination of services, development of priorities, and maintenance of a balance between the services offered and the financial resources of the community require that the agencies delivering the services be responsible to the public. The determination of what services a police agency will provide, what priorities will exist, and what police responses will be sanctioned are proper decisions for the city council. A police department exists within a political arena, and a city council can be asked to answer to the electorate based on the actions of the police department. It is therefore, important that a police department understand its connection and relationship within this political arena.”

City Council Discussion and Public Comment

The City Council’s decision of whether to transfer, from the City Manager to the City Council, the authority to appoint, supervise, and remove the Chief of Police is likely to have city-wide implications. Therefore, the City Council may wish to invite and consider input from the City Manager, department heads, other city staff, and the broader Antioch community.

ATTACHMENTS

A. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING SECTION 2-2.06(B)(2) AND ADDING A NEW ARTICLE 4,
“POLICE DEPARTMENT,” TO CHAPTER 3 OF TITLE 2 OF THE
ANTIOCH MUNICIPAL CODE, RELATING TO OVERSIGHT OF THE
POSITION OF CHIEF OF POLICE**

WHEREAS, the City of Antioch ("City") operates under a City Council-City Manager form of government, under which the Chief of Police is presently employed, overseen, disciplined, and removed by the City Manager;

WHEREAS, on April 11, 2023 the City Council held a meeting at which it considered a change to the present organizational structure which would involve transferring the authority to appoint, supervise, and remove the Chief of Police from the City Manager to the City Council;

WHEREAS, after consideration of the item, the City Council directed staff to proceed with an ordinance to amend the Antioch Municipal Code ("AMC") to clarify that, going forward, the Chief of Police will be appointed, supervised, and removed by the City Council;

WHEREAS, under this reporting structure, the City Council may establish additional procedures for becoming more closely involved in performance evaluations, handling constituents' comments and concerns related to the office of Chief of Police, and managing issues of accountability and responsiveness; and

WHEREAS, the City Council has carefully considered the implications of this legislative proposal, and has determined it is in the best interest of the City to transition the oversight of the Chief of Police role from the City Manager's office to the City Council.

NOW, THEREFORE, the City Council of the City of Antioch, California, does hereby ordain as follows:

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

SECTION 2. Amendment. Section 2-2.06(B)(2) of the AMC is hereby amended to read as follows (additions shown in underline):

§ 2-2.06 POWERS AND DUTIES

...

(B) In addition to the City Manager's general powers as administrative head and not as a limitation thereon, it shall be his duty and he shall have the power:

(2) Subject to the city personnel rules, to employ, discipline, or remove all

heads of departments or subordinate officers and employees, to transfer employees from one department to another, and to consolidate or combine offices, positions, departments, or units under his or her jurisdiction. Nothing contained in this subdivision shall apply, however, to the City Attorney, the City Clerk, the Chief of Police, or the City Treasurer.

SECTION 3. Addition. A new Article 4 is hereby added to Chapter 3 of Title 2 of the AMC, to read in full as follows:

ARTICLE 4: POLICE DEPARTMENT

§ 2-3.401 CREATED

There is hereby created in the government of the City a Police Department under the control of a Chief of Police, who shall be appointed by and serve at the pleasure of the City Council. The Chief of Police shall perform the functions and duties specified by the laws of the State of California, the Antioch Municipal Code, and the City's class specification. The Chief of Police shall also perform other legally permissible and proper functions and duties in an efficient, competent, and ethical manner. Pursuant to section 13522 of Chapter 1 of the California Penal Code, the City, while receiving aid from the state pursuant to said Chapter 1, will adhere to the standards for recruitment and training established by the California Commission on Peace Officer Standards and Training.

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. Here, the amendment of the Antioch Municipal Code in the manner set forth in this Ordinance does not have the potential to result in either a direct or reasonably foreseeable indirect physical change in the environment. Moreover, approval of the Ordinance merely constitutes an administrative activity of the City and is additionally exempt from CEQA on that basis. (CEQA Guidelines, § 15378(b)(5).)

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. 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 _____ day of August 2023, and passed and adopted at a regular meeting thereof, held on the _____ day of September 2023, by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

LAMAR A. THORPE
MAYOR OF THE CITY OF ANTIOCH

ATTEST:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of August 22, 2023

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Zero Emission Vehicle Transition Project

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an amendment to the fiscal year 2023/24 Operating Budget to increase the funding from the General Fund for the Zero Emission Vehicle Transition Project by \$1,226,760 for a total amount of \$1,361,814.

FISCAL IMPACT

Adoption of this resolution will increase funding by \$1,226,760 from the General Fund for a total amount of \$1,361,814 for the purchase and installation of electrical vehicle charging stations at various locations within the City as part of the Zero Emission Vehicle Transition project (Project). Staff will continue to investigate outside funding and grant opportunities to assist in the implementation of this work.

DISCUSSION

On September 13, 2022, the City Council awarded an agreement to Frontier Energy to assist the City of Antioch in transitioning the City's vehicle fleet from internal combustion engines (ICE) to Zero Emissions Vehicles (ZEV). The transition assessment commenced by performing a detailed assessment of the City's existing fleet inventory. All ICE vehicles were evaluated for possible equivalent ZEV replacements. This information was used to estimate the City's ultimate charging station needs and assist in estimating the overall cost of the transition. Possible charging station locations were visited to confirm construction feasibility. Locations were evaluated for City fleet and public vehicle usage as well as for their suitability for both grid-connected and solar-powered chargers.

A transition plan has been developed, which includes a project investment broken out into two phases.

The Initial Phase would cost approximately \$1.2M and could begin immediately, since no new electrical capacity would be needed to install the charging stations. This work is proposed to consist of purchasing and installing a total of four (4) Level 2 and two (2) DC fast charging electric vehicle chargers at City Hall, Police Department, Maintenance

Service Center and the Water Treatment Plant for the City's fleet vehicles. In addition, eight (8) grid-connected and one (1) solar-powered Level 2 EVSE for public use at the Antioch Marina, Nick Rodriguez Community Center and the Antioch Community Center/Prewett Water Park.

Cost for Initial Phase: **\$1,226,760**

Estimated Timeline for Installation: 2-3 months from contract award date

Initial Phase	Fleet EVs	Existing	New			Public Chargers		
		L2s	L2s	DCFCs	CapEx	L2s	Solar L2s	CapEx
Antioch City Park							1	\$84,000
Antioch Community Park								
Antioch Marina						2		\$143,600
City Hall	10	1	1		\$34,540			
Nick Rodriguez Comm. Ctr						2		\$120,080
PD Substation/Comm. Ctr								
Police Department	84			1	\$259,200			
Prewett Water Park						4		\$248,440
Public Works	81		1	1	\$304,060			
Senior Center								
Treatment Plant	7	4	2		\$32,120			
TOTALS	182	5	4	2	\$629,920	8	1	\$596,840

L2 = Level 2 EVSE

Solar L2 = Solar Powered Level 2 EVSE

DCFC = DC Fast Charger EVSE

CapEx = Capital Expenditure

The second phase (Build-out Phase) requires coordination with PG&E to bring in additional power and equipment to each facility and will cost an additional \$3M - \$4M.

Cost for Build-out Phase: **\$3,064,460** (Shared Scenario) / **\$4,070,380** (Dedicated Scenario)

Estimated Timeline for Installation: 1-2 years from contract award date

Build-out Phase	Fleet EVs	Existing	Dedicated Scenario			Shared Scenario			Public Chargers		
		L2s	L2s	DCFCs	CapEx	L2s	DCFCs	CapEx	L2s	Solar L2s	CapEx
Antioch City Park		1									
Antioch Community Park									2		\$190,760
Antioch Marina		2							2		\$60,920
City Hall	10	2	3		\$109,740						
Nick Rodriguez Comm. Ctr		2									
PD Substation/Comm. Ctr									5		\$294,980
Police Department	84		42	2	\$1,743,320	42	2	\$1,743,320	1		\$42,100
Prewett Water Park		4									
Public Works	81	1	40		\$1,291,560	11		\$520,840	1		\$43,540
Senior Center										2	\$168,000
Treatment Plant	7	6	3		\$125,460						
TOTALS	182	18	88	2	\$3,270,080	53	2	\$2,264,160	11	2	\$800,300

L2 = Level 2 EVSE
Solar L2 = Solar Powered Level 2 EVSE
DCFC = DC Fast Charger EVSE
CapEx = Capital Expenditure

Construction documents will be prepared for each facility selected for EVSE installations. These documents will provide detailed information about the design and construction of the charging infrastructure which can be used for bid purposes.

Staff recommends approving this amendment to the fiscal year 2023/24 Operating Budget to increase the funding from the General Fund for the Zero Emission Vehicle Transition Project by \$1,226,760.

ATTACHMENTS

- A. Resolution
- B. PowerPoint Presentation

ATTACHMENT "A"

RESOLUTION NO. 2023**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING AN AMENDMENT TO THE FISCAL YEAR 2023/24 OPERATING
BUDGET TO INCREASE THE FUNDING FROM THE GENERAL FUND FOR THE
ZERO EMISSION VEHICLE TRANSITION PROJECT**

WHEREAS, on September 13, 2022, the City Council awarded an agreement to Frontier Energy to assist the City of Antioch in transitioning the City's vehicle fleet from internal combustion engines (ICE) to Zero Emissions Vehicles (ZEV);

WHEREAS, a transition plan has been developed, which includes a project investment broken out into two phases;

WHEREAS, the initial phase would cost approximately \$1.2M and could begin immediately, since no new electrical capacity would be needed to install the charging stations;

WHEREAS, the work for the initial phase will consist of purchasing and installing a total of four (4) Level 2 and two (2) DC fast charging electric vehicle chargers at City Hall, Police Department, Maintenance Service Center and the Water Treatment Plant for the City's fleet vehicles. In addition, eight (8) grid-connected and one (1) solar-powered Level 2 EVSE for public use at the Antioch Marina, Nick Rodriguez Community Center and the Antioch Community Center/Prewett Water Park with an estimated timeline for installation of 2-3 months from contract award date;

WHEREAS, the second phase (Build-out Phase) requires coordination with PG&E to bring in additional power and equipment to each facility and will cost an additional \$3M - \$4M with an Estimated Timeline for Installation: 1-2 years from contract award date; and

WHEREAS, the City Council has considered approving this amendment to the fiscal year 2023/24 Operating Budget to increase the funding from the General Fund for the Zero Emission Vehicle Transition Project by \$1,226,760 for a total amount of \$1,361,814.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves an amendment to the fiscal year 2023/24 Operating Budget to increase the funding from the General Fund for the Zero Emission Vehicle Transition Project by \$1,226,760 for a total amount of \$1,361,814.

RESOLUTION NO. 2023/**

August 22, 2023

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of August 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

A2



DKS



City of Antioch Fleet Transition Plan

July 12th, 2023

ATTACHMENT "B"



Advance Clean Fleet Rule

- *Applies to all municipalities in California*
- *Will be primary driver of vehicle replacements with 8,500 lbs GVWR or higher*
- *Two compliance pathways:*
 - *Procurements (default)*
 - *Milestones (optional)*
- *Effective Jan 1, 2024*

- In April 2023, the California Air Resources Board (CARB) approved the **Advanced Clean Fleets** rule, a first-of-its-kind rule that requires a phased-in transition toward zero-emission medium-and-heavy duty vehicles.
- California communities that sit near trucking corridors and warehouse locations with heavy truck traffic have some of the worst air in the nation.
 - Trucks represent only 6% of the vehicles on California's roads, but they account for over 35% of the state's transportation generated nitrogen oxide emissions and a quarter of the state's on-road greenhouse gas emissions.

- **Governor Gavin Newsom** has a goal of fully transitioning trucks that travel across the state to **zero-emissions** technology **by 2045**.
- The **Advanced Clean Fleets** rule is expected to generate **\$26.6 billion in health savings** from **reduced asthma attacks, emergency room visits and respiratory illnesses**.
- **Fleet owners** are expected to **save an estimated \$48 billion in their total operating costs** from the transition through **2050**.
- **California** is set to **invest almost \$3 billion** between **2021 – 2025** in **zero-emission trucks and infrastructure**. This investment is a part of a \$9 billion multi-year, multi-agency zero-emissions vehicle package to equitably decarbonize the transportation sector that was agreed upon by the Governor and the Legislature in 2021.

Fleet Transition



Dump Trucks



Service Trucks



Flatbed Trucks



Bucket/Boom Trucks

Vehicles Subject to CARB's Advance Clean Fleet Rule

Type	Make	Model	Vehicles
Bus	ELDORADO	E-450	2
Bus	ELDORADO	REC BUS	1
Commercial	FORD	F-750	1
Commercial	FREIGHTLINER	M2	1
Commercial	INTERNATIONAL	4900	1
Commercial	Peterbilt	348 DUMP	3
Commercial	Peterbilt	Vac-Con	2
Commercial	STERLING	L7500	2
Commercial	Vacuum Truck		1
Commercial	Xcavatos	Freight Liner	1
Truck	CHEVROLET	C5500	1
Truck	DODGE	2500	1
Truck	FORD	E-350	1
Truck	FORD	E-450	1
Truck	FORD	F-250	7
Truck	FORD	F-250 SD	2
Truck	FORD	F-350	22
Truck	FORD	F-350 Crew Cab	2
Truck	FORD	F-350 Flatbed	2
Truck	FORD	F-350 SD	5
Truck	FORD	F-450	1
Truck	FORD	F-450 SD	1
Truck	FORD	F-550	2
Truck	FORD	F-700 Tree Truck	1
Van	CHEVROLET	Express Van 1500	1
Van	FORD	TRANSIT	1
Grand Total			*66

* Includes three vacuum trucks that are subject to the Advance Clean Fleet rule but not included in our analysis. These vehicles are not likely to be replaced until 2033 or later due to their energy intensive duty cycles.

Remaining Fleet Vehicles to be Transitioned (Not subject to ACF)

Type	Make	Model	Vehicles
Motorcycle	HARLEY	Electra Gilde	2
Motorcycle		Motorcycle	3
Motorcycle	SUZUKI	DR650SEM2	2
Sedan	CHEVROLET	Impala	5
Sedan	FORD	Crown Victoria	10
Sedan		Focus	1
Sedan		FUSION	8
Sedan		Taurus	6
SUV	CHEVROLET	Tahoe	2
SUV	FORD	Expedition	1
SUV		Explorer	20
SUV		EXPLORER 4WD	1
SUV		INTERCEPTOR	10
SUV		PIU	2
SUV		UTILITY	8
SUV	JEEP	Cherokee	2
Truck	DODGE	Ram 2500	1
Truck	FORD	F-150	23
Truck		F-150 4X4	3
Truck		Ranger	4
Truck	ISUZU	Isuzu	1
Van	CHEVROLET	Express	1
Van	CHRYSLER	Voyager	1
Van	FORD	Transit Van	1
Van	TOYOTA	Sienna	1
Grand Total			119

EV Chargers (EVSE)



Solar-Powered Level 2 Charger
(PairedPower)



Level 2 Charger
(ChargePoint)



DC Fast Charger
(ABB)

EVSE Rollout Initial Phase

- In the Initial Phase, 12 dual-port Level 2, 1 solar-powered dual-port Level 2, and 2 dual-port DC Fast chargers would be installed, providing 26 new charging spaces.
- The Initial Phase does not require major utility upgrades and can begin right away.

Facility	EVs	Fleet L2s	Fleet DCFCs	Fleet CapEx	Fleet Annual OpEx	Public L2s	Public Solar	Public CapEx	Public Annual OpEx
Public Works	81	1	1	\$304,060	\$70,780	0	0	\$0	\$0
Police Department	84	0	1	\$259,200	\$60,000	0	0	\$0	\$0
Treatment Plant	7	2	0	\$32,120	\$21,560	0	0	\$0	\$0
City Hall	10	1	0	\$34,540	\$10,780	0	0	\$0	\$0
Antioch City Park		0	0	\$0	\$0	0	1	\$84,000	\$10,780
Antioch Community Park		0	0	\$0	\$0	0	0	\$0	\$0
Antioch Marina		0	0	\$0	\$0	2	0	\$143,600	\$21,560
Nick Rodriguez Comm. Ctr.		0	0	\$0	\$0	2	0	\$120,800	\$21,560
PD Substation/Comm. Ctr.		0	0	\$0	\$0	0	0	\$0	\$0
Prewett Water Park		0	0	\$0	\$0	4	0	\$248,440	\$43,120
Senior Center		0	0	\$0	\$0	0	0	\$0	\$0
Total	182	4	2	\$629,920	\$163,120	8	1	\$596,840	\$97,020

Antioch Marina may have additional capacity available. We need to talk with PG&E to find out exactly how much additional capacity is available.

Financials

- 182 fleet vehicles based at six different facilities to be transitioned
- Deployment of Level 2 and DC Fast chargers across eight locations

Initial Buildout Cost

Fleet Charging

\$630K



Public Charging

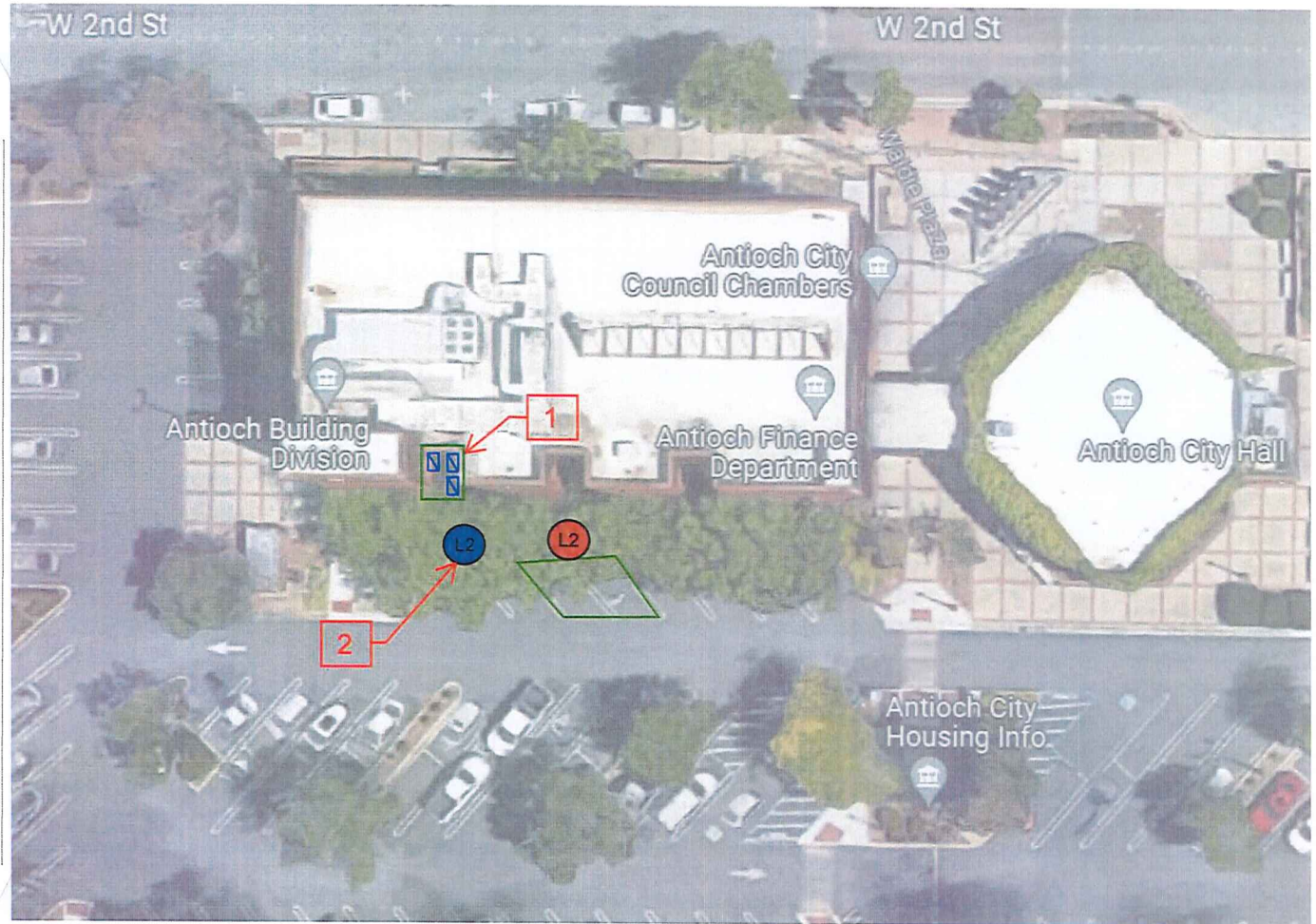
\$600K

Potential Funding Sources

- Bay Area AQMD
- PG&E EV Fleet
- Carl Moyer
- Prop 1B
- HVIP
- VW Mitigation Trust
- CALTRANS (TIRCP)

City Hall Initial Phase

-  One NEW Level 2 Charger
-  One EXISTING Level 2 Charger
 - For Fleet Use

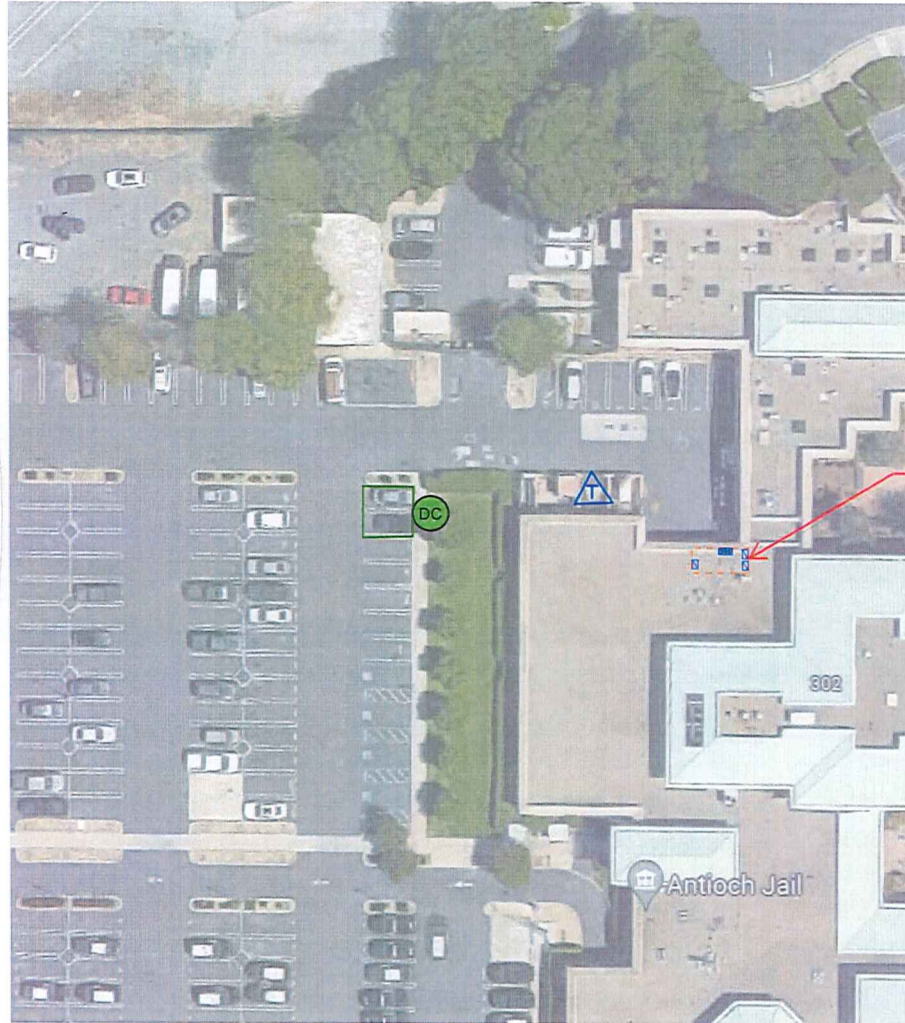


Police Dept Initial Phase

- DC One NEW Dual-Port 150kW DC
Fast Charger
- For Fleet Use

B-8

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Public Works Initial Phase

DC One NEW Dual-Port 150kW DC Fast Charger

L2 One NEW Dual-Port Level 2 Charger

- For Fleet Use

B-9

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CALIFORNIA



Treatment Plant Initial Phase

- L2** Two NEW Dual-Port Level 2 Chargers
 - For Fleet Use

B-10

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CALIFORNIA



Antioch Marina Initial Phase

L2 Two NEW Dual-Port Level 2
Chargers

- For Public USE

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CALIFORNIA



Prewett Water Park Initial Phase

- L2** Four NEW Dual-Port Level 2 Chargers
 - For Public Use

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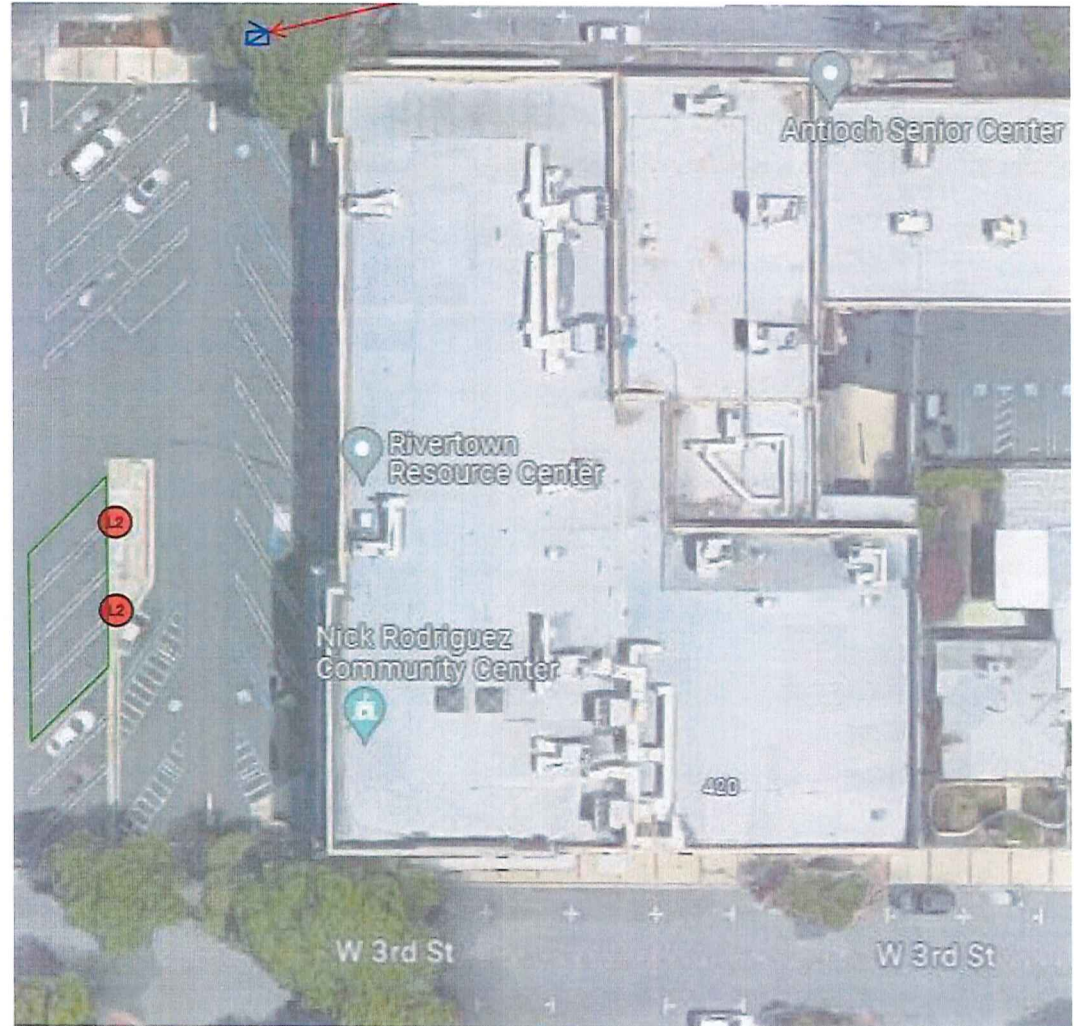


Nick Rodriguez Community Center Initial Phase

- L2** Two NEW Dual-Port Level 2 Chargers
- For Public Use

B-13

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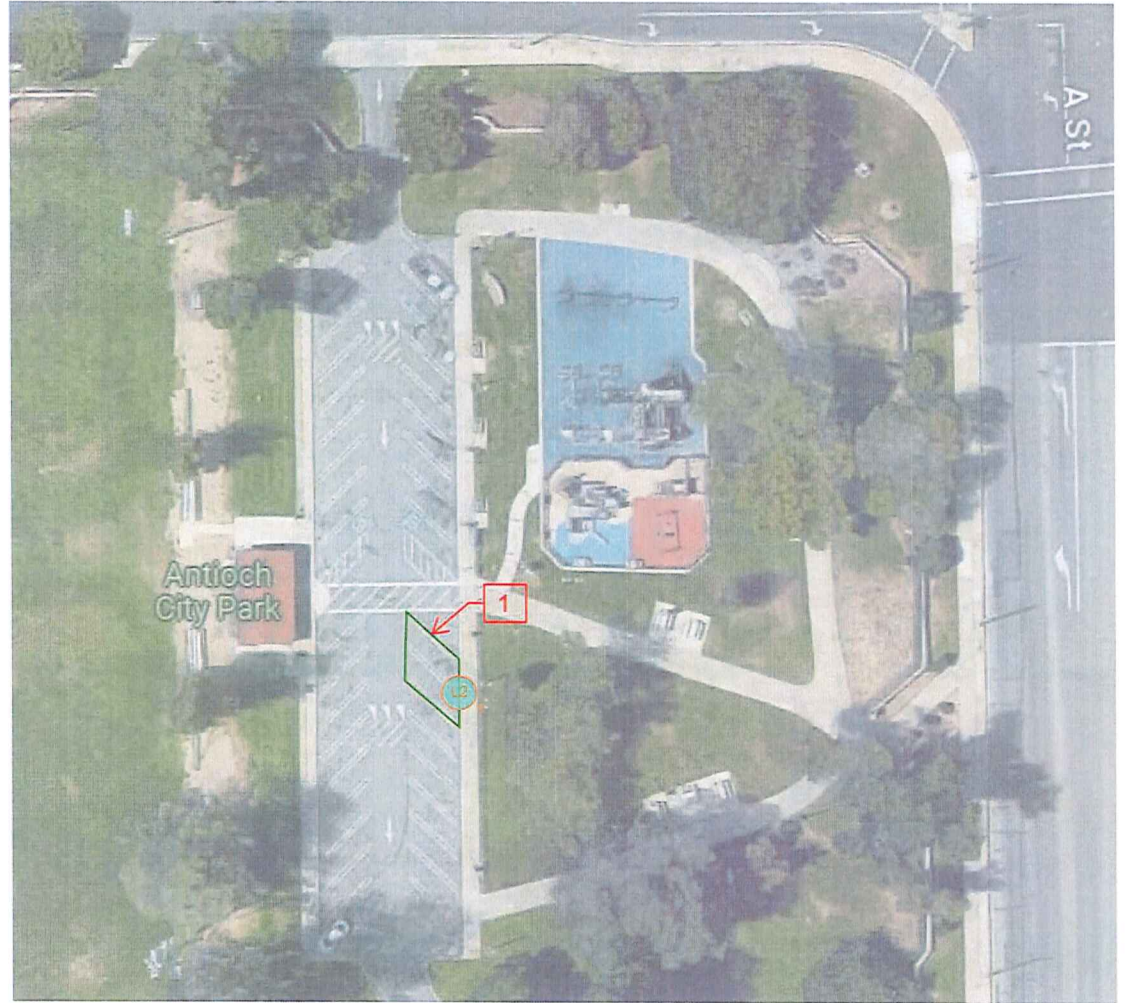


Antioch City Park Initial Phase

- L2** One NEW Dual-Port Level 2
Solar-powered Charger
- For Public Use

B-14

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CALIFORNIA





Questions?

- Please contact Thomas Paddon at tpaddon@frontierenergy.com

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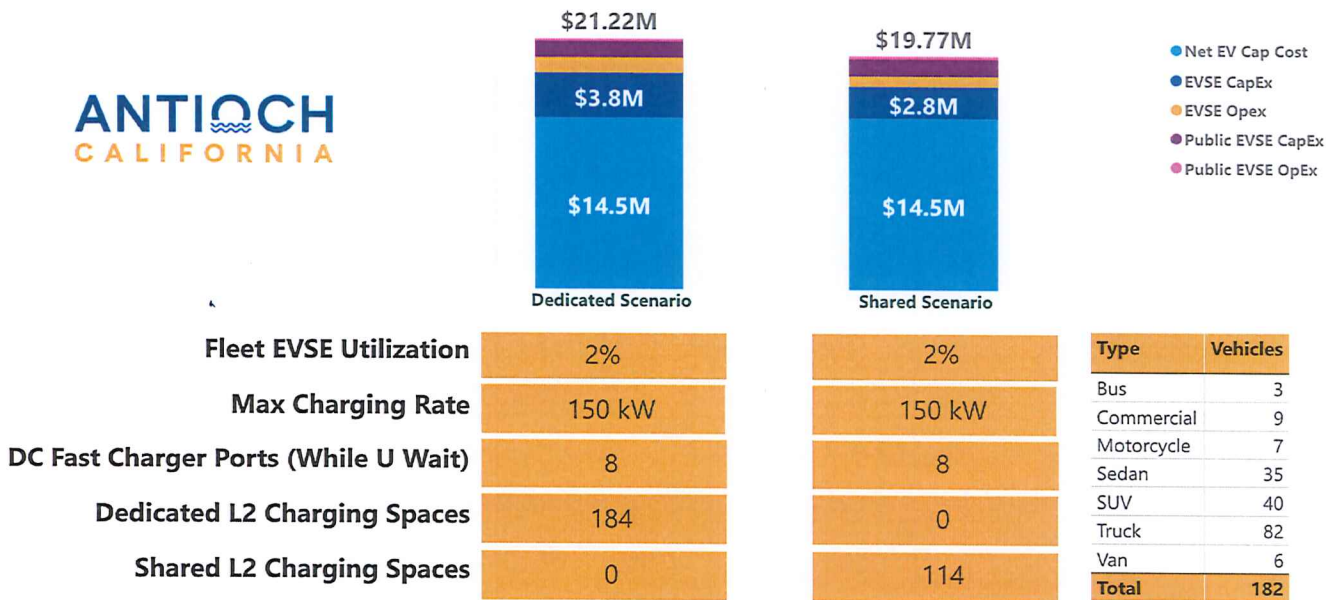
APPENDIX

Summary

- 182 fleet vehicles parked at six different facilities
- Deployment of Level 2 and DC Fast chargers across the six locations
- Dedicated and Shared Transition scenarios evaluated



10-Year Summary



DRAFT