



## **ANNOTATED AGENDA**

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

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

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**Date: Tuesday, August 13, 2024**

**Time: 5:15 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](http://www.antiochca.gov)). Please see the inside cover for detailed Speaker Rules.*

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

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

**Ellie Householder**, City Clerk  
**Lauren Posada**, City Treasurer  
**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](mailto: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 \(antiochca.gov\)](https://www.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 \(antiochca.gov\)](https://www.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 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.

**5:15 P.M.      ROLL CALL – CLOSED SESSION – for Council Members – *All Present***

#### **PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS** *for Closed Session – None*

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**  
pursuant to California Government Code section 54956.9: National Prescription Opiate Litigation, United States District Court Northern District of Ohio Eastern Division, Case No. 1:17-md-2804.

***Council unanimously approved settlement, 5/0***

- 2) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,**  
Initiation of litigation pursuant to California Government Code section 54956.9(c): Two Cases.

***Direction provided to City Attorney***

- 3) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –**  
pursuant to California Government Code section 54956.9: California Resources Production v. City of Antioch et al. Contra Costa County Superior Court Case No. N21-2354; Delta Gas Gathering, Inc. and California Energy Exchange Corporation v. City of Antioch et al. Contra Costa County Superior Court Case No. N21-2355; and Enerfin Resources Northwest Limited Partnership v. City of Antioch et al. Contra Costa County Superior Court Case No. N21-2356.

***Direction provided to City Attorney***



**CLOSED SESSION – Continued**

- 4) **PUBLIC EMPLOYMENT** – Recruitment of City Manager. This closed session is authorized pursuant to California Government Code Section 54957(b).

***Direction provided to Human Resources Director and City Attorney***

**5:17 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION**

**7:02 P.M. ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***Council Members District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Hernandez-Thorpe (Council Member District 1 Torres-Walker arrived at 7:04 p.m.) [Council Member District 2 Barbanica – Absent]***

**PLEDGE OF ALLEGIANCE**

**CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION**

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

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

- CONTRA COSTA COUNTY MOSQUITO & VECTOR CONTROL BOARD
- ECONOMIC DEVELOPMENT COMMISSION
- PARKS AND RECREATION COMMISSION

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

**CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

**MAYOR’S COMMENTS**

**2. PRESENTATIONS**

**2.01. PFM ASSET MANAGEMENT LLC**

Presented by Justin Resuello, Client Relations Manager

**2.02. PROJECT UPDATE FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**

***Received***

Recommended Action: It is recommended that the City Council receive and file the Brackish Water Desalination Project update.

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

**A. APPROVAL OF COUNCIL MEETING MINUTES FOR JULY 23, 2024**

***Continued, 4/0***

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

**B. APPROVAL OF COUNCIL WARRANTS**

***Approved, 4/0***

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

**C. APPROVAL OF HOUSING SUCCESSOR WARRANTS**

***Approved, 4/0***

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

**D. AWARD OF AGREEMENT TO ADVANCED TRENCHLESS INC. FOR EMERGENCY UNDERGROUND WATER AND SEWER/STORM UTILITY INFRASTRUCTURE REPAIRS**

***Reso No. 2024/108 adopted, 4/0***

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

- 1) Awarding the agreement to Advanced Trenchless Inc. for underground water and sewer/storm infrastructure repair services on an as-needed basis for a three (3) year term beginning August 13, 2024, through June 30, 2027, in the amount of \$2,250,000 with an option to extend two (2) additional years in the amount of \$1,500,000 for a five (5) year amount not to exceed \$3,750,000; and
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

**E. FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH COASTLAND FOR ON-CALL CONSULTANT INSPECTION SERVICES**

***Reso No. 2024/109 adopted, 4/0***

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

- 1) Approving the first amendment to the Consulting Services Agreement with Coastland for on-call consultant inspection services, increasing the contract by \$100,000, for a total contract amount not to exceed \$400,000; and
- 2) Authorizing the Acting City Manager to execute the first amendment to the Agreement in a form approved by the City Attorney.

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

**F. AWARD OF AGREEMENT TO BARTLEY PUMP, PM LLC, DBA PUMPMAN CO. FOR ON-CALL PUMP REPAIRS AND REBUILDS**

***Reso No. 2024/110 adopted, 4/0***

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

- 1) Awarding the agreement to Bartley Pump, PM LLC. DBA Pumpman Co. for a three (3) year term beginning July 1, 2024, through June 30, 2027, in the amount of \$300,000 with an option to extend the agreement two (2) additional years in the amount of \$200,000 for a five (5) year amount not to exceed \$500,000; and
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

**PUBLIC HEARING**

**4. EAST LONE TREE SPECIFIC PLAN PROJECT**

Recommended Action: The Planning Commission recommends that the City Council take the following actions:

***Reso No. 2024/111 adopted, 4/0***

- 1) Adopt the resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report (SEIR).

***Reso No. 2024/112 adopted, 4/0***

- 2) Adopt the resolution approving the East Lone Tree Specific Plan amendment.

**CEQA:** In accordance with CEQA, the City has prepared a Supplemental Environmental Impact Report (SEIR), which determined all potentially significant environmental impacts for the potential ultimate buildout of the project would be mitigated to a less-than-significant level with incorporation of mitigation. The SEIR for the East Lone Tree Specific Plan Project was circulated for public review from January 11, 2024, to February 26, 2024, to solicit comments and input from the public. The City received four comment letters during the public review period. Minor revisions to the SEIR were required as a result of the comment letters, and no new significant information was identified during the comment period. Therefore, recirculation of the SEIR is not required.

## **COUNCIL REGULAR AGENDA**

5. REQUEST TO OVERHIRE ONE POLICE CAPTAIN FOR THE REMAINDER OF FISCAL YEAR 2024/25

***Reso No. 2024/113 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution to authorize the overhire of one Police Captain position for the remainder of Fiscal Year 2024/25.

6. REQUEST TO ADD ONE ADMINISTRATIVE ANALYST I POSITION FOR THE POLICE DEPARTMENT

***Reso No. 2024/114 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution to approve the addition of one Administrative Analyst I position to the Police Department and the necessary Fiscal Year 2024/25 General Fund budget adjustment.

7. DISPOSITION OF REAL PROPERTY LOCATED AT 275 WEST TREGALLAS ROAD, ANTIOCH, CA (APN 071-050-047); AUTHORIZATION OF THE ACTING CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH DELTA LEARNING CENTER; APPROVAL OF CERTAIN RELATED ACTIONS; AND CEQA EXEMPTION FINDINGS

***Reso No. 2024/115 adopted, 4/0***

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

- 1) Approving the disposition of the real property located at 275 West Tregallas Road, Antioch, California (APN 071-050-047) ("Property");
- 2) Authorizing the Acting City Manager to execute the Purchase and Sale Agreement and Joint Escrow Instructions with Delta Learning Center for disposition of the Property with a purchase price in the amount of One Dollar (\$1.00) with certain reservations of rights and deed use restrictions; and
- 3) Making a finding that the disposition of the Property is found to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA).

## **COUNCIL REGULAR AGENDA – Continued**

8. CONSIDERATION OF A CANNABIS OPERATING AGREEMENT FOR ANT GREEN LLC  
**Reso No. 2024/116 adopted, 3/1 (Ogorchock-No)**

Recommended Action: It is recommended that the City Council:

- 1) Adopt a resolution approving a cannabis operating agreement between the City and ANT Green LLC and
- 2) Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

9. CONSIDERATION OF A CANNABIS OPERATING AGREEMENT FOR OTC ANTIOCH, LLC

**Reso No. 2024/117 adopted, 3/1 (Ogorchock-No)**

Recommended Action: It is recommended that the City Council:

- 1) Adopt a resolution approving a cannabis operating agreement between the City and OTC Antioch, LLC and
- 2) Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

10. CITY COUNCIL REQUESTED DISCUSSION ITEM – DISCUSSION ON WORKING WITH CONTRA COSTA COUNTY TO CREATE A COORDINATED OUTREACH REFERRAL, ENGAGEMENT (C.O.R.E.) TEAM FOR ANTIOCH

**Direction provided to staff to agendize workshop on homelessness**

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff.

## **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.*

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

**Motioned to adjourn meeting at 9:46 p.m., 4/0**

The City of Antioch urges residents to become involved in their local community! One way to do so is to serve on the various Boards, Commissions, and Committees. Any interested resident is encouraged to apply for the vacancies by **5:00 p.m. on the deadline below.**

**DEADLINE DATE: FRIDAY, AUGUST 16, 2024:**

- **PARKS AND RECREATION COMMISSION**
  - One (1) vacancy, expiring March 2028

**EXTENDED DEADLINE DATE: FRIDAY, AUGUST 30, 2024:**

- **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**
  - One (1) vacancy, expiring April 2026

**EXTENDED DEADLINE DATE: FRIDAY, AUGUST 30, 2024:**

- **ECONOMIC DEVELOPMENT COMMISSION**
  - Two (2) vacancies, expiring June 2025
  - Three (3) vacancies, expiring June 2027
  - One (1) Chamber of Commerce vacancy, expiring June 2027

To be considered for the vacancy position(s) listed above, please fill out an application available on the City's website at <https://bit.ly/COA-BC23>. Printed applications are also available at Antioch City Hall, 200 H Street, Antioch, CA.

Please return the completed application by the deadline date listed above, by email to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov). You can also drop off the application (Attn: City Clerk), in the water billing drop-off box outside Antioch City Hall.



***Your interest and desire to serve our community can make a difference.***

**#1**





The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Parks and Recreation Commission shall have the following duties:

(A) To serve in an advisory capacity to the Council in matters pertaining to park and recreation policy and to the City Manager, the Parks and Recreation Director, and the Public Works Superintendent in matters pertaining to the administration of park and recreation functions;

(B) To survey all public and private recreation facilities and recommend a coordinated recreation program for the city;

(C) To survey the current and future recreation needs of the community and recommend such acquisitions, improvements, joint uses, programming, and financing as will provide a sound, year-round recreational program for all ages;

(D) To foster close cooperation between the city and the school district and with other agencies performing recreational activities or hiring recreational facilities to the end that duplications may be eliminated, costs may be reduced to a minimum, and the most efficient use may be made of all available facilities;

(E) To advise the Parks and Recreation Director in the preparation and submission of annual budgets and current and long-range recreational programs and capital improvements;

(F) To render an annual report to the Council as soon as practicable after June 30 of each year covering the activities of the Parks and Recreation Commission for the preceding fiscal year and its recommendations for the future; and

(G) To render such interim reports as, in the judgment of the Parks and Recreation Commission, will be useful to the Council in formulating or carrying out recreational policies or activities, or as requested by the Council. (*Ord. No. 104-C-S*)

**Meetings:**

Meetings are held on the third Thursday of every other month at 7:00 p.m., held at City Hall Council Chambers at 200 H Street.

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



**Extended Deadline Date: By 5:00 p.m., August 30, 2024**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

The Board of Trustees are officials appointed by their respective city councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve without compensation for a term of two to four years and are highly dedicated to this community service.

Additional information regarding the responsibilities and duties are available online at [www.contracostamosquito.com](http://www.contracostamosquito.com).

**Qualifications:**

To be eligible, you must be an Antioch resident and a Contra Costa County taxpayer who is at least 18 years old and interested in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel, or land development.

**Meetings:**

Board meets on the second Monday of every other the month starting January at 7:00 p.m., and occasionally, it may be necessary to hold a special Board meeting.

**Location:**

Meetings are to be held at the District Office address, located at 155 Mason Circle, Concord

If you are interested in pursuing volunteer positions with the City of Antioch, please complete an application and submit it via email to [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mail/deliver it to the Office of the City Clerk, by the deadline date mentioned above. Applications must include your responses to the Questionnaire to be considered.

Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.



*Two (2) Vacancies, expiring June 2025*  
*Three (3) Vacancies, expiring June 2027*  
*One (1) Chamber of Commerce Vacancy, expiring June 2027*  
**EXTENDED Deadline Date: By 5:00 p.m., August 30, 2024**

The City of Antioch encourages residents to become involved in their local community. One way to do so is to serve on various commissions, boards, and committees. Any interested resident is encouraged to apply.

**Purpose:**

Economic Development Commission serves in an advisory capacity to the City Council in matters pertaining to economic development issues within the City and makes recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City's economic base and create quality jobs.



**Committee Seats:**

- Seven (7) Members, 4-year terms.
  - At least five (5) members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City of Antioch.
  - Members with backgrounds in commercial real estate, marketing or investment banking are strongly preferred.
  - Antioch Chamber of Commerce shall recommend one member.

**Meetings:**

Regular meetings are held at 6:00 p.m. in the Council Chambers, 200 H Street, Antioch CA.

- First Tuesday in February, April, June, September, October, and December.
- Third Tuesday in July.
- First Tuesday on an as-needed basis only, in March, May, and November.
- No Meetings are held during January or August

**Additional Requirements:**

- Commissioners are required to submit the Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter.
- Commissioners are required to complete a 2-hour online AB1234 Ethics training course within one year of their appointment.
- Newly appointed and reappointed members are required to take an Oath of Office administered by the City Clerk.

To be considered for these volunteer position(s), a completed application must be emailed to: [cityclerk@antiochca.gov](mailto:cityclerk@antiochca.gov), or mailed/delivered to the Office of the City Clerk, by the deadline date listed above. Applications are available on the City's website at: <https://bit.ly/COA-BC23>, and at the City Clerk's Office.

# City of Antioch

## Investment Performance Review For the Quarter Ended June 30, 2024

### Client Management Team

Justin Resuello, Client Relations Manager  
Kyle Tanaka, Assistant Program Administrator  
Jeremy King, Key Account Manager  
Rachael Miller, Client Consultant

### PFM Asset Management LLC

633 W 5th St., 25th Floor  
Los Angeles, CA 90071  
213-500-8694

213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723

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## Market Update

## Current Market Themes



- ▶ The U.S. economy is characterized by:
  - ▶ Moderating economic growth following two quarters of exceptional strength
  - ▶ Recent inflation prints resuming the path towards the Federal Reserve (Fed)'s 2% target
  - ▶ Labor markets continuing to show strength while unemployment has ticked up modestly
  - ▶ Resilient consumer spending supported by wage growth that is outpacing inflation



- ▶ Federal Reserve pushes out rate cuts
  - ▶ Fed revises expectations from 3 rate cuts in 2024 to 1 by year end following a lack of progress in the fight against inflation
  - ▶ Market continues to expect 1 or 2 rate cuts in 2024
  - ▶ Fed officials note that the risks to its “dual mandate” of stable inflation and maximum employment are becoming more balanced



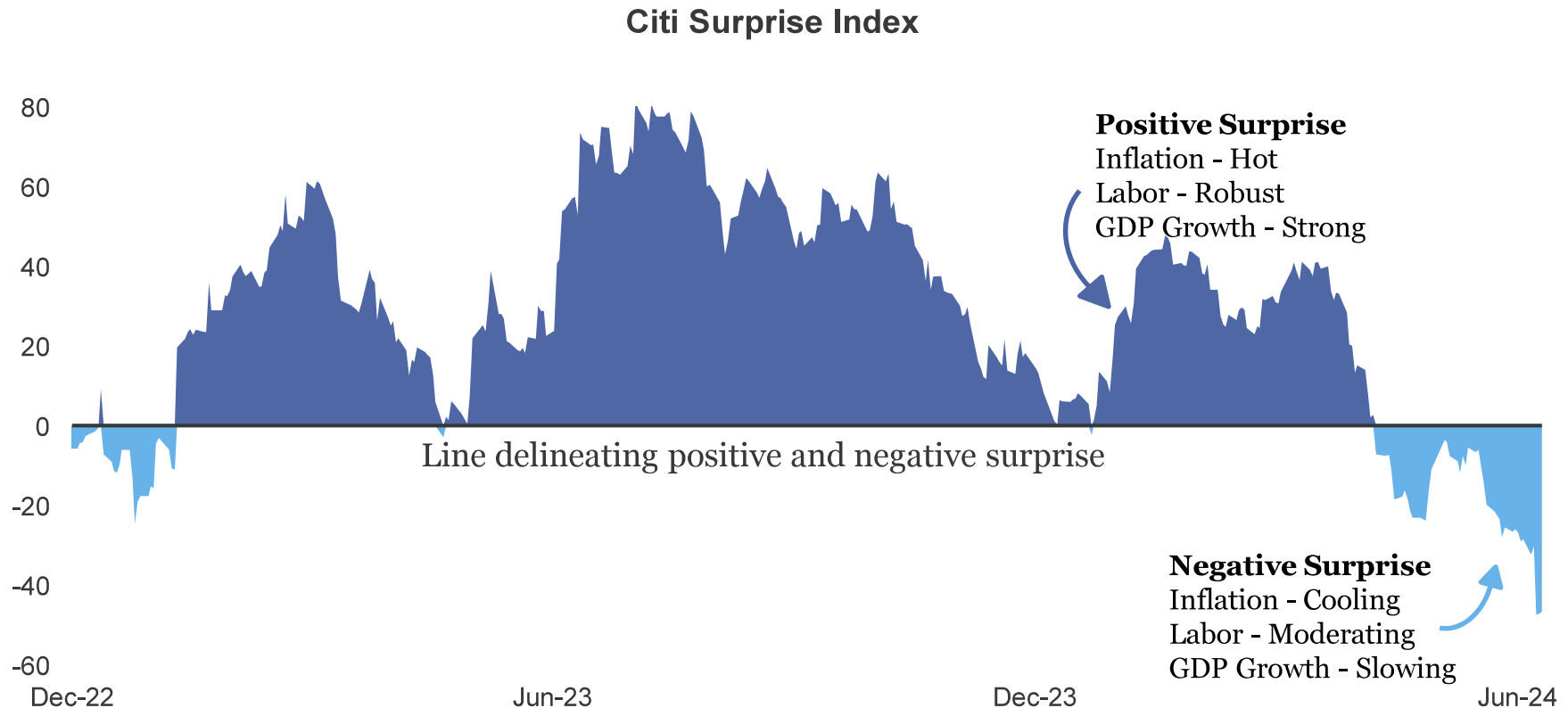
- ▶ Treasury yields increase in response to economic data over the quarter
  - ▶ Yields on maturities between 2 and 10 years rose 13-20 basis points during the quarter
  - ▶ The yield curve has now been inverted for 24 months, the longest period in history
  - ▶ Spreads across most sectors remain near multi-year tightness and represent market expectations for a soft landing



## Recent Economic Data Points to Moderation

The Citi Surprise Index measures various economic readings relative to market expectations.

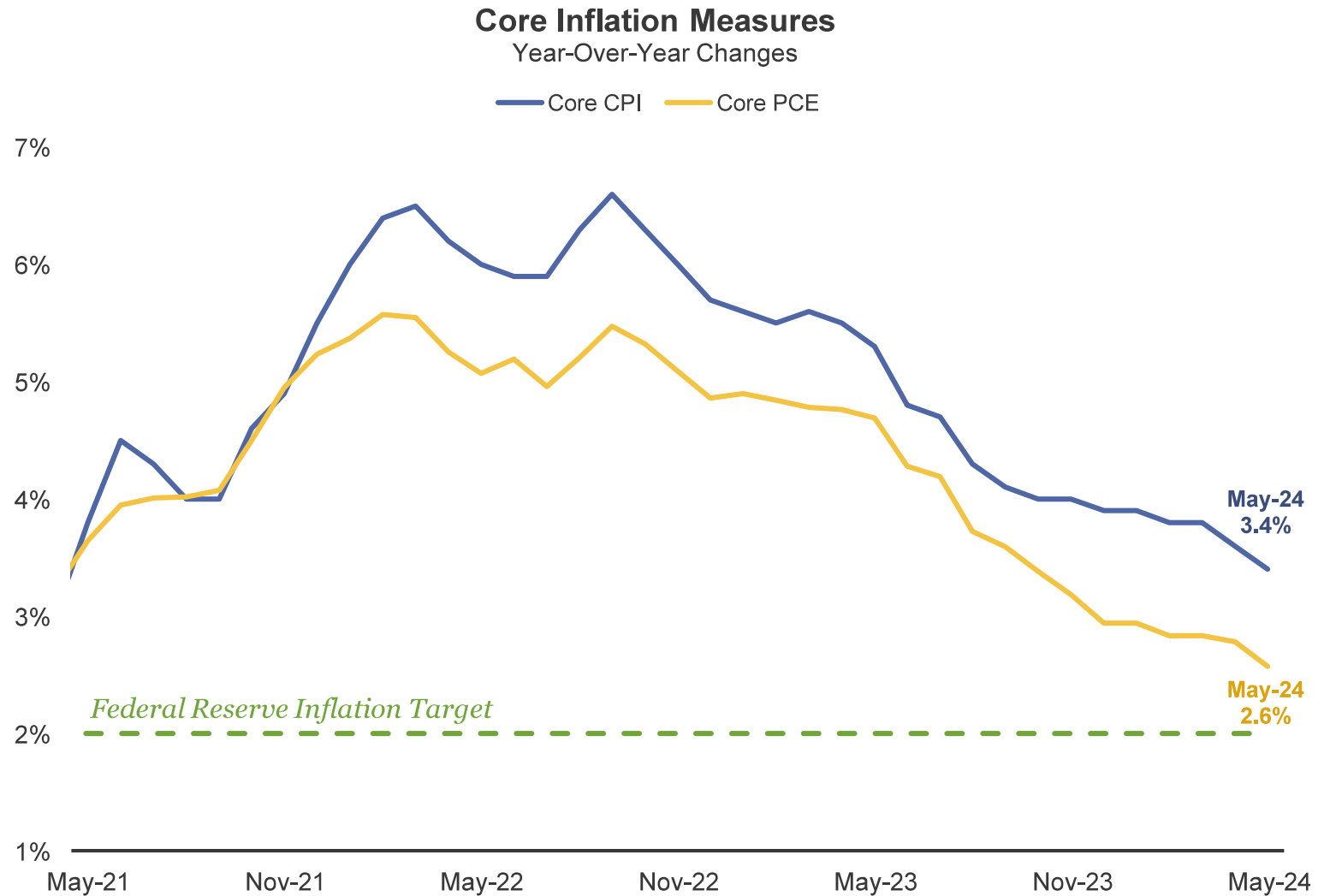
- **A positive reading** means that data releases have been **greater than market expectations**
- **A negative reading** means that data releases have been **less than expected**



Source: Bloomberg, as of 7/5/2024.

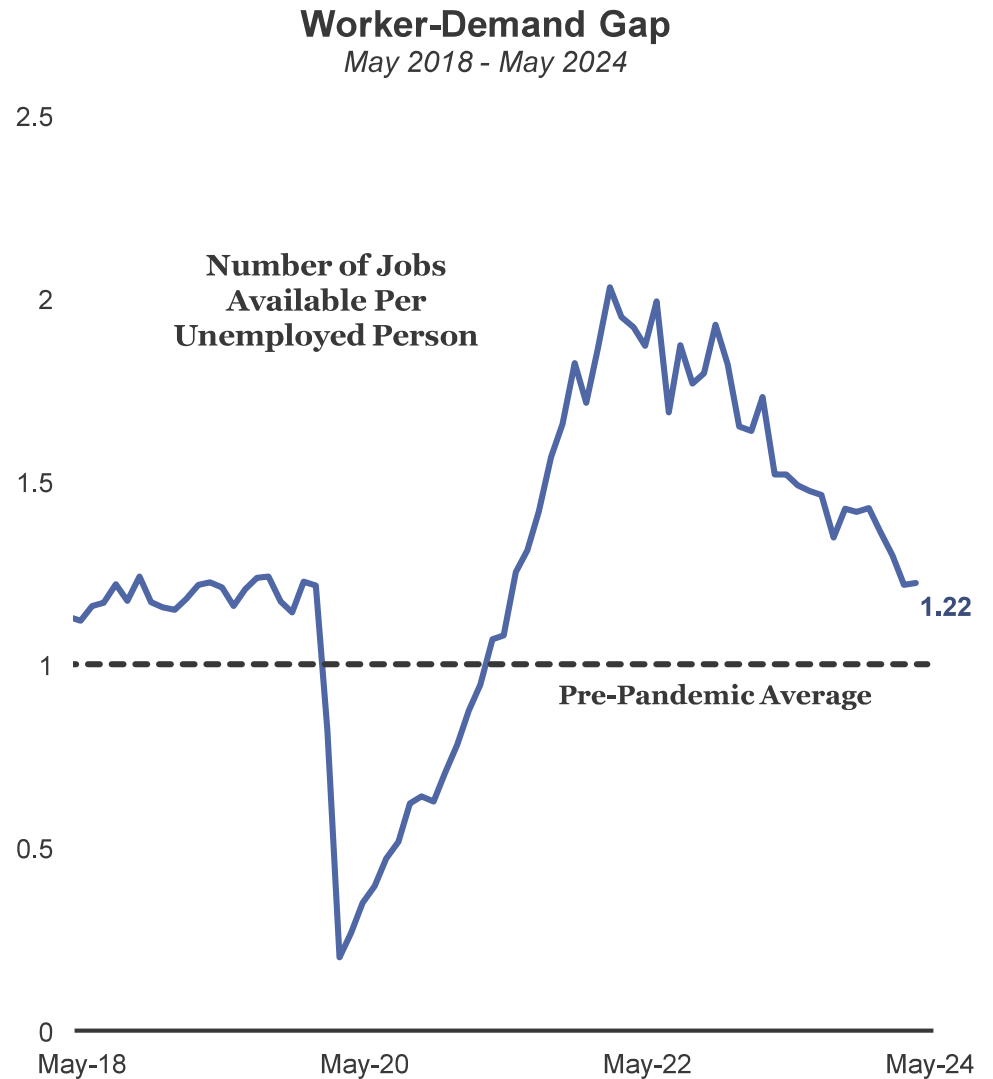
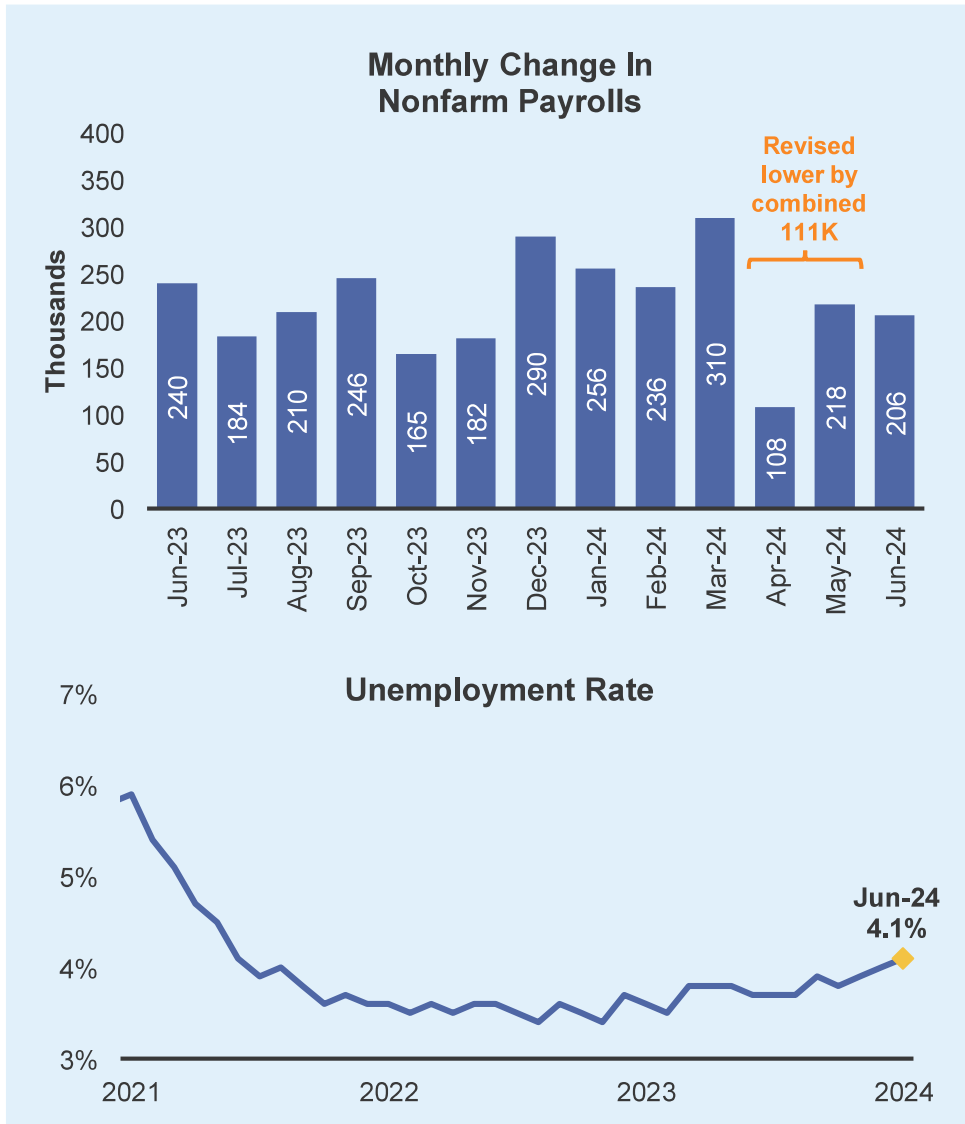
## Fed's Preferred Inflation Measure Shows Progress

Core CPI and PCE strips out the volatile food and energy components.



Source: Bureau of Labor Statistics, Bureau of Economic Analysis, and Bloomberg. As of May 2024.

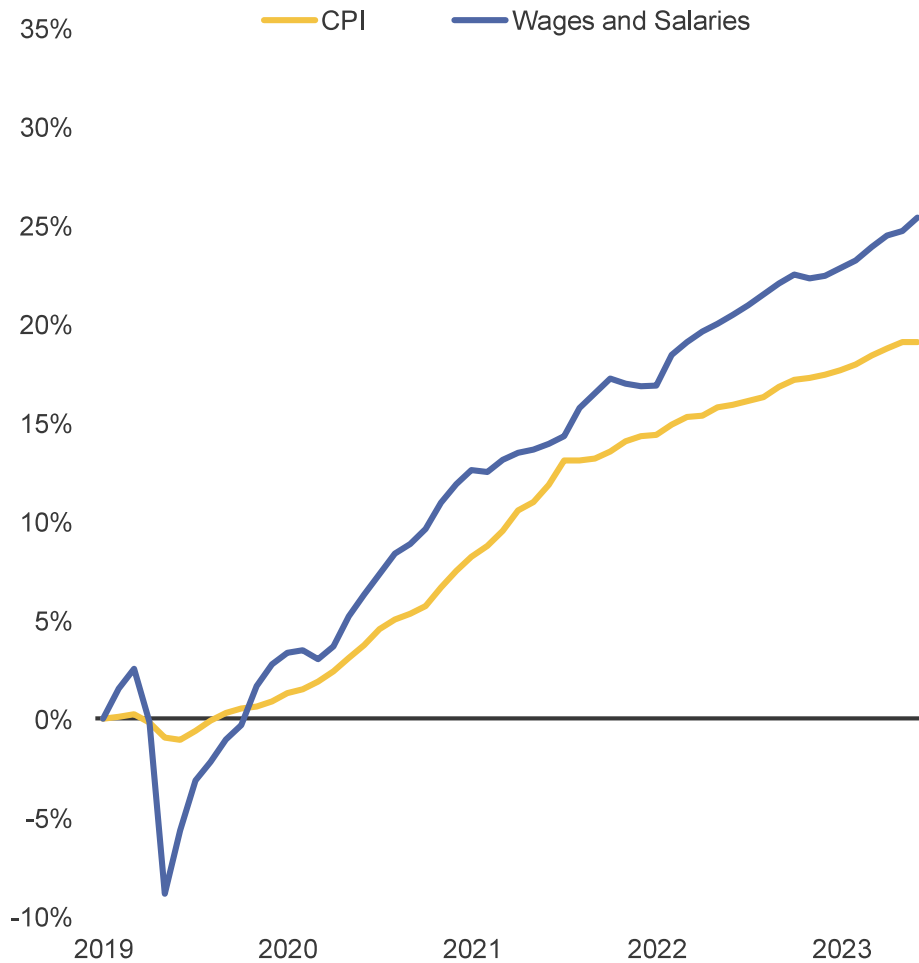
## Labor Market Moves Into Better Balance



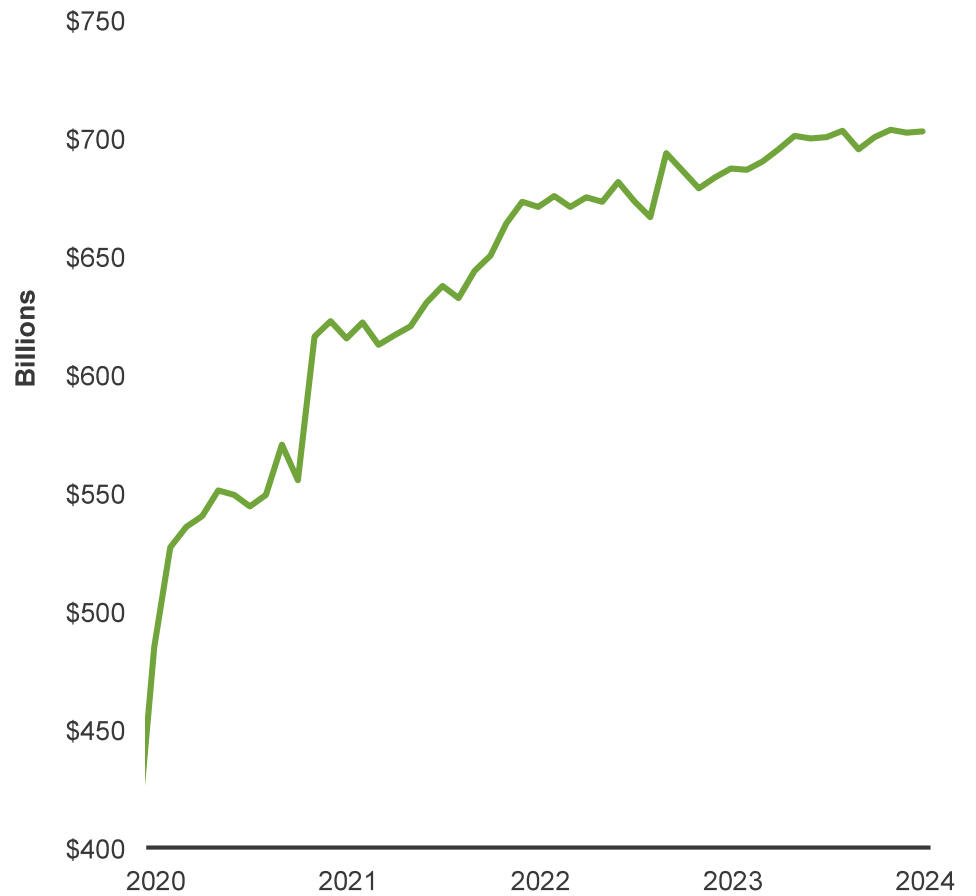
Source: Bloomberg, Bureau of Labor Statistics. Monthly change in nonfarm payrolls and unemployment rate as of June 2024. Data is seasonally adjusted (left). Worker demand gap as of May 2024. Pre-pandemic average from February 2016 – February 2020 (right).

## The Consumer Moderates But Remains Well Positioned Given Strong Wage Growth

### Percentage Change in Earnings and Inflation



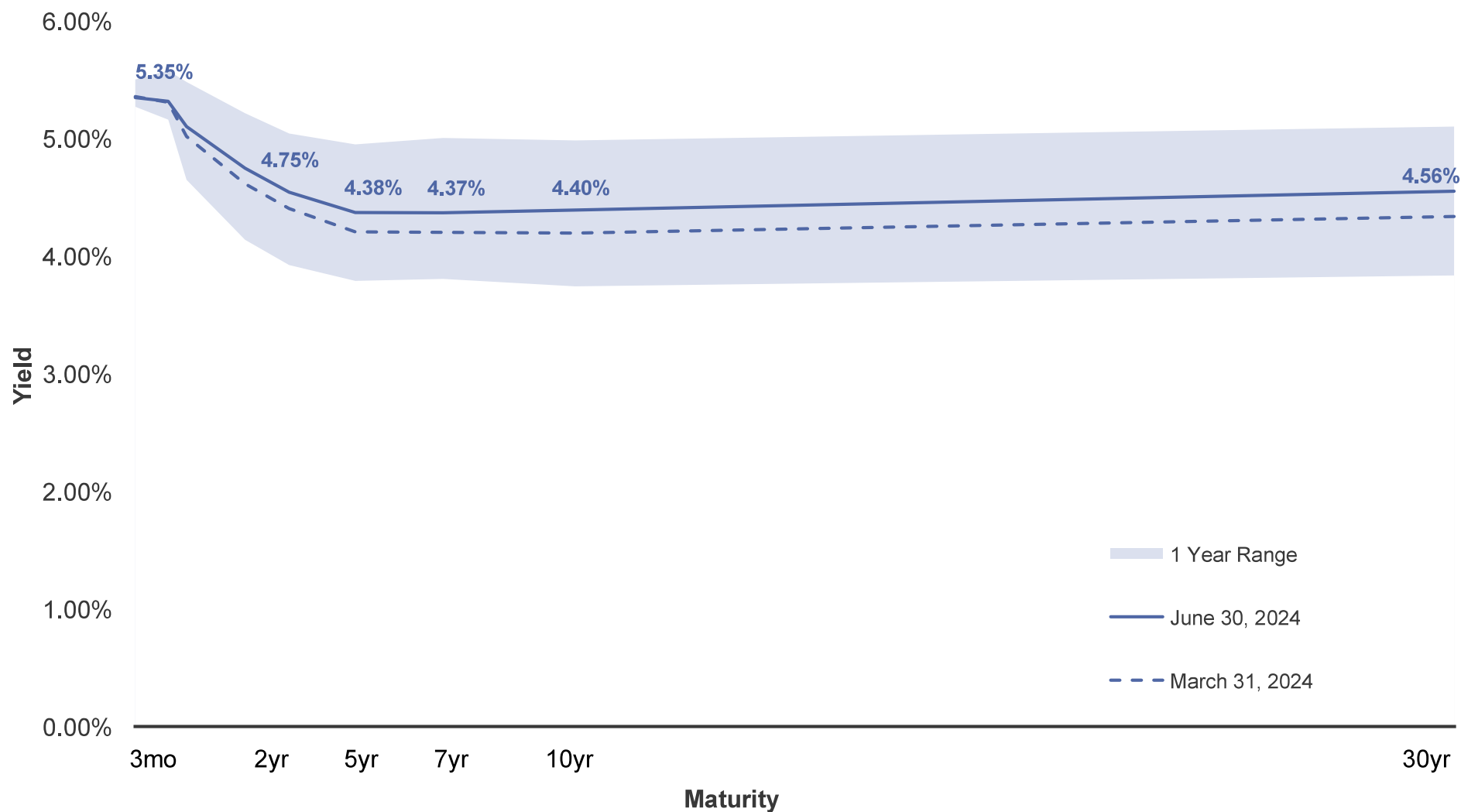
### Retail Sales (Monthly)



Source: Bloomberg, U.S. Census Bureau, Bureau of Economic Analysis as of May 2024 (left). Bloomberg, U.S. Census Bureau as of May 2024 (right).

## Treasury Yields Move Higher as Market Evolves to Revised Fed Expectations

### U.S. Treasury Yield Curve



Source: Bloomberg, as of 6/30/2024.

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## Account Summary

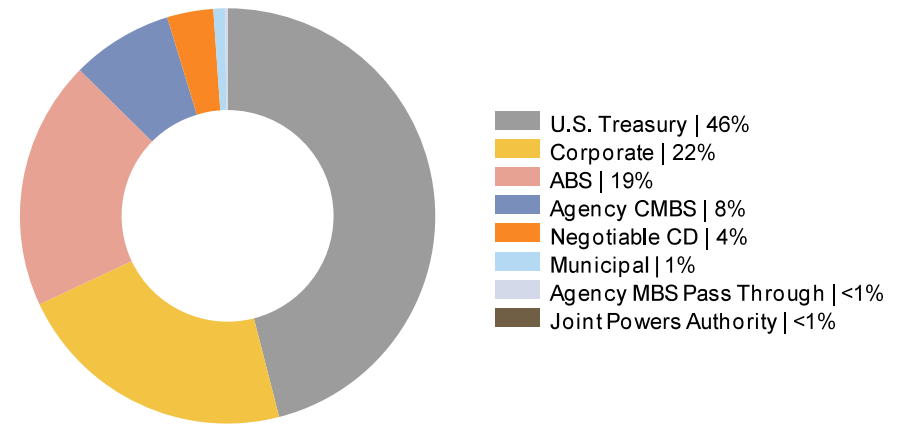


## Portfolio Snapshot - CITY OF ANTIOCH, CA<sup>1</sup>

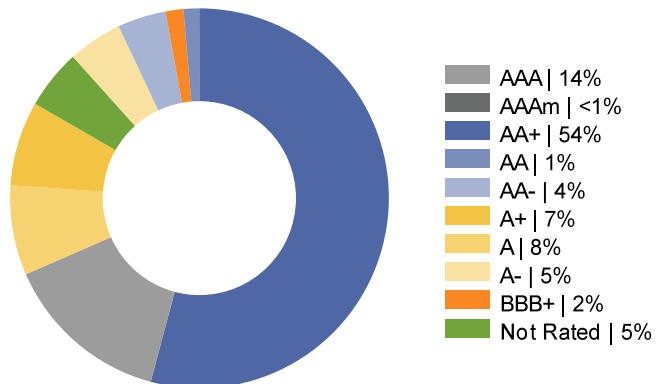
### Portfolio Statistics

<b>Total Market Value</b>	\$112,172,933.78
Managed Account Sub-Total	\$111,125,983.01
Accrued Interest	\$1,006,982.82
Pool	\$39,967.95
<b>Portfolio Effective Duration</b>	1.82 years
<b>Benchmark Effective Duration</b>	1.75 years
<b>Yield At Cost</b>	4.43%
<b>Yield At Market</b>	4.82%
<b>Portfolio Credit Quality</b>	AA

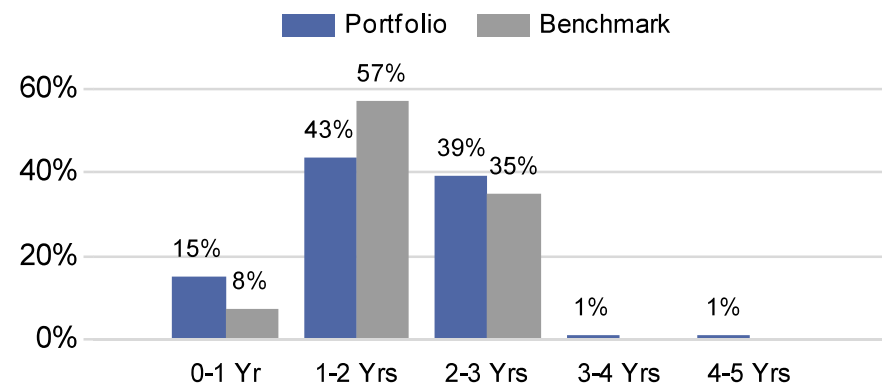
### Sector Allocation



### Credit Quality - S&P



### Duration Distribution



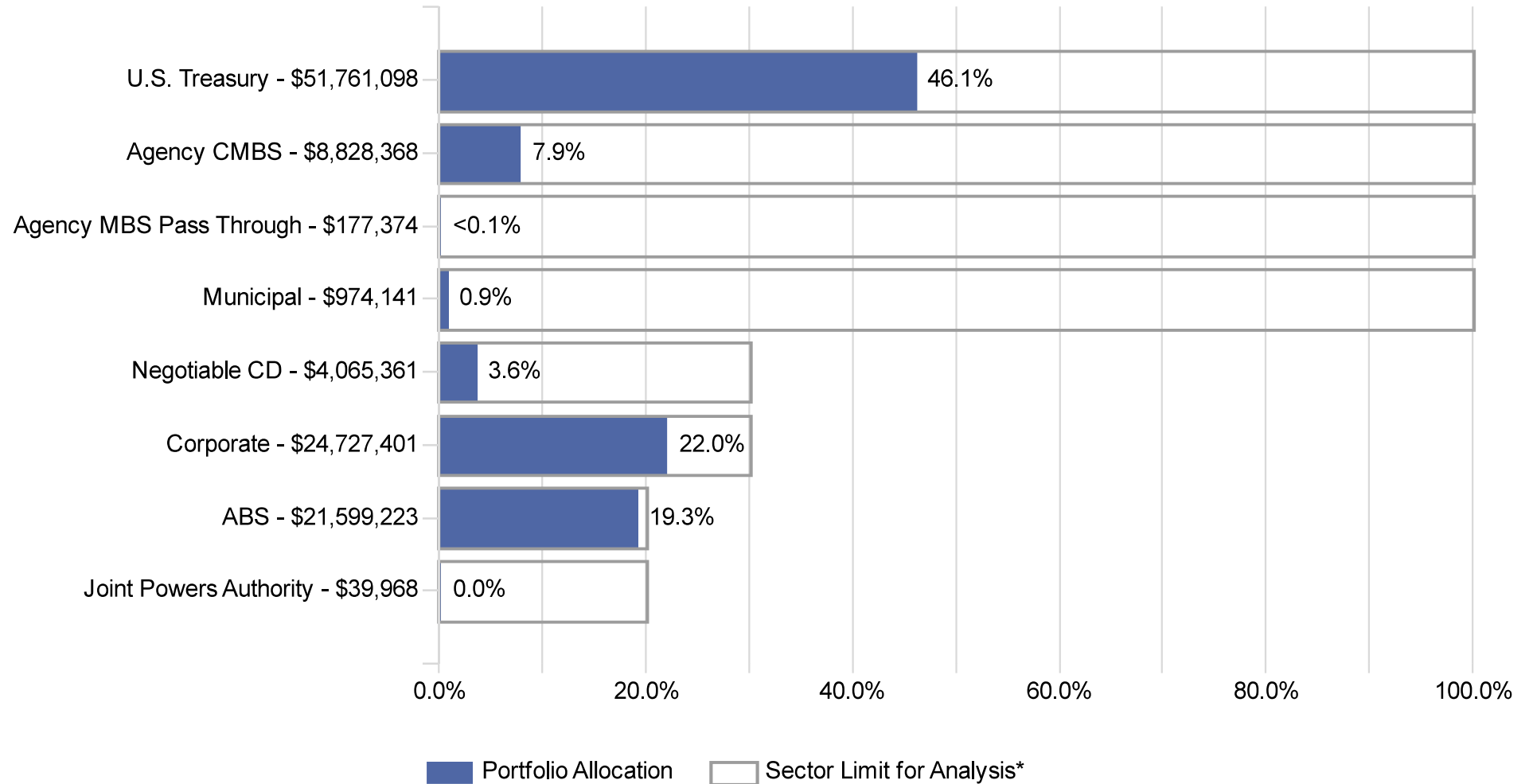
1. Total market value includes accrued interest and balances invested in CAMP, as of June 30, 2024.

Yield and duration calculations exclude balances invested in CAMP.

The portfolio's benchmark is currently the ICE BofA 1-3 Year U.S. Treasury Index. Prior to 2/28/11 it was the ICE BofA 1 Year U.S. Treasury Index. Prior to 9/30/10 it was the ICE BofA 1-3 Year U.S. Treasury Index. Prior to 6/30/02 it was the ICE BofA 1 Year U.S. Treasury Note Index. Source: Bloomberg.

An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

## Sector Allocation Analytics



For informational/analytical purposes only and is not provided for compliance assurance. Includes accrued interest.

\*Sector Limit for Analysis is as derived from our interpretation of your most recent Investment Policy as provided.

## Certificate of Compliance

During the reporting period for the quarter ended June 30, 2024, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

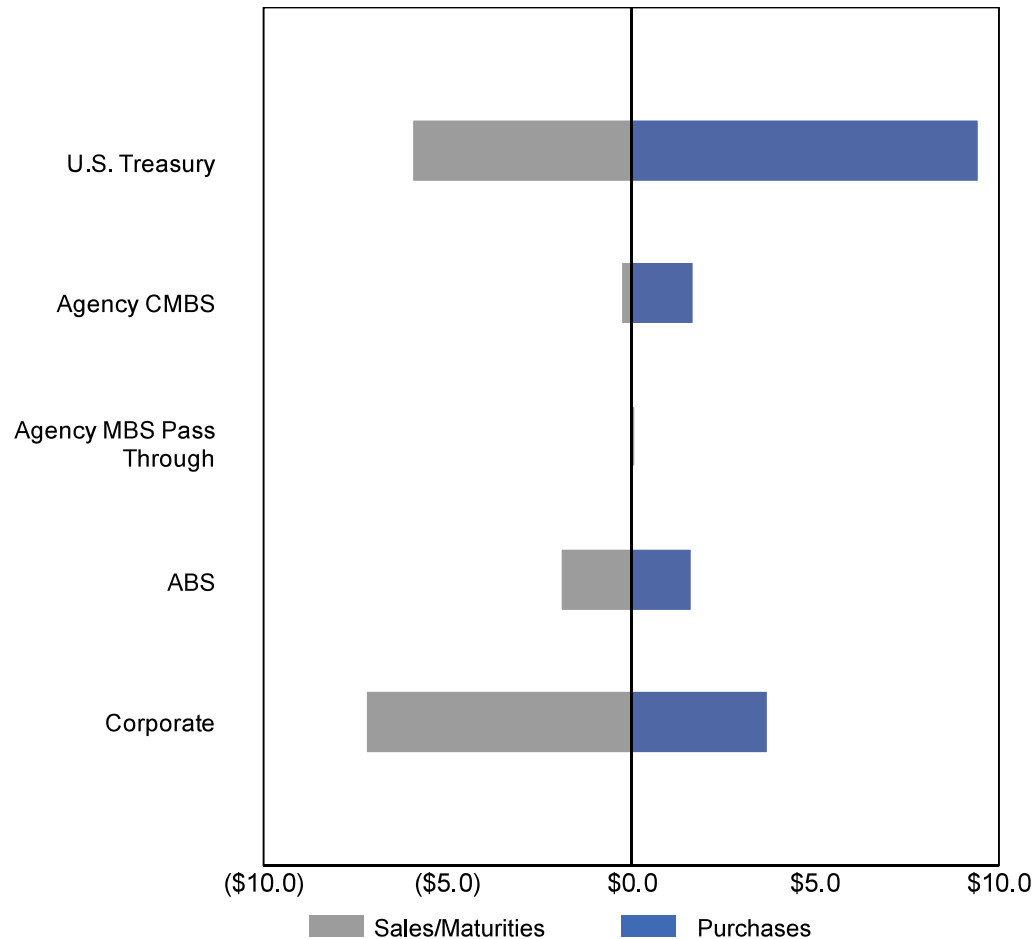
Acknowledged : *PFM Asset Management LLC*

*Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").*

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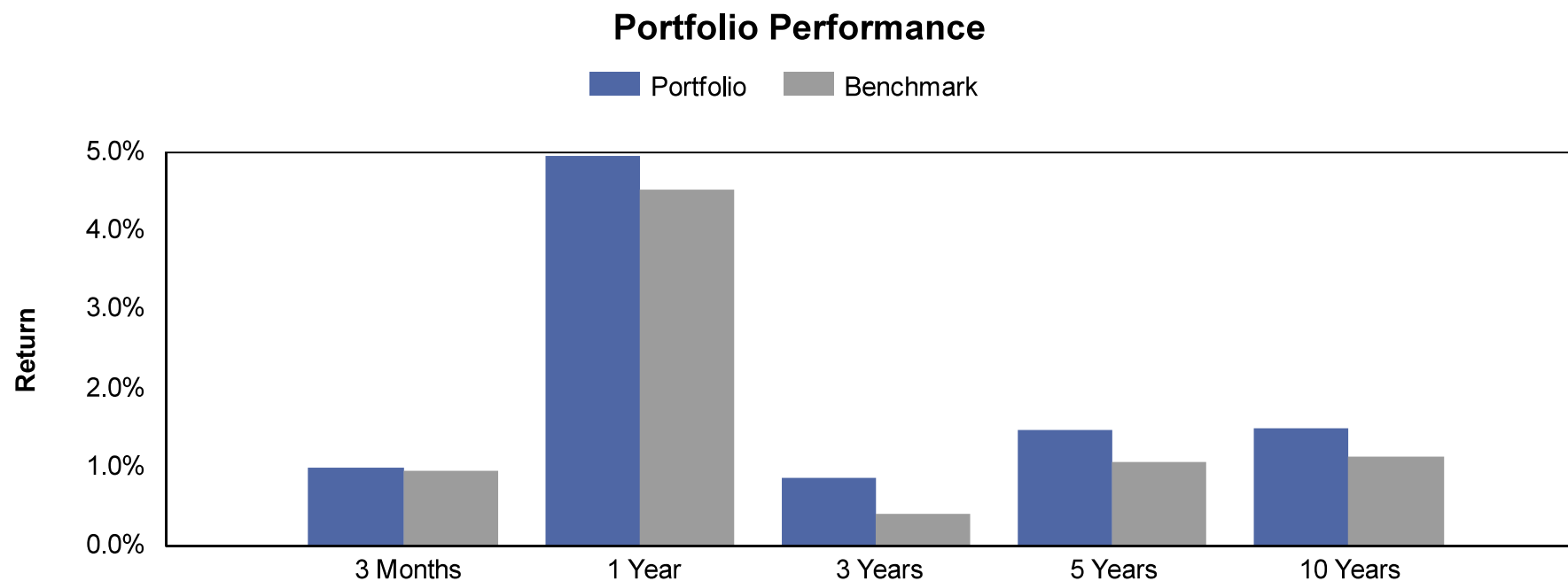
## Portfolio Activity - CITY OF ANTIOCH, CA

**Net Activity by Sector**  
(\$ millions)



Sector	Net Activity
U.S. Treasury	\$3,476,056
Agency CMBS	\$1,415,595
Agency MBS Pass Through	(\$10,914)
ABS	(\$295,847)
Corporate	(\$3,489,167)
<b>Total Net Activity</b>	<b>\$1,095,722</b>

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years <sup>1</sup>
Interest Earned <sup>2</sup>	\$1,149,878	\$3,981,558	\$7,172,409	\$10,522,982	\$16,070,610
Change in Market Value	(\$35,037)	\$1,327,401	(\$4,004,187)	\$9,393,131	\$20,609,850
<b>Total Dollar Return</b>	<b>\$1,114,841</b>	<b>\$5,308,959</b>	<b>\$3,168,222</b>	<b>\$19,916,113</b>	<b>\$36,680,460</b>
<b>Total Return<sup>3</sup></b>					
Portfolio	1.00%	4.96%	0.85%	1.47%	1.50%
Benchmark <sup>4</sup>	0.94%	4.53%	0.40%	1.06%	1.14%
<b>Difference</b>	<b>0.06%</b>	<b>0.43%</b>	<b>0.45%</b>	<b>0.41%</b>	<b>0.36%</b>

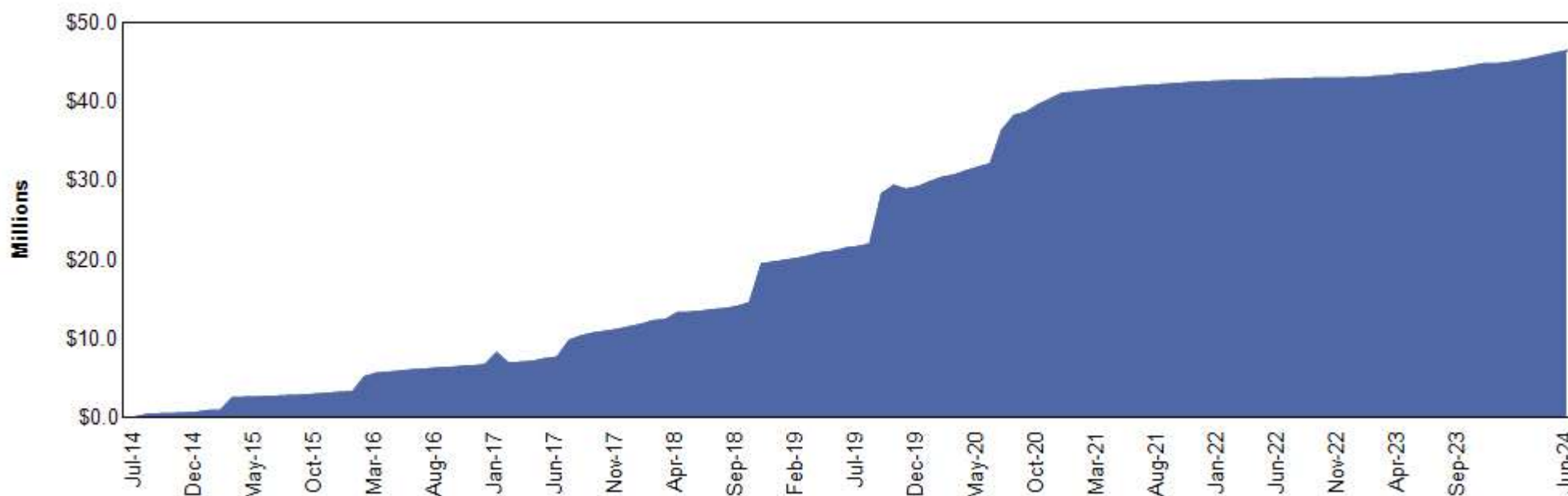
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is June 30, 1995.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is currently the ICE BofA 1-3 Year U.S Treasury Index. Prior to 2/28/11 it was the ICE BofA 1 Year U.S Treasury Index. Prior to 9/30/10 it was the ICE BofA 1-3 Year U.S Treasury Index. Prior to 6/30/02 it was the ICE BofA 1 Year U.S Treasury Note Index. Source: Bloomberg.

## Accrual Basis Earnings - CITY OF ANTIOCH, CA



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year <sup>1</sup>
Interest Earned <sup>2</sup>	\$1,149,878	\$3,981,558	\$7,172,409	\$10,522,982	\$16,070,610
Realized Gains / (Losses) <sup>3</sup>	(\$208,342)	(\$1,284,923)	(\$2,551,093)	(\$1,328,342)	(\$1,681,401)
Change in Amortized Cost	\$57,478	\$152,701	(\$66,282)	\$15,805,250	\$32,108,342
<b>Total Earnings</b>	<b>\$999,014</b>	<b>\$2,849,336</b>	<b>\$4,555,034</b>	<b>\$24,999,890</b>	<b>\$46,497,552</b>

1. The lesser of 10 years or since inception is shown. Performance inception date is June 30, 1995.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Realized gains / (losses) are shown on an amortized cost basis.



---

## Portfolio Review: Issuer Diversification

## Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
<b>U.S. Treasury</b>	<b>46.2%</b>	
UNITED STATES TREASURY	46.2%	AA / Aaa / AA
<b>Agency CMBS</b>	<b>7.9%</b>	
FANNIE MAE	0.8%	AA / Aaa / AA
FREDDIE MAC	7.1%	AA / Aaa / AA
<b>Agency MBS Pass Through</b>	<b>0.2%</b>	
FANNIE MAE	0.2%	AA / Aaa / AA
<b>Municipal</b>	<b>0.9%</b>	
FLORIDA STATE BOARD OF ADMIN FIN CORP	0.7%	AA / Aa / AA
NEW JERSEY TURNPIKE AUTHORITY	0.2%	AA / A / A
<b>Negotiable CD</b>	<b>3.6%</b>	
CREDIT AGRICOLE SA	0.7%	A / Aa / AA
NORDEA BANK ABP	0.9%	AA / Aa / AA
RABOBANK NEDERLAND	1.0%	A / Aa / AA
TORONTO-DOMINION BANK	1.0%	A / A / NR
<b>Corporate</b>	<b>22.1%</b>	
ADOBE INC	0.3%	A / A / NR
AMERICAN EXPRESS CO	0.3%	BBB / A / A
AMERICAN HONDA FINANCE	0.7%	A / A / A
ANZ BANKING GROUP LTD	0.7%	AA / Aa / AA
ASTRAZENECA PLC	0.4%	A / A / A
BANK OF AMERICA CO	0.9%	A / Aa / AA
BMW FINANCIAL SERVICES NA LLC	0.8%	A / A / NR
BP PLC	0.5%	A / A / A
BRISTOL-MYERS SQUIBB CO	0.4%	A / A / NR
CATERPILLAR INC	0.7%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
<b>Corporate</b>	<b>22.1%</b>	
CINTAS CORPORATION NO. 2	0.3%	A / A / NR
CISCO SYSTEMS INC	0.6%	AA / A / NR
CITIGROUP INC	0.4%	BBB / A / A
DEERE & COMPANY	0.7%	A / A / A
ELI LILLY & CO	0.5%	A / A / NR
GOLDMAN SACHS GROUP INC	0.7%	A / A / A
HOME DEPOT INC	0.4%	A / A / A
HORMEL FOODS CORP	0.2%	A / A / NR
LINDE PLC	0.5%	A / A / NR
Mercedes-Benz Group AG	0.8%	A / A / A
MORGAN STANLEY	1.2%	A / A / A
NATIONAL AUSTRALIA BANK LTD	1.3%	AA / Aa / NR
NATIONAL RURAL UTILITIES CO FINANCE CORP	0.8%	A / A / A
NESTLE SA	0.4%	AA / Aa / NR
PACCAR FINANCIAL CORP	0.5%	A / A / NR
PEPSICO INC	0.7%	A / A / NR
PNC FINANCIAL SERVICES GROUP	0.7%	A / A / A
ROCHE HOLDINGS INC	0.6%	AA / Aa / AA
STATE STREET CORPORATION	1.3%	A / A / AA
TEXAS INSTRUMENTS INC	0.4%	A / Aa / NR
THE BANK OF NEW YORK MELLON CORPORATION	0.5%	A / A / AA
TOYOTA MOTOR CORP	0.8%	A / A / A
TRUIST FIN CORP	0.7%	A / Baa / A
UNITEDHEALTH GROUP INC	0.2%	A / A / A
WELLS FARGO & COMPANY	1.1%	A / Aa / AA

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

## Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
<b>ABS</b>	<b>19.3%</b>	
ALLY AUTO RECEIVABLES TRUST	1.1%	AAA / Aaa / NR
AMERICAN EXPRESS CO	1.2%	AAA / NR / AAA
BANK OF AMERICA CO	0.3%	AAA / Aaa / AAA
BMW VEHICLE OWNER TRUST	0.7%	AAA / Aaa / AAA
CAPITAL ONE FINANCIAL CORP	1.2%	AAA / Aaa / AAA
CARMAX AUTO OWNER TRUST	1.5%	AAA / Aaa / AAA
CHASE ISSURANCE	1.4%	AAA / NR / AAA
DISCOVER FINANCIAL SERVICES	1.7%	AAA / Aaa / AAA
FIFTH THIRD AUTO TRUST	0.5%	AAA / Aaa / NR
FORD CREDIT AUTO OWNER TRUST	1.5%	AAA / Aaa / AAA
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	1.0%	AAA / Aaa / AAA
HARLEY-DAVIDSON MOTORCYCLE TRUST	0.6%	AAA / Aaa / AAA
HONDA AUTO RECEIVABLES	0.4%	AAA / Aaa / AAA
HUNTINGTON BANCSHARES INC/OH	0.3%	AAA / Aaa / NR
HYUNDAI AUTO RECEIVABLES	1.0%	AAA / NR / AAA
KUBOTA CREDIT OWNER TRUST	1.7%	NR / Aaa / AAA
MERCEDES-BENZ AUTO RECEIVABLES	0.8%	AAA / Aaa / NR
NISSAN AUTO RECEIVABLES	0.9%	AAA / Aaa / AAA
TOYOTA MOTOR CORP	1.3%	AAA / Aaa / AAA
VOLKSWAGEN AUTO LEASE TURST	0.0%	NR / Aaa / AAA
WORLD OMNI AUTO REC TRUST	0.1%	AAA / NR / AAA
<b>Total</b>	<b>100.0%</b>	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

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- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield-based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

## Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

## Glossary


- Repurchase Agreements: A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- Settle Date: The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- Supranational: A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- Trade Date: The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- Unsettled Trade: A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- U.S. Treasury: The department of the U.S. government that issues Treasury securities.
- Yield: The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- YTM at Cost: The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- YTM at Market: The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst I 

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

**SUBJECT:** Project Update for the Brackish Water Desalination Project; P.W. 694

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive and file the Brackish Water Desalination Project update.

### **FISCAL IMPACT**

There is no fiscal impact for a project update.

### **DISCUSSION**

The Brackish Water Desalination Project ("Project") is the culmination of seven years of work to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management as a result of climate change. The Project will allow the City to preserve its pre 1914 water rights and stay in the Delta by allowing the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant.

The Project was constructed at the City's existing Water Treatment Plant ("WTP") and will have the ability to treat up to six (6) million gallons per day ("mgd") of water from the Delta. The Project also includes the relocation and replacement of the City's existing intake pump station. The new pump station includes state of the art fish screens, designed to protect our local fish population and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the WTP. In addition, the Project includes the construction of a 4.3 mile long brine disposal pipeline from the WTP to the existing Delta Diablo Wastewater Treatment Plant (Delta Diablo) outfall. This new disposal line will convey approximately 2 mgd of brine for discharge through Delta Diablo's existing wastewater outfall.

Construction on the Project officially began in January of 2021. The Project is now approximately 98% complete. Although the Project completion date under the City's contract with Shimmick Construction was May 18, 2023, the Project took significantly



operational testing this fall. Testing is expected to be completed by the end of 2024. The Project is expected to be fully operational as early as January 2025.

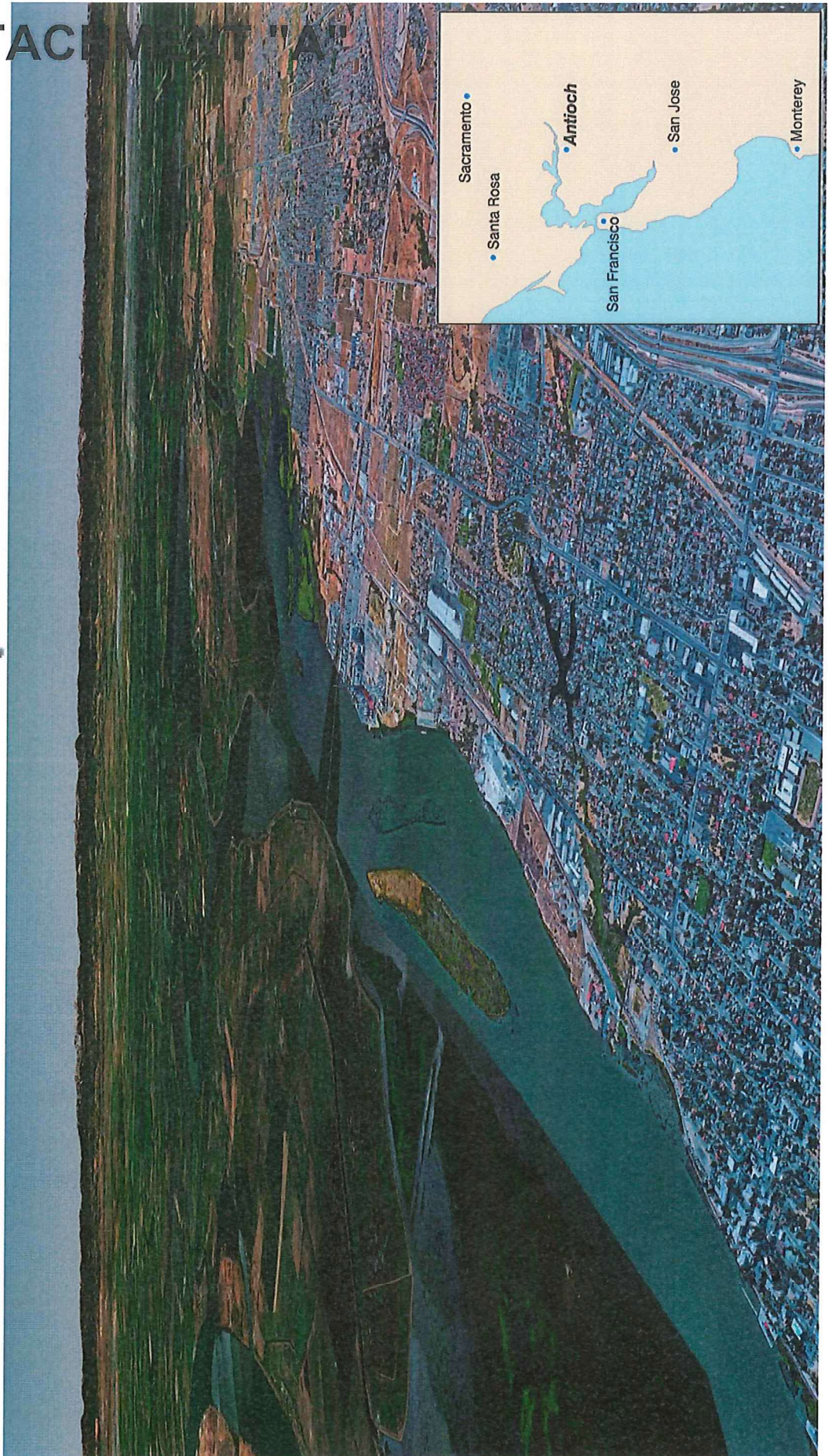
**ATTACHMENTS**

A. PowerPoint Presentation

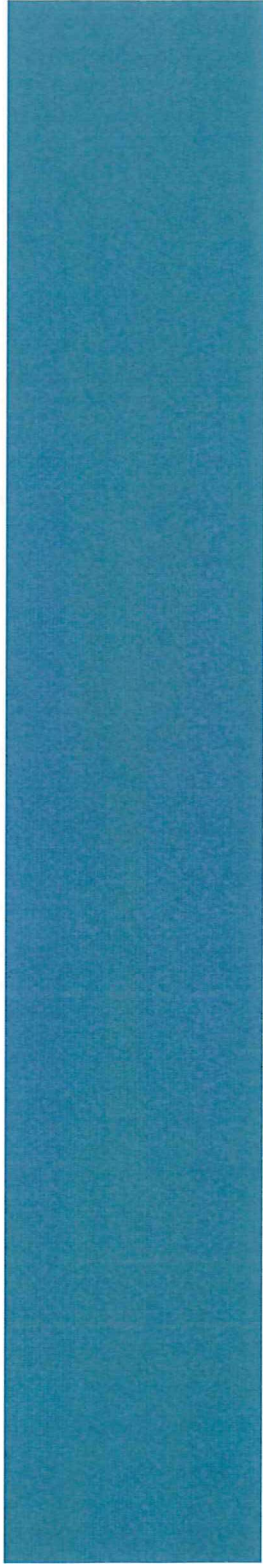


# City of Antioch Brackish Water Desalination Project Update

## ATTACHMENT "A"







# PROJECT BACKGROUND

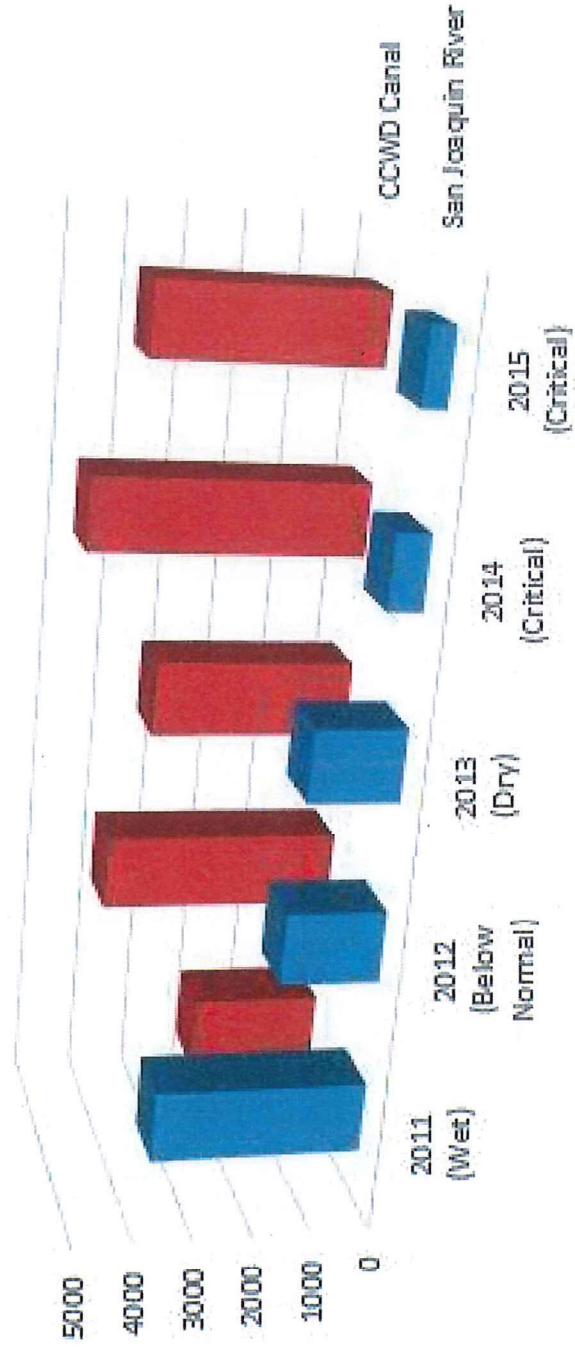


## Project Background

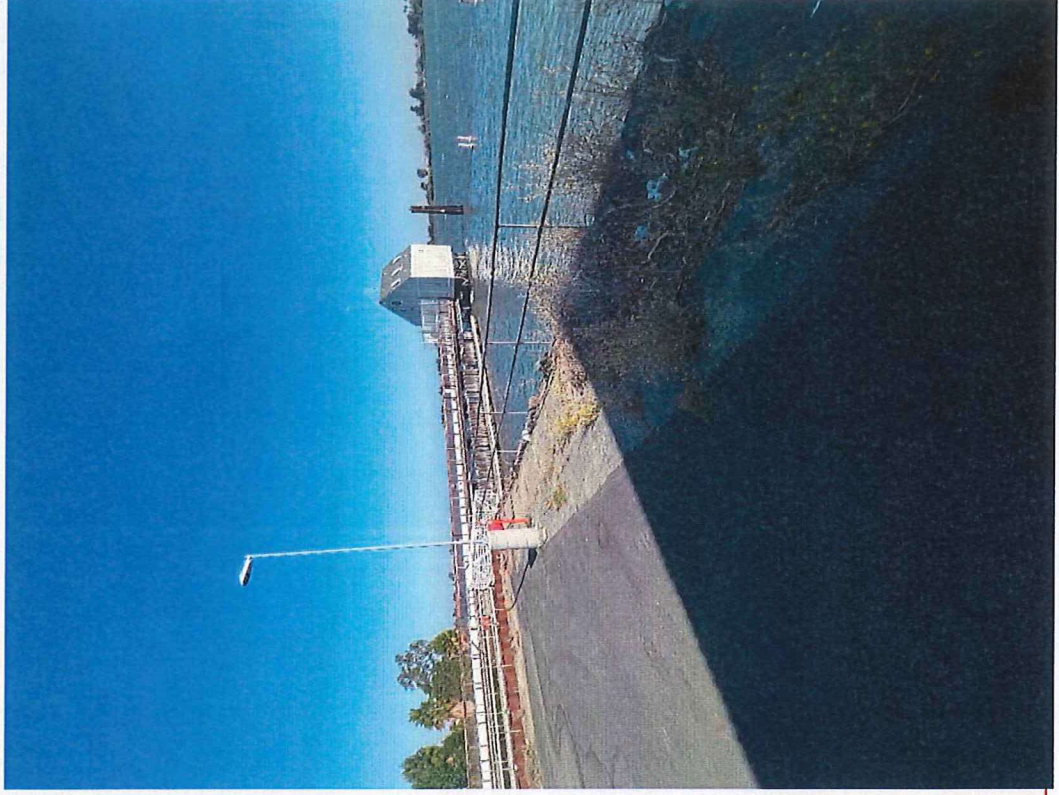
- City has two sources of drinking water:
  - San Joaquin River
    - Pre-1914 appropriative rights to divert water from SJR, along with tributary flow from the Sacramento River
    - Contra Costa Water District (CCWD)
- Challenges:
  - Water quality at City's Western Delta intake limits their ability to fully utilize their pre-1914 water right
  - Anticipated future decline in water quality in Western Delta due to climate change and future cumulative impacts of other projects
  - Future, more stringent drinking water regulations



# City's River diversions declined each year during the last drought

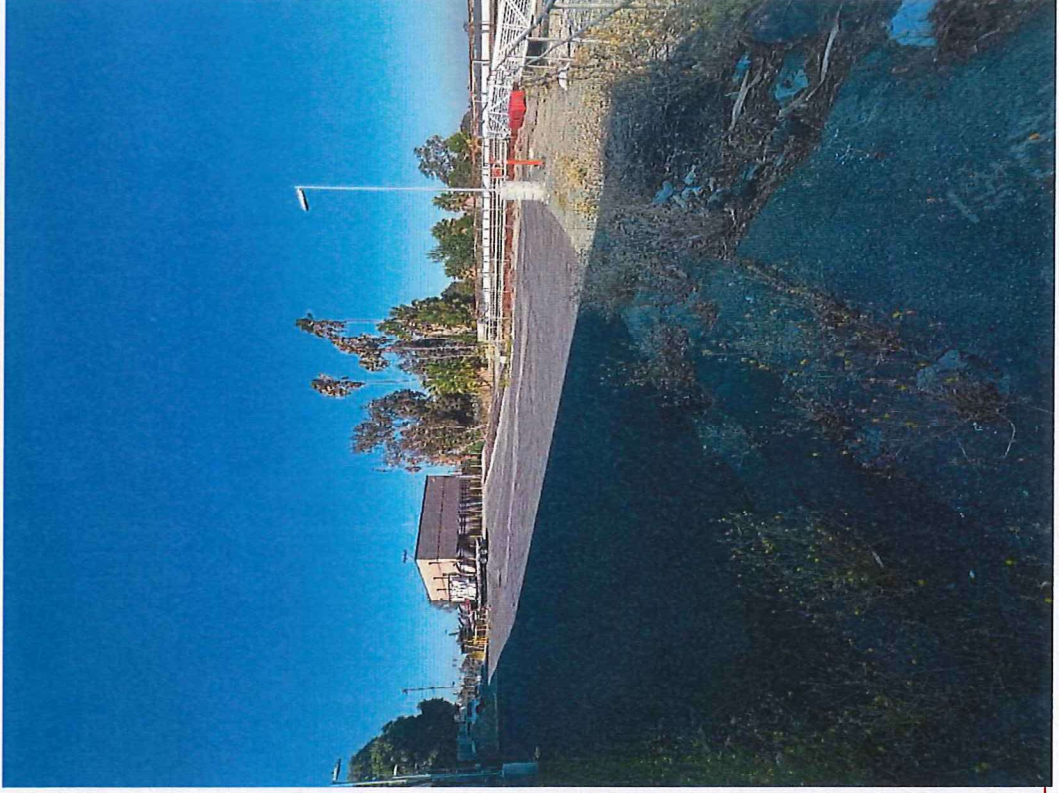


# Intake Near Fulton Shipyard



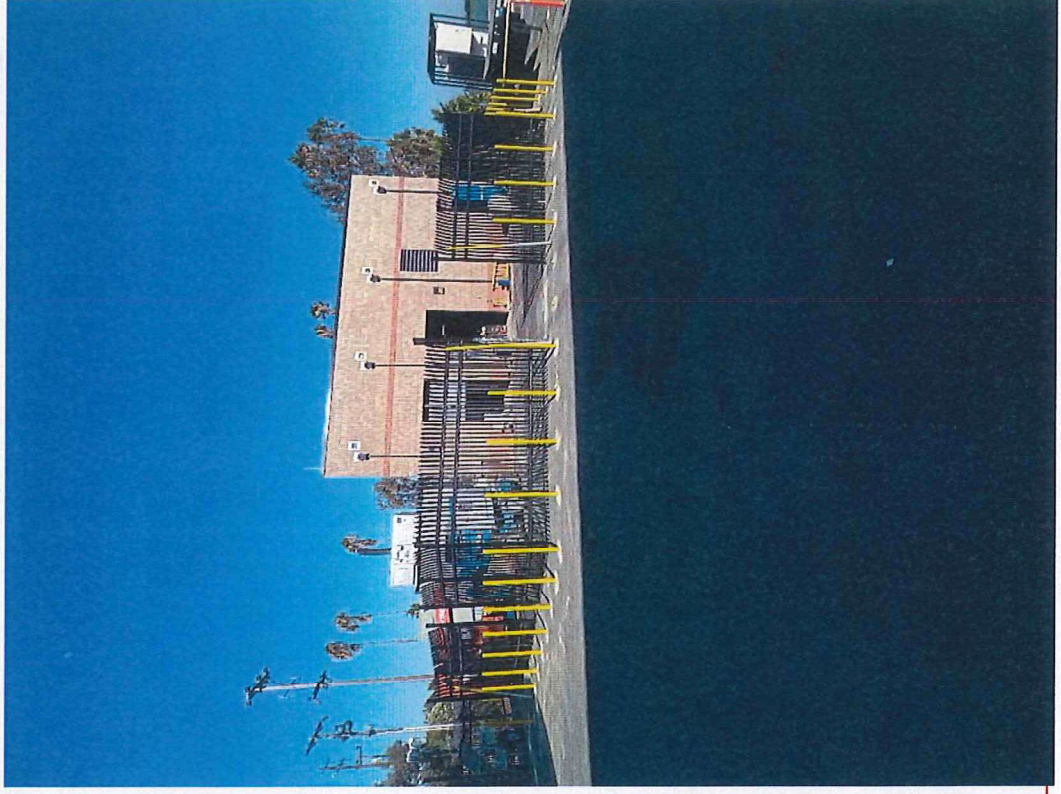


# River Pump Station Facing Southwest



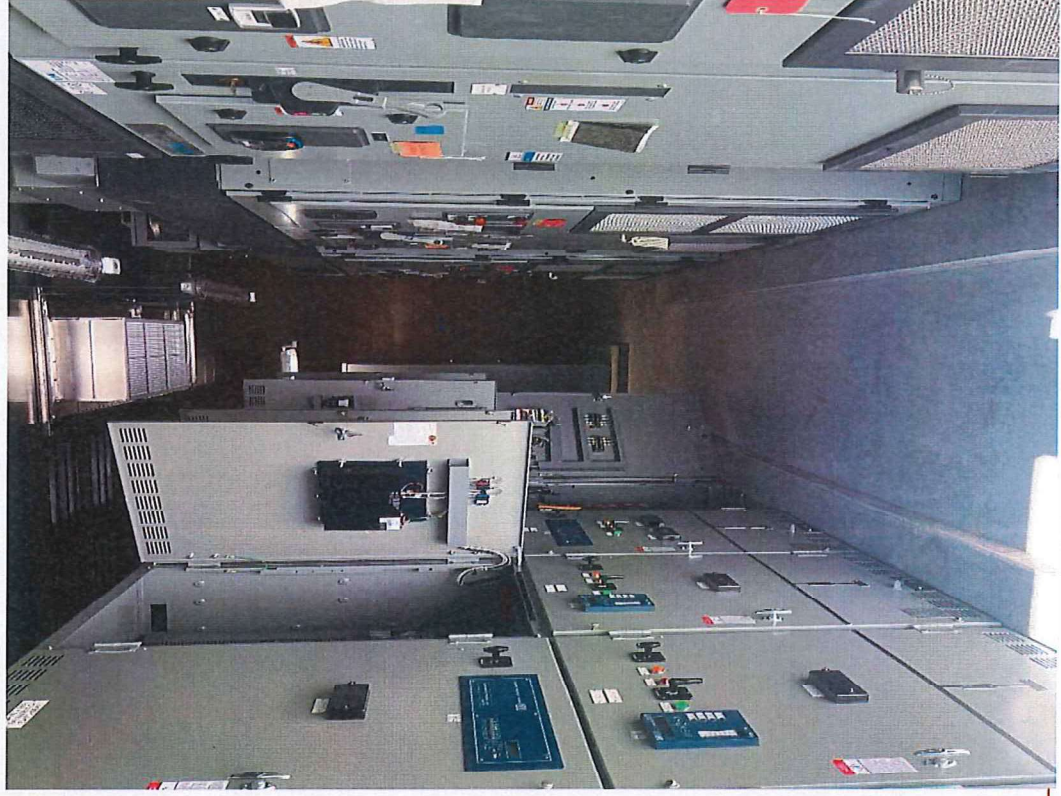


# River Pump Station Building





# River Pump Station Interior



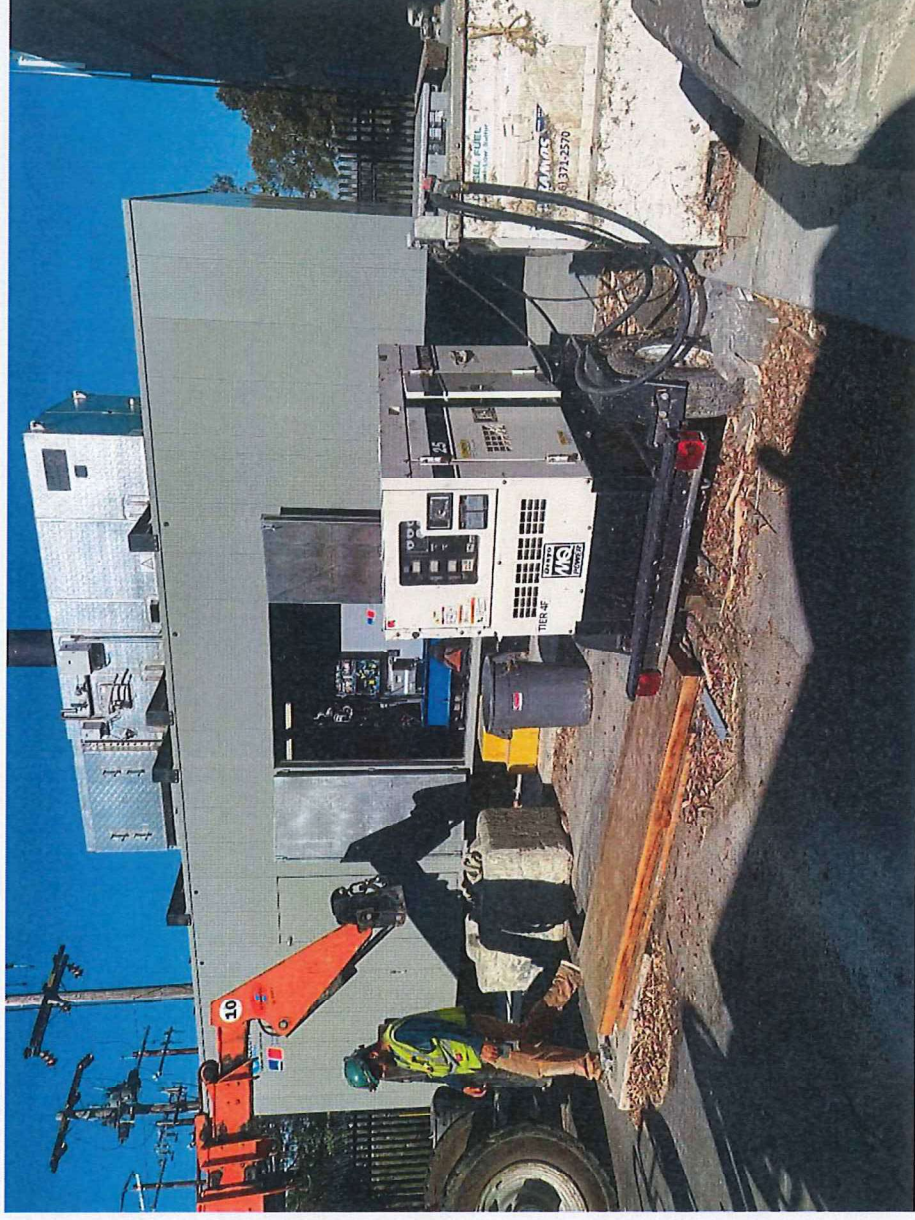


# River Pump Station Interior



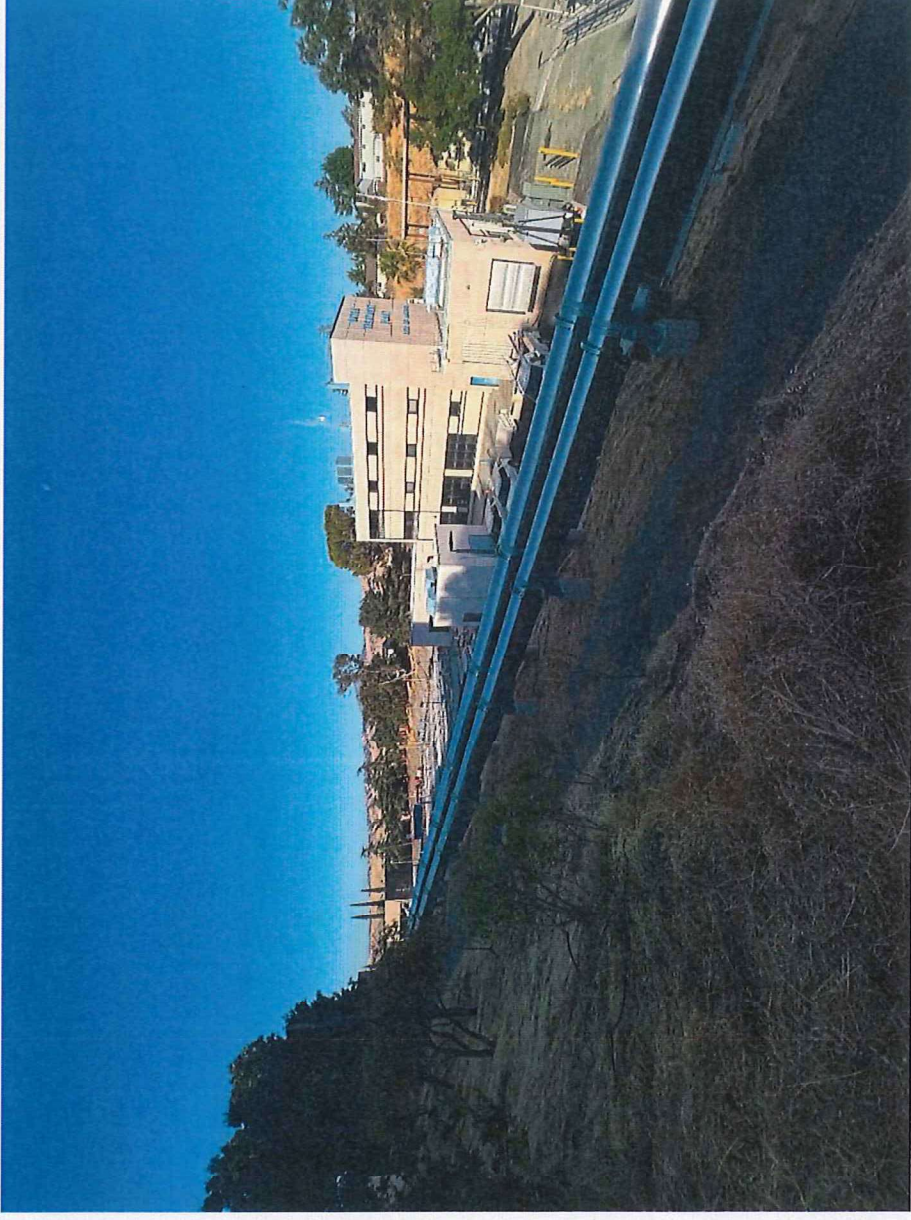


# Backup Generator at River Pump Station





# Water Treatment Plant A Built in 1950's



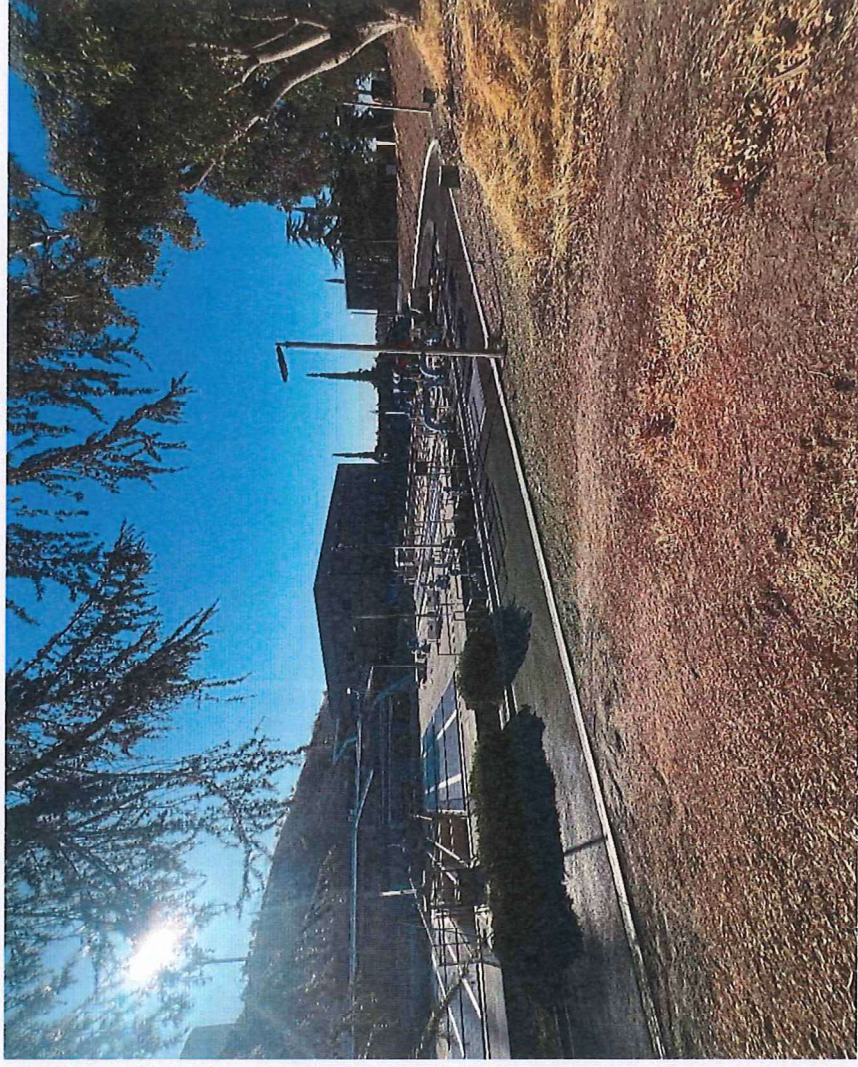


# Water Treatment Plant Facing North





# Water Treatment Plant Facing Southeast





# New Chemical Building



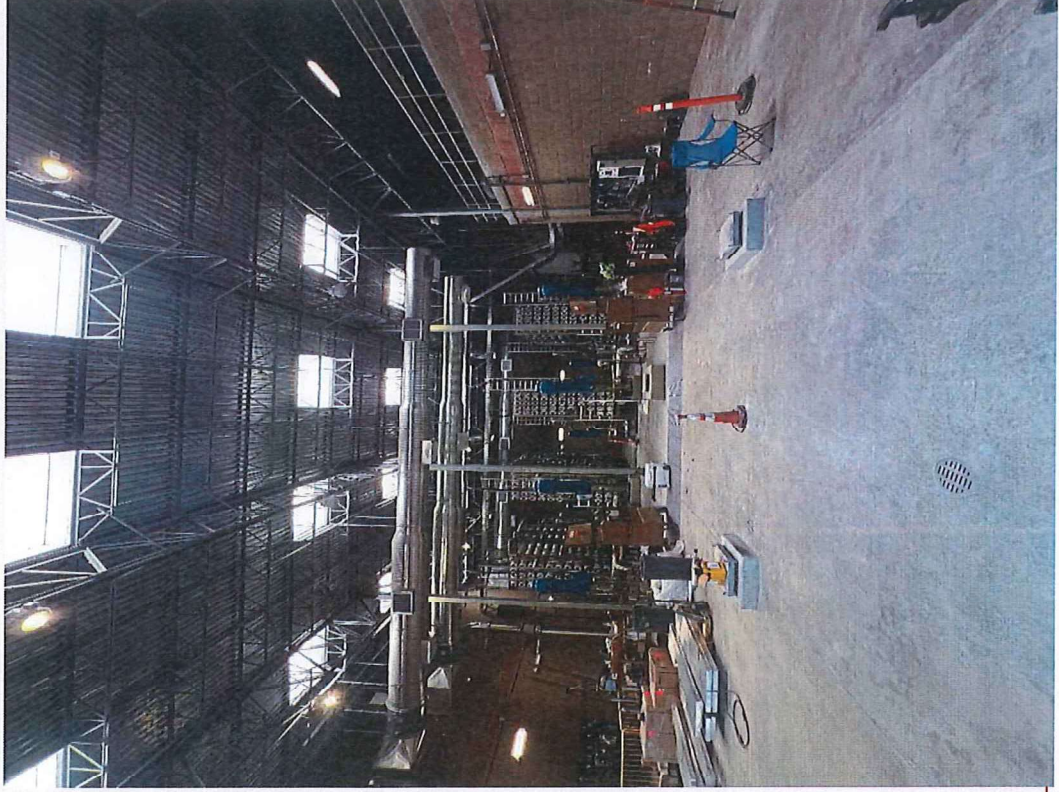


# Reverse Osmosis Building Exterior





# Interior of Reverse Osmosis Building



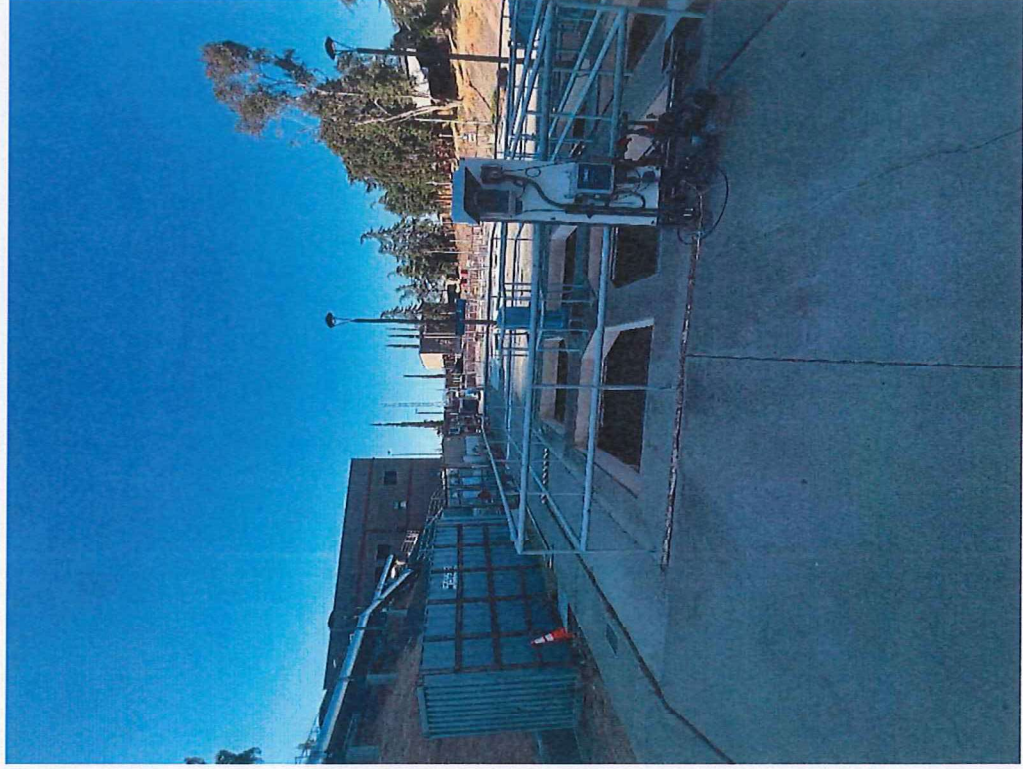


# Water Treatment Plant Facing Northwest





# Refurbished Flocculation Basins at WTP



QUESTIONS?



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Ellie Householder, MPP, City Clerk  
Vanessa Rosales, CMC, Administrative Analyst I *VR*

**SUBJECT:** City Council Meeting Minutes of July 23, 2024

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of July 23, 2024.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENTS**

None



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
JULY 12 - AUGUST 1, 2024  
FUND/CHECK#

**100 General Fund**

***Non departmental***

00301469	CALIFORNIA RESOURCES PRODUCTION	SB1186 REFUND	4.00
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	46,677.53
00414097	EMPLOYEE	CHECK REPLACEMENT	73.69
00414100	MUNICIPAL POOLING AUTHORITY	CHECK REPLACEMENT	2,399.73
00414133	IN SHAPE HEALTH CLUBS	PAYROLL	37.79
00414191	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00414201	LIFE INSURANCE COMPANY OF NO AMERICA	PAYROLL	5,208.01
00414210	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,406.51
00414211	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,108.80
00414214	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,347.00
00414218	PARS	PAYROLL	17,949.78
00414229	STATE OF CALIFORNIA	PAYROLL	120.00
00414249	AFLAC	PAYROLL	6,554.46
00414288	DIVISION OF STATE ARCHITECT	SB1186 FEES	1,041.20
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	47,625.42
00414312	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	275.00
00414357	QUADIENT LEASING USA INC	POSTAGE	2,000.00
00414358	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	1,396.86
00948742	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	660.00
00948743	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	20,103.30
00948744	ANTIOCH PUBLIC WORKS EMPLOYEE	PAYROLL	2,450.00
00948750	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	42,942.00
00948755	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	28,259.04

***City Attorney***

00414068	FEDEX	MAIL SERVICES	32.89
00414123	SHRED IT INC	SHREDDING SERVICES	41.16
00414132	VERIZON WIRELESS	DATA USAGE	315.09
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	438.99
00414260	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	312.00
00414267	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	1,441.50
00414268	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	9,856.37
00414274	CANON FINANCIAL SERVICES	COPIER LEASE	140.69
00414301	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	46,693.70
00414312	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	220.00
00414315	LIEBERT CASSIDY WHITMORE	LEGAL SERVICES RENDERED	7,313.28
00414320	MEYERS NAVE A PROFESSIONAL CORP	LEGAL SERVICES RENDERED	68,021.42
00414360	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	1,968.00
00414362	RICHARD D. JONES A PROFESSIONAL LAW	LEGAL SERVICES RENDERED	1,802.00
00414378	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	4,599.36
00948734	DELL COMPUTER CORP	ADOBE LICENSES	47.63

***City Manager***

00414123	SHRED IT INC	SHREDDING SERVICES	41.16
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	40.68
00414137	AMBIUS	PLANT SERVICE	374.92
00414274	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00948763	KANTAK, ASHWINI	PROFESSIONAL SERVICES	660.00





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00414107	OFFICE DEPOT INC	OFFICE SUPPLIES	164.16
00414123	SHRED IT INC	SHREDDING SERVICES	41.17
00414128	TOTAL RECALL CAPTIONING	CAPTIONING SERVICES	891.25
00414174	EIDEN, KITTY J	TRANSCRIPTION SERVICES	1,100.00
00414247	ACCONTEMPS	TEMP SERVICES	1,229.31
00948745	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	247.35

**City Treasurer**

00414092	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	306.05
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**Human Resources**

00414045	CALIF DEPARTMENT OF JUSTICE	FINGERPRINT	1,505.00
00414125	EMPLOYEE	RETIREMENT GIFT	300.00
00414326	OFFICE DEPOT INC	OFFICE SUPPLIES	383.49
00948734	DELL COMPUTER CORP	ADOBE LICENSES	47.63

**Economic Development**

00414043	CALED	MEMBERSHIP	120.00
00414044	CALED	CHECK REPLACEMENT	1,130.61
00414241	VERIZON WIRELESS	DATA USAGE	105.04
00414274	CANON FINANCIAL SERVICES	COPIER LEASE	140.68
00414304	HINDERLITER DE LLAMAS & ASSOCIATES	PROFESSIONAL SERVICES	590.00

**Finance Administration**

00414029	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	190.24
00414232	SWEET, BRET ALEXANDER	PER DIEM MILEAGE REIMB	643.22
00414326	OFFICE DEPOT INC	OFFICE SUPPLIES	54.38
00948765	UBEO BUSINESS SERVICES	COPIER LEASE	299.44

**Finance Accounting**

00414029	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	882.62
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.82
00414107	OFFICE DEPOT INC	OFFICE SUPPLIES	30.89
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	368.93
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	329.82
00414326	OFFICE DEPOT INC	OFFICE SUPPLIES	34.01
00414361	RELYCO SALES INC	CHECK SUPPLIES	2,498.99

**Finance Operations**

00414107	OFFICE DEPOT INC	OFFICE SUPPLIES	162.65
00414204	LOWES COMPANIES INC	SUPPLIES	1,960.84
00414220	PROGRESSIVE SOLUTIONS INC	BUSINESS LICENSE SYSTEM	15,191.12

**Non Departmental**

00301469	CALIFORNIA RESOURCES PRODUCTION	OVERPAYMENT REFUND	110.00
00414056	COSTCO	VARIOUS BUSINESS EXPENSES	238.15
00414101	MUNICIPAL POOLING AUTHORITY	PAYROLL	56,730.26
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	4,178,010.44
00414117	PYRO SPECTACULARS NORTH INC	FIREWORKS	18,750.00
00414165	CRYSTAL CLEAR LOGOS INC	CHICHIBU DELEGATION GIFTS	525.88
00414204	LOWES COMPANIES INC	SUPPLIES	95.90
00414225	SHIELD PROTECTION AND PUBLIC SAFETY	SECURITY SERVICES	6,816.75
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	313.06
00414376	SWEETWATER CONSTRUCTION INC	TUG AND BARGE SERVICE	10,000.00



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00414390	WAGEWORKS	ADMIN FEE 7/2024	476.00
<b>Public Works Administration</b>			
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	103.66
00414389	VIRAY, JULIE	EXPENSE REIMBURSEMENT	11.02
<b>Public Works Street Maintenance</b>			
00414032	ANTIOCH BUILDING MATERIALS	PAVING ROCK	596.51
00414040	BELLECI INC	NO PARKING SIGNS	901.31
00414066	EAST BAY WELDING SUPPLY	FUEL	54.47
00414094	MANERI SIGN COMPANY	SIGNS	4,320.41
00414118	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	166.82
00414120	SCA OF CA, LLC	SWEEPING SERVICES	14,091.60
00414121	SHARJO LLC	ABATEMENT SERVICES	16,896.60
00414122	SHERWIN WILLIAMS CO	SUPPLIES	168.07
00414152	C AND J FAVALORA TRUCKING INC	PAVING	877.50
00414178	EWING IRRIGATION PRODUCTS	TOOLS AND SUPPLIES	13,009.30
00414204	LOWES COMPANIES INC	SUPPLIES	878.35
00414258	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	5,061.91
00414289	EAST BAY WELDING SUPPLY	SUPPLIES	131.32
00414307	INTERSTATE SALES	SUPPLIES	914.00
00414352	PARVINDER K GIR	LANDSCAPING MATERIALS	63,095.89
00414364	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	4,539.26
00414370	SHERWIN WILLIAMS CO	SUPPLIES	17.04
00414371	SHERWIN WILLIAMS CO	SUPPLIES	64.16
00414385	VERIZON WIRELESS	DATA USAGE	52.52
00414396	ZUMAR INDUSTRIES INC	SUPPLIES	22,736.47
<b>Public Works-Signal/Street Lights</b>			
00414062	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	18,694.44
00414111	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	378.03
00414286	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	6,704.07
00414328	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	17.54
00414335	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	132.11
00414338	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	163.06
00414341	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	67.33
00414343	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	118.90
00414344	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	161.05
00414345	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	48.63
00414346	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	138.10
00414347	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	67.21
00414348	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	64.34
00414351	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	102.97
<b>Public Works-Facilities Maintenance</b>			
00414031	ANTIOCH ACE HARDWARE	SUPPLIES	99.08
00414064	DEPARTMENT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION	675.00
00414093	LOPEZ MNTS SVCS LLC	PROFESSIONAL SERVICES	11,750.00
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	16,978.00
00414111	PACIFIC GAS AND ELECTRIC CO	GAS	1,365.18
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	273.25
00414142	BAY ALARM COMPANY	ALARM SERVICES	3,104.45





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00414163	COUNTY LOCK	LOCKSMITH SERVICES	149.27
00414168	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	585.00
00414173	EAST BAY WELDING SUPPLY	SUPPLIES	935.25
00414204	LOWES COMPANIES INC	SUPPLIES	4,067.00
00414217	PACIFIC GAS AND ELECTRIC CO	GAS	151.60
00414264	BAY CITIES PYROTECTOR	FIRE SPRINKLER & TESTING	535.00
00414289	EAST BAY WELDING SUPPLY	CYLINDER RENTAL	197.75
00414371	SHERWIN WILLIAMS CO	SUPPLIES	1,480.67
00414385	VERIZON WIRELESS	DATA USAGE	52.52
00948734	DELL COMPUTER CORP	ADOBE LICENSES	47.63
<b>Public Works-Parks Maint</b>			
00414033	ARBORICULTURAL SPECIALTIES, INC.	TREE REMOVAL	6,560.00
00414126	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	106,892.11
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	106.41
00414303	HAWTHORN VENTURES LLC	SAFETY SHOES- TRAYA,D	249.55
00948739	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	45.03
<b>Public Works-Median/General Land</b>			
00414027	ALL STAR RENTS	RENTAL EQUIPMENT	686.14
00414217	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	9.85
00414257	ANTIOCH ACE HARDWARE	SUPPLIES	57.76
00414332	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14.35
00414391	WATERSAVERS IRRIGATION	PARTS	271.36
00948739	SITEONE LANDSCAPE SUPPLY HOLDING	PARTS	17,366.20
<b>PW-Work Alternative-Strt Maint</b>			
00414254	ANTIOCH ACE HARDWARE	SUPPLIES	620.17
00414256	ANTIOCH ACE HARDWARE	REISSUE PAYMENT	453.98
<b>Police Administration</b>			
00414030	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	25.52
00414035	ARROWHEAD TOWING	TOW SERVICES	205.00
00414038	BAILEY, NAJEE AMIR	PER DIEM	222.00
00414042	BPS TACTICAL INC.	VESTS	1,230.67
00414047	CANON FINANCIAL SERVICES	COPIER LEASE	89.10
00414048	CANON FINANCIAL SERVICES	LATE FEE	25.00
00414049	CHANDLER, JOSEPH ANTHONY	PER DIEM	74.00
00414052	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORMS	2,155.63
00414059	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,775.40
00414060	CURTIS BLUE LINE	UNIFORMS	1,670.82
00414065	EAN SERVICES LLC	RENTAL VEHICLES	4,056.23
00414074	GALLS LLC	SWAT EQUIPMENT	4,123.43
00414087	KAWALYA, COSTANTINE TENDO	PER DIEM	345.00
00414089	KOCH, MATTHEW T	PER DIEM	222.00
00414095	MARQUES, SHAWN LUIS	PER DIEM	74.00
00414098	MULHOLLAND, MATTHEW	PER DIEM	74.00
00414104	NELSON, AMANDA SUSANNE	PER DIEM	148.00
00414106	OCCUPATIONAL HEALTH CENTERS OF CA	PRE-EMPLOYMENT	2,469.00
00414113	PALMA, KRISTIAN	PER DIEM	295.00
00414114	PARCEL QUEST	ANNUAL LICENSE RENEWAL	1,650.00
00414116	PERRY, APRIL	EXPENSE REIMBURSEMENT	467.93



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00414129	TRANSUNION RISK & ALT DATA SOLUTIONS	LEO DATABASE	184.60
00414169	DUFFY, ADAM JAMES	PER DIEM	276.00
00414182	FERNANDES AUTO WRECKING & TOWING	TOWING SERVICES	5,000.00
00414195	KAWALYA, COSTANTINE TENDO	EXPENSE REIMBURSEMENT	651.55
00414196	KOCH, MATTHEW T	EXPENSE REIMBURSEMENT	73.43
00414224	SCHNEIDER, MICHAEL C	EXPENSE REIMBURSEMENT	72.51
00414226	SHRED IT INC	SHREDDING SERVICES	138.01
00414242	VIGIL JR, JOSEPH	PER DIEM	69.00
00414246	YEGA, JEFFERSON DOH	PER DIEM	236.00
00414248	ADAMSON POLICE PRODUCTS	UNIFORM	49.36
00414252	AMERICAN TROPHIES AWARDS & PROMO	MAILBOX TAGS	4.39
00414266	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	217.00
00414277	CODE 3 WEAR PUBLIC SAFETY OUTFITTERS	UNIFORM	3,029.87
00414278	COLE PRO MEDIA, CORP	TRAINING	4,000.00
00414279	COX, JOHN SPENCER	EXPENSE REIMBURSEMENT	266.00
00414280	COX, JOHN SPENCER	PER DIEM	276.00
00414283	CSI FORENSIC SUPPLY LLC	EVIDENCE SUPPLIES	774.22
00414294	FERNANDES AUTO WRECKING & TOWING	TOWING SERVICES	16,000.00
00414311	KOCH, MATTHEW T	EXPENSE REIMBURSEMENT	64.67
00414313	LEHR PURSUIT NORTH	EQUIPMENT	2,152.38
00414323	NILSEN, ERIK ROBERT	EXPENSE REIMBURSEMENT	188.71
00414326	OFFICE DEPOT INC	OFFICE SUPPLIES	450.41
00414354	PEREGRINE TECHNOLOGIES INC	SOFTWARE SUBSCRIPTION	31,750.00
00414355	PLATINUM PREMIER LLC	LODGING FOR TRAINING	26,235.21
00414359	REACH PROJECT INC	JUNE 2024 SERVICES	17,083.00
00414363	RIOS BAAS, JOSHUA SHAWN	PER DIEM	59.00
00414368	SAVE MART SUPERMARKETS	ADMIN SUPPLIES	91.05
00414375	STATE OF CALIFORNIA	PAYROLL	411.00
00414380	THE GUMSHOE GROUP	BACKGROUNDS	11,000.00
00414386	VERSATERM PUBLIC SAFETY US, INC	TRAINING	2,050.00
00414393	WILLIAMS SCOTSMAN INC	CHECK REPLACEMENT	229.27
00414394	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	184.06
00948732	CHAPLIN & HILL INVESTIGATIVE SVS LLC	SERVICES	3,996.30
00948734	DELL COMPUTER CORP	COMPUTER EQUIPMENT	11,218.20
00948754	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	229.27
<b>Police Prisoner Custody</b>			
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	86.10
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	172.20
<b>Police Community Policing</b>			
00414034	ARK PET HOSPITAL INC, THE	VET VISIT	534.65
00414058	CRUZ GUZMAN, BRYAN ALEXANDER	EXPENSE REIMBURSEMENT	91.99
00414067	FASTRAK VIOLATION PROCESSING	TOLL CHARGE	7.00
00414075	GARCIA, ANGIE	RECRUITMENT EXPENSE	4,403.22
00414083	HUNT AND SONS INC	FUEL	2,413.37
00414189	HUNT AND SONS INC	FUEL	1,095.04
00414199	LARA, SHIRLEY NAYELLI	EXPENSE REIMBURSEMENT	99.00
00414243	WHITAKER II, WILLIAM	EXPENSE REIMBURSEMENT	79.38
00414290	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	20.02



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00414291	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	21.00
00414292	FASTRAK VIOLATION PROCESSING	ON DUTY TOLL	28.00
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	545.12
00414356	POWERDMS INC	SUBSCRIPTION	4,019.40
<b>Police Traffic Division</b>			
00414219	PF DISTRIBUTION CENTER INC	DUI CHECKPOINT SUPPLIES	2,658.57
<b>Police Investigations</b>			
00414054	CONTRA COSTA COUNTY	LAB SERVICES	10,074.18
00414290	EWART, ASHLEY MARIE	EXPENSE REIMBURSEMENT	274.32
00414368	SAVE MART SUPERMARKETS	INVESTIGATIONS SUPPLIES	249.82
00414377	T MOBILE USA INC	EVIDENCE/CELL RECOVERY	365.00
00948734	DELL COMPUTER CORP	ADOBE LICENSES	47.63
<b>Police Communications</b>			
00414053	COMCAST	CONNECTION SERVICES	470.33
00414112	PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
00414170	EAST BAY REGIONAL COMM SYS	PD RADIOS	267,180.00
00414171	EAST BAY REGIONAL COMM SYS	PD RADIOS	129,600.00
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	102.02
00414299	GLOBALSTAR USA	SATELITE PHONE	267.33
00414321	NET TRANSCRIPTS	TRANSCRIPT SERVICE	342.77
<b>Police Community Volunteers</b>			
00414075	GARCIA, ANGIE	FIRST AID KITS	1,799.90
00414282	CRYSTAL CLEAR LOGOS INC	UNIFORM SHIRTS -VIPS	49.59
<b>Police Facilities Maintenance</b>			
00414142	BAY ALARM COMPANY	ALARM SERVICES	3,180.00
00414261	BARNETT MEDICAL SERVICES INC	BIO HAZARD DISPOSAL	182.00
<b>Youth Network Services</b>			
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	664.22
00414150	BRIDGE BUILDERS TO THE NEW GENERATION	PROFESSIONAL SERVICES	33,500.00
00414215	OPPORTUNITY JUNCTION	PROFESSIONAL SERVICES	8,334.00
<b>Housing and Homelessness</b>			
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	53.98
00414070	FOCUS STRATEGIES	PROFESSIONAL SERVICES	631.25
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	107.96
<b>Violence Intervention &amp; Preven</b>			
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	97.50
<b>PSCR Administration</b>			
00414107	OFFICE DEPOT INC	OFFICE SUPPLIES	267.92
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	890.96
00414142	BAY ALARM COMPANY	ALARM SERVICES	175.00
00414181	FASTSIGNS	BUSINESS CARDS	121.19
<b>Community Development Administration</b>			
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	360.70
00414326	OFFICE DEPOT INC	OFFICE SUPPLIES	4.16
<b>Community Development Land Planning Services</b>			
00414208	MERIDETH, ZOE ALANNA	EXPENSE REIMBURSEMENT	158.01
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	300.81
00414358	RANEY PLANNING & MANAGEMENT INC	CONSULTING SERVICES	323.44



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00948734	DELL COMPUTER CORP	ADOBE LICENSES	103.20
<b>CD Code Enforcement</b>			
00414153	CACEO	WEBINAR	246.00
00414161	CONTRA COSTA COUNTY	JUNE RECORDING FEES	90.00
00414166	DATA TICKET INC	CONSULTANT SERVICES	446.50
00414194	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	93.31
00414233	TAYLOR, SEQUOIA JANNEL	EXPENSE REIMBURSEMENT	135.82
00414369	SHARJO LLC	ABATEMENT SERVICES	62,002.22
<b>PW Engineer Land Development</b>			
00414041	BLUEBEAM INC	PROFESSIONAL SERVICES	1,800.00
00414051	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	22,330.00
00414192	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	136,771.25
00414241	VERIZON WIRELESS	DATA USAGE	76.02
00414385	VERIZON WIRELESS	DATA USAGE	52.68
<b>Community Development Building Inspection</b>			
00414114	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	8,250.00
00414204	LOWES COMPANIES INC	SUPPLIES	72.81
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	317.21
00414303	HAWTHORN VENTURES LLC	SAFETY SHOES- HARVEY, K	250.00
00948752	RED WING SHOE STORE	SAFETY SHOES- ANDREWS, C	508.50
00948764	RED WING SHOE STORE	SAFETY SHOES- MUNN, L	250.00
<b>Capital Imp. Administration</b>			
00414041	BLUEBEAM INC	PROFESSIONAL SERVICES	1,200.00
00414241	VERIZON WIRELESS	DATA USAGE	38.01
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	124.12
00948745	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	211.46
<b>206 American Rescue Plan Fund</b>			
<b>Non departmental</b>			
<b>Mayor's Apprenticeship Program</b>			
00414119	RUBICON PROGRAMS INC	PROFESSIONAL SERVICES	1,225.61
<b>Non Departmental</b>			
00414235	TILLMAN, TRACEE	SMALL BUSINESS GRANT	10,000.00
00414239	US ENTERPRISING CORPORATION	SMALL BUSINESS GRANT	15,000.00
00414244	WHITE, QWIVANDER	SMALL BUSINESS GRANT	5,000.00
00414262	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	155,858.98
00414367	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33
<b>P &amp; R Community Center</b>			
00414281	CRUSADER FENCE COMPANY LLC	PROGRESS PAYMENT	93,745.00
<b>207 CalVIP Grant Fund</b>			
<b>Violence Intervention &amp; Preven</b>			
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	97.50
<b>209 RMRA Fund</b>			
<b>Streets</b>			
00414271	BKF ENGINEERS INC	PROFESSIONAL SERVICES	3,547.50
<b>211 Delta Fair Property Fund</b>			
<b>Non departmental</b>			
<b>Parks &amp; Open Space</b>			
00948737	KLEINFELDER INC	PROFESSIONAL SERVICES	1,191.25



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00948740	STAR CONSTRUCTION INC	PROGRESS PAYMENT	117,668.00
<b>212</b>	<b>CDBG Fund</b>		
<b>CDBG</b>			
00414263	BAY AREA CRISIS NURSERY	CDBG SERVICES	2,372.50
00948760	HOUSE, TERI	ADMIN FEE	19,465.00
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00414217	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	303.05
00414330	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	241.18
00414331	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	85.30
00414333	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14.44
00414334	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	18.00
00414336	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14.96
00414337	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	136.28
00414339	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	15.79
00414340	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8.17
00414342	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	105.11
00414349	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	21.29
00414350	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	20.43
<b>214</b>	<b>Animal Services Fund</b>		
<b>Animal Services</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	119,677.00
00414172	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	6,316.64
00414197	KOEFRAH SERVICES INC	CREMATION SERVICES	3,018.00
00414213	MWI VETERINARY SUPPLY CO	VET SUPPLIES	3,546.97
00414236	TONY LA RUSSA'S ANIMAL RESCUE	SAFETY NET	3,083.02
00414388	VICTOR MEDICAL COMPANY	RESCUE CONCENTRATE	242.38
00948734	DELL COMPUTER CORP	COMPUTER EQUIPMENT	207.07
<b>215</b>	<b>Civic Arts Fund</b>		
<b>Civic Arts</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,512.00
00414134	925 ENTERTAINMENT GROUP LLC	SUMMER CONCERT BAND	1,600.00
00414151	BRIGHT, RICHARD	SUMMER CONCERT BAND	3,000.00
00414184	GARCIA, JOE R	SUMMER CONCERT BAND	2,750.00
<b>216</b>	<b>Park-In-Lieu Fund</b>		
<b>Parks &amp; Open Space</b>			
00414222	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	1,111.25
00948745	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	1,026.26
<b>219</b>	<b>Recreation Fund</b>		
<b>Non departmental</b>			
00414071	FREDRICKSON, JON	DEPOSIT REFUND	150.00
00414103	NECOR, ROSE	DEPOSIT REFUND	1,000.00
00414124	STATE BOARD OF EQUALIZATION	SALES TAX REMITTANCE	3,709.87
00414141	ASFAW, AMHA	DEPOSIT REFUND	200.00
00414149	BRENTWOOD CRICKET ASSOCIATION	DEPOSIT REFUND	150.00
00414160	CONTRA COSTA COUNTY	MEAL PROGRAM	3,264.00
00414167	DONJUAN, MARIELENA	RENTAL INSURANCE REFUND	1,116.00
00414176	EMCALI SOCCER LEAGUE	DEPOSIT REFUND	300.00



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00414237	TORRES, DREW	DEPOSIT REFUND	250.00
<b>Nick Rodriguez Community Cent</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	31,292.00
00414142	BAY ALARM COMPANY	ALARM SERVICES	6,002.56
00414175	EL CAMPANIL THEATRE PRESERVATION	EL CAMPANIL TECH SUPPORT	612.50
<b>Senior Programs</b>			
00414029	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	201.04
00414056	COSTCO	VARIOUS BUSINESS EXPENSES	83.48
00414264	BAY CITIES PYROTECTOR	SPRINKLER REPAIR	2,063.30
00414272	BRADY INDUSTRIES	JANITORIAL SUPPLIES	62.65
<b>Recreation Sports Programs</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	24,693.00
00414159	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	2,342.00
00414176	EMCALI SOCCER LEAGUE	FIELD RENTAL REFUND	2,128.00
00414185	GONZALEZ-ALSTON, ZONIA V	CONTRACTOR PAYMENT	666.00
00414241	VERIZON WIRELESS	DATA USAGE	39.02
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,202.88
<b>Recreation-Comm Center</b>			
00414036	AT AND T MCI	PHONES	63.15
00414050	CHOFOR, EMERALD M	CONTRACTOR PAYMENT	91.20
00414056	COSTCO	VARIOUS BUSINESS EXPENSES	6,185.51
00414063	DELTA KAYAK ADVENTURES	CONTRACTOR PAYMENT	2,730.00
00414090	KOVALICK, LUANNE	CONTRACTOR PAYMENT	486.00
00414092	LOOMIS ARMORED LLC	ARMORED CAR SERVICE	353.29
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	155,565.00
00414108	OKIN, NEAL	DEPOSIT SUMMER CONCERT	3,000.00
00414126	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,522.39
00414142	BAY ALARM COMPANY	ALARM SERVICES	496.52
00414147	BRADY INDUSTRIES	JANITORIAL SUPPLIES	1,385.22
00414155	CHABOT SPACE & SCIENCE CENTER	SUMMER CAMP CHABOT TRIP	1,735.00
00414179	FALLOWS, CHRISTOPHER ROBERT	THEATRE INSTRUCTOR	1,053.00
00414183	FIRST STUDENT INC	SUMMER CAMP	2,867.60
00414188	HENDRICKS, RAYMOND	CLASS REFUND	794.00
00414204	LOWES COMPANIES INC	SUPPLIES	417.05
00414206	MANUEL A MINZER	CONTRACTOR PAYMENT	768.00
00414217	PACIFIC GAS AND ELECTRIC CO	GAS	18,111.74
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,338.34
00414372	SHIELD PROTECTION AND PUBLIC SAFETY	PROFESSIONAL SERVICES	136.50
00948734	DELL COMPUTER CORP	ADOBE LICENSES	43.22
00948753	UBEO BUSINESS SERVICES	COPIER USAGE	589.01
<b>Recreation Water Park</b>			
00414026	ADVANTASOFT INC	SOFTWARE	7,857.34
00414039	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1.31
00414076	GOLD COAST APPLIANCE SERVICE LLC	LABOR	908.99
00414088	KNORR SYSTEMS INC	C02- SERVICE	4,420.64
00414091	LINCOLN EQUIPMENT INC	FUEL SURCHARGE	1,425.21
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	98,178.00
00414115	PEPSI COLA COMPANY	CONCESSIONS	316.20

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00414126	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,351.75
00414131	US FOODS INC	CONCESSIONS	4,007.67
00414142	BAY ALARM COMPANY	ALARM SERVICES	2,181.71
00414143	BEAS, ALLAN MANUEL	EXPENSE REIMBURSEMENT	50.00
00414146	BOCANEGRA, MARTY JESSE	EXPENSE REIMBURSEMENT	50.00
00414154	CANEDO, EDUARDO	EXPENSE REIMBURSEMENT	50.00
00414164	CRUZ, RENZO V. M.	EXPENSE REIMBURSEMENT	50.00
00414167	DONJUAN, MARIELENA	ROOM FEES REFUNDED	2,159.00
00414177	ESCORCIA, DAVID JESSIE	EXPENSE REIMBURSEMENT	50.00
00414190	HURST, DANIEL R. E.	EXPENSE REIMBURSEMENT	50.00
00414198	LA BONTE, BREEZE MARIE	EXPENSE REIMBURSEMENT	50.00
00414204	LOWES COMPANIES INC	SUPPLIES	423.03
00414223	SAYLOR, ADDISON BROOKE	EXPENSE REIMBURSEMENT	50.00
00414227	SILOT, VERONICA GISELLE	EXPENSE REIMBURSEMENT	50.00
00414234	TE'O, ALOITETO RAYMOND	EXPENSE REIMBURSEMENT	50.00
00414240	VEGA, ALYSSA ROSE	EXPENSE REIMBURSEMENT	50.00
00414253	AMS DOT NET INC	COMM CENTER APS	2,285.46
00414264	BAY CITIES PYROTECTOR	FIRE SPRINKLER AND TESTING	2,840.00
00414273	BRENTWOOD PRESS & PUBLISHING INC	BRENTWOOD PRESS AD	629.00
00414297	FUENTES CARRILLO, GABRIEL ALES	EXPENSE REIMBURSEMENT	50.00
00414310	KNORR SYSTEMS INC	C02- SERVICE	693.33
00414353	PEPSI COLA COMPANY	CONCESSIONS	619.55
00414373	SINGH, JADEN VIREN	EXPENSE REIMBURSEMENT	50.00
<b>222</b>	<b>Measure C/J Fund</b>		
	<b>Streets</b>		
00414055	CONTRA COSTA COUNTY	TRANSPLAN DUES	3,214.98
00414391	WATERSAVERS IRRIGATION	PARTS	601.70
00414392	WEST COVINA WHOLESALE NURSERY LLC	PLANTS	2,410.49
<b>223</b>	<b>Child Care Fund</b>		
	<b>Child Care</b>		
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	2,317.00
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
	<b>Solid Waste</b>		
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	12,655.00
00414186	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	172.95
00948734	DELL COMPUTER CORP	COMPUTER EQUIPMENT	224.73
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<b>Channel Maintenance Operation</b>		
00414033	ARBORICULTURAL SPECIALTIES, INC.	TREE REMOVAL	7,440.00
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	38,690.00
00414204	LOWES COMPANIES INC	SUPPLIES	350.15
00414228	SILVA LANDSCAPE	LANDSCAPE SERVICES	9,720.00
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	184.44
00414324	NINYO & MOORE GEOTECHNICAL & ENVIRO	PROFESSIONAL SERVICES	31,501.25
00414352	PARVINDER K GIR	LANDSCAPING MATERIALS	47,598.65
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<b>Lonetree Maintenance Zone 1</b>		
00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	339.17



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**Lonetree Maintenance Zone 3**

00414096	MCARDLE DESIGN INC	PROFESSIONAL SERVICES	16,905.04
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**Lonetree Maintenance Zone 4**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	302.61
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**252 Downtown SLLMD Fund**

**Downtown Maintenance**

00414096	MCARDLE DESIGN INC	PROFESSIONAL SERVICES	4,600.00
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00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	189.17
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**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

00414028	ALTA FENCE	FENCE REPAIR	8,853.00
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00414259	ARBORICULTURAL SPECIALTIES, INC.	TREE REMOVAL	17,600.00
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00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	866.84
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**Hillcrest Maintenance Zone 2**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	973.44
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**Hillcrest Maintenance Zone 4**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	378.34
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**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

00414142	BAY ALARM COMPANY	ALARM SERVICES	145.00
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00414158	COMCAST	CONNECTION SERVICES	113.80
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00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	491.84
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**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.56
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**Citywide 2A Maintenance Zone 6**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	454.00
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**Citywide 2A Maintenance Zone 8**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	37.83
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**Citywide 2A Maintenance Zone 9**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	113.50
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**Citywide 2A Maintenance Zone10**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	375.00
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**257 SLLMD Administration Fund**

**SLLMD Administration**

00414072	FURBER SAW INC	TOOLS	4,369.02
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00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	61,785.00
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00414105	NUTRIEN AG SOLUTIONS	PESTICIDES	5,970.40
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00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	24.05
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00414204	LOWES COMPANIES INC	SUPPLIES	416.01
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00414257	ANTIOCH ACE HARDWARE	PARTS	72.65
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00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	453.70
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**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

00414379	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	150.00
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00948745	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	507.31
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**311 Capital Improvement Fund**

**Parks & Open Space**

00414245	WOODARD AND CURRAN	PROFESSIONAL SERVICES	18,345.56
00414306	INDIGO HAMMOND & PLAYLE ARCHITECTS	PROFESSIONAL SERVICES	22,947.61
00414381	THE KPA GROUP	PROFESSIONAL SERVICES	24,492.25

**Energy Efficiency**

00414186	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	16.21
00414231	SUSTAINABLE CONTRA COSTA	SCOCO MEMBERSHIP	4,000.00

**Public Buildings & Facilities**

00414144	BELLECCI AND ASSOCIATES INC	PROFESSIONAL SERVICES	7,410.00
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**312 Prewett CIP Fund**

**Parks & Open Space**

00948738	NATIONAL AQUATICS SERVICES INC	SLIDE PUMP REPLACEMENT	46,250.60
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**376 Lone Diamond Fund**

**Assessment District**

00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	73.00
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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

00414322	NICHOLAS K CORPORATION	VEHICLE REPLACEMENT	54,899.82
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**570 Equipment Maintenance Fund**

**Non departmental**

00414082	HUNT AND SONS INC	FUEL	5,349.29
00414305	HUNT AND SONS INC	FUEL	28,729.02

**Equipment Maintenance**

00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	120,486.00
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	139.68
00414200	LES SCHWAB TIRES OF CALIFORNIA	TIRE REPAIR	193.23
00414209	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	2,675.32
00414216	OREILLY AUTO PARTS	PARTS	963.01
00414269	BILL BRANDT FORD	PARTS	88.13
00414314	LES SCHWAB TIRES OF CALIFORNIA	REPAIR TIRES	728.33
00414316	LIM AUTOMOTIVE SUPPLY INC	PARTS	251.86
00414327	OREILLY AUTO PARTS	PARTS	455.60
00948751	PETERSON TRACTOR CO	PARTS	3,444.05
00948757	BIG SKY ENVIRONMENTAL SOLUTIONS	TIRE DISPOSAL	310.00
00948766	UNICO GLASS LLC	AUTO GLASS	677.41

**573 Information Services Fund**

**Information Services**

00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	19,998.00
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**Network Support & PCs**

00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	51,879.00
00414138	AMERICAN MESSAGING	PAGER & PAGECOPY SERVICE	47.84
00414157	COMCAST	CONNECTION SERVICES	180.89
00414250	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	463.38
00948735	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,737.50

**Telephone System**

00414036	AT AND T MCI	PHONES	3,247.36
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,817.00



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00948735	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,737.50
<b>GIS Support Services</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	41,885.00
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	20.81
00414385	VERIZON WIRELESS	DATA USAGE	385.78
00948747	GIS PLANNING INC	GIS RENEWAL	4,999.00
<b>577 Post Retirement Medical-Police Fund</b>			
<b>Non Departmental</b>			
00414397	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00414407	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00414411	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00414413	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00414415	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00414416	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00414417	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00414419	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68
00414420	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00414421	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948768	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948769	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948770	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00948774	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00948775	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00948777	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948778	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948782	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948784	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948791	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00948792	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948797	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948799	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948801	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948805	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948815	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00948816	RETIREE	MEDICAL AFTER RETIREMENT	1,268.03
00948821	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948822	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948823	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948837	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948838	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948839	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00948840	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948843	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00948845	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948852	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948853	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00948854	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00948855	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82



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00948858	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948867	RETIREE	MEDICAL AFTER RETIREMENT	2,221.53
00948870	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948873	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00948877	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00948879	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948880	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948888	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00948891	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948892	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948894	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948896	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948900	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948909	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00948910	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948912	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00948920	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948921	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948923	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00948925	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00948929	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948930	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948933	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948939	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00948943	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00948944	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948946	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00948948	RETIREE	MEDICAL AFTER RETIREMENT	864.41
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
<b>Non Departmental</b>			
00414399	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00414402	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00414403	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00414404	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00414406	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00414409	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00414410	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00414422	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00414423	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00948767	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948771	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948773	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948776	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948781	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00948786	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948789	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00948790	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948793	RETIREE	MEDICAL AFTER RETIREMENT	197.69



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00948794	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948795	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948798	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948803	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00948806	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948809	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948812	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948814	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948817	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948818	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948819	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948820	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948827	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948828	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948829	RETIREE	MEDICAL AFTER RETIREMENT	155.52
00948830	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948831	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948835	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948836	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948846	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948847	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948851	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948857	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948862	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948863	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948864	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948866	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948868	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948874	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948876	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948882	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948886	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948887	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948889	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00948893	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948897	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948899	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948903	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948908	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948911	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948916	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948927	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948932	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00948935	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948942	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948945	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948947	RETIREE	MEDICAL AFTER RETIREMENT	3,947.04



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**579 Post Retirement Medical-Mgmt Fund**  
***Non Departmental***

00414398	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00414400	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00414401	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00414405	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00414408	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00414412	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00414414	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00414418	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00414424	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00414425	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00414426	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948772	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00948779	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948780	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948783	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948785	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948787	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948788	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948796	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948800	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948802	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00948804	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948807	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948808	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00948810	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00948811	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948813	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948824	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948825	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948826	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948832	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948833	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948834	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948841	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948842	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00948844	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948848	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948849	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00948850	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948856	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948859	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948860	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948861	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948865	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948869	RETIREE	MEDICAL AFTER RETIREMENT	656.20
00948871	RETIREE	MEDICAL AFTER RETIREMENT	609.06



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00948872	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948875	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948878	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948881	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948883	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948884	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948885	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948890	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948895	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948898	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948901	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948902	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948904	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948905	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948906	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948907	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948913	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948914	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948915	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948917	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948918	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948919	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948922	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948924	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00948926	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948928	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948931	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948934	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948936	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948937	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948938	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00948940	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948941	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00

**580 Loss Control Fund**

**Human Resources**

00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,395,047.00
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**611 Water Fund**

**Non departmental**

00414135	ACE INDUSTRIAL SUPPLY INC	SUPPLIES	927.39
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	444.22
00414145	BISHOP CO	SUPPLIES	326.15
00414180	FASTENAL CO	SUPPLIES	801.18
00414204	LOWES COMPANIES INC	SUPPLIES	699.31
00414230	SUPERCO SPECIALTY PRODUCTS.	VANDALISM REMOVER	1,190.74
00414251	AMERICAN TEXTILE AND SUPPLY INC	RAGS	875.81
00414270	BISHOP CO	SUPPLIES	29.62
00414303	HAWTHORN VENTURES LLC	UNIFORMS	618.46
00414326	OFFICE DEPOT INC	OFFICE SUPPLIES	3,309.27



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00948748	HAMMONS SUPPLY COMPANY	JANITORIAL SUPPLIES	301.77
<b>Water Supervision</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	830,297.00
00414385	VERIZON WIRELESS	DATA USAGE	198.12
<b>Water Production</b>			
00414046	CALLAHAN, STEVEN P	EXPENSE REIMBURSEMENT	350.00
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	86.10
00414078	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00414080	HASA INC	CHEMICALS	44,052.87
00414084	IXOM WATERCARE INC.	SERVICE	14,685.00
00414086	KARL NEEDHAM ENTERPRISES INC	RENTAL SERVICES	25,413.12
00414130	UNIVAR SOLUTIONS USA INC	CHEMICALS	9,316.46
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	71.26
00414139	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	150.00
00414140	ANTIOCH ACE HARDWARE	SUPPLIES	225.91
00414142	BAY ALARM COMPANY	ALARM SERVICES	2,495.22
00414148	BRENNTAG PACIFIC INC	CHEMICALS	5,953.09
00414162	CONTRA COSTA WATER DISTRICT	RAW WATER	1,823,037.62
00414204	LOWES COMPANIES INC	SUPPLIES	1,195.38
00414207	MCMASTER CARR SUPPLY CO	HOLE SAW	334.71
00414212	MUTULO, DERRIC VINCENT	EXPENSE REIMBURSEMENT	579.98
00414217	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	80.71
00414238	UNIVAR SOLUTIONS USA INC	CHEMICALS	45,515.80
00414255	ANTIOCH ACE HARDWARE	EQUIPMENT RENTALS	118.80
00414257	ANTIOCH ACE HARDWARE	SUPPLIES	551.92
00414274	CANON FINANCIAL SERVICES	COPIER LEASE	96.58
00414275	CARRASCO, AARON M	EXPENSE REIMBURSEMENT	1,288.92
00414296	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	159.54
00414300	HACH CO	PARTS	548.76
00414302	HASA INC	CHEMICALS	28,810.18
00414303	HAWTHORN VENTURES LLC	UNIFORMS	105.18
00414308	JOHNSTON, COREY J	EXPENSE REIMBURSEMENT	1,065.42
00414309	KAGIN, IVONA	EXPENSE REIMBURSEMENT	425.00
00414316	LIM AUTOMOTIVE SUPPLY INC	PARTS	80.63
00414329	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	17.54
00414384	UNIVAR SOLUTIONS USA INC	CHEMICALS	40,119.50
00414385	VERIZON WIRELESS	DATA USAGE	145.60
00414387	VESTIS GROUP INC	WEEKLY SUPPLIES	108.34
00414395	WOODLAND, BENJAMIN MARCUS	EXPENSE REIMBURSEMENT	235.00
00948733	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,594.80
00948741	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	11,807.86
00948746	CHEMTRADE CHEMICALS US LLC	CHEMICALS	14,607.73
00948758	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,214.04
00948759	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	1,300.00
00948761	ICR ELECTRICAL CONTRACTORS	INSTALL	3,532.79
<b>Water Distribution</b>			
00414037	BACKFLOW DISTRIBUTORS INC	PARTS	295.33
00414057	CROWDER SUPPLY CO LLC	WATER PUMP	965.80



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00414073	G AND S PAVING	PAVE SERVICE CUTS	21,592.67
00414077	GOLDEN BLAZE FIRE PROTECTION	WAREHOUSE SPRINKLERS	1,000.00
00414109	PACE SUPPLY CORP	PARTS	3,780.51
00414110	PACIFIC CREDIT SERVICES	COLLECTION FEES	203.80
00414114	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	19,800.00
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	189.31
00414140	ANTIOCH ACE HARDWARE	SUPPLIES	20.72
00414142	BAY ALARM COMPANY	ALARM SERVICES	105.00
00414152	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	61,140.00
00414156	CHECK PROCESSORS INC	LOCKBOX PROCESSING	536.70
00414193	ISINGS CULLIGAN	JUNE 24 WATER SERVICE	28.50
00414204	LOWES COMPANIES INC	SUPPLIES	4,458.15
00414205	M AND L OVERHEAD DOORS	REPAIR SERVICES	579.53
00414257	ANTIOCH ACE HARDWARE	SUPPLIES	165.44
00414285	CWEA SFBS	JBURROR C1 RECERT	448.00
00414287	DELTA DIABLO	RECYCLE WATER FOR JUNE	10,547.17
00414298	G AND S PAVING	PAVE SERVICE CUTS	10,182.51
00414303	HAWTHORN VENTURES LLC	UNIFORMS	1,483.72
00414318	MASSONE MECHANICAL INC	FUEL & LABOR	87.50
00414319	MCCULLAH, MATTHEW MARK	EXPENSE REIMBURSEMENT	309.00
00414325	NO CA BACKFLOW PREVENTION ASSOC	BACKFLOW RECET CLASS	1,390.00
00414365	ROBERTS AND BRUNE CO	PARTS	8,233.05
00414374	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	249.21
00414383	TYLER TECHNOLOGIES INC	WATER PYMT SYSTEM	69,166.48
00414385	VERIZON WIRELESS	DATA USAGE	3,583.18
00948736	INFOSEND INC	PRINT AND MAIL SERVICES	81.30
00948749	INFOSEND INC	PRINT AND MAIL SERVICES	1,063.81
00948762	INFOSEND INC	PRINT AND MAIL SERVICES	4,845.14
00948764	RED WING SHOE STORE	SAFETY SHOES- NALEZNY, R	2,665.08
<b>Public Buildings &amp; Facilities</b>			
00414081	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	9,690.00
00414127	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	12,060.00
00414276	CDM SMITH INC	PROFESSIONAL SERVICES	123,958.57
00414284	CSI METRICS LLC	PROFESSIONAL SERVICES	21,687.76
00948731	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	47,013.08
<b>Water Systems</b>			
00948756	BADGER METER INC	CELLULAR SERVICE	109,953.70
<b>621 Sewer Fund</b>			
<b>Swr-Wastewater Administration</b>			
00414061	CWEA SFBS	MEMBERSHIP RENEWAL	221.00
00414069	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	32.48
00414073	G AND S PAVING	PAVE SERVICE CUTS	21,592.69
00414077	GOLDEN BLAZE FIRE PROTECTION	WAREHOUSE SPRINKLERS	1,000.00
00414079	H&R PLUMBING & DRAIN CLEANING INC	PROFESSIONAL SERVICES	44,200.00
00414085	JACK DOHENY COMPANY	PARTS	7,459.40
00414099	MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	78.34
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	260,008.00
00414114	PARCEL QUEST	ANNUAL ACCOUNT RENEWAL	3,300.00





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00414127	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	1,260.00
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	95.07
00414152	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	61,140.00
00414156	CHECK PROCESSORS INC	LOCKBOX PROCESSING	536.71
00414181	FASTSIGNS	OPERATING SUPPLIES	90.46
00414193	ISINGS CULLIGAN	JUNE 24 WATER SERVICE	28.50
00414204	LOWES COMPANIES INC	SUPPLIES	911.02
00414205	M AND L OVERHEAD DOORS	REPAIR SERVICES	579.53
00414255	ANTIOCH ACE HARDWARE	SUPPLIES	303.31
00414265	BEACH, TOBY ALAN	PER DIEM	276.00
00414274	CANON FINANCIAL SERVICES	COPIER LEASE	74.14
00414293	FASTSIGNS	BUSINESS CARDS	180.92
00414295	FIRE RISK MANAGEMENT SERVICES	INSURANCE PREMIUM	184.44
00414298	G AND S PAVING	PAVE SERVICE CUTS	10,182.52
00414303	HAWTHORN VENTURES LLC	UNIFORMS	258.22
00414317	LOONEY, ZACHARY MICHAEL	PER DIEM	276.00
00414318	MASSONE MECHANICAL INC	FUEL & LABOR	87.50
00414365	ROBERTS AND BRUNE CO	PARTS	3,116.90
00414366	ROMERO GARCIA, RICARDO ANDRES	PER DIEM	276.00
00414382	TRUESDELL, CHAD C	PER DIEM	276.00
00414383	TYLER TECHNOLOGIES INC	WATER PYMT SYSTEM	69,166.47
00414385	VERIZON WIRELESS	DATA USAGE	3,941.71
00948736	INFOSEND INC	PRINT AND MAIL SERVICES	81.32
00948745	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	230.86
00948749	INFOSEND INC	PRINT AND MAIL SERVICES	1,063.82
00948753	UBEO BUSINESS SERVICES	CANON COPIER	134.95
00948762	INFOSEND INC	PRINT AND MAIL SERVICES	10,062.81
<b>631</b>	<b>Marina Fund</b>		
<b>Marina Administration</b>			
00414102	MUNICIPAL POOLING AUTHORITY	PAYROLL	45,839.00
00414126	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	758.00
00414136	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	161.42
00414142	BAY ALARM COMPANY	ALARM SERVICES	365.00
00414187	HENDERSON MARINE SUPPLY	DOCK BUMPERS	890.89
00414204	LOWES COMPANIES INC	SUPPLIES	151.20
00414221	REINHOLDT ENGINEERING CONSTR	FUEL TANK INSPECTION	175.00
00414264	BAY CITIES PYROTECTOR	FIRE SPRINKLER AND TESTING	985.00
00414303	HAWTHORN VENTURES LLC	SAFETY SHOES- RUSSELL, D	225.03



AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
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<b>227</b>	<b>Housing Fund</b>		
<b><i>Housing</i></b>			
00948760	HOUSE, TERI	Q1 FY 23-24 HS THOUSE	10,540.00



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Toby Beach, Collection Systems Superintendent

**APPROVED BY:** Scott Buenting, Acting Public Works Director/City Engineer *CZ For SB*

**SUBJECT:** Award of Agreement to Advanced Trenchless Inc. for Emergency Underground Water and Sewer/Storm Utility Infrastructure Repairs

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding the agreement to Advanced Trenchless Inc. for underground water and sewer/storm infrastructure repair services on an as-needed basis for a three (3) year term beginning August 13, 2024, through June 30, 2027 in the amount of \$2,250,000 with an option to extend two (2) additional years in the amount of \$1,500,000 for a five (5) year amount not to exceed \$3,750,000; and
2. Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

### **FISCAL IMPACT**

The FY 2024/25 Operating Budget includes funding in the amount of \$750,000 for emergency underground repair services for the first year of the agreement utilizing Water and Sewer Enterprise Funds. Funding for the remaining four (4) years of the agreement in the amount of \$3,000,000 will be requested as part of the City's biennial budget process.

### **DISCUSSION**

This Maintenance Services Agreement ensures that specialized and emergency repairs are carried out as needed on the City's water, sewer, and storm lines. Specialized repairs include, but are not limited to repairs made at depths of 15 feet or more which require specialized equipment, confined space entry inspections and repairs which require specialized training and equipment in compliance with federal and state regulations, as well as on-call emergency repairs due to unforeseen events such as severe weather storms. In addition, having a qualified contractor on-call for these types of services ensures a proactive approach to the maintenance of the City's utility infrastructure by minimizing the downtime of essential services such as potable water for the residents of Antioch and potential liability exposure to the City by reducing the number of sanitary

**D**

Agenda Item #

sewer overflows which could infiltrate into our creeks and river.

On May 30, 2024, bids were solicited for underground repair services through the local newspaper, builders' exchanges, and City's website. On July 1, 2024, one (1) qualified proposal was received from Advanced Trenchless Inc. Staff reviewed and scored their proposal, and determined they can meet the needs of the City. Staff recommends awarding the agreement to Advanced Trenchless Inc. as described in the Draft Maintenance Services Agreement attached hereto as Exhibit "1" to the Resolution.

**ATTACHMENTS**

- A. Resolution  
Exhibit 1
- B. Proposal Score

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING A MULTI-YEAR MAINTENANCE SERVICES AGREEMENT FOR  
UNDERGROUND REPAIR SERVICES TO ADVANCED TRENCHLESS INC. AND  
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, this Maintenance Services Agreement ensures that specialized and emergency repairs are carried out as needed on the City's water, sewer, and storm lines;

**WHEREAS**, specialized repairs include, but are not limited to repairs made at depths of 15 feet or more which require specialized equipment, confined space entry inspections and repairs which require specialized training and equipment in compliance with federal and state regulations, as well as on-call emergency repairs due to unforeseen events such as severe weather storms;

**WHEREAS**, having a qualified contractor on-call for these types of services ensures a proactive approach to the maintenance of the City's utility infrastructure by minimizing the downtime of essential services such as potable water for the residents of Antioch and potential liability exposure to the City by reducing the number of sanitary sewer overflows which could infiltrate into our creeks and river;

**WHEREAS**, on May 30, 2024, bids were solicited for underground repair services through the local newspaper, builders' exchanges, and City's website. On July 1, 2024, one (1) qualified proposal was received from Advanced Trenchless Inc;

**WHEREAS**, Staff reviewed and scored their proposal, and determined they can meet the needs of the City;

**WHEREAS**, Staff recommends awarding the agreement to Advanced Trenchless Inc. as described in the Draft Maintenance Services Agreement attached hereto as Exhibit "1"; and

**WHEREAS**, the City Council has considered awarding the agreement to Advanced Trenchless Inc. for underground water and sewer/storm infrastructure repair services on an as-needed basis for a three (3) year term beginning August 13, 2024, through June 30, 2027 in the amount of \$2,250,000 with an option to extend two (2) additional years in the amount of \$1,500,000 for a five (5) year amount not to exceed \$3,750,000; and authorizing the Acting City Manager to execute the agreement.



**RESOLUTION NO. 2024/\*\*\***

August 13, 2024

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

1. Awards the agreement to Advanced Trenchless Inc. for underground water and sewer/storm infrastructure repair services on an as-needed basis for a three (3) year term beginning August 13, 2024, through June 30, 2027 in the amount of \$2,250,000 with an option to extend two (2) additional years in the amount of \$1,500,000 for a five (5) year amount not to exceed \$3,750,000; and
2. Authorizes the Acting City Manager to execute the agreement in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13th day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## EXHIBIT "1"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **13th** day of **August, 2024** ("**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 **Advanced Trenchless Inc. a Corporation**, with its principal place of business at **4980 Pacheco Blvd., Suite B, Martinez, CA 94553** ("**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 **Underground Water and Sewer Line Repair** services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

##### 2.2 Project.

City desires to engage Contractor to render such services for the **Underground Repair 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 **Underground Repair 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 The term of this Agreement shall be from **July 1, 2024 to June 30, 2027, with possible two (2), one (1) year extensions from July 1, 2027 to June 30, 2028 and July 1, 2028 to June 30, 2029**, 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 Representatives. The City hereby designates **Toby Beach, Collections/NPDES Superintendent**, and **Shaun Connelly, Water Distribution Superintendent**, or their designee, to act as its representatives for the performance of this Agreement ("City's Representative"). City's Representatives 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 Representatives or their designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Ryan Charles, CEO/President**, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Five Hundred Dollars (\$500.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated

and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.



3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance

Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered

qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seven Hundred Fifty Thousand Dollars (\$750,000) per fiscal year for a total contract amount not to exceed Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) over the course of three years with possible two (2), one (1) year extensions for a five (5) year total amount not to exceed Three Million Seven Hundred and Fifty Thousand Dollars (\$3,750,000)** without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

### 3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are

not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

### **3.4 Termination of Agreement.**

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal

year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:**

Ryan Charles, CEO/President  
Advanced Trenchless Inc.  
4980 Pacheco Blvd., Suite B  
Martinez, CA 94553

**City:**

Toby Beach, Collections/NPDES Superintendent  
Shaun Connelly, Water Distribution Superintendent  
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 ADVANCED TRENCHLESS INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 13th day of August, 2024.

**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

**ADVANCED TRENCHLESS INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## EXHIBIT "A"

### SCOPE OF SERVICES

#### Scope Of Work

The City of Antioch is requesting bids for a (3) three-year contract with possible (2) two, (1) one-year extensions for the complete repair of water, sewer/storm infrastructure within the City of Antioch on an **as-needed basis**. Scheduled work will be Monday through Friday between 7am and 4pm on an as-needed basis. The City of Antioch will provide the location of assets in need of repair and the contractor must have a crew ready to dig at the site within 72 hours of receiving the location. The type of pipe being repaired may vary from metal, VCP, ACP, CIP, RCP, DIP, PVC, and copper pipe. The pipe sizes will vary from 1" to 33" and the pipe depth will range from 1' to 20' and up. Any repairs made must meet the City of Antioch's Construction Details. Any work done in the street or other City rights of way will require an encroachment permit. The permit will be of no cost to the contractor.

There may be instances where emergency work must be completed. Contractor must respond to the City within 24 hours of notification and have a crew ready to dig as soon as major utilities are marked. Emergency work may be completed outside the specified hours. Any other type of emergency work will be paid for on a time and material basis.

The work to be done consists of the removal and replacement of damaged or broken water, sewer or storm pipe, existing service connections, rehabilitation of existing sewer or storm manholes, and rehabilitation of existing catch basins. The work includes, but is not limited to, trenching (**trenchless repairs are also acceptable**), removal, replacement and disposal of existing sewer/storm lines, sewer/storm manholes, sewer lateral connections, asphalt concrete pavement, aggregate base, traffic control, other miscellaneous work, and all labor, material, equipment, and transportation necessary for the project, and as described in these documents.

#### Contractor To Provide

A safe, motivated, and skilled crew capable of productively making the specified water, sewer/storm repairs in a highly efficient and productive manner. Contractor shall also be responsible for completing all aspects of the job including but not limited to labor, materials, equipment, notification, traffic control and any other incidentals required to complete the work safely and efficiently. The contractor will be required to replace or redo any portion of the work that does not meet the approval of the City. The City of Antioch will be the sole judge of the quality of the work. All punch list work or redo's will be at the complete expense of the contractor. At least one crew member must be able to communicate with City staff in English both verbally and in writing. Contractor's crew members must act professionally and communicate with City customers in a polite and courteous way at all times. If quality or conduct does not meet our standards, the City will, at its own discretion, stop the job and move to the next responsible bidder.

1. Posting / No Parking: It will be the contractor's responsibility to post any and all locations for "No Parking" a minimum of 48 hours in advance of work. The City will provide the "No Parking" signs to the contractor at no cost. All signs not used must be returned to the City at the end of the project.
2. Traffic Control / Job Site Responsibility: Contractor to be fully responsible for all traffic control and safety of project areas until the project is fully complete.

Contractor will abide by all Cal Trans specified traffic control standards and submit a traffic control plan and gain approval prior to the start of work. Traffic control flaggers may be needed to complete some of the specified locations, the contractor must be prepared to provide this operation.

3. Safety Standards: Items furnished shall meet requirements of the Occupational Safety and Health Act (OSHA), Federal, State and local requirements, in addition to requirements of appropriate safety standard organizations.

**Other Information**

1. Contractor will be compensated for time and material when rare and unusual working conditions are apparent. The City of Antioch will be the sole judge of what is "rare" and "unusual" working conditions.
2. The annual volume of work is scheduled to be up to **\$750,000**.
3. Contractor will not leave any job incomplete over a 24 hour period without written permission from the City of Antioch.
4. The City of Antioch intends to retain a minimum of two contractors, one primary and one back-up, in case of emergencies.

**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

## EXHIBIT "C" COMPENSATION

### I. Fee Submittal

CITY OF ANTIOCH  
UNDERGROUND REPAIR SERVICES  
RFP No. 968-0701-24

Your Company Name: Advanced Trenchless Inc

Contact Name: Ryan M Charles

Contact Phone: 925.239.6233

Contact Email: ryan@gotrenchless.com

**A.) PIPE REPAIR (\$/LINEAL FOOT) Please provide an itemized hourly rate for emergency services to include employee and equipment. (PLEASE ASSUME ALL REPAIRS WILL BE TAKING PLACE IN THE STREET AND ARE FOR AN 8 HOUR DAY WHEN QUOTING. PLEASE ALSO FACTOR IN ANY MOBILIZATION CHARGES WHEN PROVIDING PRICING.)**

### FEE PROPOSAL FORM

ITEM NO.	UNIT OF MEAS	DESCRIPTION/ UNIT PRICE IN WORDS	UNIT PRICE IN FIGURES
1	\$ PER HR	BASIC CREW - NORMAL WORKING HOURS \$	\$- 1,300.00
2	\$ PER HR	BASIC CREW - OVERTIME (EVENINGS AND SATURDAYS) \$	\$- 1,500.00
3	\$ PER HR	BASIC CREW - DOUBLE TIME (SUNDAYS AND HOLIDAYS) \$	\$- 1,700.00
4	\$ PER HR	ADDITIONAL LABORER - EACH \$	\$- 125.00
5	\$ PER HR	ADDITIONAL OPERATOR - EACH \$	\$- 175.00
6	\$ PER HR	ADDITIONAL DRIVER W/DUMP TRUCK \$	\$- 200.00
7	\$ PER HR	MAINTENANCE & PROTECTION OF TRAFFIC \$	\$- 250.00
8	PER SF	PVMT RESTORATION - TRENCH (UP TO 200 SF) *see pvmt spec \$	\$- 28.00
9	PER SF	PVMT RESTORATION - TRENCH (OVER 200 SF) *see pvmt spec \$	\$- 25.00
		* Pavement Restoration Specification -Trench 12 in. Type 2 Subbase, 3 inch 19mm Binder, 1-1/2 inch 9.5mm Top	

10 Any materials used for project will be invoiced at cost including taxes plus a 30% markup.

### **Additional Contractor Owned Equipment**

Please use this section to list and provide rental rates for additional contractor owned equipment that would be required above and beyond the basic crew equipment accounted for in Attachment A. This is equipment that the contractor would note as required to complete the specific emergency repair when completing the **Work Plan** for the specific repair and is agreed to by the City. Please provide the following rates for each piece of equipment.

Hourly: used 7 or less hours

Daily: used 8 hours to 40 hours total

(Hours above 32 and up to 40 hours will be paid as a percentage of the daily rate)

Weekly used above 40 hours up to 160 hours total.

Monthly used over 160 hours total

Price includes all Contractor Profit and Overhead

**Backhoe for depths over 12'(Rates Include Mobilization.)**

**-Hourly-\$200.00**

**-Daily-\$1,620.00**

**-Weekly-\$2,100.00**

**-Monthly-\$8,100.00**



## 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 appropriate 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.

**X Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

**\_\_\_ Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

**THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS**

**Deductibles and Self-Insured Retentions ("SIR"):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.



Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ATTACHMENT "B"

UNDERGROUND REPAIR SERVICES
RFP #968-0701-24
Evaluation of Qualifications


RATER 1	RATER 2	RATER 3	AVERAGE
100 Points	100 Points	100 Points	
88	80	86	84.67
			Advanced Trenchless Inc.


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Lori Medeiros, Administrative Analyst I 

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

**SUBJECT:** First Amendment to the Consulting Services Agreement with Coastland for On-Call Consultant Inspection Services

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Consulting Services Agreement with Coastland for on-call consultant inspection services, increasing the contract by \$100,000, for a total contract amount not to exceed \$400,000; and
2. Authorizing the Acting City Manager to execute the first amendment to the Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase Coastland's agreement by \$100,000, for a total contract amount not to exceed \$400,000. Funding for this work will be provided from various funding sources corresponding to the project inspections performed by the consultant. It is anticipated that this recommendation will have no impact to the General Fund.

**DISCUSSION**

The City employs three full time Public Works Inspectors. In addition to City capital projects, currently there are large subdivision projects under construction. The current workload exceeds the capacity of existing staff levels. On April 25, 2023, entered into an agreement with Coastland for supplemental inspection services for \$300,000. An amendment is needed to the existing agreement with Coastland to continue to oversee the construction of improvements within subdivisions and various other construction activities.

**ATTACHMENTS**

- A. Resolution Exhibit "1"
- B. Coastland Agreement dated April 25, 2023

**ATTACHMENT "A"**

**RESOLUTION NO. 2024/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH COASTLAND FOR ON-CALL INSPECTION SERVICES,  
INCREASING THE CONTRACT BY \$100,000, FOR A TOTAL CONTRACT AMOUNT  
NOT TO EXCEED \$400,000**

**WHEREAS**, on April 25, 2023, the City of Antioch ("City") entered into a Consulting Services Agreement ("Agreement") with Coastland for on-call inspection services in the amount of \$300,000; and

**WHEREAS**, on August 13, 2024, the City Council considered approving the first amendment to the Agreement with Coastland for on-call consultant inspection services by \$100,000, for a total contract amount not to exceed \$400,000.

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

1. Approves the first amendment to the Consulting Services Agreement with Coastland for on-call consultant inspection services, increasing the contract by \$100,000, for a total contract amount not to exceed \$400,000; and
2. Authorizes the Acting City Manager to execute the first amendment to the Agreement (Exhibit "1") in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## EXHIBIT "1"

### AMENDMENT NO. 1 TO AGREEMENT FOR ON-CALL INSPECTION SERVICES

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 13<sup>th</sup> day of August 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and COASTLAND, their address is 420 Executive Court North, Suite G, Fairfield, CA 94534 ("Consultant").

### RECITALS

**WHEREAS**, on April 25, 2023, CITY and CONSULTANT entered into an Agreement for Professional Consultant Services on an "On-Call" Basis ("Agreement") in the amount of \$300,000; and

**WHEREAS**, on August 13, 2024, the City Council approved the first amendment to the Agreement with CONSULTANT for on-call consultant inspection services in the amount of \$100,000 for a total contract amount of \$400,000 and authorized the Acting City Manager to execute the first amendment.

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

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

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

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

"CITY hereby agrees to pay Consultant a sum not to exceed \$400,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicative services performed by more than one person.

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



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

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

CITY OF ANTIOCH:

COASTLAND

By: \_\_\_\_\_  
Kwame P. Reed, Acting City Manager

By: \_\_\_\_\_  
Dennis Sheil, CEO

ATTEST:

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

APPROVED AS TO FORM:

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

## ATTACHMENT "B"

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND COASTLAND CIVIL ENGINEERING FOR ON-CALL CONSTRUCTION INSPECTION SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 25th day of April, 2023 ("Effective Date") by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 ("City") and Coastland Civil Engineering with its principle place of business at 3478 Buskirk Avenue, Suite 1000, Pleasant Hill, CA 94523 ("Consultant"). City and Consultant individually are sometimes referred to herein as "Party" and collectively as "Parties."

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on April 25, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City's right to terminate the Agreement, under Section 8.

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

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

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

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Three hundred thousand dollars (\$300,000.00) notwithstanding any contrary indications that may be contained in Consultant's proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered



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

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

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

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

**2.2 Payment Schedule.**

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

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



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

**2.4 Hourly Fees.** Fees for work performed by Consultant are on an hourly basis.

**2.5 Reimbursable Expenses.** There are no reimbursable expenses under this Agreement.

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

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

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

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

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

**4.1 Commercial General Liability (CGL).** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.



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

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

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

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

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

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

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

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

**4.5.5 *Deductibles and Self-Insured Retentions.*** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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



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

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

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

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

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

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

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

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

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



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

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

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

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

## **SECTION 6. STATUS OF CONSULTANT.**

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

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

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



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

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

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

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

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

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the full term of this Agreement and require the same of any subconsultants, as applicable.



Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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



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

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

**8.6.1** Immediately terminate the Agreement;

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

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

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

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

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

**9.3 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for Services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant.

**9.4 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California



Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds Ten Thousand Dollars (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

#### **SECTION 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or

official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code Section 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

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



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

Dennis Sheil  
Coastland Civil Engineering  
420 Executive Court North, Suite G  
Fairfield, CA 94534

Any written notice to City shall be sent to:

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

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


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

**CITY:**

CITY OF ANTIOCH

  
Forrest Ebbs, Acting City Manager

Attest:

  
Elizabeth Householder, City Clerk

Approved as to Form:

  
Thomas Lloyd Smith, City Attorney


**CONSULTANT:**

COASTLAND CIVIL ENGINEERING

By: 

Name: John L. Wanger

Title: CEO

  
Heidi E. Uttuback  
Corp. Secretary

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

EXHIBIT "A"

# COASTLAND | DCCM

March 23, 2023

City of Antioch, Public Works Department  
Capital Improvements Division  
Attention: Lori Medeiros  
PO Box 5007  
Antioch, CA 94531-5007

Subject: On-Call Construction Inspection Services

Dear Ms. Medeiros:

The City of Antioch, Capital Improvements Division, is seeking a local and experienced team to support the City on upcoming locally funded construction projects. The team should offer a cohesive and efficient approach to upcoming construction inspection projects and to serve as City's representative and advocate on every project.

Coastland | DCCM has been providing these services to Antioch since 2018. We have a thorough understanding of Antioch's Standard Construction Details as well as positive relationships with Antioch staff. Through this ongoing partnership we have a working knowledge of the City's goals and objectives on upcoming projects. To meet the goals of each project, the City will need local staffing resources and a partnership with City staff that is built on collaboration, responsiveness and trust. Coastland | DCCM is ready and available to provide local staffing resources and expand our partnership with City staff that has been built on exceptional service, collaboration, responsiveness and trust.

Coastland | DCCM's proposed team members have an abundance of experience covering all facets of public works projects. Please consider the following benefits of our team:

- ✓ **Local Team with Local Knowledge:** Our proposed inspectors have a unique and valuable knowledge of the City having provided inspection services on a number of development projects including the Promenade Development, Aviano Development, and most recently, the Deer Valley Estates Development. We propose Rosario Romo to continue serving as the primary construction inspector. Working side by side with City staff for the past five years, Rosario has developed trusted working relationships with staff and is considered to be a key component of many successful development projects in the City of Antioch.
- ✓ **Public Agency Perspective:** We provide staff augmentation to over 25 public agencies and our staff truly understands the role and demands on public agency staff and officials and anticipates our clients' needs beyond engineering services, including consideration of public perception and convenience as well as the constructability, operations and maintenance of public infrastructure.
- ✓ **Service Excellence:** Coastland | DCCM prides itself in having employees that strive to achieve excellence in everything we do, and we enjoy partnering with our clients to help them achieve or exceed their goals. Our company and our employees are caring, thoughtful, responsive, and professional. This service ethic has given us a repeat business rate of 94% which is approximately 50% above the

**Santa Rosa**  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

**Auburn**  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

**Pleasant Hill**  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

**Fairfield**  
420 Executive Court North, Ste. G  
Fairfield, CA 94534  
Tel: 707.702.1951

[www.coastlandcivil.com](http://www.coastlandcivil.com)



average for A&E firms. We encourage you to contact our references to verify our record of providing the highest level of excellence in service.

If selected for these services, it will be our priority to meet the City's needs and project goals. We will partner with the City to approach each project with a practical, "can-do" attitude. Our goal is to facilitate and move each project forward smoothly, planning thoughtfully to avoid issues and working quickly to solve problems proactively with timely input from the project stakeholders. We will employ clear and frequent communication, so the City is always aware of the status of the project.

Per the RFQ we have reviewed the Standard Consulting Services Agreement and have included proposed modifications in Appendix B.

Dennis Shell, Construction Manager of Coastland | DCCM's Fairfield office, will be the City's main point of contact for responding to the City's needs and coordinating with our team. Dennis can be reached at (707) 344-6226 or [shell@coastlandcivil.com](mailto:shell@coastlandcivil.com) if you have any questions regarding this proposal. As CEO of Coastland | DCCM, I am authorized to negotiate a contract on behalf of the company. If you have any questions related to the contract, please contact me at [wanger@coastlandcivil.com](mailto:wanger@coastlandcivil.com) or by phone at (707) 571-8005. We thank you for this opportunity and look forward to continuing our service to you.

Sincerely,  
Coastland Civil Engineering, LLP



John Wanger, PE  
CEO



Dennis Shell  
Construction Manager

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*"Coastland has been a go-to firm for construction inspection services. Their staff constantly foresee issues before they happen saving both time and taxpayer money. Their in-the-trenches understanding – literally – of how to build projects and partner with contractors has been a benefit to our community."*

– Hunter Young, PE,  
Principal Engineer, City of  
Citrus Heights



**94%**

Repeat Clients



**31**

Years in Business



**4**

Offices



**75+**

Employees



**100+**

Cities, Counties  
& Districts  
Served



**24**

Contract  
City/District  
Engineering  
Clients

# OFFICE LOCATION

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## OFFICE LOCATION

### Headquarter Office

Coastland Civil Engineering, LLP  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005  
EIN: 68-0256235  
[www.coastlandcivil.com](http://www.coastlandcivil.com)

### Fairfield Office

420 Executive Court North, Ste G  
Fairfield, CA 94534  
Tel: 707.702-1961

## SUBCONSULTANTS

Coastland | DCCM maintains relationships and master agreements with many subconsultants who are experts in their fields. Should a project require services outside of Coastland | DCCM's experience, we will assign a subconsultant based on their experience, familiarity with the City of Antioch, and DBE status (if required by project funding). We will confirm which subconsultants will be used for upcoming City projects prior to entering into an agreement with the City for each project. Below are two firms we envision possibly using on the potential projects highlighted by the City in the RFP. Resumes for key subconsultant team members can be found in Appendix A.



Founded in 1966, BSK is a 100 percent employee-owned, California-grown consulting engineering firm with a 35+ year presence in the Bay Area. BSK provides geotechnical and environmental engineering, construction observation, materials testing, special inspection, and analytical chemistry laboratory services. They have built a lifelong track record of providing support to capital improvement projects and currently employ a staff of nearly 200 with offices and laboratories throughout California, Oregon, and Washington. Nearly 75 percent of their Bay Area projects are for public agencies, with recent support to Coastland to include geotechnical investigations for a variety of north bay capital improvement projects in Fairfield, Suisun City, Benicia, and Vacaville. BSK is registered with the Department of Industrial Relations with their DIR registration number 1000003557. They are also certified by the California Department of General Services as a Small Business for Public Works (SB-PW) with registration #2014327SB-PW, expires 11/30/2023.



Silveira Consulting provides Labor Compliance Monitoring for State and Federally funded projects on projects statewide. Their funding expertise includes but is not limited to SWRCB SRF, FHWA, PTSMIA, Prop. 84, Prop. 1, HUD, CDBG and the Caltrans Local Assistance Procedures Manual (LAPM). In addition, they also specialize in assisting their clients in the preparation and submission of the LCP Application and Program Manual for approval by the Department of Industrial Relations for Prop. 84 related projects. Silveira Consulting is located in Northern California and is a woman owned, DBE Company (firm # 43320).



# QUALIFICATIONS & EXPERIENCE

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## FIRM INTRODUCTION

Coastland | DCCM provides civil engineering, construction management, and building safety services to public agencies spanning Northern California.

Coastland | DCCM serves public agencies exclusively, specializing in contract services for cities, counties and special districts. We have provided on-call and as-needed engineering and building safety services to more than 20 public agencies for over 31 years. We are very familiar with responding to Task Order requests and providing a cost proposal based on a specific project scope of work.

As a mid-size consulting firm with a strong reputation for excellence and tailored service, we have learned how to gain insight into our individual clients' values so that our service reflects positively and consistently with our clients' goals and initiatives. Many of our staff have worked for public agencies including serving as City Engineers, which gives us unique and valuable insights into the needs and perspectives of our clients and allows us to tailor each project to the project to the community's unique character and practices.

We understand the demands of public sector service and that our clients are often understaffed. **Our employees strive to become an extension of our clients' staff and an integral part of their project team.** This is just one way we help our clients overcome project delivery challenges and produce outstanding projects in this challenging environment.

Since we opened our doors in 1991, we have delivered a wide variety of projects including transportation, pavement design, complete streets, traffic calming, drainage, flood control, parks, buildings, and many other public facilities. Our extensive experience with complex and multi-faceted projects provides benefits to our clients in every arena. Our company has three divisions, Engineering, CM/Inspection, and Building Services which are highly integrated and can be tapped as required to meet the needs of our clients. Having in-house expertise in areas such as construction, claims, structural, Building Code, and CASp/ADA from our other divisions allows Coastland | DCCM to efficiently apply these specialty services to benefit our client and their project. Whether the project requires expertise within one, or all of our company's divisions, we work hard to deliver the highest quality work product and services. The City of Antioch will benefit from Coastland | DCCM's vast experience in all areas of public works.

### Primary Services

- Construction Management
- Municipal Engineering
- Capital Project Design
- Building Department
- Financing Assistance

### Markets

- Transportation
- ADA Compliance
- Water
- Wastewater
- Public Facilities & Parks

### Client Base

- Cities
- Counties
- Special Districts

Our team has the demonstrated ability to complete projects on-time and on-budget. We manage the budgets and schedules for every project carefully and are adept at expediting project progress as needed to meet constrained timeframes. When assembling teams for projects, Coastland | DCCM carefully assesses the needs of the client and the project along with each team member's skills, experience, and



current and projected commitments before assigning them to projects. We have proposed a strong staff team that is available to fully commit to meeting the City's project needs. Furthermore, our depth of staff throughout the company is available as needed to ensure we provide the City with a highly qualified team that is committed to providing ongoing communication, thereby ensuring project deadlines are met.

Because we specialize in serving public agencies and have extensive in-house experience serving as City Engineers, we have a unique understanding of project delivery and the impacts each project may have on the community. **This public agency focus allows us to understand the importance of timing and constraints on public projects, and how to successfully expedite project approval to meet our clients' schedule and budgetary needs.**

Identifying project goals, funding requirements, constraints, and concerns at the project onset is key to successful project delivery. We will apply our 31+ years of local, municipal experience in these areas to develop sound, practical and cost-efficient solutions. Coastland | DCCM's skill at planning, designing and managing the construction of public projects throughout Northern California provides us with the ability to anticipate and avoid, or overcome, project challenges. Our team will devote themselves to applying our successful track record to develop innovative solutions for the City of Antioch.

With a staff of over 75 professional engineers, construction managers and inspectors, technicians and support staff our team has ample resources to respond to the City's requests while still providing a highly personal approach that is not often found in larger firms.

**Over 94% of our work is from repeat clients**, attesting to client satisfaction and confidence. Our ability to tailor each project to the community's unique history and traditions enables us to meet the needs of each client.

Please consider the following benefits of Coastland | DCCM's proposed team:

#### LOCAL TEAM

Future Antioch projects may require numerous field trips to the project sites and City offices. Our location will minimize iterations, improve quality, and save time and money. **A majority of our proposed personnel work out of the same office, located in Fairfield.** Our local presence will ensure prompt response to the City's needs to ensure timely and responsive service.

#### COHESIVE TEAM

Our Construction/Project Manager and our four proposed inspectors **work together on a daily basis.** They have worked as a team to provide construction management and inspection services to various adjacent communities including Piedmont and Emeryville. Our existing relationships and sense of teamwork will streamline internal communication and help provide immediate response to concerns and questions from the City.

#### CONSTRUCTION MANAGEMENT

- Construction Management
- Resident Engineering & Field Inspection
- Cost Estimating
- Constructability Reviews
- Civil Engineering Support & Quality Assurance
- Bid Administration
- Public Relations & Notifications
- State & Federal Labor Compliance & Administration
- Progress Meetings, Status Reports & Documentation
- Submittal Management & RFIs
- Cost & Schedule Management
- Conflict Resolution & Claim Management
- Project Closeout & Record Drawings

#### KEY BENEFITS OF THE COASTLAND | DCCM TEAM

- 31+ year track record providing construction management services to public agencies throughout Northern California
- Local knowledge and experienced staff
- Trusted subcontractor partners
- Specialize in serving public agencies



#### DEPTH OF STAFF TO MEET ALL THE CITY'S ON-CALL NEEDS

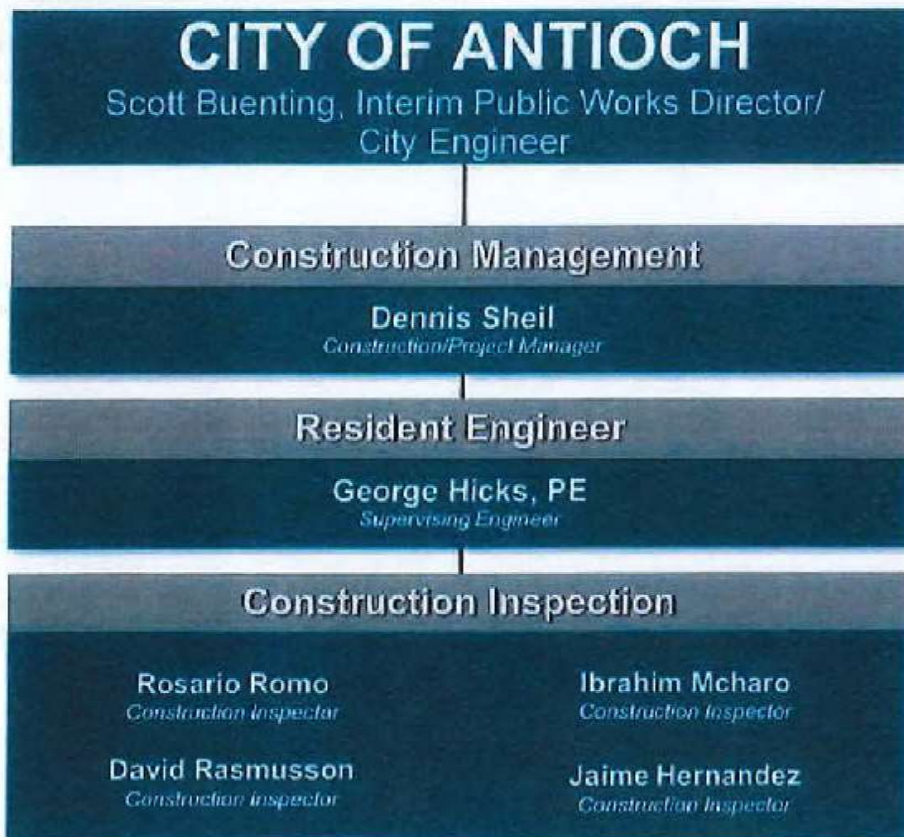
Our proposed team is well accustomed to on-call contracts and overseeing multiple projects concurrently. They work very closely and communicate clearly to ensure that critical inspections are made, contractors have proper direction, citizens' needs are addressed, and our clients are kept up-to-date on project issues and progress. Our staff discuss their projects daily to ensure all needs are met. **We have a depth of staff that enables us to respond quickly to Antioch's needs and maintain project continuity.** In addition to the staff identified in the diagram below, we have a robust team of more than 20 inspectors to assist and backfill as needed.

## PROJECT ORGANIZATION CHART

The following organization chart illustrates the personnel who are committed to be available to the City of Antioch. All proposed team members are qualified and available to serve the City and will be committed to providing efficient services on your projects.

The core of the Coastland | DCCM team will consist of **Dennis Sheil, Construction Manager**, who will be supported with our team of construction inspectors. Other identified Coastland | DCCM staff will act as the primary technical resource pool to serve our team and the City to help identify and select the best-fit approaches to each project.

Resumes for key Coastland | DCCM staff can be found in **Appendix A**.



## PROJECT TEAM

With a staff of over 75 professional engineers, construction managers and inspectors, technicians and support staff our team has ample resources to respond to the City's requests while still providing a highly personal approach that is not often found in larger firms. Our key staff listed below are dedicated to serving the City of Antioch.

Dennis Sheil will serve as the Construction/Project Manager. He will give his personal attention to each project and work with the City and the assigned project team to make sure all assigned projects meet the City's goals and expectations.

Rosario Romo will serve as the primary construction inspector with day-to-day contact with City staff. Working side by side with staff for the past five years Rosario has developed trusted working relationships with city staff and is considered to be a key component of many successful development projects in the City of Antioch.

Complete resumes listing relevant projects for each staff member can be found in **Appendix A**.

<p><b>DENNIS SHEIL</b> CONSTRUCTION/PROJECT MANAGER</p>  <p><b>Education:</b> Ph.D. Project Management, Los Angeles University MBA, University of Phoenix BS, Business Management, University of Phoenix AA, Construction Technology</p> <p><b>Years of Experience:</b> 44</p> <p><b>Certification:</b> LEED Green Associate; CAL OES Assessment Evaluator; Contract Construction Inspection</p> <p><b>References:</b> <b>City of Emeryville</b> Pedro Jimenez, Assistant City Manager City of Emeryville 510-596-3770 pjimenez@emeryville.org</p> <p><b>City of Piedmont</b> Daniel Gonzales, Public Works Director City of Piedmont (510) 420-3061 dgonzales@piedmontca.gov</p> <p><b>Dublin San Ramon Services District</b> Rudy Portugal, P.E., Associate Engineer Dublin San Ramon Services District (925) 875-2251 rportugal@dsrdsd.com</p>	<p><b>GEORGE HICKS, PE</b> SUPERVISING ENGINEER</p>  <p><b>Education:</b> B.S., Civil Engineering, California State University, Chico</p> <p><b>Years of Experience:</b> 38</p> <p><b>License:</b> Civil Engineer, CA 47391</p> <p><b>References:</b> <b>City of Benicia</b> Kyle Ochendusko, Public Works Director City of Benicia (707) 746-4200 kochendusko@ci.benicia.ca.us</p> <p><b>City of Fairfield</b> Michael Hether, P.E., Assistant Public Works Director-Utilities City of Fairfield mhether@fairfield.ca.gov</p> <p><b>Solano Irrigation District</b> Paul Fuchslin, P.E., Director of Engineering Solano Irrigation District 707-455-4020 pfuchslin@sidwater.org</p>
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**ROSARIO ROMO**  
CONSTRUCTION INSPECTOR



**Years of Experience:** 18  
**Certification:** OSHA's 10 hour  
Occupational, Safety, and Health  
Training  
Confined Space Entry Trained

**References:**

**City of Antioch**  
Scott Buentling, Interim Public Works Director/City Engineer  
City of Antioch, Capital Improvements Division  
(925) 779-7050  
sbuentling@ci.antioch.ca.us

**City of Benicia**  
Kyle Ochendusko, Public Works Director  
City of Benicia  
(707) 746-4200  
kochendusko@ci.benicia.ca.us

**City of Piedmont**  
Daniel Gonzales, Public Works Director  
City of Piedmont  
(510) 420-3061  
dgonzales@piedmont.ca.gov

**JAIME HERNANDEZ**  
CONSTRUCTION INSPECTOR



**Years of Experience:** 37  
**Certification:** OSHA's 20-hr  
Occupational, Safety and Health  
Training

Cathodic Protection on Gas Lines  
Energized Vault Safety

Pole Top & Confined Space Rescue / gas operations /  
handling, trainer distribution

**References:**

**City of Antioch**  
Scott Buentling, Interim Public Works Director/City Engineer  
City of Antioch, Capital Improvements Division  
(925) 779-7050  
sbuentling@ci.antioch.ca.us

**City of Benicia**  
Kyle Ochendusko, Public Works Director  
City of Benicia  
(707) 746-4200  
kochendusko@ci.benicia.ca.us

**City of Piedmont**  
Daniel Gonzales, Public Works Director  
City of Piedmont  
(510) 420-3061  
dgonzales@piedmont.ca.gov

**DAVID RASMUSSEN**  
CONSTRUCTION INSPECTOR



**Education:**  
AA Construction Inspection  
D2 Water Distribution Operator

**Years of Experience:** 26  
**Certification:** D2 Water Distribution  
Operator

**References:**

**City of Piedmont**  
Daniel Gonzales, Public Works Director  
City of Piedmont  
(510) 420-3061  
dgonzales@piedmont.ca.gov

**Solano Irrigation District**  
Paul Fuchslin, P.E., Director of Engineering  
Solano Irrigation District  
707-455-4020  
pfuchslin@sidwater.org

**City of Vallejo\***  
Earl Robinson, Water Distribution Superintendent  
707-333-0584  
Earl.Robinson@cityofvallejo.net  
\*Prior to joining Coastland | DCCM

**IBRAHIM MCHARO**  
CONSTRUCTION INSPECTOR



**Education:** MS, Mining Survey  
Engineering  
MS Geodetic Engineering  
Doctorate of Business Administration  
**Years of Experience:** 20

**Certification:** OSHA, HAZPOWER,  
CALAPACaltrans, Certified  
Acceptance Tester

**References:**

**City of Emeryville**  
Pedro Jimenez, Assistant City Manager  
City of Emeryville  
610-596-3770  
pjimenez@emeryville.org

**City of Piedmont**  
Daniel Gonzales, Public Works Director  
City of Piedmont  
(510) 420-3061  
dgonzales@piedmont.ca.gov

**Solano Irrigation District**  
Paul Fuchslin, P.E., Director of Engineering  
Solano Irrigation District  
707-455-4020  
pfuchslin@sidwater.org



# TIMELY MANNER

## AVAILABILITY

We are excited about the opportunity to continue serving Antioch and can begin providing Construction Management and inspection services immediately following contract execution. The staff we have proposed for upcoming Antioch projects all live within a half-hour or less from the City. Coastland | DCCM has four offices and offers a depth of construction staff including more than 20 construction management and inspection personnel. This robust staffing level and team-oriented culture allow us to utilize additional resources within the company as required to meet the daily construction needs of our clients. Therefore, redirecting one or more of our staff from their current work in the Piedmont/Emeryville area to Antioch is easily achievable by backfilling with other existing staff in the event additional coverage is required to meet Antioch's needs.

Coastland | DCCM has the appropriate level of resources to provide very prompt and flexible responses, while still maintaining a highly personal approach to serving our clients. Our team understands that construction is not a 9-to-5 job and we are available for night, weekend and overtime work as required to keep our clients' projects on-track.

## ACCESSIBILITY

Coastland | DCCM staff will meet regularly with City staff and remain accessible at all times. For the City's convenience, all services can be accessed by contacting one primary contact: Dennis Sheil. The City can be assured a prompt response to their inquiries.

## STAFFING STABILITY

Coastland | DCCM is well-founded and dependable. Having served public agencies exclusively for over 31 years from our Santa Rosa office, we understand the staffing requirements and flexibility required by cities and special districts. Our team continues to grow, we have expanded and improved our staffing and services to meet our clients' needs. We have long-term relationships with many of our clients, some stretching 30 years. Our record of repeat clients, combined with the growth of our staff, attests to the client confidence and staffing stability.

### COASTLAND | DCCM HAS SERVED THE FOLLOWING CLIENTS THROUGH ON-CALL CONTRACTS

- |                |                   |
|----------------|-------------------|
| • Alameda      | • American Canyon |
| • Antioch      | • Belmont         |
| • Berkeley     | • Berkeley        |
| • Calistoga    | • Clearlake       |
| • Cloverdale   | • Colfax          |
| • Corte Madera | • El Cerrito      |
| • Elk Grove    | • Emeryville      |
| • Fairfax      | • Fairfield       |
| • Galt         | • Gilroy          |
| • Lincoln*     | • Livermore       |
| • Marin County | • Mill Valley     |
| • Pacifica     | • Piedmont*       |
| • Pinole       | • Rancho Marineta |
| • Rohnert Park | • Santa Rosa      |
| • Sausalito    | • Sonoma County   |
| • St. Helena   | • Susan City      |
| • Tiburon      | • Ukiah           |
| • Vacaville    | • Wheatland*      |
| • Willows*     | • Windsor         |
| • Woodland     | • Yountville      |

\* Serving as contract City/District Engineer

## **COMMITMENT**

**Our team is committed to become an extension of City staff and be the City's representative in the field.** We will partner with the City and keep you informed regarding costs, changes, public relations, and construction progress. From the onset of a construction project, we will establish the lines of communication and foster good relationships with stakeholders. The City's key staff will be given daily updates regarding each project's progress and issues.

Coastland | DCCM places a high priority on ensuring we do not over-commit individuals, nor leave any need unmet. This will ensure timely completion of each project and responsiveness to City requests. **Rosario Romo has been providing similar services to Antioch since 2018. Rosario has sufficient time to continue providing inspection services to the City as an extension of City staff.**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Marcus Woodland, Acting Water Treatment Plant Superintendent

**APPROVED BY:** Scott Buenting, Acting Public Works Director/City Engineer <sup>CZ for SB</sup>

**SUBJECT:** Award of Agreement to Bartley Pump, PM LLC, DBA Pumpman Co. for On-Call Pump Repairs and Rebuilds

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding the agreement to Bartley Pump, PM LLC. DBA Pumpman Co. for a three (3) year term beginning July 1, 2024, through June 30, 2027, in the amount of \$300,000 with an option to extend the agreement two (2) additional years in the amount of \$200,000 for a five (5) year amount not to exceed \$500,000; and
2. Authorizing the Acting City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

**FISCAL IMPACT**

The FY 2024/25 Operating Budget includes funding in the amount of \$100,000 for On-Call Pump Repairs and Rebuilds for the first year of the agreement through the Water Enterprise Fund. Funding for the remaining four (4) years of the agreement in the amount of \$400,000 will be requested as part of the City's biennial budget process.

**DISCUSSION**

The City operates and maintains a water treatment plant and distribution system consisting of 15 pump stations with 54 motor and pump combinations throughout the City. All pumps have an effective service life and require specialized troubleshooting as well as complete rebuilds periodically. Without proper maintenance and replacement, the City cannot operate its water treatment and distribution system within its operational design, in a cost-effective manner, and maintain State compliance.

On May 15, 2024, Staff published the Request for Proposal through the local newspaper, builders exchanges, and City's website. On June 18, 2024, one (1) proposal was received from Bartley Pump, PM LLC, DBA Pumpman Co. Staff reviewed their proposal, and determined they can meet the needs of the City. Staff recommend acceptance of their

proposal to ensure that the treatment plant and distribution system continue to operate within its operational design in a cost-effective manner and maintain State compliance mandates.

**ATTACHMENTS**

- A. Resolution
  - Exhibit 1. Maintenance Service Agreement
- B. Proposal Score Card



**ATTACHMENT "A"**

**RESOLUTION NO. 2024/xxx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING AN AGREEMENT TO BARTLEY PUMP PM LLC, DBA PUMPMAN CO., FOR ON-CALL PUMP REPAIRS AND REBUILDS AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City operates and maintains a water treatment plant and distribution system consisting of 15 pump stations with 54 motor and pump combinations throughout the City;

**WHEREAS**, all pumps have an effective service life and require specialized troubleshooting as well as complete rebuilds periodically;

**WHEREAS**, without proper maintenance and replacement, the City cannot operate its treatment and distribution system within its operational design, in a cost-effective manner;

**WHEREAS**, on May 15, 2024, Staff published the Request for Proposal through the local newspaper, builders' exchanges, and City's website;

**WHEREAS**, on June 18, 2024, one (1) bid was received from Bartley Pump, PM LLC, DBA Pumpman Co., that was determined they can meet the needs of the City;

**WHEREAS**, Staff recommend acceptance of their proposal to ensure that the treatment plant and distribution system continue to operate within its operational design in a cost-effective manner and maintain State compliance mandates; and

**WHEREAS**, the City Council has considered awarding the agreement to Bartley Pump, PM LLC, DBA Pumpman Co., for a three (3) year term beginning July 1, 2024, through June 30, 2027, in the amount of \$300,000 with an option to extend two (2) additional years in the amount of \$200,000 for a five (5) year amount not to exceed \$500,000, and authorizing the Acting City Manager to execute the agreement.

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

1. Awards the agreement to Bartley Pump, PM LLC. DBA Pumpman Co. for a three (3) year term beginning July 1, 2024, through June 30, 2027, in the amount of \$300,000 with an option to extend the agreement two (2) additional years in the amount of \$200,000 for a five (5) year amount not to exceed \$500,000; and
2. Authorizes the Acting City Manager to execute the agreement in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2024/\*\***

August 13, 2024

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

# EXHIBIT "1"

## CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this **13th** day of **August, 2024**. ("**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 **Bartley Pump, PM, LLC. DBA Pumpman NorCal**, a PARTNERSHIP with its principal place of business at **4000 S. Moorland Ave Santa Rosa, CA, 95407** ("**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 Pump Repairs and Rebuilds** 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 Pump Repairs and Rebuilds, RFP 929-0619-24** 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 Pump Repairs and Rebuilds** maintenance services necessary for the Project ("**Services**"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 The term of this Agreement shall be from **July 1, 2024 to June 30, 2027 with an option to extend two (2) additional years from July 1, 2027 to June 30, 2029**, 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 **Marcus Woodland, Water Treatment Plant Supervisor**, or his 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 **Jason Smith, General Manager**, or his 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) 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) compensation shall not exceed **Three Hundred Thousand Dollars (\$300,000.00)** with an option to extend two (2) additional years in an amount not to exceed **Two Hundred Thousand Dollars (\$200,000.00)** for a total five (5) year contract amount not to exceed **Five Hundred Thousand Dollars (\$500,000.00)** 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:**

Bartley Pump, PM, LLC. DBA Pumpman NorCal  
Jason Smith  
4000 S. Moorland Ave  
Santa Rosa, CA 95407

**City:**

Marcus Woodland  
Water Treatment Plant  
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 BARTLEY PUMP, PM, LLC. DBA PUMPMAN NORCAL**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the **13<sup>th</sup>** day of **August**,  
**2024**.

**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

**Bartley Pump, PM, LLC. DBA Pumpman NorCal**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



## EXHIBIT "A"

### SCOPE OF SERVICES

#### **SPECIFICATIONS**

##### **Hours of Operation**

The Contractor shall have a representative available to meet with City of Antioch personnel 24/7. Contractors may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 a.m. and after 6:00 p.m., and further limited to 8:00 a.m. and 5:00 p.m. if within 300 feet of occupied dwellings.

##### **Payments & Invoicing**

Invoices must list the City issued purchase order number and be itemized as per the bid submittal worksheet including the location line-item numbers. Invoices shall include materials and markup price. Any City approved charges must be listed on the invoice separately. All information is to be provided in email format, and paper copy if directed so.

##### **Bonds**

The successful bidder shall be required to furnish a Performance Bond and a Payment Bond, both in the amount of **100%** of the Total Bid Price.

##### **Budget**

The City has budgeted approximately \$100,000.00 per contract year for this job.

##### **Contract Length & Effective Dates**

This contract will be effective **July 1, 2024 thru June 30, 2027**. It is anticipated that the contractor will work under a three-year Agreement with the City. Upon successful review, at the end of the three (3) years, the City may renew the Agreement for up to two years (2) **July 1, 2027 thru June 30, 2029**, additional years at the price quoted in this RFP.

##### **Contractor Note**

With request for payment each month, Contractor shall provide a list of duties completed and items not accomplished per contract. All information is to be provided in email format and hard copy if directed so. Contractor to be capable of responding to requests by both email and cell phone.

##### **Contractor Will Provide**

A safe and motivated crew capable of performing all work per specifications. After approval to start work the contractor is to supply the City representative with a work schedule that must include starting times, dates, and locations. Contractor is to keep the City informed of working locations so that the City representative can inspect the work throughout the process. At least one crew member must speak English. All labor, equipment, and materials are required to perform the work as specified in a safe and productive manner. Contractor will be responsible for onsite safety and quality control.

## **Customer Service & Quality Assurance**

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction, or discount at the contractor's expense. The judgement for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible bidder if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the City's authorized designee/s.

The City may use routine surveys of employee satisfaction with the pump repairs and rebuilds to gauge overall customer satisfaction.

## **Scope of Work**

The City of Antioch is looking to procure services to perform routine inspections, on call complete rebuilds and emergency repair services for potable and non-potable centrifugal booster pumps, turbine pumps and electric drive motors. The City operates and maintains a water treatment plant and distribution system consisting of 15 pump stations with 54 motor and pump combinations throughout the City. All repair work must use The National Standard 61 certification (NSF61) approved components and be performed to meet the American Water Works Association (AWWA) standards as well as regulatory compliance with drinking water regulations as outlined in CA Title 22.

The Antioch Water Treatment Plant is located at 401 Putnam St, Antioch, CA 94509. At the Antioch Water Treatment Plant there are 6 pump stations. There are 9 off-site pump stations as detailed below.

- Emergency response time should be within 12 hours.
- A reliable emergency contact available for calls during off hours must be established.
- Non-emergency response time shall be within 1 week of the call date.
- All rebuild and repair work should be expedited for minimal downtime.

Examples of services to be provided by the Contractor are listed below but not limited to:

- Provide labor and equipment to remove motors and pumps.
- Transport motors and pumps to repair shop.
- Disassemble motors and pumps for inspection.
- Clean all electrical and mechanical parts.
- Electrically test windings and record results and provide a report to City designee/s.
- Mic all mechanical fits and record readings.
- Inspect all pump components for repair or replacement.
- Submit detailed report with repair recommendations and pricing.
- Rebuild pumps.
- New pump installations.

[Site Locations on Next Page]

## **Site Locations and Descriptions**

### **1. Antioch Water Treatment Plant – 401 Putnam St**

- 1) Equalization Tank
  - 3 Turbine Pumps with 15 hp motor.
- 2) Reclaim Tank
  - 3 Turbine Pumps with 20 hp motor.
- 3) Zone 2A
  - 4 Turbine Pumps with 100 hp motor.
  - 1 Turbine Pump with 50 hp motor.
- 4) Brackish Feed Wet Well
  - 3 Turbine Pumps with 150 hp motor.
- 5) RO Booster Pumps
  - 8 Turbine Pumps with 150 hp motors.

### **2. New Lone Tree Pump Station – 4000 Lone Tree Way**

- 3 Gould Centrifugal Booster Pumps with 150 hp US Electric motors.

### **3. Old Lone Tree Pump Station – 4004 Lone Tree Way**

- 3 Gould Centrifugal Booster Pumps with 75 hp motors.

### **4. Canal West - 3960 Lone Tree Way (entrance on James Donlon Blvd between G St and S. Royal Links or Lone Tree Way)**

- 2 Turbine Pumps with 300 hp motors.
- 1 Turbine Pump with 150 hp motor.

### **5. Canal East – 3960 Lone Tree Way**

- 1 Turbine Pump with 300 hp motor.

### **6. Donlon Pump Station -2450 James Donlon Blvd**

- 4 Centrifugal Booster Pumps with 60 hp motors.

7. **Hillcrest Pump Station/MPP - 3700 Hillcrest Ave (directly after 3630 Hillcrest Ave when using Google Maps 3630 is much closer to location than 3700 as 3700 shows a mile past the site.)**
- 3 Centrifugal Booster Pumps with 50 hp motors.
  - 1 Centrifugal Booster Pumps with 30 hp motors.
8. **Sunset Pump Station – 3217 Sunset**
- 1 Centrifugal Booster Pumps with 40 hp WEG motors.
  - 2 Centrifugal Booster Pumps with 5 hp motors.
9. **Mira Vista Pump Station – 2547 Cambridge Dr**
- 2 Centrifugal Booster Pumps with 50 hp motors.
10. **Dallas Ranch Pump Station – 5001 Dallas Ranch Rd**
- 4 Centrifugal Booster Pumps with 125 hp motors.



**EXHIBIT "B"**

**SCHEDULE OF SERVICES**

**SERVICES ARE PERFORMED ON AN AS NEEDED BASIS**

**EXHIBIT "C"**  
**COMPENSATION**

**SEE EXHIBIT "A"**

## 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 appropriate to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Contractor's Pollution Legal Liability:**



\_\_\_\_ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

### **Cyber Liability Insurance**

\_\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

- ☒ Bid Bond
- ☒ Performance Bond
- \_\_\_\_ 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:

#### ☒ **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

\_\_\_ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

\_\_\_ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

\_\_\_ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

**Deductibles and Self-Insured Retentions ("SIR"):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Subcontractor agrees to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement and any other contract documents. Subcontractor further agrees to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work. A copy of the City indemnity and insurance provisions will be furnished to the subcontractor upon request.

**Verification of Coverage:**

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

**Special Risks or Circumstances**

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

**Failure to Comply:**

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Applicability of Coverage:**

Each insurance policy required above shall contain or be endorsed to contain that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## ATTACHMENT "B"

On Call Pump Repairs and Rebuilds  
RFP 929-0619-24  
Evaluation of Qualifications

<b>RATER 1</b>	<b>RATER 2</b>	<b>RATER 3</b>	<b>AVERAGE</b>	
<b>100 Points</b>	<b>100 Points</b>	<b>100 Points</b>	<b>100 Points</b>	
75	85	90	83.33	Bartley Pump LLC. DBA PumpMan

FIVE (5) YEAR TOTAL	\$9,720.00
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CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Cindy Gnos, Contract Planner *CG*  
Raney Planning & Management, Inc.

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

**SUBJECT:** East Lone Tree Specific Plan Project

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**RECOMMENDED ACTION**

The Planning Commission recommends that the City Council take the following actions:

1. Adopt the resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report (SEIR).
2. Adopt the resolution approving the East Lone Tree Specific Plan amendment.

**FISCAL IMPACT**

The East Lone Tree Specific Plan Amendment Project is fully funded by the City of Antioch's General Fund.

**DISCUSSION**

**Project Overview/Requested Approvals**

The City is proposing to modify the approval process for commercial development within the Regional Retail/Employment (CR/E) and Employment Retail (CE) designated parcels of the East Lone Tree Specific Plan (ELTSP). Specifically, to remove the required approval of a Planned Development (PD) rezone for future development projects within the CR/E and CE designated parcels of the ELTSP. If approved, future proposed plans within the CR/E and CE designated parcels would only require a Use Permit and Design Review approval by the City's Planning Commission. Necessary entitlements from the City of Antioch include the following:

1. *Environmental Review.* The proposed project would require the certification of the ELTSP Supplemental Environmental Impact Report (SEIR).
2. *Specific Plan Amendment.* The proposed project would require approval of an amendment to the ELTSP to remove the required approval of a PD rezone for future development projects within the CR/E and CE designated

parcels of the ELTSP. If approved, future proposed plans within the CR/E and CE designated parcels would only require a Use Permit and Design Review approval by the City's Planning Commission. The Use Permit and Design Review process shall be as outlined in Articles 26 and 27 of the Antioch Municipal Code.

The ELTSP Area is comprised of 785-acres on the eastern edge of Antioch, and is bounded by Lone Tree Way to the south, Empire Avenue and Neroly Road to the east, and the Contra Costa Canal to the north. The ELTSP allows for a mix of employment, commercial, residential uses, and public uses, as well as parks and open space, to be developed within the Specific Plan Area. The area that would be affected by the proposed project consists of four parcels totaling 87.82-acres, identified by Assessor's Parcel Numbers (APNs) 053-072-003, 053-072-025, 053-072-026, and 056-120-095, which are located in the eastern portion of the ELTSP Area.

The parcels that comprise the project site are zoned Specific Plan (S-P) and designated ELTSP Focus Area by the City's General Plan. According to the ELTSP, the majority of the project site is designated as a CR/E and a small portion of the site is designated CE.

#### Location Map





**East Lone Tree Specific Plan Area**

**Project Site**

**Undeveloped Land**

**Single-Family Residential**

**Commercial**

**Contra Costa Canal**

**Neroli Road**

**Lone Tree Way**

**Randall-Bold Water Treatment Plant**

**City of Oakley**

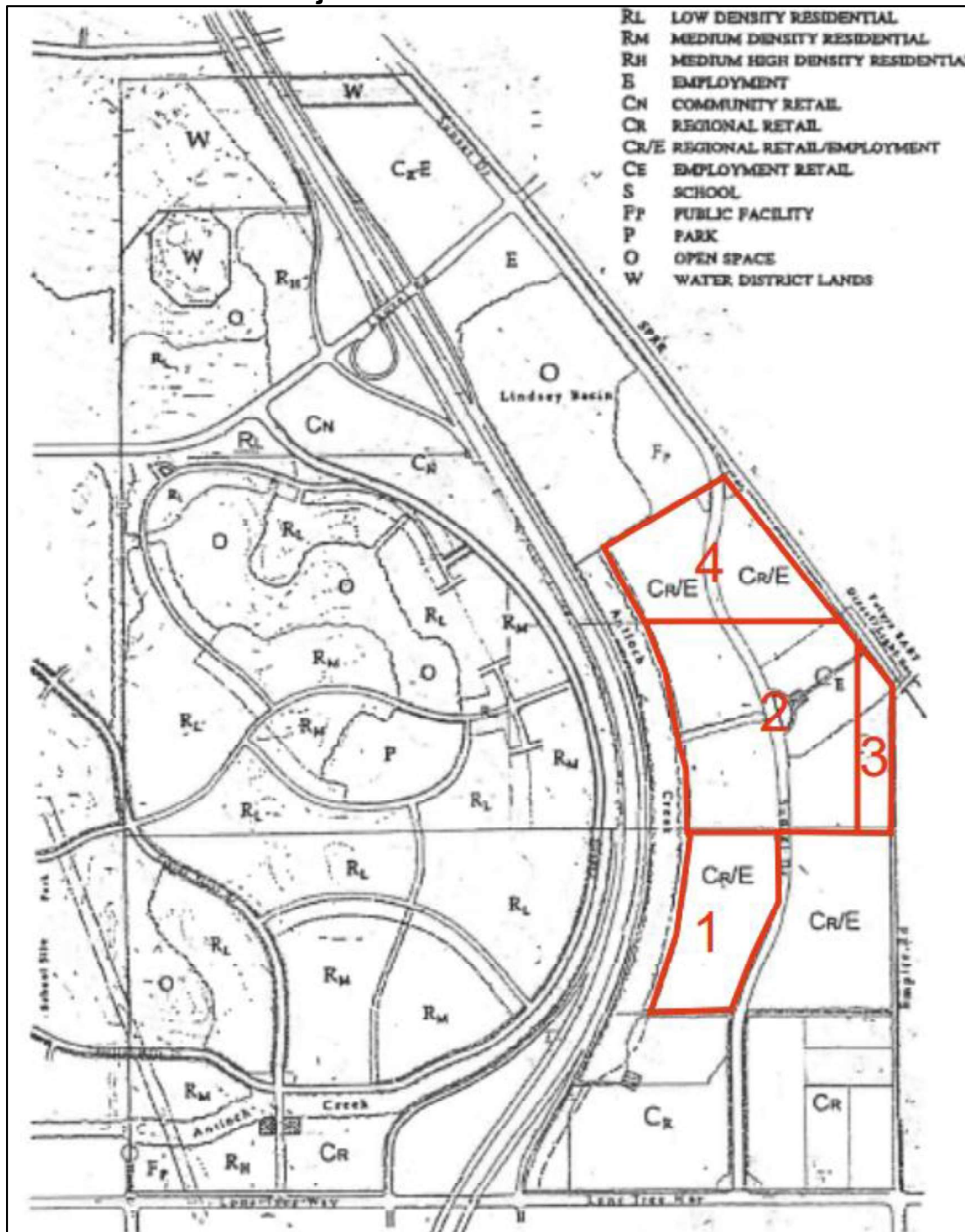
**City of Brentwood**

The ELTSP Environmental Impact Report (EIR), also known as the Future Urbanization Area #2 (FUA #2) Specific Plan EIR, was certified by the City of Antioch City Council in August 1995. The ELTSP designates the eastern portion of the site as primarily CR/E and a small portion of the site as CE. The General Plan anticipates this Focus Area to develop employment-generating uses, with the majority of the focus area developed with suburban-type business parks, incorporating major office complexes and light industrial uses, all developed in accordance with high development standards.

The purpose of the ELTSP is to be developed for employment generating uses, with the majority of the area developed with suburban-type business parks, incorporating major office complexes and light industrial uses. The proposed project consists of four parcels located within the eastern portion of the ELTSP Area. The CE retail district is intended for restaurants and service providers that the employment center would require to function. It also is intended to provide a sense of identity, vitality, and urbanity to what is otherwise a low, spread-out campus of largely internalized workplaces.

The CR site is reserved for regional retail use only, the CR/E sites may be developed for regional retail or employment. The design of this retail place is intended to create a human-scaled cluster of activity at the heart of the campus.

### Project Parcels within the ELTSP





### Environmental

As previously discussed, the ELTSP EIR, also known as the FUA #2 Specific Plan EIR, was previously certified by the City of Antioch City Council in August 1995. Given that the proposed project would likely necessitate minor changes to the overall analysis, a SEIR was prepared. A SEIR is required to evaluate only the changes in the project, changes in circumstances, or new information that led to the preparation of the further EIR.

Although the proposed project does not include any specific development proposals or new uses, approval of the proposed Specific Plan Amendment would allow future development of the project site with regional retail/employment uses. The completed SEIR analysis has assumed buildout of regional retail/employment uses for the four parcels to minimize future CEQA review for future commercial projects consistent with the CR/E and CE zones of the ELTSP. Additionally, the proposed project will be required to abide by the FAR outlined in the ELTSP.

### *Issue Areas*

The SEIR evaluated the changes in the project, changes in circumstances, or new information that led to the preparation of the further EIR. Therefore, the focus of the SEIR will be on the potential new or substantially more severe significant impacts caused by such changes that were not evaluated in the prior EIR. Since the approval of the 1995 ELTSP EIR, CEQA Guidelines have been amended. For example, lead agencies must now analyze greenhouse gas (GHG) emissions and energy of proposed projects, and the metric used for measuring transportation impacts is now vehicle miles traveled (VMT). The aforementioned changes to the CEQA Guidelines represent a change in circumstances since the certification of the ELTSP EIR. In addition, the potential exists for species not identified in the 1995 ELTSP EIR to now be present within the project site, which would represent new information leading to the preparation of a further EIR. Accordingly, the SEIR addresses Biological Resources, GHG Emissions and Energy, and Transportation.

With the exception of Biological Resources, GHG Emissions and Energy, and Transportation, the remaining chapters of the 1995 ELTSP EIR remain applicable and the associated mitigation measures are still required. The SEIR identified mitigation measures, if necessary, to reduce all impacts to a less-than-significant level.

### *Final SEIR and Response to Comments*

A SEIR was prepared for this project in accordance with CEQA. A Notice of Availability (NOA) of the Draft EIR was distributed and the SEIR was sent to the State Clearinghouse for distribution on January 11, 2024, for the 45-day public review period. The Draft SEIR was published on the City's website at: <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents>.

A Final SEIR, which includes responses to comments and errors, has also been prepared and is located on the City's website at the link above.



Findings of fact for the SEIR and a Mitigation Monitoring and Reporting Program has been prepared and are included in the Resolution certifying the SEIR (see Attachment A).

### **ANALYSIS**

Currently, the majority of the project site is undeveloped, consisting primarily of non-native vegetation. However, a portion of APN 053-072-003 is currently developed with a single-family residence and associated outbuildings. Surrounding existing land uses include single-family residences to the east and west, commercial uses to the south and southeast, and the Randall-Bold Water Treatment Plant and undeveloped lands to the north. In addition, the City of Oakley borders the project site to the east, the City of Brentwood borders the site to the southeast, and the East Antioch Creek borders the site to the west.

#### **Proposed Specific Plan Amendment**

The City is proposing to modify the approval process for commercial development within the CR/E and CE designated parcels of the ELTSP Area. Currently, as outlined in Section 9 of the ELTSP, all development within the ELTSP Area requires approval of a PD Rezone by City Council. The current process requires the submittal of a preliminary development plan application for review before the Planning Commission and City Council prior to submitting for entitlements. The City is proposing to amend Article 3 and Article 9 of the ELTSP to no longer require approval of a PD rezone and instead only require a Use Permit and Design Review approval by the City's Planning Commission for commercial development within the CR/E and CE designated parcels of the Specific Plan (see Attachment B, Exhibit 1). The goal of the modification is to streamline commercial development and minimize the need for further California Environmental Quality Act (CEQA) review. The current approval process requires two separate application submittals and a minimum of four public hearings before an entitlement could be approved. The proposed approval process will require one application submittal and one public hearing. All proposed developments within the four identified parcels of the ELTSP would comply with the procedures set forth in Article 26 and 27 of the Antioch Municipal Code. Each new development would need to comply with the land use provisions, design standards, and other elements of this Specific Plan. In addition, each application would be reviewed under CEQA to determine whether additional analysis would be required.

The Specific Plan Amendment does not modify any of the allowed uses or intensity of development of the ELTSP. It should be noted that while the proposed amendment would affect the entirety of the ELTSP, the amendment would only be applicable to the four parcels comprising the project site, as the remaining CR/E and CE designated parcels located within the Specific Plan Area have either already been developed or have site constraints that would prevent development from occurring.

In addition to the process changes, two additional development criteria are proposed to ensure that new development is developed as a regional center in the case of the CR designation and an employment retail district with a campus design in the case of the CE designation. The first is limiting the number of drive-throughs to two at each existing site. This will limit the total number of drive-throughs to eight for the entire remaining

undeveloped parcels. Secondly, automotive uses, including gas stations are not allowed, with the exception of regional auto dealerships. Limiting automotive oriented uses will help create regional centers and human-scaled activity clusters in the CR and CE areas, respectively, consistent with the intent of the ELTSP.

The amendments also include a required statement to comply with the City's National Pollutant Discharge Elimination System (NPDES) Permit. Under the NPDES permit, all Specific Plans and Specific Plan updates must include a statement regarding the construction of green infrastructure as part of development through the specific plan. This statement has been added to Section 9.2 Development Entitlement Process.

### **PLANNING COMMISSION ACTION**

On July 17th, 2024, the Antioch Planning Commission held a public hearing regarding the proposed project. Upon close of the public hearing, the Antioch Planning Commission recommend City Council approval of all of the requested entitlements.

At the close of the meeting, Planning Commission voted to approve the following resolutions:

1. Adopted the resolution recommending the City Council certify the ELTSP SEIR.
2. Adopt the resolution recommending the City Council approve the ELTSP amendment.

### **Public Comments at Planning Commission**

During the Planning Commission meeting held on July 17, 2024, the Planning Commission asked staff clarification on what a SEIR is and its purpose, as well as, does staff know how many developers have decided to not develop this area due to the current entitlement requirements. Members of the public spoke and provided comments related to what level of environmental review would be needed for future development if the proposed project was approved and to concerns related to developing currently undeveloped areas used as habitat. After discussion, the Antioch Planning Commission unanimously voted to recommend the City Council approve all requested entitlements.

### **CONCLUSION**

As presented in this staff report, the proposed project is consistent with the intent of the ELTSP, as well as with City standards and guidelines. Therefore, the Planning Commission recommends that the City Council take the following actions:

1. Adopt the resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report (SEIR).
2. Adopt the resolution approving the East Lone Tree Specific Plan amendment.

**ATTACHMENTS**

- A. Resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report
  - Exhibit A – Mitigation Monitoring and Reporting Program
- B. Resolution adopting the East Lone Tree Specific Plan Amendment
  - Exhibit A - Proposed East Lone Tree Specific Plan Text Amendments

## **ATTACHMENT “A”**

### **RESOLUTION NO. 2024/\*\***

#### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CERTIFYING THE SUPPLEMENTAL ENVIRONMENTAL IMPACT REPORT FOR THE EAST LONE TREE SPECIFIC PLAN PROJECT AS ADEQUATE FOR ADDRESSING THE ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT AND ADOPTING CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS, MITIGATION MEASURES AND A MITIGATION MONITORING AND REPORTING PROGRAM**

**WHEREAS**, the City of Antioch (“City”) is proposing to approve a Specific Plan Amendment, which would be a text amendment known as the East Lone Tree Specific Plan Project (“Project”), to modify the approval process for commercial development within the four Regional Retail/Employment (CR/E) and Employment Retail (CE) designated parcels of the East Lone Tree Specific Plan (ELTSP) Area;

**WHEREAS**, the project site consists of an 87.82-acre site located in the eastern portion of the ELTSP Area on the eastern edge of the City of Antioch, California. The project site is bordered by the City of Oakley city limit to the east, the City of Brentwood city limit to the southeast, and the East Antioch Creek to the west. The site is identified by Assessor’s Parcel Numbers (APNs) 053-072-003, 053-072-025, 053-072-026, and 056-120-095. The parcels that comprise the project site are zoned Specific Plan (S-P) and are designated ELTSP Focus Area by the City’s General Plan. The majority of the project site is designated as CR/E, and a small portion of the site is designated CE;

**WHEREAS**, the Project would modify the approval process for commercial development within the four CR/E and CE designated parcels of the ELTSP Area. The City is proposing to no longer require approval of a Planned Development (PD) Rezone, and would instead only require a Use Permit and Design Review approval by the City’s Planning Commission for commercial development within the CR/E and CE designated parcels of the Specific Plan. The Project would not involve specific development proposals at this time, and the Project would streamline future commercial development and minimize the need for further review under the California Environmental Quality Act (“CEQA”). The Project would also include an amendment to the ELTSP to require private Green Infrastructure facilities to be built as a result of the development of parcels;

**WHEREAS**, the City, as lead agency under CEQA, has completed the Final Supplemental Environmental Impact Report (“Final SEIR” or “SEIR”) for the Project;

**WHEREAS**, the City has determined that an SEIR to the ELTSP EIR is the appropriate CEQA document, given that only minor changes to the overall analysis contained in the ELTSP EIR were needed. All analysis and mitigation measures from the ELTSP EIR remain applicable to the Project, unless otherwise stated in the SEIR;

**WHEREAS**, this document contains the City’s certification of the SEIR and its CEQA findings supporting approval of the Project considered in the SEIR. The Final SEIR has State Clearinghouse No. 1993111069;

**WHEREAS**, a Draft Supplemental Environmental Impact Report (“Draft SEIR”) was released for a 45-day public and agency review on January 11, 2024. The Draft SEIR assesses the potential environmental effects of implementation of the Project, identifies means to eliminate or reduce potential adverse impacts, and evaluates a reasonable range of alternatives to the Project;

**WHEREAS**, the Final SEIR comprises the Draft SEIR together with one additional volume that includes the comments on the Draft SEIR submitted by interested public agencies and organizations; written responses to the environmental issues raised in those comments; revisions to the text of the Draft SEIR reflecting changes made in response to comments and other information; and a Mitigation Monitoring and Reporting Program. The Final SEIR is hereby incorporated in this document by reference and available on the City’s website at: <https://www.antiochca.gov/community-development-department/planning-division/environmental-documents>.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED**, as follows:

### **CERTIFICATION OF THE FINAL SEIR**

The City Council of the City of Antioch (the “City Council”) certifies that it has been presented with the Final SEIR and that it has reviewed and considered the information contained in the Final SEIR prior to making the following findings.

Pursuant to CEQA Guidelines Section 15090 (Title 14 of the California Code of Regulations, Section 15090) the City Council certifies that the Final SEIR has been completed in compliance with CEQA and the State CEQA Guidelines. The City Council certifies the Final SEIR for the Project as described above.

The City Council further certifies that the Final SEIR reflects its independent judgment and analysis.

### **FINDINGS**

Having received, reviewed, and considered the Final SEIR and other information in the record of proceedings, the City Council hereby adopts the following findings in compliance with CEQA and the CEQA Guidelines:

Part A: Findings regarding the environmental review process and the contents of the Final SEIR.

Part B: Findings regarding the significant environmental impacts of the Project and the mitigation measures for those impacts identified in the Final SEIR and adopted within the Mitigation Monitoring and Reporting Program, as well as the reasons that some potential mitigation measures are rejected.

Part C: Findings regarding the reasonableness of the range of alternatives evaluated in the Final SEIR.



The City Council certifies that these findings are based on full appraisal of all viewpoints, including all comments received up to the date of adoption of these findings, concerning the environmental issues identified and discussed in the Final SEIR. The City Council adopts the findings in Parts A, B, and C for the Project.

In addition to the findings regarding environmental impacts and mitigation measures, Part D, below, identifies the custodian and location of the record of proceedings, as required by CEQA.

Part E describes the Mitigation Monitoring and Reporting Program for the Project. As described in Part E, the City Council hereby adopts the Mitigation Monitoring and Reporting Program as set forth in Exhibit A.1 to these findings.

### **Part A. Environmental Review Process**

#### **Preparation of the SEIR**

The City completed the Draft SEIR for the Project and, beginning on January 11, 2024, the City made the Draft SEIR available for review and comment. A Notice of Availability was published and the period for receipt of comments on the Draft SEIR remained open for 45 days. Copies of the Draft SEIR document were made available at the City of Antioch Community Development Department, located at Third and “H” Streets, Antioch, and on the City’s website at: [www.ci.antioch.ca.us](http://www.ci.antioch.ca.us). During the comment period, the City received two comment letters from public agencies and two comments from groups.

The Final SEIR was completed and available to commenting public agencies on or before July 3, 2024.

The Final SEIR contains all of the comments received during the public comment period, together with written responses to significant environmental issues raised in those comments, which were prepared in accordance with CEQA and the CEQA Guidelines.

The City Council finds and determines that the Final SEIR provides adequate, good faith, and reasoned responses to all comments raising significant environmental issues.

#### **Absence of Significant New Information**

CEQA Guidelines Section 15088.5 requires that a lead agency recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of a Draft EIR, but before certification of the Final EIR. New information added to an EIR is not “significant” unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect that the project proponent declines to implement. Recirculation is not required where the new information added to the EIR merely clarifies or amplifies or makes

insignificant modifications in an adequate EIR. The Guidelines provide examples of significant new information under this standard, which include the following:

1. A new significant environmental impact that would result from the Project (or any alternative) or from a new mitigation measure proposed to be implemented.
2. A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
3. A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the significant environmental impacts of the Project (or an alternative), but the Project's proponents decline to adopt it.
4. The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

Having reviewed all the information in the record, the City Council finds that significant new information has not been added to the Final SEIR since public notice was given of the availability of the Draft SEIR. New or substantial changes to the Draft SEIR were not proposed as a result of the public comment process. The Final SEIR responds to comments and makes only minor technical changes, clarifications or additions to the Draft SEIR. The minor changes, clarifications, or additions to the Draft SEIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts, and do not include any new mitigation measures that would have a potentially significant impact. Therefore, the City Council finds that recirculation of the SEIR is not required.

### **Differences of Opinion Regarding the Impacts of the Project**

In making its determination to certify the Final SEIR and to approve the Project, the City Council recognizes that a range of technical and scientific opinion exists with respect to certain environmental issues. The City Council acknowledges that it has acquired an understanding of the range of this technical and scientific opinion by its review of the Draft SEIR, the comments received on the Draft SEIR and the responses to those comments in the Final SEIR, as well as testimony, letters, and reports regarding the Final SEIR and its own experience and expertise in these environmental issues. The City Council acknowledges that it has reviewed and considered, as a whole, the evidence and analysis presented in the Draft SEIR, the evidence and analysis presented in the comments on the Draft SEIR, the evidence and analysis presented in the Final SEIR, the information submitted on the Final SEIR, and the reports prepared by the experts who prepared the SEIR, by the City's consultants, and by staff, addressing those comments. The City Council acknowledges that it has gained a comprehensive and well-rounded understanding of the environmental issues presented by the Project. The City Council

acknowledges that in turn, this understanding has enabled the City Council to make its decisions after weighing and considering the various viewpoints on these important issues. The City Council accordingly certifies that its findings are based on full appraisal of all of the evidence contained in the Final SEIR, as well as the evidence and other information in the record addressing the Final SEIR.

### **Part B. Impacts and Mitigation Measures**

The City Council acknowledges that these findings provide the written analysis and conclusions of the City Council regarding the environmental impacts of the Project and the mitigation measures identified by the Final SEIR and adopted by the City Council within the Mitigation Monitoring and Reporting Program. It should be noted that the Mitigation Monitoring and Reporting Program adopted for the Project also includes the mitigation measures from the ELTSP EIR, in addition to the new mitigation measures from the SEIR identified below.

#### **1. Significant or Potentially Significant Impacts Mitigated to a Less-Than-Significant Level.**

The following significant and potentially significant environmental impacts of the Project, including cumulative impacts, are being mitigated to a less-than-significant level and are set out below. Pursuant to Section 21081(a)(1) of CEQA and Section 15091(a)(1) of the CEQA Guidelines, as to each such impact, the City Council, based on the evidence in the record before it, finds that changes or alterations incorporated into the Project by means of conditions or otherwise, mitigate, avoid or substantially lessen these significant or potentially significant environmental impacts of the Project to a less-than-significant level. The basis for the finding for each identified impact is set forth below.

#### **Biological Resources**

Impact 4.1-1                      Have a substantial adverse effect, either directly or through habitat modifications, on special-status plant species.

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

4.1-1                      *Prior to the initiation of any future ground-disturbing activities on the project site, the project applicant shall retain a qualified biologist to conduct a planning-level special-status plant survey during the appropriate season to identify the species. Project construction shall not be initiated until the special-status plant survey is completed and mitigation is implemented, if necessary and required prior to starting construction.*

*A special-status plant survey report that includes the methods used, survey participants, and associated findings shall be prepared and*

*submitted to the City no more than 30 days following the completion of the final site visit conducted as part of the survey. A record of any special-status plant species identified within the project site during the preconstruction surveys shall be submitted to the CNDDb. If new special-status plant populations are not found on the site during the appropriately timed surveys, additional mitigation is not required. If construction is not started within two years after the special-status plant survey is completed, the City may require additional special-status plant surveys.*

*If special-status plants are observed on the site during the survey, the populations shall be avoided to the maximum degree possible during project development, and a Mitigation and Monitoring Plan shall be prepared detailing the measures to be implemented to avoid the plant population. Measures shall include, but not be limited to, establishment of appropriate buffers during construction, fencing of the population prior to and during construction, and regular monitoring of the preserved population by a biologist during and after construction activities. The Mitigation and Monitoring Plan shall be implemented prior to the initiation of project grading. If the plant populations cannot be avoided, the applicant shall hire a qualified biologist to prepare a seed collection and replanting plan in coordination with the City of Antioch to reduce impacts to the identified special-status plant populations, subject to review and approval by the City of Antioch Community Development Department.*

Finding: Implementation of Mitigation Measure 4.1-1 would reduce potential impacts to special-status wildlife species to a less-than-significant level by requiring a planning-level special-status plant survey during the appropriate season to identify the species, which would ensure that special-status plant populations are avoided to the maximum extent possible. If the plant population cannot be avoided, the applicant would be required to hire a qualified biologist to prepare a seed collection and replanting plan in coordination with the City of Antioch.

Impact 4.1-2            Have a substantial adverse effect, either directly or through habitat modifications, on special-status wildlife species.

Mitigation Measures: The following mitigation measures have been adopted to address this impact:

*American Badger*

4.1-2(a)            *The project applicant shall retain a qualified biologist to conduct a preconstruction survey to determine the presence or absence of badgers no more than seven days prior to the initiation of any future*

*ground-disturbing activities on the project site. If badgers are not identified, further mitigation is not required. If an active badger den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction-free buffer of up to 300 feet around the badger den. Once the biologist has determined that the badger has vacated the burrow, the burrow can be collapsed or excavated, and ground disturbance can proceed. Should the burrow be determined to be a natal or reproductive den, and because badgers are known to use multiple burrows in a breeding burrow complex, a biological monitor shall be present on-site during construction activities in the vicinity of the burrows to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the badger young are of an independent age and construction activities would not harm individual badgers. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.*

**San Joaquin Kit Fox**

**4.1-2(b)** *A qualified biologist shall conduct preconstruction surveys no more than 14 days prior to site grading to determine the presence or absence of kit fox. If kit fox is not identified during the surveys, further mitigation is not required. If an active kit fox den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction free buffer of up to 300 feet around the San Joaquin kit fox den. Once the biologist has determined that the San Joaquin kit fox has vacated the den, the den can be collapsed or excavated, and ground disturbance can proceed. Should the den be determined to be a natal or reproductive den, a biological monitor shall be present on-site during construction activities in the vicinity of the dens to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the young are of an independent age and construction activities would not harm individual San Joaquin kit fox. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.*

**Swainson's Hawk**

**4.1-2(c)** *Prior to the initiation of any future ground-disturbing activities on the project site that occur during the nesting season (March 15<sup>th</sup> to September 15<sup>th</sup>) within a half-mile of a potential nest tree, a qualified biologist shall conduct preconstruction surveys within the*



*construction zones and adjacent lands to identify any nesting pairs of Swainson's hawks within 14 days prior to the onset of ground disturbance. Preconstruction surveys are not required for construction activities located farther than a half-mile from a potential nest tree. Surveys shall follow the protocol in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000), including the survey period lengths identified therein. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.*

*If active nests are not found during preconstruction surveys, further mitigation is not necessary. If any active nests are discovered in or near proposed construction zones, the qualified biologist shall establish a suitable construction-free buffer around the active nest site. The buffer shall be identified on the ground with flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged.*

**Western Burrowing Owl**

**4.1-2(d)** *Prior to the initiation of any future ground-disturbing activities on the project site, a preconstruction survey for burrowing owls shall be conducted. The CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012) states that take avoidance (preconstruction) surveys shall be conducted within 14 days prior to ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses between project activities trigger subsequent take avoidance surveys, including, but not limited to, a final survey conducted within 24 hours prior to ground disturbance to ensure absence of the species. Surveys shall ensure 100 percent visual coverage. The results of the survey shall be submitted to the City of Antioch Community Development Department.*

*If burrowing owls or fresh sign of burrowing owls are not observed during preconstruction surveys, further mitigation is not required and construction may proceed. If burrowing owls or their recent sign are detected on the site, occupied burrows shall be identified by the monitoring biologist and a construction-free buffer shall be established as determined by a qualified biologist and maintained until the qualified biologist has determined the burrowing owl has abandoned the burrow.*

**White-tailed Kite and Other Nesting Birds and Raptors**

**4.1-2(e)** *Prior to the initiation of any future ground-disturbing activities or tree removal on-site during the breeding season (typically between*

*February 1<sup>st</sup> and August 31<sup>st</sup>), the project applicant shall retain a qualified biologist to conduct preconstruction migratory bird and raptor nesting surveys within 14 days prior to the onset of ground disturbance. The nesting migratory bird surveys shall cover the project site and the raptor nesting surveys shall encompass the site and lands within 250 feet of the site, where accessible. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If nesting migratory birds or raptors are not identified during the surveys, further mitigation is not required.*

*If nesting migratory birds or raptors are identified during the surveys, an appropriate construction-free buffer shall be established. The actual size of the buffer, which would be determined by the qualified biologist, will depend on the species, topography, and type of activity that would occur in the vicinity of the nest. The project buffer shall be monitored periodically by the qualified biologist to ensure compliance. Construction or earth-moving activity shall not occur within the established buffer until determined by a qualified biologist that the young have fledged.*

Finding: Implementation of Mitigation Measures 4.1-2(a) through 4.1-2(e) would reduce potential impacts to special-status wildlife species to a less-than-significant level by requiring completion of preconstruction surveys and implementation of appropriate avoidance measures.

Impact 4.1-5            Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

Mitigation Measures: The following mitigation measure has been adopted to address this impact:

4.1-5            *Prior to any tree removal, an arborist report shall be prepared by a certified arborist and submitted to the City of Antioch Community Development Department for review and approval. In conjunction with submittal of the arborist report, a site plan showing all trees proposed for removal shall be submitted. All trees that are legally removed as part of the proposed project shall be replaced according to the following schedule, to the satisfaction of the City of Antioch Community Development Department:*

- 1. Each established tree: two 24-inch box trees.*
- 2. Each mature tree: two 48-inch box trees.*

*The locations and sizes of the replacement trees shall be clearly shown on the final landscape plans, which shall be submitted to the City of Antioch Community Development Department for review and approval prior to building permit issuance for any future development within the project site.*

Finding: Implementation of Mitigation Measure 4.1-5 would reduce impacts related to conflicting with a tree preservation policy to a less-than-significant level by ensuring that all trees that are determined to meet the tree criteria established in Section 9-5.1205 of the City's Municipal Code that are removed due to project buildout would be replaced appropriately.

Impact 4.2-2                      Generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

Mitigation Measure: The following mitigation measure has been adopted to address this impact:

4.2-2                      *The following requirements shall be noted on all future project improvement plans, subject to review and approval by the City of Antioch Community Development Department:*

- *Consistent with the BAAQMD's Buildings standard a., natural gas shall be prohibited in any structures proposed within the project site.*
- *Consistent with the BAAQMD's Transportation criterion b., future development on the project site shall be constructed to include electric vehicle (EV) parking spaces consistent with the most recently adopted CALGreen Code Tier 2 off-street EV requirements.*

Finding: Implementation of Mitigation Measure 4.2-2 would reduce impacts associated with conflicts with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs to a to a less-than-cumulatively considerable level by requiring the Project to be consistent with the Bay Area Air Quality Management District's (BAAQMD's) Building standard of prohibiting natural gas and Transportation criterion of requiring future development to include EV parking spaces, consistent with the most recently adopted California Green Building Standards (CALGreen) Code Tier 2 off-street EV requirements.

Impact 4.3-1                      Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.

Mitigation Measure: The following mitigation measure has been adopted to address this impact:

**4.3-1** *Prior to the issuance of any grading and/or building permits for any CR/E or CE designated site within the ELTSP area, the project applicant that is proposing to develop a CR/E or CE designated site shall submit a construction management plan for the applicable site, subject to review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:*

- *Project staging plan to maximize on-site storage of materials and equipment;*
- *A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes;*
- *Permitted construction hours;*
- *Location of construction staging;*
- *Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and*
- *Provisions for street sweeping to remove construction related debris on public streets.*

Finding: Implementation of Mitigation Measure 4.3-1 would require preparation of a construction management plan for development of any CR/E or CE designated site within the ELTSP area. Thus, impacts associated with conflicts with a program, plan, ordinance, or policy addressing the circulation system during construction activities would be reduced to a to a less-than-significant level.

The City Council acknowledges that in making these findings, the City Council has considered the opinions of other agencies and members of the public, including opinions that disagree with some of the analysis and significance thresholds used in the SEIR. The City Council finds that the determination of significance thresholds is a judgment within the discretion of the City Council; the significance thresholds used in the SEIR are supported by substantial evidence in the record, including the expert opinion of the SEIR preparers and City staff; and the significance thresholds used in the SEIR provide reasonable and appropriate means of assessing the significance of the adverse environmental effects of the Project.

In particular, the SEIR relied on significance criteria for evaluating impacts that are tailored to this type of project. The criteria used in this SEIR to determine whether an impact is or is not “significant” are based on (a) CEQA-stipulated “mandatory findings of significance” listed in CEQA Guidelines section 15065; (b) the relationship of the Project

effect to the adopted policies, ordinances and standards of the City and of responsible agencies; and (c) commonly accepted practice and the professional judgment of the SEIR authors and City staff.

A full explanation of the environmental findings and conclusions can be found in the Final SEIR and these findings hereby incorporate by reference the discussion and analysis in the Final SEIR supporting the Final SEIR's determinations regarding the Project's impacts and mitigation measures designed to address those impacts. In making these findings, the City Council ratifies, adopts, and incorporates the analysis and explanation in the Final SEIR, and ratifies, adopts, and incorporates in these findings the determinations and conclusions of the Final SEIR relating to environmental impacts and mitigation measures, except to the extent any such determinations and conclusions are specifically and expressly modified by these findings.

The City Council adopts, and incorporates as conditions of approval of the Project, the mitigation measures set forth in the Mitigation Monitoring and Reporting Program attached to these findings as Exhibit A.1 to reduce or avoid the potentially significant and significant impacts of the Project. The City Council acknowledges that in adopting these mitigation measures, the City Council intends to adopt each of the mitigation measures recommended for approval by the Final SEIR. Accordingly, in the event a mitigation measure recommended in the Final SEIR has inadvertently been omitted from Exhibit A.1, such mitigation measure is hereby adopted and incorporated in the findings below by reference. In addition, in the event the language describing a mitigation measure set forth in Exhibit A.1 fails to accurately reflect the mitigation measures in the Final SEIR due to a clerical error, the language of the mitigation measure as set forth in the Final SEIR shall control, unless the language of the mitigation measure has been specifically and expressly modified by these findings.

The City Council hereby finds that the adopted mitigation measures are changes or alterations that have been required in, or incorporated into, the Project which reduce or avoid significant effects on the environment to the maximum extent feasible.

### **Part C. Alternatives**

#### **Summary of Discussion of Alternatives in the Final SEIR**

The Draft SEIR evaluates two potential alternatives to the Project. The Draft SEIR examines the environmental impacts of each alternative in comparison with the Project and the relative ability of each alternative to satisfy Project objectives.

#### **Findings Relating to Alternatives**

In making these findings, the City Council certifies that it has independently reviewed and considered the information on alternatives provided in the Final SEIR, including the information provided in comments on the Draft SEIR and the responses to those comments in the Final SEIR. The Draft SEIR's discussion and analysis of these



alternatives is not repeated in these findings, but the discussion and analysis of the alternatives in the Draft SEIR is incorporated in these findings by reference.

The Draft SEIR describes and evaluates in detail two alternatives to the Project. The City Council acknowledges that the reasons for the City Council's decision to approve the Project instead of the remaining alternatives are presented below. The City Council finds that the Project would satisfy the Project Objectives, and the remaining alternatives are unable to satisfy the Project objectives to the same degree as the Project. The City Council further finds that, on balance, none of the remaining alternatives has environmental advantages over the Project that are sufficiently great to justify approval of such an alternative instead of the Project, in light of each such alternative's inability to satisfy the Project objectives to the same degree as the Project. Accordingly, the City Council determines to approve the Project instead of approving one of the remaining alternatives.

### **Description of Project Objectives**

The Project objectives are the following:

1. Facilitate economic development within the City of Antioch.
2. Facilitate commercial development in order to increase employment opportunities within Antioch.
3. Encourage a land use mix in Antioch that supports an economically vibrant and high amenity community.
4. Streamline future commercial project approvals consistent with the ELTSP.
5. Minimize future CEQA review for commercial projects consistent with the ELTSP.

### **Discussion and Findings Relating to the Alternatives Evaluated in the Draft SEIR**

Chapter 6 of the Draft SEIR evaluates the following two alternatives, which are summarized below:

- No Project (No Build) Alternative; and
- 100 Percent Employment Alternative.

#### **No Project (No Build) Alternative.**

Under CEQA, a "no-project alternative" compares the impacts of proceeding with a proposed project with the impacts of not proceeding with the proposed project. A no-project alternative describes the existing environmental conditions, along with a discussion of what would be reasonably expected to occur at the site in the foreseeable

future, based on current plans and consistent with available infrastructure and community services.

In the case of the proposed project, the No Project Alternative could be analyzed under two different scenarios: the No Project (No Build) Alternative and the No Project (Buildout Pursuant to Existing ELTSP) Alternative. The No Project (Buildout Pursuant to Existing ELTSP) Alternative would still allow for regional retail and/or employment uses to be developed on the project site, which would result in identical impacts as the proposed project. The No Project (No Build) Alternative would result in the continuation of the existing conditions of the project site, which is currently undeveloped, consisting primarily of non-native vegetation, with the exception of APN 053-072-003, which is partially developed with a single-family residence and associated outbuildings. Because implementation of the No Project (No Build) Alternative would result in the site remaining under current conditions, physical environmental impacts associated with the proposed project would not occur. Therefore, implementation of the No Project (No Build) Alternative would result in fewer overall impacts compared to that of the Project. However, the City's General Plan identifies the site as an area suitable for development; as such, the No Project (No Build) Alternative would not fulfill the stated aims of the City's General Plan. In addition, the alternative would not fulfill any of the project's objectives.

On balance, the environmental benefits that might be achieved with the No Project (No Build) Alternative are outweighed by the failure to achieve any of the Project objectives, and the City Council rejects this alternative.

100 Percent Employment Alternative.

The 100 Percent Employment Alternative would modify the approval process for commercial development within the CR/E and CE designated parcels of the ELTSP Area to no longer require approval of a PD Rezone, and would instead only require a Use Permit and Design Review approval by the City's Planning Commission for commercial development within the CR/E and CE designated parcels of the ELTSP Area. The approval process modification would still require approval of a Specific Plan Amendment. However, whereas the proposed project would allow for a mix of regional retail and employment uses within the project site, the 100 Percent Employment Alternative would consist of buildout of the project site with entirely employment uses. As such, the Alternative would develop a total of 1,530,176 square feet (sf) of employment uses within the project site, including up to 317,291 sf on Parcel 1 (APN 056-120-095), 683,021 sf on Parcel 2 (APN 053-072-026), 113,604 sf on Parcel 3 (APN 053-072-003) and 416,259 sf on Parcel 4 (APN 053-072-025). The total disturbance area would be identical to the proposed project.

The Draft SEIR determined that the 100 Percent Employment Alternative would be capable of fully or partially meeting all project objectives because the Alternative would still facilitate economic development within the City of Antioch, streamline future commercial project approvals consistent with the ELTSP, and minimize future CEQA review for commercial projects consistent with the ELTSP.

Total unmitigated annual operational GHG emissions for the first year of full operations on the project site would be less than what would occur under project conditions. However, the applicable BAAQMD thresholds of significance for GHG emissions are qualitative, and the information regarding GHG emissions is provided for disclosure purposes only. Similar to the proposed project, because specific development proposals do not currently exist for the potential future development of the project site, the prohibition of natural gas appliances and plumbing on-site, and compliance with the most recently adopted CALGreen Tier 2 off-street EV requirements cannot be ensured at this time, and the Alternative would still require Mitigation Measure 4.1-2. Additionally, the Alternative would result in similar impacts related to biological resources and transportation as the proposed project. As a result, the significant impacts identified for the Project would still be expected to occur under the Alternative, and all mitigation measures would still be required.

Although the 100 Percent Employment Alternative would achieve all of the project objectives, impacts would be similar and all identified mitigation measures would still be required for the Project. As such, the City Council rejects this alternative.

### **Findings Regarding Reasonable Range of Alternatives**

The City Council finds that the range of alternatives evaluated in the EIR reflects a reasonable attempt to identify and evaluate various types of alternatives that would potentially be capable of reducing the Project's environmental effects, while accomplishing most but not all of the Project objectives. The City Council finds that the alternatives analysis is sufficient to inform the City Council and the public regarding the tradeoffs between the degree to which alternatives to the Project could reduce environmental impacts and the corresponding degree to which the alternatives would hinder the City's ability to achieve the Project objectives.

### **Part D. Record of Proceedings**

Various documents and other materials constitute the record upon which the City Council bases these findings and the approvals contained herein. The custodian and location of these documents and materials is: Zoe Merideth, Planning Manager, City of Antioch, 200 H Street, Antioch, CA 94531.

### **Part E. Mitigation Monitoring and Reporting Program**

In accordance with CEQA and the CEQA Guidelines, the City Council must adopt a mitigation monitoring and reporting program to ensure that the mitigation measures adopted herein are implemented. The City Council hereby adopts the Mitigation Monitoring and Reporting Program for the Project attached to these findings as Exhibit A.1. The Mitigation Monitoring and Reporting Program includes the mitigation measures from the ELTSP EIR, as well as the mitigation measures from the SEIR.

**NOW THEREFORE BE IT FURTHER RESOLVED** that the Environmental Impact Report for the East Lone Tree Specific Plan Project is HEREBY CERTIFIED pursuant to the California Environmental Quality Act. All feasible mitigation measures for the Project identified in the Environmental Impact Report and accompanying studies are hereby incorporated into this approval.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13th day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## 4. MITIGATION MONITORING AND REPORTING PROGRAM

### 4.1 INTRODUCTION

Section 15097 of the California Environmental Quality Act (CEQA) requires all State and local agencies to establish monitoring or reporting programs for projects approved by a public agency whenever approval involves the adoption of either a “mitigated negative declaration” or specified environmental findings related to an EIR.

The following is the Mitigation Monitoring and Reporting Program (MMRP) for the East Lone Tree Specific Plan (ELTSP) Project (proposed project). The intent of the MMRP is to ensure implementation of the mitigation measures identified within the ELTSP Environmental Impact Report (EIR), certified by the City of Antioch City council in August 1995, as well as any modified and new mitigation measures identified within the Supplemental EIR (SEIR). Unless otherwise noted, the cost of implementing the mitigation measures as prescribed by this MMRP shall be funded by the applicants of future development projects proposed within the project site.

### 4.2 COMPLIANCE CHECKLIST

The MMRP contained herein is intended to satisfy the requirements of CEQA as they relate to the 1995 ELTSP EIR and SEIR prepared by the City of Antioch. This MMRP is intended to be used by City staff and mitigation monitoring personnel to ensure compliance with mitigation measures during project implementation. Mitigation measures identified in this MMRP were developed in the 1995 ELTSP EIR and SEIR that were prepared for the proposed project.

The 1995 ELTSP EIR and SEIR present a detailed set of mitigation measures that will be implemented throughout the lifetime of the project. Mitigation is defined by CEQA Guidelines, Section 15370, as a measure that:

- Avoids the impact altogether by not taking a certain action or parts of an action;
- Minimizes impacts by limiting the degree or magnitude of the action and its implementation;
- Rectifies the impact by repairing, rehabilitating, or restoring the impacted environment;
- Reduces or eliminates the impact over time by preservation and maintenance operations during the life of the project; or
- Compensates for the impact by replacing or providing substitute resources or environments.

The intent of the MMRP is to ensure the implementation of adopted mitigation measures. The MMRP will provide for monitoring of construction activities as necessary and in-the-field identification and resolution of environmental concerns.

This MMRP includes changes to the previous MMRP included in the Final 1995 ELTSP EIR. New text is indicated in double underline and text to be deleted is reflected by a ~~strike through~~.





Monitoring and documenting the implementation of mitigation measures will be coordinated by the City of Antioch. The table in Section 4.3 identifies the mitigation measure, the monitoring action for the mitigation measure, the responsible party for the monitoring action, and timing of the monitoring action. The applicant will be responsible for fully understanding and effectively implementing the mitigation measures contained within the MMRP. The City will be responsible for monitoring compliance.

#### **4.3 MITIGATION MONITORING AND REPORTING PROGRAM**

The following table indicates the mitigation measure number, the impact the measure is designed to address, the measure text, the monitoring agency, implementation schedule, and an area for sign-off indicating compliance.



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MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan					
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
B. Transportation					
B1	The addition of project traffic would worsen deficient conditions at the following intersections: <ul style="list-style-type: none"><li>Lone Tree Way/James Donlon Blvd.</li><li>Lone Tree Way/Fairview Ave.</li><li>Lone Tree Way/Dallas Ranch Rd.</li></ul>	<b>Mitigation Measure B1:</b> The following intersection improvements would be needed to mitigate deficient conditions to an acceptable level:	City of Antioch Community Development Department	Completed	
		B1a Lone Tree Way/James Donlon Boulevard <ul style="list-style-type: none"><li>Add 2nd eastbound right-turn lane or channelized "free-right" and 2nd northbound left-turn lane (9%)</li></ul>			
		B1b Fairview Avenue/Lone Tree Way <ul style="list-style-type: none"><li>Will operate at acceptable conditions with planned year 2010 widenings (9%)</li></ul>			
		B1c Dallas Ranch Road/Lone Tree Way <ul style="list-style-type: none"><li>Add exclusive eastbound right-turn lane (10%)</li></ul>			
B2	The project would deteriorate level of service to unacceptable levels at the following intersections: <ul style="list-style-type: none"><li>SR 4 eastbound ramps/Lone Tree Way</li><li>Sunset Drive/Laurel Rd.</li><li>Deer Valley Rd./Lone Tree Way</li></ul>	<b>Mitigation Measure B2:</b> The following improvements would be needed to mitigate deficient conditions:	City of Antioch Community Development Department	Completed	
		B2a SR 4 eastbound ramps/Lone Tree Way <ul style="list-style-type: none"><li>Add 2nd eastbound right-turn lane or channelized "freeright" (7%)</li></ul>			
		B2b Sunset Drive/Laurel Rd. <ul style="list-style-type: none"><li>Add 2nd southbound left-turn lane (56%)</li></ul>			
		B2c Deer Valley Rd./Lone Tree Way <ul style="list-style-type: none"><li>Add exclusive eastbound right-turn lane (10%)</li></ul>			
B4	The five intersections listed below currently meet	<b>Mitigation Measure B4:</b> Signalize the following intersections:	City of Antioch Community		



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B5	the peak hour signal warrant and would meet the peak hour signal warrant for the Project scenario.	B4a Deer Valley Road/Balfour Road • (5%)	Development Department	Not applicable to the Specific Plan Amendment
	• Deer Valley Rd./Balfour Rd.	B4b Sand Creek Road/Lone Tree Way • (19%)		Not applicable to the Specific Plan Amendment
	• Sand Creek Rd./Lone Tree Way	B4c Fairview Avenue/Sand Creek Road • (13%)		Completed
	• Fairview Ave./Sand Creek Rd.	B4d O'Hara Avenue/Lone Tree Way • (5%)		Completed
	• O'Hara Ave./Lone Tree Way	B4e Empire Avenue/Lone Tree Way • (9%)		Completed
	• Empire Ave./Lone Tree Way			
	The following intersections would meet the peak hour signal warrant (in at least one peak hour) for the Project scenario:	<b>Mitigation Measure B5:</b> Signalize the following intersections:	City of Antioch Community Development Department	
	• Sunset Drive/Lone Tree Way	B5a Sunset Drive/Lone Tree Way • (17%)		Completed
	• Sunset Drive/Lone Tree Way	B5b Empire Avenue/Laurel Road • (16%)		Completed
	• Empire Ave./Laurel Road	B5c Canada Valley Road/Lone Tree Way • (28%)		Completed
	• Canada Valley Rd./Lone Tree Way	B5d Sunset Drive/Laurel Road • (56%)		Not applicable to the Specific Plan Amendment



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B6	<ul style="list-style-type: none"> <li>Rd. Sunset Dr./Wild Horse Drive</li> <li>Lone Tree Way/Regional Commercial Use Driveway</li> </ul>	<p>B5e Sunset Drive/Wild Horse Drive</p> <ul style="list-style-type: none"> <li>• (20%)</li> </ul> <p>B5f Lone Tree Way/Regional Commercial Driveway</p> <ul style="list-style-type: none"> <li>• (29%)</li> </ul>		<p>Not applicable to the Specific Plan Amendment</p> <p>Completed</p>
	The addition of project traffic would worsen deficient conditions at the following locations:	<p><b>Mitigation Measure B6a:</b> The following intersection improvements would mitigate deficient conditions to an acceptable level:</p>		
	<ul style="list-style-type: none"> <li>SR 4 westbound ramps/Lone Tree Way</li> </ul>	<p>B6a SR 4 westbound ramps/Lone Tree Way</p> <ul style="list-style-type: none"> <li>• Add 2nd northbound left-turn lane (9%)</li> </ul>	City of Antioch Community Development Department	Completed
	<ul style="list-style-type: none"> <li>SR 4 westbound ramps/Hillcrest Ave.</li> </ul>	<p>B6b SR 4 westbound ramps/Hillcrest Avenue</p> <ul style="list-style-type: none"> <li>• Add 2nd northbound left-turn lane (15%)</li> </ul>		Completed
	<ul style="list-style-type: none"> <li>SR 4 eastbound ramps/Hillcrest Ave.</li> </ul>	<p>B6c SR 4 eastbound ramps/Hillcrest Avenue</p> <ul style="list-style-type: none"> <li>• Channelized "free-right" and exclusive northbound right-turn lane (12%)</li> </ul>		Not applicable to the Specific Plan Amendment
	<ul style="list-style-type: none"> <li>Lone Tree Way/James Donlon Boulevard</li> </ul>	<p>B6d Lone Tree Way/James Donlon Boulevard</p> <ul style="list-style-type: none"> <li>• Add exclusive eastbound right-turn lane and 2nd northbound left-turn lane (13%)</li> </ul>		Completed
	<ul style="list-style-type: none"> <li>Hillcrest Ave./Lone Tree Way</li> </ul>	<p>B6e Dallas Ranch Road /Lone Tree Way</p> <ul style="list-style-type: none"> <li>• Add exclusive eastbound right-turn lane and 2nd northbound left-turn lane (13%)</li> </ul>		Completed
		<p>B6f Hillcrest Avenue/Lone Tree Way</p>		Completed



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B9	<ul style="list-style-type: none"><li>Lone Tree Way/Sand Creek Rd.</li><li>Empire Ave./Laurel Rd.</li><li>O'Hara Ave./Lone Tree Way</li><li>Sunset Drive/Laurel Rd.</li><li>Dallas Ranch Rd./Lone Tree Way</li></ul>	<div>B8c<ul style="list-style-type: none"><li>O'Hara Avenue/Lone Tree Way (28%)</li></ul></div> <div>B8d<ul style="list-style-type: none"><li>Sunset Drive/Laurel Road (31%)</li></ul></div> <div>B8e<ul style="list-style-type: none"><li>Dallas Ranch Road/Lone Tree Way (13%)</li></ul></div>		Completed	
	The fifteen intersections listed on the following page would meet the peak hour warrant (in at least one peak hour) for the Project scenario.	<b>Mitigation Measure B9:</b> Signalize the following intersections:	City of Antioch Community Development Department		
	<ul style="list-style-type: none"><li>Deer Valley Rd./New Sand Creek Rd.</li><li>Sunset Drive/Lone Tree Way</li><li>Canada Valley Rd./Lone Tree Way</li><li>Dallas Ranch Road/New Sand Creek Road</li><li>Hillcrest Avenue/New Sand Creek Road</li><li>Hillcrest Ave./New Sand Creek Rd.</li></ul>	<div>B9a<ul style="list-style-type: none"><li>Deer Valley Road/New Sand Creek Road (4%)</li></ul></div> <div>B9b<ul style="list-style-type: none"><li>Sunset Drive/Lone Tree Way (15%)</li></ul></div> <div>B9c<ul style="list-style-type: none"><li>Canada Valley Road/Lone Tree Way (50%)</li></ul></div> <div>B9d<ul style="list-style-type: none"><li>Dallas Ranch Road/New Sand Creek Road (2%)</li></ul></div> <div>B9e<ul style="list-style-type: none"><li>Hillcrest Avenue/New Sand Creek Road (5%)</li></ul></div> <div>B9f<ul style="list-style-type: none"><li>New Sand Creek Road/Kaiser Driveway (3%)</li></ul></div>		Completed	Superseded by Sand Creek Focus



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	<ul style="list-style-type: none"> <li>New Sand Creek Rd./Kaiser Drive-way</li> <li>New Sand Creek Rd./Zone 451 Residential Access</li> <li>New Sand Creek Rd./South Dallas Ranch Rd.</li> <li>New Sand Creek Rd./Zone 453 Residential Access</li> <li>Dallas Ranch Rd./Zone 434 Residential Access</li> <li>Deer Valley Rd./Kaiser Access</li> <li>Deer Valley Rd./Zones 434/455 Residential Access</li> <li>Hillcrest Ave./Zones 459/460 Residential Access</li> <li>Lone Tree Way/Regional Commercial</li> </ul>	<p>B9g New Sand Creek Rd./Zone 451 Res. Access • (3%)</p> <p>B9h New Sand Creek Rd./South Dallas Ranch Road • (3%)</p> <p>B9i New Sand Creek Rd./Zone 453 Res. Access • (3%)</p> <p>B9j Dallas Ranch Rd./Zone 434 Res. Access • (3%)</p> <p>B9k Deer Valley Road/Kaiser Access • (2%)</p> <p>B9l Deer Valley Road/Zones 434/455 Res. Access • (4%)</p> <p>B9m Hillcrest Avenue/Zones 459/460 Res. Access • (4%)</p> <p>B9n Lone Tree Way/Regional Commercial Driveway • (20%)</p>		<p>Area projects</p> <p>Superseded by Sand Creek Focus Area projects</p> <p>Superseded by Sand Creek Focus Area projects</p> <p>Superseded by Sand Creek Focus Area projects</p> <p>Not applicable to the Specific Plan Amendment</p> <p>Completed</p> <p>Not applicable to the Specific Plan Amendment</p> <p>Not applicable to the Specific Plan Amendment</p> <p>Completed</p>



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	<ul style="list-style-type: none"> <li>Driveway Lone Tree Way/Regional Commercial Driveway</li> </ul>	B9o Lone Tree Way/Regional Commercial Driveway <ul style="list-style-type: none"> <li>• (28%)</li> </ul>		Completed	
B10	Need for adequate access to onsite commercial and employment areas.	<b>Mitigation Measure B10:</b> Address in subsequent plans in a manner complying with the Specific Plan and with City of Antioch standards.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
B11, B12, B13	Need to provide adequate spacing of intersections, roadway widths, sidewalks and bike lanes consistent with City standards.	<b>Mitigation Measures B11, B12, B13:</b> Intersections, roadways, sidewalks and bike lanes will be designed in subsequent plans to meet the City's standards.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
B14	Need to provide facilities in support of non-automobile circulation.	<b>Mitigation Measure B14:</b> Address provision of bicycle parking, showers at employment centers and connections to adjacent development in subsequent plans.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
B15, B16, B17	Need to provide for site-specific layout and circulation design meeting needs for school-related circulation, delivery access and parking, emergency vehicle access, and user parking.	<b>Mitigation Measures B15, B16, and B17:</b> Address school pedestrian access, access for emergency and service vehicles, and parking in subsequent plans.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
B18	Project construction traffic will increase traffic and congestion on local roadways and intersections.	<b>Mitigation Measure B18:</b> <del>Develop a detailed construction traffic plan.</del> See <u>Mitigation Measure 4.3-1.</u>	See Mitigation Measure 4.3-1	See Mitigation Measure 4.3-1	



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B19	Transit routes serving the project and bus stops have not been identified.	<p><b>Mitigation Measure B19:</b> There are two factors that will improve the transit accessibility of the project:</p> <ol style="list-style-type: none"> <li>1. The project should be designed to allow for ready access to arterial and collector streets by pedestrians. This means that cul-de-sacs that back onto arterial and collector streets should have a pedestrian/bicycle link between the cul-de-sac and the main road.</li> <li>2. Bus turnouts and passenger shelters should be provided on major streets to accommodate future transit service.</li> </ol> <p>Transit routes will need to be addressed in subsequent plans.</p>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan
B20	Many additional roadways and intersections would be significantly impacted if one phase of the project were built entirely before the other phase (i.e., housing before employment).	<p><b>Mitigation Measure B20:</b> Implement incentives for employment-bearing land uses to help assure that employment in FUA #2 will be established in the same general time frame as housing.</p>	City of Antioch Community Development Department	Ongoing
4.3-1	Conflict with a program, plan, ordinance, or policy addressing the circulation system during construction activities.	<p>4.3-1 Prior to the issuance of any grading and/or building permits for any CR/E or CE designated site within the ELTSP area, the project applicant that is proposing to develop a CR/E or CE designated site shall submit a construction management plan for the applicable site, subject to review and approval by the City Engineer. The requirements within the construction management plan shall include, but are not necessarily limited to, the following elements:</p>	City of Antioch Community Development Department City Engineer	Prior to the issuance of any grading and/or building permits for any CR/E or CE designated site within the ELTSP area



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		<ul style="list-style-type: none"> <li><u>Project staging plan to maximize on-site storage of materials and equipment.</u></li> <li><u>A set of comprehensive traffic control measures, including scheduling of major truck trips and deliveries to avoid peak hours; lane closure proceedings; signs, cones, and other warning devices for drivers; and designation of construction access routes.</u></li> <li><u>Permitted construction hours.</u></li> <li><u>Location of construction staging.</u></li> <li><u>Identification of parking areas for construction employees, site visitors, and inspectors, including on-site locations; and</u></li> <li><u>Provisions for street sweeping to remove construction related debris on public streets.</u></li> </ul>		
<b>C. Air Quality</b>				
C1	Regional air quality standards would be exceeded.	<p><b>Mitigation Measure C1:</b></p> <p>C1a The proposed project shall comply with the air quality policies of the Antioch General Plan.</p> <p>The project shall demonstrate compliance with the General Plan by ensuring that the local circulation system will encourage and accommodate the use of transportation modes other than the automobile.</p>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan





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		<p>C1b Implement Antioch's Transportation Demand Management ordinance.</p> <p>The Transportation Demand Management Ordinance (TDM) shall be applied to all phases of the proposed project and include specific trip reduction goals and enforcement procedures. The available strategies for meeting the TDM goals should include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Incentives to use public transit</li> <li>• Ridesharing</li> <li>• Cycling and walking</li> <li>• Alternative work hours</li> <li>• Parking management</li> <li>• Transportation coordination at job sites</li> <li>• Transit terminal/transfer station</li> <li>• New transit routes</li> <li>• Provision of transit amenities</li> </ul>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan
C2	Fugitive dust would be generated during the construction period.	<p><b>Mitigation Measure C2:</b> Control construction period fugitive dust in all phases of project development beyond the initial phase. Controls shall include the following:</p> <ul style="list-style-type: none"> <li>• Provide equipment and staffing for watering of all exposed or disturbed soil as required by the City.</li> <li>• Water or cover stockpiles of debris, soil, sand or other materials that can be blown by the wind.</li> <li>• Sweep construction areas and adjacent streets of all mud and debris, since this material can be pulverized and later resuspended by vehicle traffic.</li> </ul>	City of Antioch Community Development Department	During all phases of construction



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		<ul style="list-style-type: none"><li>Limit the speed of all construction vehicles to 15 miles per hour while on site.</li><li>Suspend earthmoving and other dust-producing activities during periods of high winds.</li></ul>			
D. Noise					
D1	Project construction would result in high levels of construction noise.	<p><b>Mitigation Measure D1:</b></p> <p>D1a Limit hours of noise-generating construction activity.</p> <p>Noise-generating construction equipment, including truck traffic to and from the site for any purpose, should be limited to the hours of 8:00 AM to 5:00 PM. Trucks should be restricted to major arterial roadways and should avoid residential neighborhoods when possible.</p> <p>D1b Minimize equipment noise.</p> <p>All construction equipment shall be properly muffled and maintained.</p> <p>D1c Protect sensitive receptors from excessive construction noise.</p> <p>All stationary noise-generating construction equipment, such as air compressors, should be located as far as practical from residences. Such equipment, when near occupied residences, should be acoustically shielded where possible using wood screens or other available barriers such as construction trailers.</p>	<p>City of Antioch Community Development Department</p> <p>City of Antioch Community Development Department</p> <p>City of Antioch Community Development Department</p>	<p>During construction activities</p> <p>During construction activities</p> <p>During construction activities</p>	



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		<p>"Quiet" construction equipment, particularly air compressors, shall be selected whenever possible. The prudent selection of such equipment, along with the use of proper mufflers, should result in maximum construction-related noise generated by a particular piece of equipment or no more than 85 dBA when measured at a distance of 50 feet from a piece of equipment operating at its noisiest mode.</p>		
D2	<p>Potential for excessive traffic noise at new sensitive receptors.</p> <p>Traffic noise within the Specific Plan area could exceed applicable guidelines at new residential receptors.</p>	<p><b>Mitigation Measure D2:</b></p> <p>D2a Achieve CNEL of 60 dBA or less.</p> <p>A combination of open space buffer zones and/or noise barriers along roadways could be used to reduce the CNEL to 60 dBA or less. The specific heights and limits of noise barriers or open space buffer zones cannot be determined until a site plan is developed for each portion of the Specific Plan area. Figure 19 shows the largest (worst-case) open space buffer zones required in order to mitigate noise levels in outdoor activity areas without any additional attenuation due to topography or noise barriers. As a general guideline, a 6-foot high barrier would be required to provide the 5 dBA of noise reduction necessary at the 65 dBA contour and a 10-12 foot high barrier would be required at the 70 dBA contour.</p> <p>D2b Site and design residences to meet interior noise standards.</p>	<p>City of Antioch Community Development Department</p> <p>City of Antioch Engineering Division</p> <p>City of Antioch Community</p>	<p>Prior to the approval of any project improvement plan</p> <p>Prior to the approval of any project</p>



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		All single- and multi-family housing located within the 60 dBA CNEL contour shall be designed such that the indoor CNEL level shall not exceed 45 dBA. The designs for the housing shall be reviewed by a qualified acoustical engineer and the necessary noise control treatments incorporated into the design. All such units shall be provided with forced air ventilation systems so that windows may be kept closed at the discretion of the occupants for noise control. Additional noise control treatments could include sound rated windows and doors. A report shall be prepared following the requirements of Title 24, Part 2 of the California Administrative Code for all multi-family housing within the 60 CNEL contour distances. A similar report shall be provided for single-family housing to the City of Antioch.	Development Department  City of Antioch Engineering Division	improvement plan
<b>E. Geology, Soils and Seismicity</b>				
E1	Soils on hillslopes could be subject to slope failure and erosion.	<p><b>Mitigation Measure E1:</b> Appropriate structure and road design would reduce hazards associated with unstable hillslopes and erosion.</p> <p>A grading plan shall be prepared by the site developer for final design review of the project. Pursuant to Uniform Building Code requirements, the grading plan shall be prepared by a licensed civil engineer and include soils engineering and engineering geology reports. The grading plan shall accurately show all cut and fill areas and provide calculated earthwork volumes. The grading plan shall also address erosion control and describe drainage facilities. The soil engineering and engineering geology reports required</p>	City of Antioch Community Development Department	Prior to the issuance of any grading permit and during construction activities



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		<p>for the grading plan shall specifically address the slope stability of any proposed cut slopes and potentially unstable areas, including north-northeastern slopes, and their suitability for any proposed building, roadway, or other infrastructure development. Their recommendations shall be included in the grading and building plans prepared for the project. All grading activities shall be routinely inspected by the project geotechnical engineer in order to ensure that recommendations are incorporated during field activities.</p> <p>The following measures should be considered in development of the recommendations for the grading plan:</p> <ul style="list-style-type: none"><li>• During or following completion of construction activities, exposed soils shall be stabilized by mechanical methods or landscaped with drought-tolerant plantings to control erosion. Erosion control should be implemented in conformance with guidelines in the Association of Bay Area Governments (ABAG) Manual of Standards for Erosion and Sediment Control Measures.</li><li>• Construction of structures for human occupancy and infrastructure elements shall be setback from the crest of slopes that are higher than ten feet and steeper than 25 percent (4H:1 V).</li><li>• Subsurface drains shall be placed beneath all fills and designed to discharge to the storm drainage system.</li></ul>		





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E2	Structures could sustain damage from differential settlement due to weak or expansive soils.	<ul style="list-style-type: none"> <li>The differential thickness of fills placed beneath structures and infrastructure elements shall be minimized to control differential settlement of the fills.</li> <li>Surface water drainage shall be controlled to prevent discharge of water onto or into fills placed at the project site.</li> <li>Prior to placement of thick structural fills, all surficial soils and weathered bedrock shall be excavated to minimize the potential for down-slope creep.</li> <li>Design of fills shall address the potential for fills or portions of fills to eventually become saturated.</li> <li>All surface drainage facilities shall be inspected and maintained on a routine basis by a designated public agency or a homeowners' association to prevent erosion problems.</li> </ul> <p><b>Mitigation Measure E2:</b> Site and building design shall take account of weak and/or expansive soils.</p> <p>The soils engineering and engineering geology reports shall identify areas where weak and expansive soil would likely affect proposed development and provide design specifications for minimizing the potential for damage due to weak and expansive soils. The following measures shall be considered for building designs:</p> <ul style="list-style-type: none"> <li>Building foundations and improvements founded on expansive soils shall consist of drilled pier and grade beams, deepened footings (to address expansive soil), or post-tensioned slabs. Alternatively, expansive soils shall be removed and replaced with compacted</li> </ul>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan



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E3	Strong ground shaking during an earthquake could cause structural damage and slope failure, and could result in injuries to the public.	<p>non-expansive soil prior to foundation construction, or other appropriate stabilization techniques implemented acceptable to the City of Antioch.</p> <ul style="list-style-type: none"><li>Subgrade soils for pavements shall consist of moisture-conditioned, lime-treated, or non-expansive soil.</li><li>Surface and subsurface water shall be directed away from foundation elements to minimize variations in soil moisture.</li></ul>	City of Antioch Community Development Department City of Antioch Engineering Division	Prior to the approval of any project improvement plan	
		<p><b>Mitigation Measure E3:</b></p> <p>E3a Site planning and building design shall incorporate provisions to reduce risk to life and property from seismic activity.</p>			
		<p>E3b All buildings, underground utilities, and other improvements shall be designed and constructed in accordance with seismic design criteria presented in the Uniform Building Code.</p> <p>Hazards can be reduced by engineered structural components that minimize damage from ground shaking and firmly anchoring non-structural objects that may become hazards due to ground shaking. The engineering geology report shall include structural design criteria that would minimize impacts to the project associated with strong ground shaking</p>			



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E4	Urban development on the east side of the planning area could expose future population to safety risks in connection with natural gas extraction activities.	<p>during an earthquake. The report shall identify any liquefaction hazards that may exist. The engineering geology report shall provide design criteria for structures in areas that may undergo liquefaction during an earthquake. Alternatively, building shall not be permitted in areas subject to liquefaction.</p> <p><b>Mitigation Measure E4:</b> Implement actions to protect the public from risks associated with natural gas extraction activities, for the duration of those activities.</p> <p>Actions shall include:</p> <p>(1) No new extraction permits shall be issued, consistent with policies in the Antioch General Plan.</p> <p>(2) Current owners of mineral rights leases shall be contacted by the California Division of Oil, Gas, and Geothermal Resources and the City of Antioch Department of Community Development to assess future plans pertaining to natural gas exploration and production at the project site. The City of Antioch shall establish access routes for exploration and production equipment.</p> <p>(3) Setback distances from existing and proposed production wells shall be established for urban development in the vicinity of natural gas operations, in accordance with safety criteria established by the California Division of Oil, Gas, and Geothermal Resources. Protective barriers may be required where appropriate</p> <p>(4) If necessary, proposed development plans shall designate an area for preservation as a future</p>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan  Ongoing	



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		site for consolidation of gas wells and gas production.		
<b>F. Flooding and Drainage</b>				
F1	Potential degradation of water quality during construction.	<p><b>Mitigation Measure F1:</b> Prepare and comply with Storm Water Pollution Prevention Plan.</p> <p>Water quality of runoff is regulated by the Federal National Pollution Discharge Elimination System (NPDES) Program (established by the Clean Water Act); the program objective is to control and reduce pollutants to water bodies from nonpoint discharges. The program is administered by the California Regional Water Quality Control Boards. The Central Valley Regional Water Quality Control Board (RWQCB) issues NPDES nonpoint source permits for discharges to water bodies in the North Coast region for municipalities and major industries.</p> <p>Projects disturbing more than five acres of land during construction are required to file a Notice of Intent (Non to be covered under the State NPDES General Construction Permit for discharges of storm water associated with construction activity. A project sponsor must propose control measures that are consistent with the State General Permit. A Storm Water Pollution Prevention Plan (SWPPP) shall be developed and implemented for each site covered by the general permit. A SWPPP should include Best Management Practices (BMPs) designed to reduce potential impacts to surface water quality through the construction and life of the project.</p>	<p>City of Antioch Community Development Department</p> <p>Central Valley Regional Water Quality Control Board</p> <p>Contra Costa County Flood Control District</p>	<p>Prior to the issuance of any grading permit</p>



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		<p>A SWPPP should be prepared that, when properly implemented, would reduce or eliminate impacts to surface water quality from all phases of the project. Required elements of the SWPPP include:</p> <ul style="list-style-type: none"><li>• <b>Construction Storm Water Management Controls.</b> These would include practices to minimize the contact of construction materials and equipment with storm water. The SWPPP should include specific requirements that earthmoving equipment not be operated within an active creek channel. Operation of equipment near creeks should be strictly limited.</li><li>• <b>Erosion and Sediment Control.</b> BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of hay bales and sediment basins.</li><li>• <b>Post-Construction Stormwater Management.</b> This refers to measures taken to prevent storm water pollution associated with post-construction activities at the developed site. Controls may include pervious concrete surfaces, painted drain inlets ("Dump no Waste-Drains to Bay") and stream protection buffers. The agency or group responsible for long-term maintenance of post-construction storm water controls will be determined jointly by the City of Antioch and the Contra Costa County Flood Control District. These agencies may require the formation of homeowners associations or</li></ul>			





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		<p>light and landscape districts to sponsor or conduct the required maintenance.</p> <p>The specific BMPs that would be required of a project can be found in SF Bay Regional Water Quality Control Board Staff Recommendations for New and Redevelopment Controls for Storm Water Programs (1994). Additional sources of information regarding BMPs are the California Storm Water Municipal and Construction Activity BMP Handbooks (Storm Water Quality Task Force, 1993). The selection of BMPs required for a specific project is based on the size of the development and the sensitivity of the area. A model SWPPP for a new subdivision is available for review from the Contra Costa County Stormwater Pollution Control Program.</p>			
F2	Portions of the planning area are located in the 100-year flood hazard zone and could be subject to damage during flooding.	<p><b>Mitigation Measure F2:</b> Defer development in the 100-year flood zone until capacity improvements have been provided for.</p> <p>Prior to development of the areas designated as within the 100-year flood zone, improvements to the East Antioch Creek channel and Lindsey Basin shall be made that would increase the capacities of these drainage system components to allow conveyance and/or storage of the 100-year flows. The design and construction of the improvements shall be the responsibility of the Contra Costa County Flood Control District (CCCFCD) in tandem with the developer(s) of the projects within these areas. The design shall consider total buildout of the planning area and all cumulative projects with drain to East Antioch Creek and potential downstream flooding effects. When</p>	City of Antioch Community Development Department  Contra Costa County Flood Control District	Prior to development within any areas designated as within the 100-year flood zone	



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F3	Impervious surfaces constructed as part of future development may cause increases in the volume and velocity of storm water runoff and potentially increase flood hazards.	<p>CCFCD has accepted a design for improvements, the District shall request a Conditional Letter of Map Revision from FEMA. Upon approval by FEMA, the developer will work with CCFCD to obtain necessary authorizations, permits and financing to implement the flood protection improvements.</p> <p><b>Mitigation Measure F3:</b> Construct needed facilities to detain runoff onsite to avoid increased downstream flooding.</p> <p>The Infrastructure Plan EIR includes an extensive summary and assessment of preliminary engineering work for storm water facilities for each of the FUA #2 development scenarios covered in that EIR (see pp. 120-128). Preliminary size and cost estimates are presently being updated for the proposed Specific Plan. It is expected that any revisions to these facilities that are necessitated by the development allowed under the proposed plan would be feasible.</p> <p>A tentative map for each phase of development of the project would be submitted to the City of Antioch Department of Community Development (ADCD), Building Division for review. Grading and drainage plans would be reviewed for compliance with City requirements by the ADCD, Engineering Division. Any undersized components in the downstream storm drain system would be identified at that time and new design required prior to plan approval. Compliance with the existing review process is an adequate mitigation measure to reduce this potential impact to a level of insignificance.</p>	<p>City of Antioch Community Development Department</p> <p>City of Antioch Building Division</p> <p>City of Antioch Engineering Division</p>	<p>Prior to the approval of any tentative map, grading plan, or drainage plan</p>



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G1	Construction workers and the public may be exposed to potentially hazardous materials during project development.	<b>Mitigation Measure G1:</b> <i>Implement measures to assure that site development does not result in public safety hazards from accidental fuel releases, from release of asbestos in demolition activities, or from exposure to agriculture-related or other chemicals that may have been used or disposed of onsite.</i>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
		<i>Releases of fuel products from pipelines are the responsibility of the pipeline owner. If releases have occurred, the pipeline owner shall investigate and remediate soil and groundwater according to state and local regulations. The accurate locations of pipelines and easements shall be determined and marked prior to development in areas adjacent to reduce the potential for damage to the pipelines during nearby excavation or grading activities. The developer shall contact the pipeline owners and request procedures or restrictions for moving heavy equipment over pipelines, if such movement is likely to occur over pipelines other than at established crossings. If applicable, these procedures shall be submitted with the development plan.</i>	Contra Costa County Fire Prevention District		
		<i>Contractors for the project shall develop a site safety and hazardous materials management plan. The plan shall identify hazardous materials that would be temporarily stored onsite, storage and containment areas and methods, responsible personnel, and safety and emergency procedures in case of accidental releases or exposures. If development were to occur near areas affected by hazardous materials, the affected areas shall be identified within the plan and</i>	Contra Costa County Environmental Health Division		



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		<p>safety procedures outlined for work in those areas. Procedures to be undertaken in the event that unknown contamination is discovered shall be documented in the plan. Procedures for moving heavy equipment over or operating near underground pipelines shall be included in the plan if applicable. The plan(s) should be reviewed and approved by the County Fire Prevention District and/or the County Environmental Health Division.</p> <p>An asbestos survey shall be conducted by a California-registered asbestos consultant at all buildings proposed to be demolished or renovated and constructed prior to the 1970s, or suspected having asbestos-containing materials. If asbestos-containing materials are found to be present, they shall be remediated by a qualified, licensed asbestos abatement contractor in accordance with regulations and notification requirements of the Bay Area Air Quality Management District.</p> <p>A preliminary site assessment (for hazardous materials) shall be conducted by a California registered environmental assessor on all parcels with former agricultural uses prior to development.</p> <ul style="list-style-type: none"><li>• The assessment shall identify areas where releases of agricultural chemicals, petroleum products, or other potentially hazardous materials are suspected, such as former oil and gas well locations and where other hazards, such as improperly abandoned water wells, or land disposal sites, are located.</li><li>• Soil samples shall be collected by a qualified environmental consultant from areas where orchards and field crops are currently or were</li></ul>			



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		<p>historically grown and from areas where potential releases of hazardous materials were identified by the preliminary site assessment to verify the presence or absence of potentially hazardous materials. Sample analyses shall be selected on the basis of known or suspected chemical use.</p> <ul style="list-style-type: none"><li>Inactive water wells shall be properly abandoned by a licensed well driller under permit from CCCEHD.</li><li>Any materials previously disposed of at land disposal sites shall be removed and recycled or disposed of at an appropriate landfill.</li></ul> <p>Areas with confirmed releases of potentially hazardous materials shall be investigated/remediated according to requirements of the CCCEHD or other applicable regulatory agency.</p>			
G2	Potential health impacts may result from exposure to electromagnetic fields, PCBs and effects associated with overhead electrical lines.	<p><b>Mitigation Measure G2:</b> Implement accepted practices to alert the public to the risks of exposure to electromagnetic field and to hazardous substances associated with electrical transmission.</p> <p>Because the potential health effects of EMF exposure have not been confirmed by scientific studies, information on the health issues of EMF exposure and the exposure profiles from overhead transmission lines shall be provided by the developer to individuals who may reside near transmission lines summarizing the results of the most recent studies pertaining to EMF exposure.</p>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	





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G3	Development of the project site would result in an increase in the use, storage and disposal of hazardous materials.	<p>Prior to development plan submittal, all existing transformers shall be checked for the presence of PCBs by PG&amp;E. If PCBs are present, PG&amp;E shall remove and replace the equipment with non-PCB containing equipment. If any leaks or spills are discovered during this activity or during a preliminary site assessment, an investigation shall be conducted by a qualified environmental consultant to assess impacts from the release and propose remedial actions. Any remediation of PCBs shall be completed prior to development of the parcel in question.</p> <p>All metal structures or objects located adjacent to transmission line easements shall be properly grounded to prevent electrical shocks from persons or animals in contact with those objects.</p> <p><b>Mitigation Measure G3:</b> Comply with all policies, laws and regulations regarding use and storage of hazardous materials.</p> <p>Existing federal, state and local hazardous materials laws and regulations, and household hazardous waste programs would mitigate potential hazards associated with hazardous materials management. Businesses that manage hazardous materials have specific permit, storage and reporting requirements depending on the types of hazardous materials managed.</p> <p>Reduction of hazardous materials used by small businesses and households can be encouraged through education. To encourage use reduction, the City of Antioch shall provide information regarding waste minimization and alternatives to hazardous</p>	City of Antioch Community Development Department	<p>Prior to the approval of any project improvement plan</p> <p>Ongoing</p>



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		materials use to be included with mailers or other notices advertising local household hazardous waste collection programs. The information may include specific examples of product alternatives and sources for more information. Additional sources of information may include the CCCEHD, which maintains information regarding alternatives to household hazardous materials use and appropriate disposal, and the County Agricultural Commissioner's Office which maintains information regarding alternatives to agricultural chemical use for landscaping and household orchards and gardens. Additional information regarding reduction of hazardous materials use is generally available at County libraries.		
G4	Development of the project could result in exposure of people to potential hazards associated with gas exploration and production.	<p><b>Mitigation Measure G4:</b> Conform with public safety standards with respect to location of residential and other development in the vicinity of operating and abandoned gas wells.</p> <p>Any development in the vicinity of the existing operating gas well shall be designed to conform with setback requirements for a "critical well", as defined in State Onshore Well Regulations. Gas wells are considered "critical" if they are within 300 feet of buildings intended for human occupancy or an airport runway, or within 100 feet of a public street, highway, railway, watercourse, public recreational facility or wildlife preserve.</p> <p>Construction of structures for human occupancy over abandoned gas wells shall be discouraged. Geotechnical reports prepared for grading plans shall include identification of the location of all abandoned gas wells. If abandoned wells are identified, the method</p>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan



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		of abandonment shall be described and evaluated for possible hazards. The design of any structure for human occupancy located over an abandoned gas well shall incorporate gas/vapor barrier systems with appropriate provisions for ventilation of accumulating gas.			
H. Public Services					
H1	Development allowed by the proposed plan would require the construction of new facilities and the possible expansion of existing facilities.	<b>Mitigation Measure H1:</b> Incorporate Fire District planning and financing mechanisms into the Specific Plan and development process.  Projects within the Specific Plan area shall pay CCCCFD fees applicable at the time development proceeds. Incorporate CCCCFD planning input into project design and approval to ensure that adequate provisions are made for access, water supply and compliance with Fire Code requirements. Coordinate the timing of development in the Specific Plan area with CCCCFD construction and staffing of new stations, in order to prevent excessive response times and the depletion of resources that serve existing development.	City of Antioch Community Development Department  Contra Costa County Fire Protection District	Prior to the approval of any project improvement plan	
H2	Commercial and industrial development would require water flow for fire protection.	<b>Mitigation Measure H2:</b> The proposed plan specifies the appropriate water main sizes to deliver flows at the required rate.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
H3	Project buildout would increase enrollment, requiring the provision of additional schools and/or classrooms.	<b>Mitigation Measure H3:</b>  H3a Accommodate increased enrollment by a variety of strategies, including provision of portable facilities, year round education, double sessions and construction of new facilities.	Antioch Unified, Brentwood Union, and Liberty Union High School	Prior to the approval of any project improvement plan	



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		H3b <i>Require portions of FUA #2 that are within the AUSD to join the current Mello-Roos District or provide an alternate funding mechanism for construction of school facilities.</i>	Districts  City of Antioch Community Development Department  Antioch Unified School District	Prior to the approval of any project improvement plan	
		H3c <i>Require portions of FUA #2 that are within the BUESD to join the existing development agreement with the school district or provide an alternate funding mechanism for construction of elementary and middle school facilities.</i>	City of Antioch Community Development Department  Brentwood Union School District	Prior to the approval of any project improvement plan	
		H3d <i>Require portions of FUA #2 that are within the LUHSD to provide a funding mechanism for construction of high school facilities.</i>	City of Antioch Community Development Department  Liberty Union High School District	Prior to the approval of any project improvement plan	
I. Infrastructure					
I1	Existing local roadway facilities would need to be extended and new vehicular circulation and	<b>Mitigation Measure I1:</b>  I1a Completion of roadway improvements including: <ul style="list-style-type: none"><li>Widening Lone Tree Way to a six lane</li></ul>	City of Antioch Community Development	Completed	



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	access facilities would need to be provided.	<div>arterial</div> <ul style="list-style-type: none"><li>• Extending Laurel Rd. as a four lane arterial</li><li>• Construction of Sunset Dr. as a new four lane arterial</li><li>• Construction of collector roadways on as-need basis</li><li>• The possible realignment of Empire Ave.</li></ul> <div>(See Chapter III.I.2 (1) for a more detailed description of these improvements.)</div>	Department City of Antioch Engineering Department	Completed  Not applicable to the Specific Plan Amendment  Continual as needed for each project  Not applicable to the Specific Plan Amendment	
		I1b Provision of access and circulation routes to specific parcels.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
		I1c Compliance with City and State standards (or modified by Specific Plan guidelines) in circulation and parking design construction, including, but not limited to, parking standards, handicap requirements, fire equipment access, sit distances, etc.	City of Antioch Engineering Department  City of Antioch Community Development Department  City of Antioch Engineering Department	Prior to the approval of any project improvement plan	





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		Plans for extension and/or upgrading of public roads and for design and construction of internal driveways, circulation and parking facilities, shall be submitted to the City of Antioch Department of Community Development (ADCD), Engineering Division, for review and compliance with City requirements and standards.	Department		
12	Domestic water supply infrastructure would need to be extended for water storage, pumping and conveyance.	<b>Mitigation Measure I2:</b>  I2a Construction of water system improvements including: <ul style="list-style-type: none"><li>• Extension of the 12" water lines within Country Hills Dr. and Canada Valley Rd.</li><li>• Extension of the 16" water lines within Laurel Rd. and Lone Tree Way</li><li>• Construction of a 16" water line within Sunset Dr.</li><li>• Construction of a 12" water line within Jacuzzi Rd.</li><li>• Addition of pump(s) to the existing Zone III East pump stations(s)</li></ul> (See Chapter III.1.2 (2) for a more detailed description of these improvements.)  I2b Compliance with City design and construction standards, including connections as required	City of Antioch Community Development Department  City of Antioch Engineering Department  Contra Costa County Fire Protection District  City of Antioch Community	Completed  Completed  Partially completed; continual as needed for each project  Not applicable to the Specific Plan Amendment  Not applicable to the Specific Plan Amendment  Prior to the approval of any project	



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I3	Sewer lines ranging in size from 8" to 12" would need to be extended to form a comprehensive collection system.	by the City of Antioch's ADCD, Engineering Department and internal water distribution plans meeting City standards for various land uses, fire flows and landscape needs. Compliance with City design standards.	Development Department	improvement plan
		City review and approval of water plans is required and the Contra Costa Fire Protection District should be consulted relative to the required fire flows and access.	City of Antioch Engineering Department	
		Recycling of wastewater of the use of surplus Irrigation District water or raw river water may be considered for the planning area. This type of water recycling to service future demands should be explored in greater detail.	Contra Costa County Fire Protection District	
I3a		<b>Mitigation Measure I3:</b>		
		Extension of sewer lines ranging in size from 8" to 12"	City of Antioch Community Development Department	Prior to the approval of any project improvement plan
			City of Antioch Engineering Department	
I3b		Compliance with City design and construction standards, including incorporating sewer connection requirements, manholes and any other needed improvements in the overall design and submitting those plans for City review and approval.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan
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		I3c <i>Designing internal sewer collection system to address City State and Federal standards regarding disposal of hazardous materials (from the commercial sites) and submitting plans for such systems to the appropriate responsible agency, as identified under Section III.G.</i>	Engineering Department  City of Antioch Community Development Department  City of Antioch Engineering Department	Prior to the approval of any project improvement plan	
I4	Development of the planning area will increase the demand for electrical, natural gas, cable and telephone services.	<b>Mitigation Measure I4:</b> Development applicants shall provide documentation to the City that these services can be provided for all phases of the project in a timely manner. Applicants shall coordinate with the utility companies and the City in planning and scheduling future facilities for the Planning Area. All utilities shall be located below grade and designed according to the City of Antioch's street and infrastructure guidelines.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
I5	Existing oil pipelines and irrigation laterals may need to be relocated during the course of roadway improvements where feasible.	<b>Mitigation Measure I5:</b> Development applicants shall coordinate with the pipeline and irrigation companies and appropriate health and safety agencies with regard to the design, timing, access and easement requirements related to respective utility relocation.	City of Antioch Community Development Department	Prior to the approval of any project improvement plan	
J. Vegetation and Wildlife					
J1	Development allowed by the proposed plan would affect wetland habitat located in the southwest corner of the planning area. Further study will be required to determine the	<b>Mitigation Measure J1:</b> The developer of any subsequent project(s) shall be required to have a formal wetland delineation undertaken and verified by the Army Corps of Engineers. Based on the findings of that delineation, the developer may be required to have a wetland replacement plan prepared by a biologist qualified to prepare such plans, and shall commit to its	City of Antioch Community Development Department	Prior to the approval of any grading plan	



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	exact boundaries of this wetland due to the existence of offsite drainage facilities of an interim nature.	implementation in a manner, and on a schedule, acceptable to the Corps and to the City of Antioch.	U.S. Army Corp of Engineers	
J2	Water quality in East Antioch Creek would be degraded.	<p><b>Mitigation Measure J2:</b> A site management plan shall be developed to prevent water quality degradation. An acceptable site management plan would include the following elements:</p> <ul style="list-style-type: none"> <li>• Baseline studies conducted prior to construction which establish existing water quality in East Antioch Creek during winter flows;</li> <li>• Best management practices consistent with existing National Pollution Discharge Elimination System (NPDES) permits regulating non-point source pollution;</li> <li>• Quarterly monitoring of water quality in East Antioch Creek to ensure that state water quality standards are met; and</li> <li>• Remedial measures which would be implemented should water quality in East Antioch Creek diminish below state water quality standards</li> </ul>	<p>City of Antioch Community Development Department</p> <p>In conjunction with the submittal of any improvement plan</p> <p>Prior to and during any construction activities</p> <p>Ongoing</p>	
J3	Active raptor nests could be disturbed.	<p><b>Mitigation Measure J3:</b> Construction activities during the nesting season (February through July) could disturb nesting raptors and should be preceded by surveys conducted by a qualified ornithologist. If nesting raptors are located in proposed construction areas such that nesting success will be doubtful, then construction should be postponed until the nesting season is over.</p>	City of Antioch Community Development Department	<p>Prior to any construction that would occur during the nesting season (February through July)</p>
<u>4.1-1</u>	Have a substantial adverse effect, either	<u>4.1-1 Prior to the initiation of any future ground-disturbing activities on the project site, the</u>	City of Antioch Community	Prior to the initiation of any future



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	directly or through habitat modifications, on special-status plant species.	<p>project applicant shall retain a qualified biologist to conduct a planning-level special-status plant survey during the appropriate season to identify the species. Project construction shall not be initiated until the special-status plant survey is completed and mitigation is implemented, if necessary and required prior to starting construction.</p> <p>A special-status plant survey report that includes the methods used, survey participants, and associated findings shall be prepared and submitted to the City no more than 30 days following the completion of the final site visit conducted as part of the survey. A record of any special-status plant species identified within the project site during the preconstruction surveys shall be submitted to the CNDDB. If new special-status plant populations are not found on the site during the appropriately timed surveys, additional mitigation is not required. If construction is not started within two years after the special-status plant survey is completed, the City may require additional special-status plant surveys.</p> <p>If special-status plants are observed on the site during the survey, the populations shall be avoided to the maximum degree possible during project development, and a Mitigation and Monitoring Plan shall be prepared detailing the measures to be implemented to avoid the plant population. Measures shall include, but</p>	Development Department	ground-disturbing activities on the project site





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4.1-2	Have a substantial adverse effect, either directly or through habitat modifications, on special-status wildlife species.	<p><u>not be limited to, establishment of appropriate buffers during construction, fencing of the population prior to and during construction, and regular monitoring of the preserved population by a biologist during and after construction activities. The Mitigation and Monitoring Plan shall be implemented prior to the initiation of project grading. If the plant populations cannot be avoided, the applicant shall hire a qualified biologist to prepare a seed collection and replanting plan in coordination with the City of Antioch to reduce impacts to the identified special-status plant populations, subject to review and approval by the City of Antioch Community Development Department.</u></p> <p><u>American Badger</u></p> <p><u>4.1-2(a) The project applicant shall retain a qualified biologist to conduct a preconstruction survey to determine the presence or absence of badgers no more than seven days prior to the initiation of any future ground-disturbing activities on the project site. If badgers are not identified, further mitigation is not required. If an active badger den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction-free buffer of up to 300 feet around the badger den. Once the biologist has determined that the badger has vacated the burrow, the burrow can be collapsed or excavated, and ground disturbance can proceed. Should the burrow be determined to be a natal or reproductive den.</u></p>	City of Antioch Community Development Department	No more than seven days prior to the initiation of any ground-disturbing activities



# EXHIBIT A

Final SEIR  
East Lone Tree Specific Plan Project  
July 2024

MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan					
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p>and because badgers are known to use multiple burrows in a breeding burrow complex, a biological monitor shall be present on-site during construction activities in the vicinity of the burrows to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the badger young are of an independent age and construction activities would not harm individual badgers. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.</p>			
		<p><u>San Joaquin Kit Fox</u> 4.1-2(b) A qualified biologist shall conduct preconstruction surveys no more than 14 days prior to site grading to determine the presence or absence of kit fox. If kit fox is not identified during the surveys, further mitigation is not required. If an active kit fox den is identified during preconstruction surveys within or immediately adjacent to an area subject to construction, a qualified biologist shall establish a construction free buffer of up to 300 feet around the San Joaquin kit fox den. Once the biologist has determined that the San Joaquin kit fox has vacated the den, the den can be collapsed or excavated, and ground disturbance can proceed. Should the den be determined to be a natal or reproductive den, a biological monitor shall be present on-site</p>	City of Antioch Community Development Department	No more than 14 days prior to any site grading	



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MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan				
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule Sign-off
		<p>during construction activities in the vicinity of the dens to ensure that the buffer is adequate to avoid direct impact to individuals or natal/reproductive den abandonment. The monitor shall be required to be present until it is determined that the young are of an independent age and construction activities would not harm individual San Joaquin kit fox. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department.</p> <p><u>Swainson's Hawk</u>  <u>4.1-2(c) Prior to the initiation of any future ground-disturbing activities on the project site that occur during the nesting season (March 15th to September 15th) within a half-mile of a potential nest tree, a qualified biologist shall conduct preconstruction surveys within the construction zones and adjacent lands to identify any nesting pairs of Swainson's hawks within 14 days prior to the onset of ground disturbance. Preconstruction surveys are not required for construction activities located farther than a half-mile from a potential nest tree. Surveys shall follow the protocol in the Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley (Swainson's Hawk Technical Advisory Committee 2000), including the survey period lengths identified therein. A written summary of the survey results shall be submitted to the City of Antioch Community Development</u></p>	City of Antioch Community Development Department	<p>Within 14 days prior to initiation of any ground-disturbing activities that would occur during the nesting season (March 15th to September 15th)</p>



# EXHIBIT A

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MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan					
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<u>Department.</u>  <u>If active nests are not found during preconstruction surveys, further mitigation is not necessary. If any active nests are discovered in or near proposed construction zones, the qualified biologist shall establish a suitable construction-free buffer around the active nest site. The buffer shall be identified on the ground with flagging or fencing and shall be maintained until the qualified biologist has determined that the young have fledged.</u>			
		<u>Western Burrowing Owl</u> <u>4.1-2(d) Prior to the initiation of any future ground-disturbing activities on the project site, a preconstruction survey for burrowing owls shall be conducted. The CDFG's Staff Report on Burrowing Owl Mitigation (CDFG 2012) states that take avoidance (preconstruction) surveys shall be conducted within 14 days prior to ground disturbance. As burrowing owls may recolonize a site after only a few days, time lapses between project activities trigger subsequent take avoidance surveys, including, but not limited to, a final survey conducted within 24 hours prior to ground disturbance to ensure absence of the species. Surveys shall ensure 100 percent visual coverage. The results of the survey shall be submitted to the City of Antioch Community Development Department.</u>	City of Antioch Community Development Department	Within 14 days prior to initiation of any ground-disturbing activities	



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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<p><u>If burrowing owls or fresh sign of burrowing owls are not observed during preconstruction surveys, further mitigation is not required and construction may proceed. If burrowing owls or their recent sign are detected on the site, occupied burrows shall be identified by the monitoring biologist and a construction-free buffer shall be established as determined by a qualified biologist and maintained until the qualified biologist has determined the burrowing owl has abandoned the burrow.</u></p> <p><u>White-tailed Kite and Other Nesting Birds and Raptors</u></p> <p><u>4.1-2(e) Prior to the initiation of any future ground-disturbing activities or tree removal on-site during the breeding season (typically between February 1st and August 31st), the project applicant shall retain a qualified biologist to conduct preconstruction migratory bird and raptor nesting surveys within 14 days prior to the onset of ground disturbance. The nesting migratory bird surveys shall cover the project site and the raptor nesting surveys shall encompass the site and lands within 250 feet of the site, where accessible. A written summary of the survey results shall be submitted to the City of Antioch Community Development Department. If nesting migratory birds or raptors are not identified during the surveys, further mitigation is not required.</u></p>	City of Antioch Community Development Department	Within 14 days prior to initiation of any ground-disturbing activities or tree removal that would occur during the breeding season (typically between February 1st and August 31st)	





# EXHIBIT A

Final SEIR  
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MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan				
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule Sign-off
4.1-5	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.	<p><u>If nesting migratory birds or raptors are identified during the surveys, an appropriate construction-free buffer shall be established. The actual size of the buffer, which would be determined by the qualified biologist, will depend on the species, topography, and type of activity that would occur in the vicinity of the nest. The project buffer shall be monitored periodically by the qualified biologist to ensure compliance. Construction or earth-moving activity shall not occur within the established buffer until determined by a qualified biologist that the young have fledged.</u></p> <p><u>4.1-5 Prior to any tree removal, an arborist report shall be prepared by a certified arborist and submitted to the City of Antioch Community Development Department for review and approval. In conjunction with submittal of the arborist report, a site plan showing all trees proposed for removal shall be submitted. All trees that are legally removed as part of the proposed project shall be replaced according to the following schedule, to the satisfaction of the City of Antioch Community Development Department:</u></p> <ol style="list-style-type: none"> <li><u>1. Each established tree: two 24-inch box trees.</u></li> <li><u>2. Each mature tree: two 48-inch box trees.</u></li> </ol> <p><u>The locations and sizes of the replacement trees shall be clearly shown on the final landscape plans, which shall be submitted to</u></p>	City of Antioch Community Development Department	Prior to any tree removal and the issuance of any building permit



# EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan					
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		<u>the City of Antioch Community Development Department for review and approval prior to building permit issuance for any future development within the project site.</u>			
K. Cultural Resources					
K1	Subsurface archaeological resources, including human remains, could be present at the project site.	<p><b>Mitigation Measure K1:</b></p> <p>K1a Initial ground-disturbing construction activities within the site boundaries shall be monitored by a qualified archeologist.</p> <p>A qualified archeological monitor shall be present during excavation and grading at site CA-CCo-691H. The monitor shall be capable of recognizing and assessing potential historic archeological resources should they be discovered during excavation or grading. Onsite monitoring should include the following:</p> <ul style="list-style-type: none"><li>In the event a potentially significant resource is uncovered during ground-disturbing activities, the machine operator should cease work until such time that the resource can be evaluated.</li><li>In the event the resource is found to be significant (or a feature is encountered), mechanical excavation in the area should cease temporarily until formal site recording or data recovery, and compliance with the provisions of CEQA Supplemental Document J, is performed under the supervision of an archeologist meeting</li></ul>	City of Antioch Community Development Department	During any ground-disturbing activities	



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		<p>the criteria of applicable federal regulations.</p> <ul style="list-style-type: none"><li>All archeological materials recovered shall be analyzed and reported upon in a manner consistent with state requirements and current professional standards.</li><li>Significant historical artifacts recovered during mitigation should be curated in a professional facility meeting current state and federal standards for curation.</li></ul>			
	K1b	<p>Section 7050.5(b) of the California Health and Safety Code should be implemented in the event that human remains, or possible human remains, are located. It states:</p> <p><i>In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his</i></p>	<p>City of Antioch Community Development Department</p> <p>County Coroner</p> <p>Native American Heritage Commission</p> <p>Most Likely Descendant</p>	<p>During any ground-disturbing activities</p>	



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		<p>or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.</p> <p>The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the Native American Heritage Commission within 24 hours. The Commission has various powers and duties to provide for the ultimate disposition of any Native American remains, as does the assigned Most Likely Descendant. Sections 5097.98 and 5097.99 of the Public Resources Code also call for "protection to Native American human burials and skeletal remains from vandalism and inadvertent destruction". To achieve this goal, it is recommended the construction personnel on the project be instructed as to the potential for discovery of cultural or human remains, and both the need for proper and timely reporting of such finds, and the consequences of failure thereof.</p>		
<b>L. Visual Resources</b>				
L1	Potential adverse impact on important visual resources of the site.	<p><b>Mitigation Measure L1:</b> Site planning and grading plans shall respect the integrity of the ridge that is an important visual resource of the planning area.</p> <p>The Draft Specific Plan has been particularly attentive to the retention of the ridge as an important aesthetic feature within FUA #2. The Specific Plan recognizes that some residential sites would about the ridgetop open space, and seeks means to assure that these edges be given a natural appearance. The Specific Plan sets forth guidelines (grading specifications and illustrations) to</p>	City of Antioch Community Development Department	Prior to the approval of any site plan or grading plan



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Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule	Sign-off
		provide guide site and grading plan review to assure that the intention of the Specific Plan - to maintain the visual quality and integrity of the ridge - will be achieved. The Specific Plan also calls for the improvement of the channel of East Antioch Creek as an amenity to future development.			
L2	Potential for elements of Specific Plan development to create adverse visual impacts or demonstrably negative aesthetic effects.	<b>Mitigation Measure L2:</b>  L2a Utilize site plan review and design review to mitigate any adverse aesthetic impacts of the Specific Plan.  The design provisions of the Specific Plan are intended to assure that the quality and appearance of development will not only satisfy the visual criteria of CEQA and the aesthetic standards of the City, but also the short- and long-term desire of residents for distinct and attractive neighborhoods. That has been a strong element in the evolution of the Specific Plan design guidelines, which will provide ongoing guidance to the Design Review Board, the City Planning Commission and the City Council as individual projects are proposed for consideration and approval once the Specific Plan is adopted.  The City's Design Review Board will be the principal implementing agency of the design guidelines in the Specific Plan. All projects and specific development that come before the Board will be considered in light of those guidelines. The Board may refine a project's	City of Antioch Community Development Department  City of Antioch Design Review Board	In conjunction with any site plan and design review	





# EXHIBIT A

Final SEIR  
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MITIGATION MONITORING AND REPORTING PROGRAM East Lone Tree Specific Plan				
Impact Number	Impact	Mitigation Measure	Monitoring Agency	Implementation Schedule Sign-off
		<p>site layout, building plans, landscaping, building design and handling of specific site and project features in the course of design review, to assure consistency of individuals projects with the direction adopted the Specific Plan.</p> <p>L2b The City of Antioch should take steps, as part of its participation in planning for the SR 4 Bypass, to assure that sound attenuation elements of the Bypass satisfy the city's design guidelines.</p>	City of Antioch Community Development Department	Completed
<b>Greenhouse Gas Emissions and Energy</b>				
4.2-2	<p>Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment, or conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.</p>	<p>4.2-2 The following requirements shall be noted on all future project improvement plans, subject to review and approval by the City of Antioch Community Development Department:</p> <ul style="list-style-type: none"> <li>Consistent with the BAAQMD's Buildings standard a., natural gas shall be prohibited in any structures proposed within the project site.</li> <li>Consistent with the BAAQMD's Transportation criterion b., future development on the project site shall be constructed to include electric vehicle (EV) parking spaces consistent with the most recently adopted CALGreen Code Tier 2 off-street EV requirements.</li> </ul>	City of Antioch Community Development Department	Prior to the approval of any project improvement plan



## **ATTACHMENT “B”**

### **RESOLUTION NO. 2024/\*\***

#### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE EAST LONE TREE SPECIFIC PLAN AMENDMENT**

**WHEREAS**, the City of Antioch (“City”) is proposing to approve a Specific Plan Amendment, which would be a text amendment known as the East Lone Tree Specific Plan Project (“Project”), to modify the approval process for commercial development within the four Regional Retail/Employment (CR/E) and Employment Retail (CE) designated parcels of the East Lone Tree Specific Plan (ELTSP) Area;

**WHEREAS**, the project site consists of an 87.82-acre site located in the eastern portion of the ELTSP Area on the eastern edge of the City of Antioch, California. The project site is bordered by the City of Oakley city limit to the east, the City of Brentwood city limit to the southeast, and the East Antioch Creek to the west. The site is identified by Assessor’s Parcel Numbers (APNs) 053-072-003, 053-072-025, 053-072-026, and 056-120-095. The parcels that comprise the project site are zoned Specific Plan (S-P) and are designated ELTSP Focus Area by the City’s General Plan. The majority of the project site is designated as CR/E, and a small portion of the site is designated CE;

**WHEREAS**, the Project would modify the approval process for commercial development within the four CR/E and CE designated parcels of the ELTSP Area. The City is proposing to no longer require approval of a Planned Development (PD) Rezone and would instead only require a Use Permit and Design Review approval by the City’s Planning Commission for commercial development within the CR/E and CE designated parcels of the Specific Plan. The Project would not involve specific development proposals at this time, and the Project would streamline future commercial development and minimize the need for further review under the California Environmental Quality Act (“CEQA”). The Project would also include an amendment to the ELTSP to require private Green Infrastructure facilities to be built as a result of the development of parcels;

**WHEREAS**, on August 13, 2024, the Antioch City Council certified the Supplemental Environmental Impact Report (SEIR) for the East Lone Tree Specific Plan Project as adequate for addressing the environmental impacts of the proposed project and adopting the California Environmental Quality Act (CEQA) Findings, Mitigation Measures, and a Mitigation Monitoring and Reporting Program (MMRP);

**WHEREAS**, the primary purpose of the Specific Plan Amendment is to facilitate economic development within the City of Antioch; facilitate commercial development in order to increase employment opportunities within Antioch; encourage a land use mix in Antioch that supports an economically vibrant and high amenity community; streamline future commercial project approvals consistent with the ELTSP; and minimize future California Environmental Quality Act review for commercial projects consistent with the ELTSP; and

**WHEREAS**, on July 17, 2024, the Antioch Planning Commission duly held a public hearing on the matter, and received and considered evidence, both oral and

documentary and recommended City Council approval of the East Lone Tree Specific Plan Amendment;

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

**WHEREAS**, on August 13, 2024, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary; and

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

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED**, that the City Council does hereby make the following findings for approval of the Specific Plan Amendment:

1. The proposed project conforms to the provisions and standards of the ELTSP because the proposed amendment is internally consistent with all other provisions of the ELTSP and does not conflict with any of the previously adopted Goals, Policies and Programs of the General Plan;
2. The proposed Amendment is necessary to implement the goals and objectives of the General Plan because the project will provide additional jobs and sales taxes to the City;
3. The proposed Amendment will not be detrimental to the public interest, convenience, and general welfare of the City because the Amendment will result in a logical placement of land uses consistent with the overall intent of the ELTSP; and
4. The proposed project will not cause environmental damage because the ELTSP SEIR determined that all potential environmental impacts would be less than significant with mitigations incorporated.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED**, that the City Council does hereby make the following findings for approval of the Specific Plan Amendment, as required in Section 9.5 of the ELTSP:

- A. Changes in the community have occurred since the adoption of the Specific Plan warranting an amendment as requested.

Since the adoption of the ELTSP, the majority of the Specific Plan area has been built out and the City of Antioch has grown substantially. The change in the processing of entitlements does not change the goals and objectives of the

plan, and instead creates an entitlement process that mirrors other areas of the City.

**B. The change will benefit the Specific Plan area.**

The Amendments will allow for the streamlining of future commercial projects and minimize future CEQA review for projects, which both further the goals of the ELTSP to develop commercial areas in the Specific Plan with commercial uses.

**C. The change is in conformance with the adopted General Plan.**

The project will provide additional jobs and tax revenue to the City, which will implement the goals and objectives of the General Plan. The proposed amendments are consistent with the ELTSP and the General Plan designation of Specific Plan.

**D. The change will not adversely affect adjacent properties and can be properly serviced.**

The change will not adversely affect adjacent properties because this is a procedural change to the processing of entitlements and does not authorize physical development of land or how it may be serviced. A public hearing will still be required giving adjacent property owners an opportunity to provide public comment regarding any future project.

**E. The physical constraints of the property are such that the change is warranted.**

The proposed changes are not physical in nature and rather related to processes. Therefore, this finding is not applicable to the project.

**NOW, THEREFORE, BE IT FURTHER RESOLVED AND DETERMINED**, that the City Council hereby APPROVES the Specific Plan Amendment removing the requirement of a Planned Development rezone approval for sites identified by APN 053-072-003, 053-072-025, 053-072-026, and 056-120-095 as set forth herein as Exhibit A. The CR/E and CE designated parcels would only require a Use Permit and Design Review approval by the City's Planning Commission for commercial development.

**RESOLUTION NO. 2024/\*\***

August 13, 2024

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\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13th day of August, 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



## Exhibit A

# Proposed East Lone Tree Specific Plan Text Amendment

## **ARTICLE 3: LAND USE**

### **SECTION 3.3: Land Use Districts**

All proposed developments within the ELTA shall comply with the procedures set forth in Section E.1 of the Zoning Ordinance for Planned Developments. Each such development shall comply with the land use provisions, design standards, and other elements of this Specific Plan. *(See also Section 3.5 for special land-use provisions relating to several of these districts.)*

- CR/E. Whereas the CR site is reserved for regional retail use only, the ~~two~~ CR/E sites may be developed for regional retail or employment. In addition, the following criteria must be met:
  - A maximum of two drive-throughs will be allowed, per existing parcel, resulting in eight total for the entire area.
  - Automotive uses are not allowed including gas stations, with the exception of regional auto dealerships, which could offer ancillary repair and maintenance services.
- CE Employment Retail. The employment retail district is the place for the restaurants and service providers that the employment center requires to function. It also, however, provides a sense of identity, vitality, and urbanity to what is otherwise a low, spread-out campus of largely internalized workplaces. The design of this retail place should create a human-scaled cluster of activity at the heart of the campus. In addition, the following criteria must be met:
  - A maximum of two drive-throughs will be allowed, per existing parcel, resulting in eight total for the entire area.
  - Automotive uses are not allowed including gas stations, with the exception of regional auto dealerships, which could offer ancillary repair and maintenance services.

### **SECTION 3.4: Site, Height and Density Criteria**

- (i) Each site with this designation shall be developed as a single project. While development of each project may be phased, it shall follow a single ~~master~~ plan for the entire site. Development on any portion of a site shall not be approved until an overall master plan is approved for the entire site as part of the required Use Permit and Design Review process. For the purposes of this provision, the term 'site' shall be defined as one or more contiguous parcels with the same designation, undivided by streets or other public lands.

## SECTION 3.5: Special Provisions

Certain of the districts described in 3.3 are subject to special provisions regarding permitted uses.

- CR Regional Retail. The future construction of the Route 4 Bypass and Laurel Road, and the widening of Lone Tree Way, do create the potential for regional retail development at these two interchanges. However, premature, suboptimal development could destroy this potential, both by precluding the land assembly required for a major regional center, and by degrading the image of the location with low-quality projects.

The ~~four parcel 3~~ sites designated CR or CR/E shall each be developed as a single project. While development on a CR or CR/E site may be phased, it shall follow a single master plan for the entire site. Development on any portion of a CR or CR/E site shall not be approved until ~~an overall-master~~ plan is approved for the entire site as part of the required Use Permit and Design Review process.

Given that it may be several years before ~~the Route 4 Bypass and/or~~ Sunset Drive ~~are-is~~ constructed, interim uses may be located in the CR or CR/E designations where planned construction of Sunset Drive will impact the sites. Interim uses are defined as those which are short term in nature, and which do not clearly fit the land use districts as defined in section 3.3. Such interim uses would be subject to use permit approval by the Planning Commission, and all required use permit findings must be made. In addition, the following criteria must be met:

- The use must be determined to be short term in nature, with the duration of the use being tied to the estimated timing for construction of ~~the Route 4 Bypass and/or~~ Sunset Drive.
- Guarantees must be included to ensure the removal of the use at the time specified in the use permit.
- The level of capital investment must be consistent with the short-term nature of the site.

## ARTICLE 9: SPECIFIC PLAN ADMINISTRATION

### SECTION 9.2: Development Entitlement Process

#### Planned Development Process:

All developments within the Specific Plan Area are required to go through the Planned Development Review process as determined by Section 23 of the Antioch Municipal Zoning Code. Exceptions to this requirement are identified in Section 9.4 and as described in CR/E and CE section below. The Planned Development ~~This~~ process requires the following major steps:

- A. The submittal and approval of a preliminary development plan. While optional under the Zoning Ordinance, this is a requirement of the Specific Plan.
- B. The submittal and approval of Planned Development Zoning and a Final Development Plan as specified in the Antioch Municipal Code (Section 23).
- C. The submittal and approval of a use permit for each phase of development as specified in the Antioch Municipal Code (Section 27).
- D. As a requirement in all Specific Plan updates and in compliance with the City's NPDES permit's C.3 provision, private Green Infrastructure facilities shall be built as a result of the development of parcels. Green Infrastructure is intended to improve storm water quality, reduce flood risk, and provide other environmental and health benefits to the City of Antioch. In addition, as part of the Design Review process and related street frontage improvements, the City of Antioch shall identify and pursue opportunities for Green Infrastructure on private and public property.

All of the discretionary actions required as part of the Final Development Plan process shall include a finding of consistency with the East Lone Tree Specific Plan consistent with State law.

In addition to the submittal requirement identified in the Antioch Municipal Code, for Preliminary and Final Development Plan identified in the Antioch Municipal Code, the following information shall be submitted:

- A cut and fill map showing proposed site grading with the Preliminary Development Plan.
- Conceptual architecture of residential units, including range of unit sizes with the Final Development Plan.
- Streetscape depicting typical mix of "garage forward" and "house forward" units with the Final Development Plan.
- Photo montages or other visual analysis shall be required at the discretion of the Planning Commission with the Preliminary or Final Development Plan.
- A phasing plan identifying the anticipated increments of development and the infrastructure proposed to be constructed as part of each phase.

#### **CR/E Regional Retail/Employment and CE Employment Retail**

**Development of four parcels zoned CR/E and CE (APNs 053-072-003, 053-072-025, 053-072-026, and 056-120-095) shall require a Use Permit and Design Review by**

the Planning Commission and not the Planned Development process described above. The Use Permit and Design Review process shall be as outlined in Articles 26 and 27 of the Antioch Municipal Code.

## **SECTION 9.6: Environmental Documentation**

The project level Environmental Impact Report (EIR) and Supplemental EIR certified for this Specific Plan are is intended to provide adequate environmental documentation for future projects in the area. This project level EIR and Supplemental EIR are is at a sufficient level of detail to serve as appropriate environmental documentation for subsequent Entitlements, except as noted below. The following policies will guide the determination of need for additional environmental information or if a further environmental determination is needed.

- A. An environmental determination will be required for Specific Plan amendments, which may result in a negative declaration or additional EIR work depending on the scope of the amendment as determined by the City.
- B. If it is determined that a development proposal will have environmental impacts not originally addressed in the project level EIR or Supplemental EIR, then additional environmental study or mitigation may be required.
- C. In cases where the certified EIR and Supplemental EIR for the Specific Plan calls for additional environmental information, this information will be provided as part of the application submittal process.

# East Lone Tree Specific Plan Amendment Project

***City Council  
August 13, 2024***



# ***Project Location***

- East Lone Tree Specific Plan Area located north of Lone Tree Way
- The four remaining parcels designated Regional Retail/Employment (CR/E) and Employment Retail (CE)



# ***Proposed Project***

- Proposed Specific Plan Amendment to no longer require approval of a PD rezone for CR/E and CE development
- Future CR/E and CE development would require Use Permit and Design Review
- Maximum of two drive-throughs allowed per property
- Prohibiting auto uses and gas stations except regional car dealerships

## ***Proposed Project***

- Each new development would need to comply with the land use provisions, design standards, and other elements of the specific plan
- The proposed Specific Plan Amendment would not modify any of the allowed uses or intensity of development of the specific plan.
- The proposed Specific Plan Amendment would streamline future commercial development.
- Future commercial development application would still be reviewed under CEQA to determine whether additional analysis would be required.

## ***Environmental Review***

- The East Lone Tree Specific Plan Environmental Impact Report (EIR) was certified by the City of Antioch City Council in August 1995
- A SEIR is required to evaluate only the changes in the project, changes in circumstances, or new information that led to the preparation of the further EIR

# ***Environmental Review***

- All chapters of the 1995 EIR remain applicable and the associated mitigation measures are still required, except for the following:
  - Biological Resources
  - GHG Emissions and Energy
  - Transportation
- Therefore, a new Mitigation Monitoring and Reporting Program has been prepared
- All potential impacts would be reduced to a less-than-significant level with mitigation



## ***Planning Commission Actions***

- On July 17, 2024, the Antioch Planning Commission held a public hearing regarding the proposed project.
- The City received public comments related to what level of environmental review would be needed for future development.
- Upon close of the public hearing, the Planning Commission recommend City Council approval of all of the requested entitlements.

## ***City Council Actions***

The Planning Commission recommends that the City Council:

1. Adopt the resolution certifying the East Lone Tree Specific Plan Supplemental Environmental Impact Report.
2. Adopt the resolution approving the East Lone Tree Specific Plan Amendment.



## STAFF REPORT TO CITY COUNCIL

**DATE:** Regular meeting of August 13, 2024

**TO:** Honorable Mayor and City Council

**SUBMITTED BY:** Michael Mellone, Police Lieutenant

**APPROVED BY:** Brian Addington, Interim Chief of Police

**SUBJECT:** Request to Overhire One Police Captain for the Remainder of Fiscal Year 2024/25

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to authorize the overhire of one Police Captain position for the remainder of fiscal year 2024/25.

### **FISCAL IMPACT**

The overhire of one Police Captain is expected to be covered with salary savings due to the tenure of the Interim Captain being part time and ending in December 2024.

### **DISCUSSION**

The Police Department is currently funded for two Police Captain positions. Presently, both positions are filled. One position is occupied by a Captain who is on long-term leave and expected to retire early next year. Additionally, there is a part-time Interim Captain whose tenure will end in December 2024. The absence of permanent leadership in these roles has created a critical need for an additional Police Captain to improve stability and manage day-to-day operations effectively.

To address these challenges and ensure the department continues to operate efficiently, the following key areas highlight the necessity for over hiring an additional Police Captain:

Leadership Continuity:

- The absence of a permanent Police Captain can significantly disrupt Police Department operations, particularly in managing complex investigations and overseeing administrative functions.
- The overhire will allow for seamless transition and continuity of leadership, ensuring that strategic goals and operational mandates are met without interruption.

Increased Operational Demands:

- The department is currently navigating multiple investigations by the California Department of Justice (CA DOJ) and the United States Department of Justice (US DOJ), as well as ongoing lawsuits.
- An additional Police Captain will enhance the Police Department's ability to manage these demands effectively, ensuring compliance and timely responses.

Strategic Oversight and Support:

- The role of the Police Captain is critical in providing oversight, direction, and support, particularly during periods of high turnover and recruitment.
- The additional position will enable more effective management and integration of new recruits, fostering a more robust and adaptable police force.

To ensure the Police Department continues to operate effectively and meets the demands of ongoing investigations and legal requirements, it is recommended that the City Council approve the overhire of one Police Captain position. This measure is vital to improving departmental stability, managing increased workloads, and providing adequate management of Police Department operations.

**ATTACHMENTS**

**A. Resolution**

**ATTACHMENT A**

**RESOLUTION NO. 2024/xx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE OVERHIRE OF ONE POLICE CAPTAIN POSITION FOR THE  
POLICE DEPARTMENT FOR THE REMAINDER OF FISCAL YEAR 2024/25**

**WHEREAS**, the Police Department is currently funded for two Police Captain positions, with one position vacant and the other occupied by a Captain who is on leave and expected to retire early next year;

**WHEREAS**, an Interim Captain is currently serving but will leave the department in December 2024, creating a critical need for leadership continuity; and

**WHEREAS**, the presence of two Police Captains is essential to provide adequate supervision, direction, and oversight for the Police Department.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the overhire of one Police Captain position for the remainder of fiscal year 2024/25.

\* \* \* \* \*

**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 13<sup>th</sup> of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN**

---

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





## STAFF REPORT TO CITY COUNCIL

**DATE:** Regular meeting of August 13, 2024

**TO:** Honorable Mayor and City Council

**SUBMITTED BY:** Michael Mellone, Police Lieutenant

**APPROVED BY:** Brian Addington, Interim Chief of Police

**SUBJECT:** Request to Add One Administrative Analyst I Position for the Police Department

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to approve the addition of one Administrative Analyst I position to the Police Department and the necessary FY2024/25 General Fund budget adjustment.

### **FISCAL IMPACT**

The estimated salary and benefit cost of an Administrative Analyst I position Step A to E is \$189,426 to \$222,718 and will require a General Fund budget amendment to fund the position.

### **DISCUSSION**

The Police Department is currently experiencing a significant increase in administrative workload due to ongoing investigations by the California Department of Justice (CA DOJ) and the United States Department of Justice (US DOJ), as well as lawsuits related to recent departmental issues. The addition of an Administrative Analyst is crucial to address the following areas:

#### **Enhanced Records Management**

- **Increased Documentation Needs:** The department is required to produce extensive records and documentation to comply with legal requests and inquiries from various investigative bodies.
- **Streamlining Processes:** An Administrative Analyst will help streamline records management processes, ensuring timely and accurate responses to external demands and minimizing the risk of non-compliance.

### Support for Policy Review and Development

- Ongoing Policy Updates: The department is undergoing extensive policy reviews and updates to align with best practices and legal requirements.
- Analytical Expertise: An Administrative Analyst will provide the analytical expertise needed to evaluate current policies, recommend improvements, and assist in implementing necessary changes.

### Assistance with Training Coordination

- High Volume of Training: Due to staffing shortages and strategic realignments, the department is conducting a high volume of training sessions for new and existing staff.
- Logistical Support: The Administrative Analyst will coordinate training schedules, manage logistics, and ensure that training programs are delivered effectively and efficiently.

### Financial Management and Budgetary Oversight

- Budget Monitoring: The position will involve monitoring departmental budgets and expenditures, providing critical insights to help optimize resource allocation.
- Cost-Effective Solutions: By identifying cost-saving opportunities and enhancing financial planning, the Administrative Analyst will contribute to the department's fiscal responsibility.

### Facilitating Communication and Collaboration

- Interdepartmental Coordination: The Administrative Analyst will act as a liaison between various departments and external agencies, facilitating clear communication and collaboration.
- Public Engagement: The position will also assist in managing community outreach and engagement efforts, ensuring that the department maintains a positive relationship with the public.

### Support for Recruiting and Hiring Efforts

- Addressing Staffing Crisis: The Police Department is actively engaged in significant recruiting and hiring efforts to end the ongoing staffing crisis. The Administrative Analyst will provide essential support in these endeavors.
- Streamlining Recruitment Processes: By analyzing and optimizing recruitment processes, the Administrative Analyst will help ensure timely and effective hiring of qualified candidates.
- Tracking Recruitment Metrics: The position will involve tracking recruitment metrics and outcomes, providing data-driven insights to improve hiring strategies and address staffing shortages more efficiently.

The addition of an Administrative Analyst position is a strategic investment necessary for the Police Department to manage its increased workload, ensure compliance with legal and regulatory requirements, and support the effective functioning of departmental operations. It is recommended that the City Council approve the addition of this position, along with the necessary FY2024/25 General Fund budget adjustment, to sustain the department's long-term operational efficiency and effectiveness.

### **ATTACHMENTS**

#### A. Resolution

**ATTACHMENT A**

**RESOLUTION NO. 2024/xx**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE ADDITION OF ONE ADMINISTRATIVE ANALYST I POSITION  
FOR THE POLICE DEPARTMENT AND THE NECESSARY FY2024/25 GENERAL  
FUND BUDGET ADJUSTMENT**

**WHEREAS**, the Police Department is experiencing an increased workload due to ongoing investigations by the California Department of Justice (CA DOJ) and United States Department of Justice (US DOJ), as well as lawsuits related to recent department scandals;

**WHEREAS**, the addition of one Administrative Analyst I position is necessary to facilitate the production of records and manage the increased administrative burden associated with these investigations and legal actions;

**WHEREAS**, the Administrative Analyst I will provide critical support for the department's significant recruiting and hiring efforts to address the ongoing staffing crisis, thereby enhancing the department's operational capacity and effectiveness;

**WHEREAS**, the position will also support policy review and development, training coordination, budgetary oversight, and facilitate interdepartmental and public communication; and

**WHEREAS**, the General Fund budget adjustment will range from \$189,426 to \$222,718, depending on the step at which the position is hired.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the addition of one Administrative Analyst I position in the Police Department and the necessary FY2024/25 General Fund budget adjustment.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 13<sup>th</sup> of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

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

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** Approving the Disposition of Real Property located at 275 W Tregallas Rd, Antioch, CA (APN 071-050-047); Authorizing Acting City Manager to Execute the Purchase and Sale Agreement and Joint Escrow Instructions with Delta Learning Center; Approving Certain Related Actions; and Making CEQA Exempt Findings

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. approving the disposition of the real property located at 275 W Tregallas Road, Antioch, California (APN 071-050-047) ("Property");
2. authorizing the Acting City Manager to execute the Purchase and Sale Agreement and Joint Escrow Instructions with Delta Learning Center for disposition of the Property with a purchase price in the amount of One Dollar (\$1.00) with certain reservations of rights and deed use restrictions; and
3. making a finding that the disposition of the Property is found to be categorically exempt from environmental review under the California Environmental Quality Act (CEQA).

**FISCAL IMPACT**

This action results in \$1.00 revenue for the amount of the purchase price.

**DISCUSSION**

The Property is located at 275 W Tregallas Road, Antioch, CA and consists of approximately 18,600 square feet (0.427 acres) of land. In 1988, the City, as Lessor, and the Delta Learning Center ("DLC"), as Lessee, entered into that certain Ground Lease Agreement whereby DLC leased the land and subsequently made certain improvements to the Property, including a one-story building, a parking lot and related improvements for the purpose of operating a center for serving the educational needs of and providing academic guidance to children and adults in the community ("Current Use"). The



disposition of this Property is for the land only and specifically excludes the improvements made by DLC.

The disposition of this property at the purchase price of \$1.00 is subject to certain covenants and deed restrictions pertaining to the use of the Property, namely DLC must continue the Current Use of the Property and DLC covenants for itself and its successors and assigns that if DLC desires to change the use or sell the Property coupled with a change of use, DLC, its successors and assigns, must pay the City the appropriate Consideration (as defined below) for the City to remove the deed use restriction by quitclaim deed.

The City, as the Grantor, reserves and retains the right to remove the deed use restrictions imposed upon the title to this Property. Grantee, its successors and assign, shall have a right to change the Current Use of the Property provided the City of Antioch is paid the then appraised value for the Property and pursuant to the procedures provided in the Grant Deed before the Current Use is changed or the Property sale coupled with a change of the Current Use were to occur. The City and Delta Learning Center have signed a Notice of Intent pertaining to the purchase and sale of the Property whereby the parties tentatively agreed on the purchase price and the deed restriction pertaining to the Current Use which is subject to approval of the City Council.

The sale of this Property is for a common benefit of serving the public in meeting the educational needs of the residents and members of this community. Below provides a description of Delta Learning Center's mission and demonstrates its commitment to the community.

Delta Learning Center ("DLC") and the Board of Directors ("Board") are committed to incorporating the values of diversity, equity, inclusion, and belonging in the daily operations of its organization. With a diverse Board and staff, Delta Learning Center will have varied perspectives and better ideas to help solve the complex educational issues within the ever increasingly diverse clientele and community. The Board and staff are committed to helping every student meet their full academic and social potential and will assist in addressing the educational achievement gap by addressing potential barriers to education, which might include receiving quality tutoring at an affordable cost.

Since 1976, the DLC has been providing individualized one-on-one tutoring to thousands of students in East Contra Costa County to students of all ages and subject areas. Their program population covers a wide range of students from TK to college. However, most of their population is elementary school students with needs in English/ Language Arts (ELA), and high school math. DLC provides specialized tutoring to students who have an individual learning plan and may have special needs or learning disabilities.

At Delta Learning Center, they aim to provide a more positive and optimistic educational future. Approximately 36% of their students are low income with learning disabilities and the demographics are: 27% African American, 24% Latino, 3% White, and 10% Asian. DLC's tutoring scholarship program allows them to reach out to families in this community that would otherwise not be able to afford tutoring services. Through this program DLC

can expand its effectiveness in the community and serve a more economically diverse community.

The requirements of the Surplus Lands Act (Government Code Section 54220 et seq.) were satisfied prior to this proposed sale. On January 13, 2023, the City Council for the City of Antioch adopted Resolution No. 2023/04 identifying a number of city-owned properties as surplus land and amending its Surplus Property List in accordance with California Government Code Sections 54220-54234. The property to be sold to the Delta Learning Center was on this list. The City's Notice of Availability/Offer to Sell Surplus Property letter dated February 2, 2023 for this Property was submitted to the California Department of Housing and Community Development. The City did not receive any other offers to purchase this Property in response to its NOA letter before April 2, 2023 (the sixtieth (60<sup>th</sup>) day following the NOA letter).

The disposition of the Property has been reviewed and determined to be exempt from the California Environmental Quality Act pursuant to State CEQA Guidelines Sections 15312, Surplus Government Property Sales and 15061(b)(3), Common Sense Exemption. The proposed disposition is merely for the sale of the fee interest in real property that has been deemed as surplus property, the property does not have significant value for wildlife habitat or other environmental purposes, the property is a unique shape, the Property will continue to be used in the same manner as it is currently being used and it can be seen with certainty that there is no possibility that the activity in questions will have a significant effect on the environment.

### **ATTACHMENTS**

- A. Resolution
- B. Exhibit A to Resolution - Depiction of Property
- C. Exhibit B to Resolution - Purchase and Sale Agreement and Joint Escrow Instructions
- D. Letter of Intent

## **RESOLUTION NO. 2024/XXX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE DISPOSITION OF REAL PROPERTY LOCATED AT 275 W. TREGALLAS ROAD, ANTIOCH, CALIFORNIA (APN 071-050-047); AUTHORIZING ACTING CITY MANAGER TO EXECUTE THE PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH DELTA LEARNING CENTER; APPROVING CERTAIN RELATED ACTIONS; AND MAKING CEQA EXEMPT FINDINGS**

**WHEREAS**, pursuant to California Government Code Section 37350, the City of Antioch ("City") may dispose of real property, by a negotiated agreement with a prospective buyer for the sale of the real property, and dispose of it for the common benefit;

**WHEREAS**, the City of Antioch, is the owner of that certain real property located at 275 W Tregallas Road, Antioch, California, consisting of approximately 0.427 acres of land (18,600 sq. ft.), as depicted in the attached **Exhibit A** (the "Property");

**WHEREAS**, on March 22, 1988, the City and the Delta Learning Center ("DLC") entered into that certain Lease Agreement ("Lease") whereby the City ground leased the Property to DLC and granted the right to make certain improvements on and to the Property, for the public benefit and purpose of DLC operating a learning center for serving the educational needs of and providing academic guidance to children and adults in the community;

**WHEREAS**, DLC has constructed certain improvements on the Property at its own costs, including a one-story building, parking lot and related improvements ("Improvements"), and per the terms of the Lease, DLC would remain the owner of the Improvements, except in the event that DLC abandoned or vacated the Property for a period of one year or more;

**WHEREAS**, the City desires to sell the Property, which is the land only and specifically excludes the Improvements owned by DLC, to the DLC and the DLC desires to purchase the Property from the City pursuant to the negotiated terms and conditions of that certain Purchase and Sale Agreement and Joint Escrow Instructions between the City and DLC, and upon disposing of the Property, DLC intends to continue to use the Property for the common benefit and purpose of operating a center for serving the educational needs of and providing academic guidance to children and adults in the community ("Current Use");

**WHEREAS**, as a material inducement for the City to sell the Property for the nominal consideration of One Dollar (\$1.00), DLC must agree to purchase the Property subject to certain deed use restrictions and covenants that DLC must continue to use the Property for the purpose of operating a center for serving the educational needs of and providing academic guidance to children and adults in the community and in the event that DLC, its successors or assigns, desire to change the Current Use or sell and change the Current Use of the Property, DLC, its successors or assigns, must pay the

City of Antioch the then appraised value of the Property to the City on or before the change of Current Use or Sale with Change of Current Use would occur in exchange for release of the deed use restrictions;

**WHEREAS**, the proposed disposition of the Property is for the common benefit of the City, DLC, the residents of the City and members of the community at large and are in accordance with the public purposes set forth in applicable law;

**WHEREAS**, the City satisfied the requirements of the Surplus Lands Act pertaining to the disposition of the Property by adopting Resolution No. 2023/04 identifying a number of city owned properties as surplus land and amending its Surplus Property List in accordance with California Government Code Sections 54220-54234, which included this Property, and by submitting its Notice of Availability/Offer to Sell Surplus Property letter dated February 2, 2023 for this Property to the California Department of Housing and Community Development;

**WHEREAS**, the City did not receive any other offers in response to its Notice of Availability Letter before the sixtieth day (April 2, 2023) to purchase the Property;

**WHEREAS**, the disposition of the Property is categorically exempt from environmental review under the California Environmental Quality Act ("CEQA") based on the findings further set forth in this Resolution;

**WHEREAS**, the City Council has reviewed this Resolution and now desires to approve the disposition of the Property and the Purchase and Sale Agreement and Joint Escrow Instructions, attached to this Resolution as **Exhibit B**, to dispose of the Property for the common benefit and to authorize certain related actions, based on the findings and justifications contained in this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby find, determine, and order as follows:

**SECTION 1:** The above recitals are true and correct and are a substantive part of this Resolution and findings of the City Council.

**SECTION 2:** The City determines that this Resolution and the actions authorized hereunder are categorically exempt from environmental review pursuant to State CEQA Guidelines Section 15312, Surplus Government Property Sales; and Section 15061(b)(3), General Rule Exemption; which categorical exemptions applies to the sale of surplus real property because the proposed disposition is merely selling the fee interest in government surplus real property, the Property does not have significant values for wildlife habitat or other environmental purposes, the Property is a unique shape, the Property will continue to be used in the same manner as it is currently being used, and it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment.

**SECTION 3:** The disposition of the Property for \$1.00 subject to certain covenants and deed restrictions pertaining to use and reservations of rights in favor of the City and the Purchase and Sale Agreement and Joint Escrow Instructions between the City and Delta Learning Center, attached hereto as **Exhibit B**, for the purchase and sale of the Property to the Delta Learning Center for the common benefit and purposes is hereby approved and may be executed in substantially the same form as the attached **Exhibit B**, subject to changes as may be approved by the City Attorney.

**SECTION 4:** The Acting City Manager is authorized and directed to execute the Purchase and Sale Agreement and Joint Escrow Instructions in a form approved by the City Attorney and to take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution.

**SECTION 5:** The City Council directs Staff to file a Notice of Exemption with the County Clerk for the County of Contra Costa within five (5) working days of the date of this Resolution.

**SECTION 6:** If any section, subsection, paragraph, sentence, clause, or phrase of this Resolution is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this Resolution.

**SECTION 7:** This Resolution shall become effective immediately upon adoption and the City Clerk shall certify to the adoption of this Resolution.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



**EXHIBIT A**  
**DEPICTION OF PROPERTY**

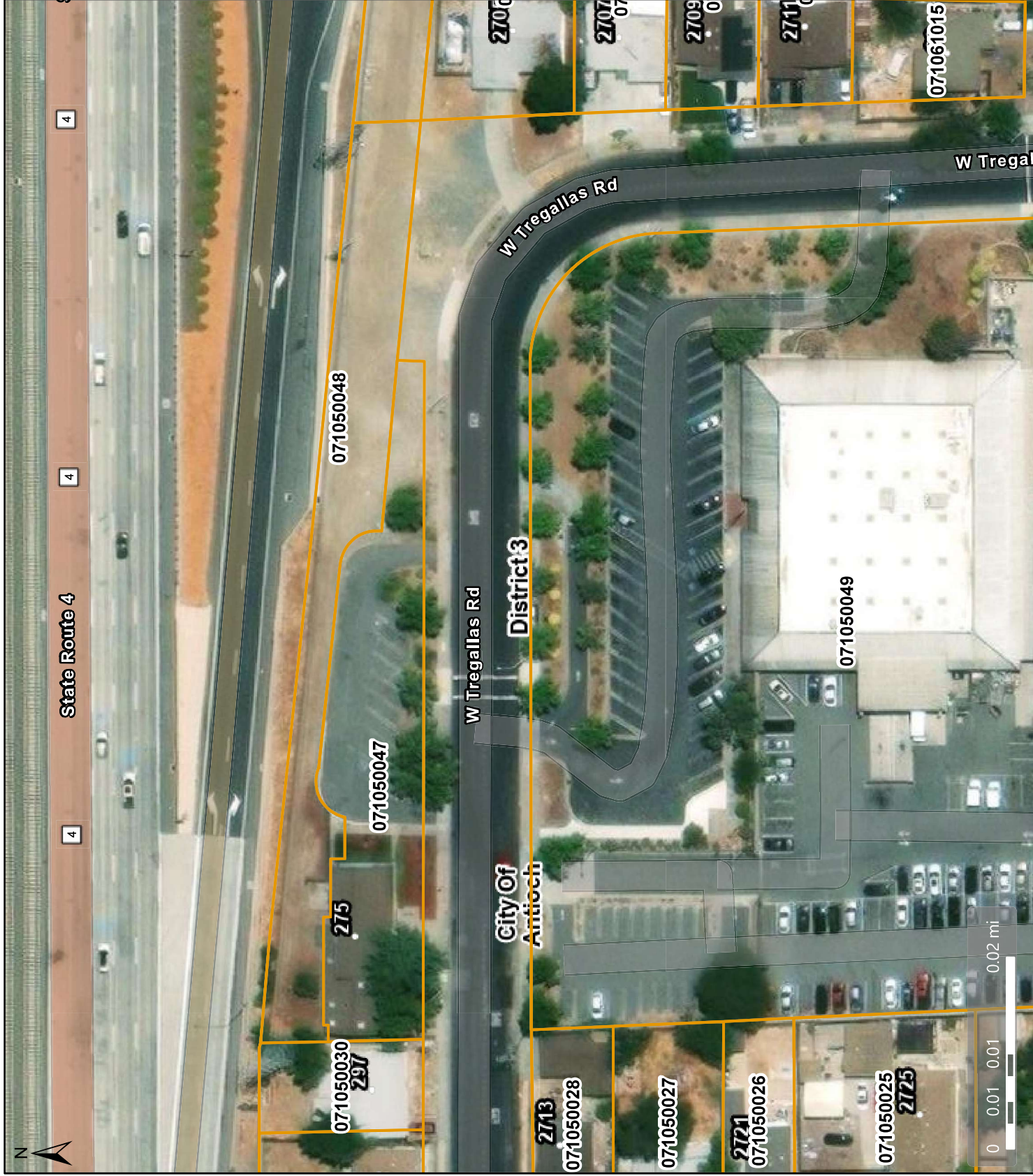
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071-050-047

EXHIBIT A- PROPERTY DEPICTION

ATTACHMENT B



Map Legend

Assessment  
Parcels

Planning Layers  
(DCD)

City Limits

Board of  
Supervisors'

Districts

Base Data

Address Points

DOT  
GIS  
CONTRA COSTA COUNTY

This map is a user generated, static output from an internet mapping application and is intended for reference use only. Data layers that appear on this map may not always be available in the same format or at the same scale. THIS MAP IS NOT TO BE USED FOR NAVIGATION. CDMAP is maintained by Contra Costa County Department of Information Technology, County GIS. Data layers contained within the CDMAP application are provided by various Contra Costa County Departments. Please direct all data inquiries to the appropriate department.

Spatial Reference

PCS: WGS 1984 Web Mercator Auxiliary Sphere  
Datum: WGS 1984

Credits: Contra Costa County Department of Conservation and Department, Maxar, Microsoft, Esri, Community Maps Contributors, City of Antioch, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA

**EXHIBIT B**

**PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTION**

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ATTACHMENT C

EXHIBIT B

**PURCHASE AND SALE AGREEMENT**  
**AND JOINT ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2024 for reference purposes only, by and between the City of Antioch, a California municipal corporation (“**Seller**”), and Delta Learning Center, a California nonprofit public benefit corporation (“**Buyer**”). The date upon which both Buyer and Seller have executed this Agreement and delivered the same to one another, shall hereinafter be referred to as the “**Effective Date**”.

RECITALS

A. Seller is the owner of certain real property located in the City of Antioch, County of Contra Costa, State of California, consisting of approximately 18,600 square feet (.427 acre) parcel of land, commonly known as 275 W Tregallas Road, Antioch, California, 94509, with Assessor’s Parcel Number 071-050-047, which is more particularly legally described in **Exhibit A** (“**Land**”), and related appurtenances.

B. Buyer has made certain improvements to the Land, at Buyer’s sole cost, including a one-story commercial building located at the above referenced address, (“**Building**”), containing together with storage buildings, parking lot and other related improvements (collectively, the “**Improvements**”), during the time after Buyer had leased the Property from Seller pursuant to that certain Lease Agreement dated March 22, 1988 (“**Lease**”). Pursuant to the Lease, Buyer is the owner of those certain Improvements unless Buyer abandons or vacates the Property for a year or more.

C. Buyer has used and operated on the Property a learning center for serving the educational needs of and providing academic guidance to children and adults in East Contra Costa County.

D. The purchase and sale of the Property is in the vital and best interests and welfare of the public and serves a common benefit and purpose by conveying the Land to Buyer with a deed use restriction to ensure that the Property continues to be used as a center for serving the educational needs of and providing academic guidance to children and adults in the community.

E. Seller desires to sell and Buyer desires to purchase the Property, pursuant to the terms and conditions in this Agreement, including, among other things, that it is material to the Seller agreeing to the disposition of the Property for the Purchase Price (as described below) amount by the Buyer that the Buyer covenants, for itself and its successors and assigns, and agrees that the conveyance is subject to certain deed restrictions pertaining to use, as more specifically described below.

**IN CONSIDERATION** of the respective agreements hereinafter set forth, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Purchase and Sale of Property. The above recitals are hereby incorporated as a part of this Agreement. Seller hereby agrees to sell “AS-IS” and convey to Buyer, and Buyer hereby agrees to purchase from Seller, subject to the terms and conditions set forth herein, the following (collectively, the “**Property**”):

(a) Land. As described in Recital A.

(b) Appurtenances. All rights, privileges, easements of record or appurtenances to or affecting the Land (collectively, the “**Appurtenances**”).

The Land and the Appurtenances shall collectively be referred to in this Agreement as the Property. The Property expressly excludes from the purchase and sale of the Property the following: 1) the Improvements that were made and are presently owned by the Buyer, 2) any and all tangible personal property owned by Buyer; and 3) any and all intangible property owned by Buyer, that is located on or in or is used in connection with the use or operation of any of the Property.

2. Purchase Price. As a material inducement to Seller agreeing to selling the Property for the Purchase Price stated herein this Section 2, the Buyer covenants and agrees, for itself and its successors and assigns, to purchase the Property subject to a reservation of rights in favor of the Seller and certain deed restrictions requiring that Buyer, its successors and assigns, to continue to use the entire Property as a learning center for serving the educational needs of and providing academic guidance to children and adults in the community; to take all necessary actions to ensure that the entire Property continues to be used in the same manner and use as it is currently being used; and in the event that the Buyer, any of its successors or assigns, desires to change the use of the Property or to sell the Property coupled with an intention to change the use of the Property (collectively, the “**Use Restrictions**”), Buyer agrees and covenants on behalf of the Buyer, its successors and assigns, to pay to the City of Antioch the then appraised value for the Property as consideration for the City’s removal of such Use Restrictions prior to any change of use or disposition and change of use, subject to the procedure provided in the Deed and pursuant to the terms, conditions and covenants described in Section 11 herein this Agreement.

(a) The purchase price for the Property (“**Purchase Price**”) shall be One and No/100 Dollar (\$1.00).

(b) The Purchase Price shall be paid as follows:

(i) Within three (3) days following the Effective Date, Seller and Buyer shall open an escrow in connection herewith (“**Escrow**”) at [NAME} Title company [INSERT ESCROW OFFICER NAME AND CONTACT INFORMATION] (“**Escrow Holder**”), and Buyer shall deposit into Escrow the Purchase Price amount of One and No/100 Dollars (\$1.00) (“**Deposit**”) in cash or other immediately available funds.

(ii) The Deposit shall be held by Escrow Holder in an interest-bearing account for the benefit of Buyer in accordance with this Agreement.

(iii) If the Closing (as defined herein) as contemplated hereunder should occur, then the Deposit will be paid by the Escrow Holder to Seller at the Closing, and the Deposit will be credited against the Purchase Price payable by Buyer to Seller at the Closing.

(iv) If this Agreement is not terminated prior to the expiration of the Feasibility Period, the Deposit shall be nonrefundable to Buyer, except that if this Agreement is terminated prior to the Closing due to Seller's default or the failure of any of the Conditions Precedent (as defined herein) or as expressly set forth herein, then the Deposit shall be returned to Buyer. The Deposit shall be applied to the Purchase Price at the Closing.

(v) On or before the Closing, if this Agreement has not been earlier terminated, Buyer shall deposit into Escrow cash or other immediately available funds in the amount of the balance of the Purchase Price and sufficient funds to cover Buyer's costs and fees (the "**Closing Amount**"). The Closing Amount shall be applied towards the Purchase Price at the Closing.

3. Title to the Property. At the Closing, Seller shall cause to be conveyed to Buyer fee simple title to the Property by duly executed and acknowledged grant deed substantially in the form attached hereto as **Exhibit B** and incorporated herein by this reference (the "**Deed**"). As used in this Agreement, Closing (the "**Closing**") shall be deemed to occur upon the recording of the Deed. Evidence of delivery of fee simple title shall be the issuance by Escrow Holder to Buyer of an ALTA standard coverage owner's policy of title insurance in the amount of the Purchase Price, insuring fee simple title to the Property in Buyer, subject only to such exceptions as Buyer shall have approved as provided below (the "**Title Policy**"). The Title Policy shall provide full coverage against mechanics' and materialmen's liens and shall contain such special endorsements as Buyer may reasonably require, including, without limitation, any endorsements required as a condition to Buyer's approval of any title exceptions (the "**Endorsements**"). Within five (5) business days following the opening of Escrow, Seller shall request and order the issuance of a preliminary title report with respect to the Property, together with copies of all underlying documents referenced therein (collectively, the "**Preliminary Report**"), to be prepared by the Escrow Holder and delivered to Buyer. No later than fifteen (15) business days after receipt of the Preliminary Report, Buyer shall give written notice to Seller of any items contained in the Preliminary Report which Buyer disapproves ("**Buyer's Disapproval Notice**"). Failure of Buyer to notify Seller of Buyer's disapproval of all or any item on the Preliminary Report shall be deemed to be an approval by Buyer of such item(s). In any event, Seller covenants to remove as exceptions to title prior to the Closing, only any mortgages, deeds of trust, and other monetary encumbrances that were taken out, created or caused by Seller (collectively, "**Disapproved Seller Liens**") that may be shown on the Preliminary Report except for real property taxes, special assessment liens and any tax assessments not delinquent or not yet due. Seller shall not be liable or responsible whatsoever for any mortgages, deeds of trust, and other monetary encumbrances that were taken out, created or caused by the Buyer during any time Buyer, as Lessee under or since the Lease commencement, or related to Buyer's leasehold interest in the Property ("**Buyer Liens**"), including without limitation, payment, satisfaction or removal of Buyer Liens. Buyer is solely responsible for the Buyer Liens. Buyer shall indemnify, defend and hold harmless, the Seller, its officers, officials, City Council, employees, agents, representatives and volunteers, from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to attorneys' fees and



court costs, as a result of or related to the acts or omissions of Buyer related to its use, occupation or leasehold interest in the Property or arising out of this Agreement. Seller shall notify Buyer no later than ten (10) business days after receipt of Buyer's Disapproval Notice whether it elects to remove such other items disapproved by Buyer. If by the expiration of the Feasibility Period, there remain exceptions to title which have not been modified to the satisfaction of Buyer and/or removed prior to the Closing Date, then Buyer may elect to do either of the following by the expiration of the Feasibility Period: (i) accept such exceptions and proceed to take title to the Property subject to such exception(s); or (ii) this Agreement may be terminated in accordance with Section 4(b). In the event Buyer elects to terminate this Agreement pursuant to this Section 3, neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

4. Feasibility.

(a) Buyer acknowledges and agrees that Buyer is presently in possession of and has had access and use to the Property since 1988. Due to Buyer's long term occupation of the Property, Buyer may choose to waive the Feasibility Period by giving express notice of such waiver to Seller and Escrow Holder within five (5) days of the Effective Date of this Agreement. From and after the Effective Date until the Closing or earlier termination of this Agreement and for purposes of conducting such physical inspections and investigations of the Property as Buyer deems necessary (the "**Inspections**"), Buyer may conduct the Inspection. Seller's representative may be present with Buyer or Buyer's representative during such Inspections to the Property. The Inspections and investigations may include, without limitation, (i) a review of existing zoning, entitlement, planning or similar issues applicable to the Property; (ii) a review of the physical condition of the Property and the systems serving the Property; (iii) a review of the environmental condition of the Property, including a Phase I environmental site assessment and any proposal regarding a Phase II environmental site assessment. Buyer agrees not to conduct or cause to be conducted a Phase II environmental site assessment without the prior written consent of Seller. Buyer's Inspections and investigations shall be governed by Section 14.

(b) As used herein, the term ("**Feasibility Period**") shall refer to a period of time to expire at 5:00 p.m., California time, on the thirtieth (30<sup>th</sup>) calendar day following the Effective Date; provided, however, that if the 30<sup>th</sup> day is a Saturday, Sunday or holiday on which banking institutions are closed in the State of California, then the Feasibility Period shall expire on the following business day. Buyer may elect, by written notice to Seller at any time prior to the expiration of the Feasibility Period, to terminate this Agreement, which election shall be in Buyer's sole and absolute discretion. If Buyer desires to terminate this Agreement pursuant to this Section 4(b) then before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of Buyer's election to terminate (the "**Buyer's Notice to Terminate**"). If Buyer desires to proceed with the purchase of the Property subject to the remaining conditions set forth in this Agreement, then on or before the expiration of the Feasibility Period, Buyer shall deliver written notice to Seller of such election to proceed (the "**Buyer's Notice to Proceed**"), electing to waive Buyer's right of termination pursuant to this Section 4(b) and proceed with the Closing subject to the remaining conditions set forth in this Agreement. If Buyer fails to deliver either Buyer's Notice to Terminate or Buyer's Notice to Proceed to Seller prior to the expiration of the Feasibility Period, then Buyer shall be deemed to have elected to proceed with this Agreement

and the Closing. In the event of the termination of this Agreement pursuant to this Section 4(b), neither party shall have any further obligations to the other hereunder (except under provisions of this Agreement which specifically state that they survive termination).

(c) In the event Buyer elects to terminate this Agreement pursuant to Section 4(b), or if Closing does not occur for any reason, Buyer shall return all Seller's Deliveries to Seller. Buyer further agrees that prior to Closing, Buyer shall provide Seller with copies of all studies, reports, appraisals and other materials commissioned by or prepared for Buyer relating to or regarding the Property ("**Buyer's Reports**"), at no cost to Seller.

5. Seller's Deliveries. Since Buyer has been in possession of the Property since 1988, Buyer acknowledges that Seller does not have in its possession, under its control or accessible to Seller, any materials regarding the Property to deliver to Buyer. Notwithstanding the foregoing, Seller shall deliver or cause to be delivered a Natural Hazards Disclosure Report to Buyer ("**Seller's Deliveries**"). Seller makes no representation whatsoever about the content, accuracy, completeness or value of any of Seller's Deliveries. All Seller's Deliveries will be provided to Buyer without warranty from Seller regarding the accuracy or completeness of the information contained therein, and such documents may or may not be assignable to Buyer. Buyer assumes all risk of reviewing and understanding any and all information contained in Seller's Deliveries.

6. Conditions to Seller's Obligations. Seller's obligations hereunder, including, but not limited to, its obligation to consummate the purchase transaction provided for herein, are subject to the satisfaction of each of the following conditions, each of which is for the sole benefit of Seller and may be waived by Seller in writing in Seller's sole and absolute discretion:

(a) Buyer shall not be in default under this Agreement.

(b) Each representation and warranty made in this Agreement by Buyer shall be true and correct in all material respects at the time as of which the same is made and as of the Close of Escrow.

7. Conditions Precedent to Closing. The following are conditions precedent to Buyer's obligation to purchase the Property (the "**Conditions Precedent**"). The Conditions Precedent are intended solely for the benefit of Buyer and may be waived only by Buyer in writing in Buyer's sole discretion. In the event any Condition Precedent is not satisfied, Buyer may, in its sole discretion, terminate this Agreement, subject to the provisions of Section 8.

(a) Buyer's approval of the Property pursuant to the terms in Section 4(b) in this Agreement.

(b) Escrow Holder shall be unconditionally committed to issue the Title Policy to Buyer upon the Closing in the form and with such exceptions and endorsements as have been approved, or are deemed approved, by Buyer as provided in Section 3 above.

(c) Seller shall have complied with all of Seller's duties and obligations contained in this Agreement and all of Seller's representations and warranties contained in or

made pursuant to this Agreement shall have been true and correct when made and shall be true and correct as of the Closing Date.

8. Intentionally Deleted.

9. Escrow; Closing, Prorations.

(a) Upon mutual execution of this Agreement, the parties hereto shall deposit an executed counterpart of this Agreement with Escrow Holder and this Agreement shall serve as instructions to Escrow Holder for consummation of the purchase contemplated hereby. Seller and Buyer agree to execute such supplemental Escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement, provided such supplemental Escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time. In the event of any conflict between the provisions of this Agreement and any supplementary Escrow instructions signed by Buyer and Seller, the terms of this Agreement shall control.

(b) The Closing shall take place (the “**Closing Date**”) on or before the date that is fifteen (15) days following the later date of: 1) expiration of the Feasibility Period or as may be extended as provided below or, forty (40) days after the date Escrow was opened in the event the Buyer waives the Feasibility Period.

(c) At or before the Closing, Seller shall deliver to Escrow Holder or Buyer the following:

(i) the duly executed and acknowledged Deed for the Property;

(ii) a duly executed affidavit that Seller is not a “foreign person” within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986 in the form attached as **Exhibit C** and incorporated herein by this reference together with a duly executed non-foreign person affidavit and evidence that Seller is exempt from the withholding obligations imposed by California Revenue and Taxation Code Sections 18805, 18815, and 26131;

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Seller have been duly authorized and executed on behalf of Seller and constitute valid and binding obligations of Seller;

(iv) any other documents which the Escrow Holder may reasonably require from Seller in order to close Escrow which do not increase Seller's liability or obligations hereunder;

(v) a closing statement in form and content satisfactory to Buyer and Seller (the “**Closing Statement**”) duly executed by Seller; and

(vi) any other instruments, records or correspondence called for hereunder which have not previously been delivered.

(d) At or before the Closing, Buyer shall deliver to Escrow Holder or Seller the following:

(i) the Closing Statement, duly executed by Buyer;

(ii) the Closing Amount, including funds sufficient for the closing costs, fees and title insurance as further described below; and

(iii) evidence reasonably acceptable to Escrow Holder that the documents delivered by Buyer have been duly authorized and executed on behalf of Buyer and constitute valid and binding obligations of Buyer.

(e) Seller and Buyer shall each deposit such other instruments as are reasonably required by Escrow Holder or otherwise required to close the Escrow and consummate the purchase of the Property in accordance with the terms hereof.

(f) The following are to be paid by Buyer or Seller or apportioned as of the Closing Date, as follows:

(i) General real property taxes for the year in which Closing occurs together with assessments, property operating expenses, utilities and other recurring costs relating to the Property shall be paid by Buyer as of the Closing Date.

(ii) Costs and expenses of Escrow incurred in this transaction shall be paid as follows:

(1) Buyer shall pay all sales, use and documentary transfer taxes if any that may be due (except as provided in Subparagraph (ii)(4) below);

(2) Buyer shall pay the premium for a standard ALTA coverage owner's policy of title insurance; or Buyer shall pay the premium for any extended ALTA coverage if desired by Buyer;

(3) Buyer shall pay all the Escrow fees, recording fees and related expenses;

(4) Buyer shall pay any city or county transfer taxes due;

(5) all other costs of escrow shall be paid by Buyer.

(iii) The provisions of this Subparagraph (f) shall survive the Closing.

10. Representations, Warranties and Covenants of Seller. As of the date hereof and again as of Closing, Seller represent and warrants to Buyer as follows:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of California. This Agreement and all documents executed by Seller which are to be delivered to Buyer at the Closing are and at the time of Closing will be duly authorized,

executed and delivered by Seller, are and at the time of Closing will be legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) No Action. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending against Seller, nor are any such proceedings contemplated by Seller;

(c) No Representations as to Property. There are no representations, agreements, arrangements, or circumstances, oral or written, between the parties relating to the subject matter contained in this Agreement that are not fully expressed in the Agreement, and Seller has not made and does not make any representation or warranty concerning any matter or thing affecting or relating to the Property, including but not limited to its fitness for a particular use, its physical condition or any other matter; and

(d) Sale "AS-IS". Subject to Seller's representations and warranties contained herein, Buyer's election to purchase the Property will be based upon and will constitute evidence of Buyer's independent investigation of the Property, its use, development potential and suitability for Buyer's intended use, including (without limitation) the following: the feasibility of developing the Property for the purposes intended by Buyer and the conditions of approval for any subdivision map; the size and dimensions of the Property; the availability, cost and adequacy of water, sewerage and any utilities serving or required to serve the Property; the presence and adequacy of current or required infrastructure or other improvements on, near or affecting the Property; any surface, soil, subsoil, fill or other physical conditions of or affecting the Property, such as climate, geological, drainage, air, water or mineral conditions; the condition of title to the Property; the existence of governmental laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property for any existing or proposed development thereof including but not limited to zoning, building, subdivision, environmental or other such regulations; the necessity or availability of any general or specific plan amendments, rezoning, zoning variances, conditional use permits, building permits, environmental impact reports, parcel or subdivision maps and public reports, requirements of any improvement agreements; requirements of the California Subdivision Map Act, and any other governmental permits, approvals or acts (collectively "**Permits**"); the necessity or existence of any dedications, taxes, fees, charges, costs or assessments which may be imposed in connection with any governmental regulations or the obtaining of any required Permits; the presence of endangered plant or animal species upon the Property; and all of the matters concerning the condition, use, development or sale of the Property. Seller will not be liable for any loss, damage, injury or claim to any person or property arising from or caused by the development of the Property by Buyer.

Except with respect to a default by Seller hereunder (including a breach of Seller's warranties and representations), Buyer at the Close of Escrow expressly waives its rights granted under California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS  
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Buyer's Initials: \_\_\_\_\_

11. Representations, Warranties, Essential Conditions and Covenants of Buyer. Buyer hereby represents and warrants to Seller and covenants for itself and its successors and assigns as follows:

(a) Buyer is a nonprofit public benefit corporation duly organized, validly existing and in good standing under the laws of California and qualified to do business in California. This Agreement and all documents executed by Buyer which are to be delivered to Seller at the Closing are and at the time of Closing will be duly authorized, executed and delivered by Buyer, are and at the time of Closing will be legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, and do not and at the time of Closing will not violate any provision of any agreement or judicial order to which Buyer is subject. Buyer has obtained all necessary authorizations, approvals and consents to the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

(b) Buyer warrants that Buyer is a sophisticated owner and buyer of real property, familiar and experienced with requirements for the development of real property. Buyer has examined the Property or will have done so by Closing, is or will be familiar with its physical condition, and accepts the Property in an “AS-IS” condition.

(c) Buyer has conducted or will conduct an independent investigation with respect to zoning and subdivision laws, ordinances, resolutions, and regulations of all governmental authorities having jurisdiction over the Property, and the use and improvement of the Property and is, or at Closing will be, satisfied with the results of such investigation.

(d) The Property is being sold “AS-IS” and with all faults.

(e) As a material inducement and an essential condition for the Seller to sell and convey the Property for the Purchase Price stated herein Section 2, the Buyer covenants and agrees, for itself and its successors and assigns, as follows:

(i) that the purchase of the Property is subject to certain deed restrictions which will run with the land requiring that Buyer, its successors and assigns, to continue to use the entire Property to operate a center for serving the educational needs of and providing academic guidance to children and adults in the community; and

(ii) covenants to continue to use the entire Property in the same manner and use as it is currently being used and to include the same deed restrictions pertaining to the aforementioned use in any transfers, leases or disposition of the Property to any successors and assigns; and



(iii) in the event that the Buyer, or any of its successors or assigns, desires to change the use of the Property or to sell the Property coupled with a change of the use of the Property, Buyer agrees and covenants, on behalf of the Buyer, its successors and assigns, to pay to the City of Antioch the then appraised value for the Property as consideration for the City's removal of such deed use restriction prior to any change of use or disposition and change of use, subject to the procedure provided in the Deed; and

(f) The Deed must contain the terms, conditions, covenants and restrictions provided in this Purchase and Sale Agreement and recorded on the Closing Date for the close of escrow for the purchase and sale of this Property, which give constructive and public notice that Buyer, as Grantee, was able to purchase the Property for a nominal consideration of \$1.00 in return for such conveyance being subject to the aforementioned covenants and deed restriction pertaining to use the Property. In addition, the City reserves the right to remove the deed use restrictions provided the City is paid the applicable Consideration described in Section 2 of this Agreement and pursuant to the terms and conditions and procedures described in the Deed attached as Exhibit B to this Agreement.

12. Environmental Matters/Release. As used in this Agreement, "**Hazardous Materials**" includes petroleum, asbestos, radioactive materials or substances defined as "hazardous substances," "hazardous materials" or "toxic substances" (or words of similar import) in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and under the applicable laws of California. Buyer must rely on its own investigation and not on any representation by Seller regarding Hazardous Materials. Buyer shall rely solely upon its own investigation and inspection of the Property and the improvements thereon and upon the aid and advice of Buyer's independent expert(s) in purchasing the Property, and shall take title to the Property without any warranty, express or implied, by Seller or any employee or agent of Seller. Seller makes no representations regarding Hazardous Materials in, on or under the Property. Seller's knowledge and disclosures regarding Hazardous Materials are limited to the contents of Seller's Deliveries.

Accordingly, Buyer hereby expressly waives and relinquishes any and all rights and remedies Buyer may now or hereafter have against Seller, whether known or unknown, with respect to any past present, or future presence of Hazardous Materials on, under or about the Property or with respect to any past, present or future violations of any rules, regulations or laws, now or hereinafter enacted, regulating or governing use, handling, storage or disposal of Hazardous Materials, including, without limitation (i) any and all remedies Buyer may now or hereafter have under the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**"), as amended, and any similar law, rule or regulation, (ii) any and all rights Buyer may now or hereafter have against Seller under the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health and Safety Code, Section 25300 et seq.), as amended and any similar law, rule or regulation, and (iii) any and all claims, whether known or unknown, now or hereafter existing, with respect to the Property under Section 107 of CERCLA (42 U.S. C.A. § 9607).

BUYER HEREBY ACKNOWLEDGES THAT IT HAS READ AND IS FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 ("SECTION 1542"), WHICH IS SET FORTH BELOW

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

BY INITIALING BELOW, BUYER HEREBY WAIVES THE PROVISIONS OF SECTION 1542 SOLELY IN CONNECTION WITH THE MATTERS WHICH ARE THE SUBJECT OF THE FOREGOING WAIVERS AND RELEASES.

\_\_\_\_\_  
(Buyer's Initials)

13. Continuation and Survival. All representations, warranties and covenants by the respective parties contained herein or made in writing pursuant to this Agreement are intended to and shall be deemed made as of the date of this Agreement or such writing and again at the Closing, shall be deemed to be material, and unless expressly provided to the contrary shall survive the execution and delivery of this Agreement, the Deed and the Closing.

14. Indemnity.

Buyer agrees to indemnify Seller, its officers, officials, City Council, employees, agents, representatives and volunteers ("Seller Indemnified Parties"), and to hold and save Seller Indemnified Parties harmless from, all claims, demands, suits, actions, damages, obligations, liabilities, losses, costs and expenses, including but not limited to attorneys' fees and court costs, as a result of, related to or arising out of the Inspections, Buyer's use of the Property, the Buyer's present occupation and possession of the Property, or the acts or omissions of Buyer related to its use of the Property or arising out of this Agreement; provided, however, that Buyer will not be obligated to indemnify Seller with respect to Seller's own sole negligence. The foregoing indemnity shall survive termination of this Agreement. Buyer shall not suffer or permit any mechanic's or materialmen's or other lien to stand against the Property in connection with any labor, materials or services furnished or claimed to have been furnished by or on behalf of Buyer in connection with or as a result of any Inspections. If any such lien shall be filed against the Property, Buyer shall cause such lien to be discharged or bonded within thirty (30) days after such filing. Following any Inspections Buyer shall restore the Property to substantially its physical condition as existed prior to such inspection (except for any changes to the Property caused by Seller, or its agents or employees). Prior to any entry on the Property Buyer or its consultant shall at its sole cost obtain a policy of liability insurance with a combined single limit

in an amount not less than One Million Dollars (\$1,000,000); Seller shall each be named an additional insured on said policy; and Buyer or its consultants shall furnish to Seller a certificate of insurance confirming such coverage.

15. Condemnation.

(a) In the event a governmental entity commences eminent domain proceedings to take any portion of the Property after the date hereof and prior to the Closing, then Buyer shall have the option to terminate this Agreement by written notice to Seller within ten (10) business days after Buyer first learns of such commencement. In the event of any such termination, the Deposit shall be returned to Buyer. Buyer and Seller shall each be liable for one-half of any escrow fees or charges, and neither party shall have any further liability or obligation under this Agreement.

(b) In the event a governmental entity commences eminent domain proceedings to take any part of the Property after the date hereof and prior to the Closing and this Agreement is not terminated pursuant to Section 15(a), then the Closing shall occur as scheduled notwithstanding such proceeding; provided, however, that Seller's interest in all awards arising out of such proceedings (except for any award attributable to the loss of Seller's business or income, Seller's personal property, or the property of any tenant of the Property) shall be assigned to Buyer as of the Closing or credited to Buyer if previously received by Seller. Seller's obligations pursuant to this Section 15(b) shall survive the Closing.

16. Possession. Possession of the Property is and has been in the Buyer. For purposes of this Agreement, upon the Closing Date, it shall be deemed that Buyer have been given possession of the Property.

17. Seller's Cooperation with Buyer. At no cost to Seller, Seller shall cooperate and do all acts as may be reasonably required or requested by Buyer, at no additional cost to Seller, with regard to the fulfillment of any Condition Precedent. Seller hereby authorizes Buyer and its agents to make all inquiries with and applications to any third party, including any governmental authority, as Buyer may reasonably require to complete its due diligence and satisfy the Conditions Precedent.

18. Brokers and Finders. Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any real estate broker or other person who can claim a right to a commission or finder's fee in connection with the sale contemplated herein. In the event that any such broker or finder claims a commission or finder's fee based upon any contact, dealings or communication, the party through whom the broker or finder makes its claim shall be responsible for said commission or fee and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by the other party in defending against the same. The party through whom any such other broker or finder makes a claim shall hold harmless, indemnify and defend the other party hereto, its successors and assigns, agents, employees, officers and directors, and the Property from and against any and all obligations, liabilities, claims, demands, liens, encumbrances and losses (including, without limitation, attorneys' fees), arising out of, based on,

or incurred as a result of such claim. The provisions of this Section 18 shall survive the Closing or termination of this Agreement.

19. Professional Fees. In the event legal action is commenced to enforce or interpret any of the terms or provisions of this Agreement, the prevailing party in such action shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the prosecution or defense of said action. In addition, the prevailing party shall be entitled to recover any actual accounting, engineering or other professional fees reasonably incurred in said action or proceeding.

20. Publicity and Confidentiality. Buyer acknowledges that Seller is a public entity and that this Agreement shall be a matter of public record and available to the public under the Public Records Act. Notwithstanding the foregoing, Buyer agrees to not make any public announcements regarding the Property prior to Closing.

21. Miscellaneous.

(a) Notices. Any notice, consent or approval required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given upon (i) hand delivery, (ii) one business day after being deposited with Federal Express or another reliable overnight courier service for next day delivery, (iii) upon facsimile transmission (except that if the date of such transmission is not a business day or if such transmission is made after 5:00 p.m. on a business day, then such notice shall be deemed to be given on the first business day following such transmission), or (iv) two business days after being deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, and addressed as follows (or such other address as either party may from time to time specify in writing to the other in accordance herewith):

If to Seller:

CITY OF ANTIOCH  
Attn: City Manager  
200 H Street  
Antioch, CA 94509  
Phone: (925) 779-7011  
Email: [kreed@antiochca.gov](mailto:kreed@antiochca.gov)

With a copy to:

CITY OF ANTIOCH  
Attn: City Attorney  
P.O. Box 5007  
Antioch, CA 94531-5007  
Phone: (925) 779-7015  
Email: [CityAttorney@antiochca.gov](mailto:CityAttorney@antiochca.gov)

If to Buyer:

DELTA LEARNING CENTER  
Attn: Kimberly Ahumada  
275 W Tregallas Road  
Antioch, CA 94509  
Phone: (925) 757-1310  
Email kahumada@deltalearningcenter.org

With a copy to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email \_\_\_\_\_

To Escrow Holder:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email \_\_\_\_\_

(b) Successors and Assigns. Buyer shall have the right to assign this Agreement to any entity controlling, controlled by or under common control with Buyer without Seller's consent or approval, and otherwise Buyer shall have the right to assign this Agreement to any entity subject to Seller's prior approval, which approval shall not be unreasonably withheld, conditioned or delayed. Any such assignee shall assume all obligations of Buyer hereunder; however, Buyer shall remain liable for all obligations hereunder. Seller shall have the right to assign this Agreement. Except as otherwise permitted by this paragraph, neither this Agreement nor the rights of either party hereunder may be assigned by either party. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns.

(c) Amendments. This Agreement may be amended or modified only by a written instrument executed by Seller and Buyer.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Construction. Headings at the beginning of each Section and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. Unless otherwise indicated, all references to Sections and subparagraphs are to this Agreement. All exhibits referred to in this Agreement are attached and incorporated by this reference.

(f) No Joint Venture. This Agreement shall not create a partnership or joint venture relationship between Buyer and Seller.

(g) Merger of Prior Agreements. This Agreement and the exhibits attached hereto constitute the entire agreement between the parties and supersede all prior agreements and understandings between the parties relating to the subject matter hereof, including without limitation, any leases and any letters of intent previously executed or submitted by either or both of the parties hereto, which shall be of no further force or effect upon execution of this Agreement.

(h) Time of the Essence. Time is of the essence of this Agreement. Any references to a “day” in this Agreement shall mean a “business day.” As used in this Agreement, a “business day” shall mean a day which is not a Saturday, Sunday or recognized federal or state holiday. If the last date for performance by either party under this Agreement occurs on a day which is not a business day, then the last date for such performance shall be extended to the next occurring business day.

(i) Severability. If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

(j) Further Assurances. Each of the parties shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties.

(k) Exhibits. All exhibits attached hereto and referred to herein are incorporated herein as though set forth at length.

(l) Captions. The captions appearing at the commencement of the sections and paragraphs hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the section at the head of which it appears, the section and paragraph and not such caption shall control and govern in the construction of this Agreement.

(m) No Obligation To Third Parties. Execution and delivery of this Agreement shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto to, any person or entity other than each other.

(n) Waiver. The waiver by any party to this Agreement of the breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision of this Agreement.

(o) Interpretation. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law (including California Civil Code § 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this



Agreement shall be interpreted in a reasonable manner to effect the purpose of the parties and this Agreement.

(p) Counterparts; Electronic Execution and Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. This Agreement may also be executed by DocuSign or other electronic transmission of signatures, including facsimile or email transmission of a counterpart hereof in portable document format (.pdf), and each copy hereof bearing the DocuSign, facsimile or electronic transmitted signature of any party's authorized representative shall be deemed to be an original. Seller and Buyer intend to be bound by the signatures on the electronic, facsimile or .pdf document, are aware that the other party will rely on the electronic, facsimile or .pdf signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

(Signature provisions on following pages)

ATTACHMENT C  
EXHIBIT B

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date written below.

**SELLER:**

Date: \_\_\_\_\_

City of Antioch, a California municipal corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ATTEST:**

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

**Elizabeth Householder**  
City Clerk

**APPROVED AS TO FORM:**

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

**Thomas Lloyd Smith**  
City Attorney

**BUYER:**

Date: \_\_\_\_\_

Delta Learning Center, a California nonprofit public benefit corporation

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

DRAFT

EXHIBIT B  
FORM OF DEED

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO**

CITY OF ANTIOCH  
ATTN: CITY ATTORNEY  
P.O. BOX 5007  
ANTIOCH, CA 94531-5007

**WITH A COPY TO AND  
MAIL TAX STATEMENTS TO:**

DELTA LEARNING CENTER  
**ATTN:**  
275 W TREGALLAS ROAD  
ANTIOCH, CA 94509

A.P.N.: 071-050-047

(Space Above Line for Recorder's Use Only)

The Undersigned Grantor(s) Declare(s):

DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_; CITY TRANSFER TAX \$ \_\_\_\_\_; SURVEY MONUMENT FEE \$ \_\_\_\_\_

- [        ] computed on the consideration or full value of property conveyed, OR  
[        ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,  
[        ] unincorporated area; [    ] City of \_\_\_\_\_, and

**GRANT DEED**

**WITH RESTRICTIVE COVENANTS AND RESERVATION OF RIGHTS**

This **GRANT DEED WITH RESTRICTIVE COVENANTS AND RESERVATION OF RIGHTS** (“**GRANT DEED**”) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the **CITY OF ANTIOCH**, a California municipal corporation (“**GRANTOR**”), grants to **DELTA LEARNING CENTER**, a California nonprofit public benefit corporation (“**GRANTEE**”) pursuant to the terms, covenants, conditions and restrictions provided herein below.

**RECITALS**

**WHEREAS**, Grantor owns that certain real property, consisting of approximately 18,600 square feet of land, identified with Assessor’s Parcel Number 071-050-047, located in the City of Antioch, County of Contra Costa, State of California (the “**Property**”) and specifically excludes any of the improvements constructed and situated thereon the Property; and

**WHEREAS**, as a material inducement for Grantor to sell and convey the Property to Grantee for nominal consideration, Grantee must agree to purchase and accept title to the

Property with certain covenants and deed restrictions pertaining to the use of the Property as further described below; and

**WHEREAS**, it has been deemed that the conveyance of the Property by the Grantor is for a common benefit of the public and serves a public purpose by conveying the Property, (the land only), to Grantee with a deed use restriction to ensure that the Property continues to be used as a center for serving the educational needs of and providing academic guidance to children and persons in the community.

**FOR GOOD AND VALUABLE CONSIDERATION**, receipt and sufficiency of which is hereby acknowledged, **GRANTOR** does hereby grant to **GRANTEE**, all that certain real property situated in the City of Antioch, County of Contra Costa, State of California, more particularly legally described on **Exhibit A**, attached hereto and by this reference incorporated herein, subject to easements of record, rights, and appurtenances to the Property

**AND THE FOLLOWING NOTICES, COVENANTS, RESTRICTIONS AND CONDITIONS AND RESERVATIONS OF RIGHTS:**

(a) **AS-IS Conveyance.** The Property is being sold and conveyed in an “AS-IS” condition and with all faults.

(b) **Essential Condition and Deed Use Restrictions.** As a material inducement and an essential condition for the Grantor to sell and convey the Property for the nominal consideration, Grantee covenants and agrees, for itself and on behalf of its successors and assigns, that:

(i) the entire Property must and will continue to be used as a center for serving the educational needs of and providing academic guidance to children and adults in the community (“Current Use”); and

(ii) all necessary actions will be taken to ensure the continued Current Use, including without limitation, inclusion of these same deed restrictions, terms and conditions, pertaining to the Current Use in any transfers, leases or disposition documents for the Property to be imposed upon any successors and assigns; and

(iii) in the event that the Grantee, any of its successors or assigns, desire(s) to change the use of the Property or to sell or transfer the Property coupled with a change of the use of the Property, Grantee, its successors and assigns, must to pay to the City of Antioch the then appraised value for the Property as consideration for City’s removal of such deed use restriction prior to any change of use or disposition and change of use, subject to the procedure provided herein Section (c) of this Grant Deed.

(c) **Rights and Obligations Pertaining to Change of Current Use or Sale with Change of Current Use Procedure.** THE CITY, AS THE GRANTOR, RESERVES AND RETAINS ON ITS OWN BEHALF THE RIGHT TO REMOVE THE CURRENT USE DEED RESTRICTIONS imposed upon the title to this Property whereby such reservation and right remains with the City and does not pass or transfer to a future grantor of the Property. Subject to the following procedure, Grantee, its successors and assign, shall have a right to change the Current Use of the Property provided the City of Antioch is paid the then appraised value for the

Property (referred to as the "Consideration") and pursuant to the procedures provided herein this Section 1(c). In the event that Grantee, or any of its successors and assigns, make a determination that all or any portion of the Property is no longer desired for its Current Use or desires to sell the Property coupled with a change of the Current Use of all or any portion of the Property, then Grantee shall provide prior written notice to the City of Antioch, at the address provided above for the City (the "City" as the original "Grantor" of this Property) of such proposed change or sale with a change at least one hundred twenty (120) days prior to the date in which such change or sale with a change is scheduled to be completed. Grantee must tender or cause to be tendered funds into an escrow account sufficient to pay the City the Consideration described above as consideration to remove the Current Use Restriction imposed upon the Property by the City. The City agrees to execute and submit to escrow for recordation a quitclaim deed terminating the Current Use restriction in exchange for receiving the appropriate Consideration. If the Grantee, or any of its successors and assigns, fails to pay the Consideration to the City before a change of the Current Use or Sale with a Change of the Current Use occurs, then the City shall have the right to file and record a lien against the Property in the amount of the Consideration that was due to the City. The City must exercise its right to record a lien by sending to Grantee a written notice of exercise at least thirty (30) days prior to the City filing and recording the lien against the Property.

(d) The terms, conditions, reservations, covenants and restrictions contained herein in this Grant Deed shall be binding upon the Grantee, its successors and assigns.

**IN WITNESS WHEREOF**, Grantor has executed this Grant Deed with Restrictive Covenants as of \_\_\_\_\_, 20\_\_.

**GRANTOR:**  
**CITY OF ANTIOCH**

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

**ACCEPTANCE:** The Grantee hereby accepts this Grant Deed with Restrictive Covenants and agrees to be bound by all the terms, agreements, conditions, reservations, covenants and restrictions contained herein.

**GRANTEE:**  
**DELTA LEARNING CENTER**

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

Grant Deed may be  
executed in counterparts



EXHIBIT A  
LEGAL DESCRIPTION  
(attach to Grant Deed)

DRAFT

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

STATE OF CALIFORNIA           )  
  )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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)

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

STATE OF CALIFORNIA                     )  
   )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, 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 C

TRANSFEROR'S CERTIFICATION OF NON-FOREIGN STATUS

This form is provided so that the Buyer and/or Seller in this transaction can certify compliance with the Foreign Investment in Real Property Tax Act to the Escrow Agent and/or Buyer. Buyer (“**Transferee**”) must retain a copy of this document until after the fifth taxable year following the transfer.

Section 1445 of the Internal Revenue Code of 1986, as amended (“**Code**”) provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform Transferee that withholding of tax is not required upon the disposition of a U.S. real property interest, the undersigned hereby certifies the following on behalf of \_\_\_\_\_ (“**Transferor**”):

1. The Transferor is not a foreign corporation, foreign partnership, foreign trust, foreign estate or foreign person (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
2. The Transferor is not a disregarded entity as defined in Income Tax Regulation Section 1.1445-2(b)(2)(iii).
3. The Transferor's U.S. employer or tax identification number is \_\_\_\_\_.
4. The Transferor's office address is \_\_\_\_\_

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date: \_\_\_\_\_, 20\_\_

TRANSFEROR:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 13, 2024

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

**PREPARED BY:** Kevin W. Kunding, Assistant City Attorney

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

**SUBJECT:** Resolution for Approval of Cannabis Operating Agreement for ANT Green LLC

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**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Adopt a resolution approving a cannabis operating agreement between the City and ANT Green LLC and
2. Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Approval of the Operating agreement will result in increased revenue to the City and the social equity program supported by the operating agreement from ANT Green's business.

**DISCUSSION**

On June 22, 2021, the Antioch City Council approved a Cannabis Business Use Permit (UP-20-10) for Ant Green. On August 5, 2024, the Cannabis Standing Committee directed staff to place an item on the City Council agenda recommending approval of a cannabis operating agreement between the City and ANT Green.

If the City Council approves its operating agreement, ANT Green's business would be located at 3625 E 18<sup>th</sup> Street. Its proposed cannabis operation will include cultivation, manufacturing, retail, and distribution (license types 3A, 7, 10, and 11 respectively.)

ANT Green's operation will consist of a commercial building totaling approximately 95,420 square feet with one building that will be used for all purposes.

Before ANT Green can begin operations, it must obtain City Council approval of its operating agreement. The draft operating agreement (attached as Exhibit 1 to the Resolution of Approval, attached hereto as Attachment A) has been provided to ANT Green for review and comment. It consistent with the standard operating agreement the City is using with other cannabis businesses. ANT Green has indicated it is prepared to accept the terms of the operating agreement.

The proposed recipient of the social equity program is Monument Impact, which has several locations in the County, including one at 3501 Lone Street Way #3 Antioch, CA 94509. Monument Impact's mission is to advance economic and racial equity in Contra Costa County by integrating advocacy with critical learning opportunities to ensure immigrants, refugees, and community members with low incomes have the power, skills, and relationships to secure living-wage jobs, stable housing, and good health. Their vision and values are as follows:

- Community – Driven by a deep and relational connection to our community members, we value their dignity, resilience and leadership.
- Partnership – We work collaboratively with community members, organizations, foundations, donors and local governmental agencies to achieve our goals and increase resources and services for our community.
- Equity – Recognizing that not everyone in our region is benefiting from economic prosperity, we elevate community voices to ensure residents are heard and advocate for opportunity that truly sustains families and the community.
- Cultural Competence – We are a trusted resource in the Monument because of our commitment to culturally competent programs, a bilingual staff, and community promoters and advocates.

A copy of Monument Impact's proposed social equity program is attached hereto as Exhibit B.

Standard terms of the operating agreement include:

- The operating agreement's term is ten years with two possible five-year extensions. ANT Green agrees not to operate if the operating agreement is not in effect.
- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- ANT Green will begin paying a percentage of gross revenue to the City as of the 15<sup>th</sup> of the month following the City issuing a Certificate of Occupancy for the City, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The operating agreement shall be reviewed annually by City staff of a third party selected by the City.



- The operating agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the operating agreement, which provides:

<b>Business type</b>	<b>Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>	<b>Yr 4+</b>
Retail	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
Microbusiness*	<b>2%</b>	<b>3%</b>	<b>5%</b>	<b>6%</b>
Cultivation (per square foot) *	<b>\$2</b>	<b>\$3</b>	<b>\$5</b>	<b>\$6</b>
Distribution	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
Manufacturing	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>

\*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

### **ATTACHMENT**

- A. Resolution of Approval for Operating Agreement for ANT Green  
Exhibit 1 Operating Agreement
- B. Monument Impact's proposal

RESOLUTION NO. 2024/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING A CANNABIS OPERATING AGREEMENT FOR  
ANT GREEN, LLC

**WHEREAS**, on June 22, 2021, the City Council approved a resolution (No. 2021-113) granting a cannabis business use permit (No. UP 20-10) to ANT Green, LLC, formerly known as Radix Growth, to operate a cannabis business within the City on the terms and conditions set forth therein;

**WHEREAS**, each cannabis business must obtain City Council approval of an operating agreement and execute that agreement prior to beginning operations as a cannabis business;

**WHEREAS**, the City Council has reviewed the attached Operating Agreement, and received public comment on it at its August 13, 2024, meeting;

**WHEREAS**, the City Council finds that the attached Operating Agreement will benefit the Antioch community by producing revenue for the City and its goals;

**WHEREAS**, the City Council finds that the attached Operating Agreement will benefit the Antioch community by the Operator committing to provide additional funding for programs to address community needs within Antioch; and

**WHEREAS**, the City Council finds that the attached Operating Agreement in combination with the approved use permit for the cannabis business benefits the community and includes adequate provisions to protect public health and safety.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the Operating Agreement in substantially the form attached as Exhibit A and authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of August, 2024, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

---

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

**EXHIBIT 1  
TO ATTACHMENT A**

RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:

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

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Exempt from recording fee per Government Code §6103

**OPERATING AGREEMENT**

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and ANT Green LLC, a California limited liability company ("**Operator**"), whose address is 3625 E 18th St, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties.**"

**RECITALS**

- A. Operator submitted an application for approval of a use permit for a cannabis business, as further detailed herein.
- B. On May 19, 2021, by Resolution No. 2021-10, the City Council approved a Cannabis Business Use Permit to operate cannabis business UP-20-10 ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On \_\_\_\_\_, 2024, the City Council adopted Resolution \_\_\_\_\_ approving this Agreement.

**AGREEMENT**

1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
- a. Agreement—This Agreement between the City and Operator.
- b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule,

\_\_\_\_\_ Operating Agreement  
[date]

**EXHIBIT 1**  
**TO ATTACHMENT A**

Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit, attached hereto as **Exhibit A**, as approved by City Council Resolution No. 2021-10.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator— ANT Green LLC.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from "gross receipts" are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

**EXHIBIT 1  
TO ATTACHMENT A**

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in **Exhibit B**, attached hereto.

r. Square Footage under Cultivation--the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8 a.m. to 8 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security

\_\_\_\_\_  
[date] Operating Agreement



**EXHIBIT 1  
TO ATTACHMENT A**

measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

**6. Fees.**

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in Exhibit C, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15<sup>th</sup> of each month or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with its Gross Receipts payment a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a penalty of a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

**EXHIBIT 1  
TO ATTACHMENT A**

**7. Social Equity Programs.**

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in **Exhibit D**, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determine that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

**8. Applicable Law.** At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

**9. Default.**

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

**EXHIBIT 1  
TO ATTACHMENT A**

b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

**10. Record Keeping.** Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

**11. Annual Review.** In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

**12. Amendments.** This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

**13. Assignment.** City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third

**EXHIBIT 1  
TO ATTACHMENT A**

party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

**14. Indemnification.** Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

**15. Insurance.**

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.

d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

**EXHIBIT 1  
TO ATTACHMENT A**

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

**16. Notices.** Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

City of Antioch  
200 H Street  
Antioch, CA 94509  
Attn: City Manager

With a copy to:

City of Antioch  
200 H Street  
Antioch, CA 94509  
Attn: City Attorney

To Operator:

ANT Green LLC  
312 Elliot St  
San Francisco, CA 94134

With a copy to:

\_\_\_\_\_ Operating Agreement  
[date]

**EXHIBIT 1  
TO ATTACHMENT A**

Harvest Law

1017 L St #275

Sacramento, CA 95814

Attn: Melissa Sanchez

**17. Miscellaneous**

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement.

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the



**EXHIBIT 1  
TO ATTACHMENT A**

other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time specified I such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF \_\_\_\_\_, 2024.

CITY OF ANTIOCH

OPERATOR

Kwame P. Reed, Acting City Manager

ANT Green LLC

\_\_\_\_\_

\_\_\_\_\_

Yiu Ming Cheung, Sole Member

Attest:

\_\_\_\_\_

Elizabeth Householder, City Clerk

Approved as to form:

\_\_\_\_\_

Thomas L. Smith, City Attorney

**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT A**

[to be attached]

**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT B**

The Site is located at 3625 East 18th Street, Antioch CA 94509 and is APN: 051-052-094.

**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT C**

<b>Business type</b>	<b>Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>	<b>Yr 4+</b>
Retail	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
Microbusiness*	<b>2%</b>	<b>3%</b>	<b>5%</b>	<b>6%</b>
Cultivation (per square foot)*	<b>\$2</b>	<b>\$3</b>	<b>\$5</b>	<b>\$6</b>
Distribution	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
Manufacturing	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>

\*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on gross receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT D**

TBD



### Organization Description

Monument Impact (MI)'s mission is to advance economic and racial equity in Contra Costa County by integrating advocacy with critical learning opportunities to ensure immigrants, refugees, and community members with low incomes have the power, skills, and relationships to secure living-wage jobs, stable housing, and good health. We envision a more equitable Contra Costa County where everyone, regardless of where they come from or how much money they have, thrives and plays an active role in the region's social, economic, and civic life. MI promotes from within and actively seeks community members and program graduates to fill positions. MI's success is due to an empathetic, well-trained staff who bring lived experience, knowledge, and profound understanding of the community served, resulting in a deep trust among low-income immigrants and other marginalized residents of color in Contra Costa County. Currently, 100% of MI's staff are bilingual and represent the community members served.

### Issues or Challenges Addressed

The rate of prison admissions grew 486% in Contra Costa County between 1970 and 2000. This is primarily due to the War on Drugs, which has been well documented to have disproportionately affected Latinx and Black communities. While Contra Costa County overturned thousands of marijuana convictions in 2020, the damage to families had already been done.

### Population Served

MI serves low-income immigrants and refugees in Central and East Contra Costa County. The immigrants and refugees that MI serves have disproportionately been affected by cannabis and other drug use in their communities. Post-immigration, immigrants and other communities of color see higher arrest and incarceration rates in the U.S. For example, in Contra Costa County, 24% of arrests in 2015 were Hispanics, compounding trauma on this population. This disproportionately affects residents of the City of Antioch since over 40% of the city's population identifies as Latinx, according to Census data for the City of Antioch. These rates don't reflect increased drug use among this population, but the focus of law enforcement on these communities. For some immigrants, a minor offense can have dire consequences, such as ICE detention and deportation, further compounding trauma on those directly affected and their families.

### Strategic Funding

Some of our current strategic priorities is to build social equity in East Contra Costa County that include:

- Monument Impact (MI) is requesting funding for Antioch Blooming: Women Rooted in Action - a transformative program that will address economic and social barriers, empowering the lives of 15 BIPOC women residents in Antioch.
- Antioch Blooming – Women Rooted in Action would be carried out in 12 months in four phases focusing on the following:
  - Health
  - Economic Stability
  - Education
    - Community Engagement



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of August 13, 2024

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

**PREPARED BY:** Kevin W. Kundinger, Assistant City Attorney

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

**SUBJECT:** Resolution for Approval of Cannabis Operating Agreement for OTC Antioch, LLC

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**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Adopt a resolution approving a cannabis operating agreement between the City and OTC Antioch, LLC and
2. Authorize the Acting City Manager to execute the agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Approval of the Operating agreement will result in increased revenue to the City and the social equity program supported by the operating agreement from OTC Antioch's business.

**DISCUSSION**

On September 13, 2022, the Antioch City Council approved a Cannabis Business Use Permit 22-01 for OTC Antioch. On August 5, 2024, the Cannabis Standing Committee directed staff to place an item on the City Council agenda recommending approval of a cannabis operating agreement between the City and OTC Antioch.

If the City Council approves its operating agreement, OTC Antioch's business would be located at 300 G Street. Its proposed cannabis operation will include retail (license type 10, respectively.)

OTC Antioch's operation will consist of two buildings totaling approximately 10,300 square feet, with the cannabis dispensary occupying the 6,800 square foot building at the northern portion of the site.

Before OTC Antioch can begin operations, it must obtain City Council approval of its operating agreement. The draft operating agreement (attached as Exhibit 1 to the Resolution of Approval, attached hereto as Attachment A) has been provided to OTC Antioch LLC for review and comment. It consistent with the standard operating agreement the City is using with other cannabis businesses. OTC Antioch has indicated it is prepared to accept the terms of the operating agreement.

The proposed recipient of the social equity program is Bridge Builders to the New Generation, located at 5032 Tehachapi Way Antioch, CA 94531. Bridge Builders to the New Generation is dedicated to fostering the social emotional learning and mental well-being of youth and families from marginalized communities, providing a supportive and inclusive environment where they can develop essential skills for success in college, career, and life. Our passionate team is committed to empowering underserved youth to lead fulfilling lives by nurturing their growth and offering opportunities for the development of educational, social, vocational, and independent living skills. Their vision is eliminate barriers to success, allowing underserved youth to live their dreams and attain their aspirations while being productive members of society. A copy of Bridge Builders to the New Generation's proposed social equity program is attached hereto as Exhibit B.

Standard terms of the operating agreement include:

- The operating agreement's term is ten years with two possible five-year extensions. OTC Antioch agrees not to operate if the operating agreement is not in effect.
- The Police Chief has discretion to require changes to the business to protect public health and safety.
- The City Manager may impose additional mitigation measures relating to public health and safety.
- OTC Antioch will begin paying a percentage of gross revenue to the City as of the 15<sup>th</sup> of the month following the City issuing a Certificate of Occupancy for the City, and monthly thereafter. A business paying a fee based on square footage shall pay that fee, based on existing square footage, at the end of each year.
- The operating agreement shall be reviewed annually by City staff of a third party selected by the City.
- The operating agreement includes provisions relating to indemnification of the City and insurance protecting the City.
- The revenue to be paid to the City is set forth in Exhibit C to the operating agreement, which provides:

Business type	Yr 1	Yr 2	Yr 3	Yr 4+
Retail	2%	3%	4%	5%
Microbusiness*	2%	3%	5%	6%
Cultivation (per square foot) *	\$2	\$3	\$5	\$6
Distribution	2%	3%	4%	5%
Manufacturing	2%	3%	4%	5%

\*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit may be reduced by the following amount if the Operator employs on a full-time basis the following numbers of Antioch residents:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

## **ATTACHMENT**

- A. Resolution of Approval for Operating Agreement for OTC Antioch  
Exhibit 1 Operating Agreement
- B. Bridge Builders to the New Generation's proposal

RESOLUTION NO. 2024/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE CANNABIS OPERATING AGREEMENT FOR OTC ANTIOCH, LLC**

**WHEREAS**, on September 13, 2022, by Resolution No. 2022-165, the City Council approved Cannabis Business Use Permit No. UP 22-01 for OTC Antioch, LLC to operate a cannabis business within the City on the terms and conditions set forth therein;

**WHEREAS**, each cannabis business must obtain City Council approval of an operating agreement and execute that agreement prior to beginning operations as a cannabis business;

**WHEREAS**, the City Council has reviewed the attached Operating Agreement, and received public comment thereon, at its August 13, 2024, meeting;

**WHEREAS**, the City Council finds that the attached Operating Agreement will benefit the Antioch community by producing revenue for the City and its goals;

**WHEREAS**, the City Council finds that the attached Operating Agreement will benefit the Antioch community by the Operator committing to provide additional funding for programs to address community needs within Antioch; and

**WHEREAS**, the City Council finds that the attached Operating Agreement in combination with the approved use permit for the cannabis business will not only benefit the community but also includes adequate provisions to protect public health and safety.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the attached Operating Agreement and authorizes the City Manager to execute same.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 13<sup>th</sup> day of August, 2024, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

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

**EXHIBIT 1  
TO ATTACHMENT A**

RECORDING REQUESTED BY,  
AND WHEN RECORDED, MAIL TO:

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

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Exempt from recording fee per Government Code §6103

**OPERATING AGREEMENT**

This Operating Agreement ("**Agreement**") is entered into between the City of Antioch, a municipal corporation ("**City**") and OTC Antioch LLC, a California limited liability company ("**Operator**"), whose address is 300 G Street, Antioch, California 94509. City and Operator may be referenced herein as "**Party**" or collectively as "**Parties.**"

**RECITALS**

- A. Operator submitted an application for approval of a use permit and design review for a cannabis business, as further detailed herein.
- B. On September 13, 2022, by Resolution No. 2022/165, the City Council approved a Cannabis Business Use Permit to operate cannabis business UP 22-01 ("**CBUP**"). A copy of the CBUP is attached hereto as **Exhibit A** and incorporated herein. The CBUP relates to the Site, as described in **Exhibit B**, attached hereto and incorporated herein.
- C. One condition of the CBUP is that the City and Operator execute an Operating Agreement. This Agreement meets this requirement of the CBUP.
- D. On \_\_\_\_\_, 2024, the City Council adopted Resolution No. 2023/\_\_\_ approving this Agreement.

**AGREEMENT**

- 1. **Recitals.** The Recitals set forth above are incorporated herein as if fully set forth in this Agreement.
- 2. **Definitions.** The following terms, when capitalized herein, shall have the meanings specified below.
  - a. Agreement—This Agreement between the City and Operator.
  - b. Applicable Law—All applicable federal, state, regional, and local statutes, regulations, and rules including the Uniform Building Code and other Uniform Codes, the California Environmental Quality Act, the City's ordinances, resolutions, rules, and regulations, as each statute, regulation, regulation, rule,



**EXHIBIT 1  
TO ATTACHMENT A**

Code, ordinance, and resolution may be amended from time to time, excluding such federal law which may conflict with state or local laws authorizing cannabis businesses or operations.

c. Business Operations—The commercial cannabis business operated at the Site by Operator, its officers, officials, employees, agents, and consultants, as approved by the City Council in the CBUP, and as subject to the terms and conditions of this Agreement.

d. Cannabis—Both medical and non-medical cannabis as defined by Health & Safety Code section 11362.5 and Business and Professions Code sections 26000 *et seq.*

e. Cannabis Business Use Permit—the Cannabis Business Use Permit UP 22-01, attached hereto as **Exhibit A**, as approved by City Council Resolution No. 2022/165.

f. City—the City of Antioch, California.

g. City Attorney—the City Attorney of the City.

h. City Council—the City Council of the City.

i. City Manager—the City Manager of the City.

j. Operator—OTC Antioch LLC.

k. Fees—All charges, expenses, costs, monetary exactions, and any other monetary obligations imposed on Operator by City, other than assessments or regular or special taxes, and not limited to fees paid pursuant to this Agreement.

l. Gross Receipts—The total of amounts actually received or receivables from sales and the total amounts actually received or receivable for the performance of any act or service for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Gross receipts shall also include all receipts, cash, credits and property of any kind without deduction of the cost of the property sold, the costs of the materials used, labor or services costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from “gross receipts” are the following:

- Cash discounts allowed and taken on sales
- Credit allowed on property accepted as part of the purchase price and which property may later be sold
- Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser
- Such part of the sale price of property returned by a purchaser upon rescission of the contract of sale as is refunded whether in cash or by credit
- Amounts collected for others where the business is acting as an agent or trustee to the extent that such amounts are paid to those for whom collected, provided the agent or trustee furnishes to the City the names and addresses of the others and the amounts paid to them
- Receipts of refundable deposits, except that refundable deposits forfeited and taken into income of the business are not excluded

**EXHIBIT 1  
TO ATTACHMENT A**

The intent of this definition is to ensure that, in calculating payments to the City, all sales and revenue from the Business Operations are captured and, therefore, this definition shall be given the broadest possible definition consistent with this intent.

m. Major amendment—Any modification to this Agreement that makes a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

n. Minor amendment—Any modification to this Agreement that does not make a substantive change, modification, or deviation in the terms of this Agreement or any Exhibits hereto.

o. Police Chief—the Police Chief of the City.

p. Project—The Business Operations, Site Development, Odor and other Mitigation Plans, Security Plans, and all other terms and conditions applicable to Operator's Business Operations.

q. Site—The physical location of the Operator's Business Operations, as described in **Exhibit B**, attached hereto.

r. Square Footage under Cultivation--the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises including the area occupied by vertically and horizontally stacked canopies) that is limited by the maximum amount a cannabis business is authorized to cultivate by this Agreement or the CBUP, without deducting for unutilized square footage.

s. State license(s)—the license(s) issued by the State, whether through the Bureau of Cannabis Control or other regulatory agency authorizing the Operator to conduct its Business Operations

3. **Effective Date.** This Agreement shall be effective as of the date of the Resolution approving this Agreement, or such other date (if any) as specified in the Resolution approving this Agreement.

4. **Term of Agreement.** The initial term of this Agreement shall be ten years, with two possible extensions of five years each. This Agreement may be extended by mutual agreement of the Operator and the City Council on such additional terms and conditions as to which the Parties may agree. At the end of the term, Operator agrees to cease all Business Operations at the Site, notwithstanding the terms and conditions of the CBUP. The parties agree that, prior to the end of the initial ten-year term, they will meet and confer in good faith with the goal either of continuing this Agreement on the same terms and conditions or of modifying the Agreement so that the Business Operations may continue for the mutual benefit of the City and the Operator.

5. **Operating Conditions.** In addition to the terms and conditions set forth in the CBUP, Operator's Business Operations shall be subject to the additional terms and conditions:

a. Hours of operation of retail sales on the Site shall not exceed 7 days per week, 8:00 a.m. to 8:00 p.m. There are no other hours' restrictions on the Business Operations, including delivery.

b. Subsequent to the annual audit by the Police Department or a third party selected by the Police Department, the Police Chief shall have the discretion to require additional security measures or modify existing security measures at the Operator's expense, as may be required by law or reasonable for public safety. At Operator's expense, the Police Chief may also determine to require additional security

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measures at any time upon the Department's finding that existing security measures are insufficient for the Business Operations to comply with the terms of the CBUP or to adequately protect public health and safety. The Police Chief's determination is appealable to the City Manager.

c. The City Manager may impose additional mitigation measures, whether relating to odor or other factors affecting public health and safety, on the Project at Operator's expense, as may be required by law or reasonable to maintain public health and safety. The City Manager's determination is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

**6. Fees.**

a. Operator agrees to pay all fees, whether imposed by the City, state, or other regulatory agencies in a timely manner. Operator's failure to pay such fees in a timely manner may, at the City's sole discretion, constitute Evidence of Default. City may provide thirty (30) days' prior written notice to Operator as to any unpaid City fees. If Operator fails to pay such fees, plus any interest or penalties due for late payment, Operator agrees that the City may record on the property which is the subject of the CBUP one or more liens for the fees owed.

b. Operator agrees to pay City beginning with the fifteenth of the month immediately following the date the City issues the Certificate of Occupancy for the Site the amounts set forth in Exhibit C, attached hereto and incorporated herein. The amount due for Gross Receipts is payable thereafter on the 15<sup>th</sup> of each month or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day ("Due Date"). The amount due based on square footage, with adjustments made during the year as square footage is increased or decreased, is payable thereafter quarterly, on January 15, April 15, July 15, and October 15 or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day ("Due Date"). The Operator shall also submit with each payment required by this section a report on a form provided by the Operator and approved by the City which lists the gross receipts for the period, any adjustments to the gross receipts and basis therefor, the gross receipts subject to the percentages set forth in Exhibit C, the square footage cultivated for the period, and the total amount due.

c. A payment is late or deficient under this Section if not postmarked by or received by the City Finance Department on or before the Due Date. A late or deficient payment shall be subject to a one-time penalty of five percent (5%) of the amount owed, plus monthly non-compounding interest at the maximum rate allowed by law, but not to exceed an annualized amount of ten percent (10%).

d. If the City Manager is not satisfied with the veracity of report(s) filed by Operator regarding the Business Operations' total gross receipts or square footage, the City Manager may compute and determine the amount of the fees to paid on the gross receipts or square footage and make a deficiency determination upon the basis of the facts contained in such report(s), or upon the basis of any information in City's possession, or that may come into City's possession within three years of the date the fees are paid. One or more deficiency determinations of the amount of fees owed for a period or periods may be made. The determination of the City Manager pursuant to this subsection is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

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**7. Social Equity Program.**

a. Operator agrees to implement and maintain for the entirety of the term of this Agreement a Social Equity Program ("**Equity Program**") to benefit the City and its residents, to foster equitable participation in the cannabis industry, and to create business opportunities for those most negatively impacted by the enforcement of cannabis laws prior to the legalization of cannabis in California. Operator shall initiate its Equity Program within three months of this Agreement's Effective Date.

b. Operator shall prepare a written Social Equity Program Plan ("**Equity Plan**"), which includes the Equity Program's description, a non-profit social equity program plan organization ("**Equity Plan Organization**") located in Antioch and approved by the City, and an action plan with goals, tasks, responsible parties, timelines, and measurable outcomes. The Equity Plan is set forth in **Exhibit D**, attached hereto and incorporated herein. Operator shall provide a written report, semi-annually, to the City Manager and City Attorney on its progress in carrying out the Equity Program's goals and measurable outcomes. Upon request of the City Manager or City Attorney, Operator also agrees to provide a presentation to the City Council on the Equity Plan's goals and measurable outcomes. The Equity Plan may be modified in writing by request of the Operator and only with prior written approval of the City Manager or the City Attorney.

c. If the City Council, the City Manager, or the City Attorney determines that Operator's Equity Plan does not adequately achieve the City's goals as set forth herein, the City Council, the City Manager, or the City Attorney shall have the discretion to require the Operator to modify its Equity Plan subsequent to one or more meetings with the Operator.

d. Operator agrees to fund its Equity Plan, as detailed in Exhibit D, with the first payment submitted to its Equity Plan Organization at the same time as the first payment for gross receipts and/or square footage is due under Section 6b hereof. Subsequent payments to its Equity Plan Organization shall be made quarterly with each subsequent quarterly payment due on January 15, April 15, July 15, and October 15 or, if the 15<sup>th</sup> is a weekend day or a national or state holiday, on the next business day. Late payment from the Operator to the Equity Plan Organization shall be subject to the same penalties and interest set forth in section 6 hereof.

**8. Applicable Law.** At all times, Operator shall conduct its Business Operations consistent with Applicable Law, including the City's ordinances, rules, and regulations; the CBUP; and this Agreement, as each may be amended or modified from time to time. Any violation thereof by Operator or its Business Operations may, at the City's discretion, be considered Evidence of Default.

**9. Default.**

a. If the City Manager finds Evidence of Default, the City Manager shall provide at least forty-five (45) days' written notice thereof to Operator, with the notice specifying the nature of the default, the facts supporting such Evidence of Default, and the manner in which the Default may be cured. Within that forty-five day period, Operator shall cure the Default to the City Manager's reasonable satisfaction, provide evidence with supporting facts as to why no Default exists, or provide alternatives satisfactory to the City Manager to address the Default.

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b. If the City Manager is not satisfied with Operator's response and/or believes a Default continues to exist, then the City Manager may, at his/her sole discretion:

- Order the Operator to suspend all Business Operations at the Site until the Default is cured.
- Take such other action as may be authorized by the CBUP or this Agreement.
- Remedy the Default and charge the costs thereof to the Operator, who agrees to pay such sums.

c. The decision of the City Manager under this section is appealable pursuant to Title 1, Chapter 4 of the City's Municipal Code.

d. The remedies of this section, plus any other remedies set forth in this Agreement and remedies available in law or in equity are cumulative, and non-exclusive. Such remedies are distinct and separate whether or not exercised by the City. The City may, in its discretion, exercise any or all of its rights and remedies, at once or in succession, at such time or times as it considers to be appropriate.

**10. Record Keeping.** Operator shall keep, maintain, and preserve to the extent applicable all records that may be necessary to determine the amount of gross receipts, the number of retail delivery vehicles, the amount of cannabis manufactured, the amount of cannabis delivered, and any and all other records by which City may determine and verify the amount of fees due to the City pursuant to Section 6 hereof. At Operator's expense, City shall have the option of conducting, whether by City staff or by a City-selected consultant, an annual audit to verify the fees due to the City pursuant to Section 6 hereof and compliance with Exhibit D. City shall have the right to inspect such records at all reasonable times during normal business hours and upon not less than five (5) business days' prior notice. To the extent permitted by Applicable Law, City agrees to treat such records as confidential.

**11. Annual Review.** In addition to the right to conduct an audit pursuant to Section 10 hereof, the City Manager, at his/her discretion, may direct City staff or a third party to review, no more frequently than once per year, the Business Operations and compliance thereof with the CBUP and this Agreement. Operator shall be responsible for paying the costs of this annual review, which shall not exceed \$10,000 per review, adjusted annually by the CPI index for Bay area cities. In the event there is good cause for a review that would exceed \$10,000 (as adjusted annually), Operator and City shall negotiate a minor amendment to allow for such review. Generally, "good cause" shall be considered present upon the City's finding of a discrepancy, inconsistency, or omission in Operator's records, or when Operator is found to have violated this Agreement, or there is evidence substantiating a claim that Operator committed a regulatory violation under the laws of the State of California or the City's rules and regulations. Such determination will be based on the City's rules and regulations as well as the relevant laws and regulations of the State of California. Based on this review, City may require additional mitigation measures or other changes to the Business Operations to assure compliance with the CBUP and this Agreement.

**12. Amendments.** This Agreement may be amended from time to time, if in writing and signed by both parties. The City Manager or the City Attorney shall have the discretion to approve a Minor Amendment to this Agreement or to refer such Minor Amendment to the Council for review and possible action. The City Council, at a duly noticed public meeting, shall have the discretion to approve a Major Amendment or a Minor Amendment, which has been referred to the Council.

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**13. Assignment.** City has entered into the Agreement with Operator in reliance upon Operator's specialized knowledge, experience, and expertise relating to the Project and cannabis-related business. Therefore, this Agreement may not be assigned or otherwise transferred by Operator, whether to a third party or to another entity (even if Operator is a partner, owner, or otherwise a participant in such entity), without the prior written authorization of the City Council at a duly noticed meeting. Any such assignment or transfer, at City's sole discretion, may be considered Evidence of Default. Should Operator wish to assign or otherwise transfer the Agreement, Operator shall provide evidence to the reasonable satisfaction of the City Manager and the City Attorney of the specialized knowledge, experience, expertise, and financial stability of the proposed assignee or transferee prior to review and possible approval by the City Council.

**14. Indemnification.** Operator agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all administrative, legal, or equitable actions, claims, or other proceedings instituted by any person or entity not a party to the Agreement challenging the validity of the Agreement or any action arising out of or relating to the Agreement. Operator shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorney's fees expended by the City in defense of the action or proceeding, plus staff and consultant time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Operator agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney's fees and time referenced herein.

Operator further agrees to indemnify, defend, and hold harmless City, its officers, officials, employees, agents, and consultants from any and all claims, costs, and liability for any damages, personal injury or death, or property damage which may arise directly or indirectly from Operator's Business Operations pursuant to this Agreement, except as caused by City's sole or gross negligence.

**15. Insurance.**

a. For the term of the Agreement, Operator shall be required to, and agrees to, maintain in full force and effect public liability and property damage insurance, including personal injury in an amount of not less than three million dollars (\$3,000,000) per occurrence and five million dollars (\$5,000,000) aggregate, and automobile insurance for owned and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Each policy shall have such coverage and limits as may be reasonably requested by City from time to time. Each policy shall have a self-insured retention of not more than one hundred thousand dollars (\$100,000.)

b. The insurance referenced herein shall include endorsements, naming as additional insureds the City, its officers, officials, employees, consultants, and agents. The endorsements shall also specify that the insurance is primary, with any policies held by the City to be non-contributing.

c. The insurance referenced herein shall be evidenced by certificate(s) of insurance, which shall be kept current during the term of this Agreement.



**EXHIBIT 1  
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d. The certificate(s) and endorsement(s) shall be provided to, and approved by, the City Attorney prior to Operator beginning Business Operations.

e. The insurance shall be placed with a company authorized to transact business in the State of California and with a rating of not less than A.M. Best-A, or such other rating as approved by the City Attorney.

f. Operator shall provide at least thirty (30) days' prior written notice of any cancellation, reduction in scope or amount, or material modification of the insurance referenced herein.

g. If Operator fails to maintain the insurance referenced herein, the City in its sole discretion may obtain such insurance at Operator's expense, with Operator obligated to promptly reimburse the City, or determine such failure to be Evidence of Default.

**16. Notices.** Any notice or communication required by the Agreement between the parties shall be in writing and may be delivered either personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or by registered mail, shall be deemed to have been given and received on the day of actual receipt at any of the addresses designated below as to the party to whom the notice is sent. Any party hereto may at any time, upon written notice to the other party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. However, should a party's address no longer be valid such that delivery by registered mail, return receipt required, is not successful, then delivery by U.S. mail shall be effective five business days after mailing of notice. Such notices or communications shall be given to the parties at the addresses set forth below:

To the City of Antioch:

If by personal delivery:

City of Antioch  
200 H Street  
Antioch, CA 94509

Attn: City Manager

If by U.S. mail:

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

Attn: City Manager

With a copy to:

If by personal delivery:

City of Antioch  
200 H Street  
Antioch, CA 94509

Attn: City Attorney

If by U.S. mail:

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

Attn: City Attorney

To Operator:

OTC Antioch LLC

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15030 Ventura Blvd #169  
Sherman Oaks, CA 91403  
Attn: Norman Yousif

With a copy to:

Maddocks Law P.C.  
23 Corporate Plaza Dr #150  
Newport Beach, CA 92660  
Attn: Sean Maddocks

**17. Miscellaneous**

a. Each party has had an equal opportunity to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting party shall not apply to the Agreement.

b. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement shall continue in full force and effect, unless enforcement of the Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would the frustrate the purpose of the Agreement.

c. The Parties shall take all steps reasonable and necessary to effectuate the terms and intent of the Agreement. However, no provision of the Agreement shall limit, or be construed to limit, the right of the City, the City Manager, the City Attorney, or the City Council to exercise discretion as to the Agreement or other matters.

d. The Parties are not, and shall not be construed, to be partners or joint venturers.

e. The only parties to the Agreement are City and Operator. There are no third-party beneficiaries and the Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.

f. In the event that suit is brought by either Party to the Agreement, the Parties agree that venue shall be exclusively vested in the state court of Contra Costa County, or in the U.S. District Court for the Northern District of California.

g. This Agreement and the Exhibits attached hereto contain all the representations and the entire agreement between parties with respect to the subject matter hereof.

h. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Operator for any breach hereof. As such, the Parties agree that in no event shall Operator be entitled to recover damages against City for breach of this Agreement. The City agrees that, notwithstanding any claims against Operator and/or City as referenced above, as long as Operator's State license remains intact and the Operator is in full compliance with this Agreement, the CBUP, and the City's rules and regulations, Operator's business shall be allowed to continue in operation pending the outcome of relevant public hearing(s) scheduled to address alleged violations of this Agreement and/or Operator's CBUP.

**EXHIBIT 1  
TO ATTACHMENT A**

i. This Agreement may be executed in duplicate counterpart originals, each of which is deemed to be an original, and all of which when taken together shall constitute one and the same instrument.

j. All waivers must be in writing to be effective or binding upon the waiving party and no waiver shall be implied from any omission by a party to take or not take any action with respect to default or other matters. Failure by a party to insist upon the strict performance of any provisions of the Agreement by the other party shall not constitute waiver of such party's right to demand strict compliance by the other party in the future. Furthermore, no express written waiver of any default shall affect any other default or cover any other period of time unless specified in such express waiver.

k. Notwithstanding termination or expiration of this Agreement for any reason, Sections 6c, 6d, 10 and 14 shall be continuing obligations of Operator and shall survive this Agreement.

EXECUTED AS OF \_\_\_\_\_, 2024

*[Signatures on next page]*

**EXHIBIT 1  
TO ATTACHMENT A**

CITY OF ANTIOCH

OPERATOR  
OTC Antioch LLC

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Kwame P. Reed, Acting City Manager

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By: Norman Yousif  
Its: Managing Member

Attest:

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Elizabeth Householder, City Clerk

Approved as to form:

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Thomas Lloyd Smith, City Attorney

**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT A**

[to be attached]

**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT B**

The Site is located 300 G Street, Antioch CA 94509 and is APN 066-062-012.



**EXHIBIT 1  
TO ATTACHMENT A**

**EXHIBIT C**

<b>Business type</b>	<b>Yr 1</b>	<b>Yr 2</b>	<b>Yr 3</b>	<b>Yr 4+</b>
Retail	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
Microbusiness*	<b>2%</b>	<b>3%</b>	<b>5%</b>	<b>6%</b>
Cultivation (per square foot)*	<b>\$2</b>	<b>\$3</b>	<b>\$5</b>	<b>\$6</b>
Distribution	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>
Manufacturing	<b>2%</b>	<b>3%</b>	<b>4%</b>	<b>5%</b>

\*Eligible for local employment incentive

The total amount payable to City by the Operator pursuant to this Exhibit shall be reduced by the following amount(s) if the Operator employs not fewer than the following numbers of Antioch residents on a full-time basis, providing healthcare benefits:

At least 20 City residents	1%, but not to exceed \$60,000
At least 50 City residents	3%, but not to exceed \$150,000
At least 100 City residents	6%, but not to exceed \$300,000
At least 150 City residents	9%, but not to exceed \$450,000
200 or more City residents	12%, but not to exceed \$600,000

Example: If the revenue due to the City from Operator, based on gross receipts, is \$500,000, and the Operator employs 51 City residents, then the \$500,000 would be reduced by 3% and the Operator would owe the City \$485,000.

For any Operator requesting the local employment incentive, the City reserves the right to verify the number of City residents employed on an annual basis.

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**EXHIBIT D**

Operator will donate a percentage of gross receipts to non-profit social equity programs whose purpose is to help underprivileged children or adults who have been adversely affected by drug abuse, with such programs serving Antioch residents.

Consistent with this goal, Operator will provide to Bridge Builders to the New Generation, a 501 (c)(3) non-profit corporation, or other City approved Equity Plan Organization the following funding: 0.25% in year one, 0.37% in year 2, and 0.5% in year 3 and thereafter of gross receipts (the “**Equity Contribution**”), paid consistent with the terms of the Operating Agreement.

Operator’s funding will help the Justice Center or other City approved Equity Plan Organization develop and implement a “Generations Connect” program to work with Antioch youth, in coordination with adults, to develop various life skills, knowledge and community and cross-generational connections.

In the event that Operator’s selected Equity Plan Organization has not been approved by the City at the time of Operator’s commencement of Business Operations, Operator shall either deposit the Equity Contribution into an interest bearing Escrow Account or remit the Equity Contribution directly to the City in accordance with the terms of the Operating Agreement until such time as Operator’s selected Equity Plan Organization has been approved by the City.



Bridge Builders to the New Generation  
5032 Tehachapi Way, Antioch, CA 94531  
<https://www.bridgebuildersng.org/>  
EIN: 85-1665741

## ATTACHMENT B

Founded in 2019, Bridge Builders to the New Generation (BBNG) currently serves 500+ majority BIPOC youth in seven schools in Antioch. Through school-site, after-school, and summer programming, BBNG provides youth with a culturally responsive and healing-centered space to explore their intersectional identities, name and process their trauma, develop social, emotional, and leadership capacities, engage in personal and academic goal setting, and create solutions to community problems. Through collectivity and the nurturing of possibility thinking, BBNG helps Antioch youth identify structural inequities and break the cycle of poverty, violence, and generational trauma to become self-actualized young adults. Through staff love, guidance, and peer-to-peer mentorship, BBNG youth interrupt deficit-based narratives and define their own personal, college, and professional aspirations.

Once known as a 'sundown town', the reverberation of systemic oppression pervades Antioch, through institutions like schooling, policing, housing, and healthcare. Public schools have pushed out and emotionally and psychologically harmed BIPOC youth with multidimensional struggles and their families. BBNG provides space to breathe, heal and build a bridge out of hopelessness and despair. Current program offerings include onsite school support, after-school academic support and leadership workshops, healing circles, peer mentoring, summer seminars, community mapping, college tours, and career field trips.

The ***Change the Narrative*** program provides college and career readiness grounded in culturally responsive, trauma-informed, and healing-centered social-emotional learning for middle and high school students in Antioch with marginalized, intersectional identities. Its purpose is to disrupt the trauma-to-discipline and school-to-prison pipeline by developing youth leaders both within the school environment and local community by providing staff- and peer mentorship, leadership development activities, and academic support. *Change the Narrative* gives our students a sense of belonging, fosters collectivity, and builds an expansive culture on school campuses and in the Antioch community.

Ultimately, BBNG envisions East Contra Costa County as a region that prioritizes the well-being of BIPOC youth by co-creating equity-driven solutions with youth and their families. We want to see an end to pathologizing and punishing youth for behaviors stemming from trauma. *Change the Narrative* seeks to disrupt systemic and structural inequities that plague Antioch's institutions by implementing a youth-centered, regional-specific approach, beginning with schools.

The project goals include providing youth with healing-centered communities in which they can name and process their trauma, interrogate their environments and advocate for their needs, establish a leadership identity, and meet personal, wellness, and academic goals. The project will annually serve 500+ BIPOC middle and high schoolers at five schools in Antioch Unified School District (AUSD): Deer Valley High School, Antioch High School, Dallas Ranch Middle School, Antioch Middle School, and Park Middle School, Marsh Elementary School, and Mission Elementary School.



BBNG youth are majority BIPOC - 6 18-year-olds who identify as male, female, and gender-expansive. They have intersectional experiences related to generational trauma, drug use, family separation, housing insecurity and mental health challenges. The structural violence inflicted on BIPOC communities (e.g., crack epidemic, the 'War on Drugs', police brutality, gentrification) over the last decades has pushed low-income, BIPOC families out of Oakland and San Francisco and into cities like Antioch, with a lower cost of living. BBNG youth are from these families that moved to Antioch over the last two decades. To our youth, Antioch does not feel like home.

Antioch's schools and community institutions have more work to become culturally responsive and healing-centered. In 2011, the federal Office for Civil Rights Data Collection reported that Black students made up 21% of the AUSD population yet accounted for 60% of suspensions. In 2015, the East County [NAACP sued Antioch Unified School District](#), urging the district to examine discipline data, policies, and practices through a critical race lens. In the 2021-2022 school year, data showed that even more Black students have enrolled in schools across Antioch, and their suspension rates remain disproportionately higher than all subgroups.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of August 13, 2024

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

**SUBMITTED BY:** Kwame P. Reed, Acting City Manager *KPR*

**SUBJECT:** City Council Requested Discussion Item – Discussion on Working with Contra Costa County to Create a Coordinated Outreach Referral, Engagement (C.O.R.E.) Team for Antioch

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### **RECOMMENDED ACTION**

It is recommended that the City Council discuss and provide direction to City staff.

### **FISCAL IMPACT**

The recommended action has no fiscal impact at this time.

### **DISCUSSION**

This item is for the City Council's discussion at Councilmember Ogorchock's request to hold a discussion on working with Contra Costa County to create a Coordinated Outreach Referral, Engagement (C.O.R.E.) team for Antioch.

### **ATTACHMENTS**

None