CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

Antioch City Council

REGULAR MEETING

Date: **Tuesday, June 10, 2025**

Time: 6:00 P.M. – Closed Session

7:00 P.M. – Regular Meeting

Place: **Council Chambers**

200 'H' Street

Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Ron Bernal, Mayor
Louie Rocha, Mayor Pro Tem (District 2)
Tamisha Torres-Walker, Council Member District 1
Donald P. Freitas, Council Member District 3
Monica E. Wilson, Council Member District 4

Melissa Rhodes, City Clerk
Jorge R. Rojas, City Treasurer

Bessie Marie Scott, City Manager
Derek Cole, Interim City Attorney

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Unless otherwise noted, City Council actions include a determination that the California Environmental Quality Act (CEQA) does not apply. The Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: Notifications – City of Antioch, California (antiochca.gov) 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). 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.

6:00 P.M. **ROLL CALL – CLOSED SESSION –** for Council Members ***– Council Members District 1 Torres-Walker, District 4 Wilson, Mayor Pro Tem (District 2) Rocha, and Mayor Bernal (Council Member District 3 Freitas – Arrived at 6:01 p.m.)***

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(d)(1)): California Resources Pipeline Corporation v. City of Antioch, Contra Costa Superior Court Case No. MSN21-2354.

No reportable action

2) **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS** – pursuant to California Government Code section 54956.8; Property: Lone Tree Golf Course, 4800 Golf Course Road, Antioch, CA 94531; Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager, Derek Cole, Interim City Attorney, and Brad Helfenberger, Assistant City Manager; Antioch Public Golf, Incorporated Negotiator: Ronald Parish, General Manager; Under Negotiation: Terms of Payment.

No reportable action

6:02 P.M. ***ADJOURNED TO CLOSED SESSION***

7:03 P.M. **ROLL CALL – REGULAR MEETING –** for City Council Members ***– All Present***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

[CITY CLERK READ OUT THE SPEAKER RULES FOR THE COUNCIL MEETING]

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.*

1. PROCLAMATIONS

- Proclamation Commemorating Juneteenth, 2025
- Honoring Mac's Old House Restaurant

Approved, 5/0

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

STAFF REPORT **STAFF REPORT**

MAYOR TO ADMINISTER OATH OF OFFICE TO SASHA JORDAN, J.D.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS **STAFF REPORT**

- JUNETEENTH – A Freedom Celebration: June 19, 2025
  - Williamson Ranch Park
    Lone Tree Way (cross street Hillcrest Avenue), Antioch, CA
- Downtown Farmers Market

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

3. PRESENTATIONS – *Investment Presentation–PFM Asset Management LLC, presented by Justin Resuello, Institutional Sales and Relationship Manager*

– *Contra Costa County – Antioch Library Update, Presented by David Marsh, Senior Community Library Manager*

STAFF REPORT **STAFF REPORT**

4. *CONSENT CALENDAR*

A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 13, 2025

Approved, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 20, 2025

Approved, 5/0

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

STAFF REPORT

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 22, 2025

Approved, 5/0

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

STAFF REPORT

D. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 27, 2025

Continued, 5/0

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

STAFF REPORT

E. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 28, 2025

Continued, 5/0

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

STAFF REPORT

F. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR JUNE 9, 2025

Continued, 5/0

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

STAFF REPORT

G. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

H. REJECTION OF CLAIM: LEEANRE WHITE

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Leeanre White.

STAFF REPORT

I. RESOLUTION APPROVING A FREEWAY MAINTENANCE AGREEMENT FOR STATE ROUTE HIGHWAY 4 BETWEEN POST-MILE R25.6 AND POST-MILE T30.5

Reso No. 2025/101 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute the Freeway Maintenance Agreement for State Route Highway 4 between Post-Mile R25.6 and Post-Mile T30.5 with the State of California Department of Transportation.

STAFF REPORT

J. APPROVAL OF A MULTI-YEAR CONSULTANT SERVICES AGREEMENT FOR ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES WITH GATES AND ASSOCIATES IN THE AMOUNT OF $500,000

Reso No. 2025/102 Adopted, 4/1 (Rocha-NO)

Recommended Action: It is recommended that the City Council adopt a resolution approving a Consultant Services Agreement with Gates and Associates for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

STAFF REPORT

K. APPROVAL OF A MULTI-YEAR CONSULTANT SERVICES AGREEMENT FOR ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES WITH VERDE DESIGN INC. IN THE AMOUNT OF $500,000

Reso No. 2025/103 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a Consultant Services Agreement with Verde Design Inc. for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

STAFF REPORT

L. APPROVAL OF A SOLE SOURCE AGREEMENT WITH TRIMBLE, INC. FOR SOFTWARE LICENSE USE OF THEIR COMPUTER MAINTENANCE MANAGEMENT SYSTEM, 'UNITY MAINTAIN', FORMERLY CITYWORKS

Reso No. 2025/104 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an agreement with Trimble, Inc. (previously Azteca Systems, LLC) for software licensing use of Unity Maintain (previously CityWorks), for a five (5) year term ending June 30, 2030, for an amount not to exceed $638,237.54, and authorizing the City Manager or designee to execute the agreement with Trimble Inc. in a form approved by the City Attorney.

STAFF REPORT

M. APPROVAL OF A MULTI-YEAR AGREEMENT WITH ROK TECHNOLOGIES, LLC TO PROVIDE A SECURE CLOUD ENVIRONMENT FOR GIS ACCESSIBILITY IN THE AMOUNT OF $410,100

Reso No. 2025/105 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an agreement with Rok Technologies, LLC, a GIS Cloud Environment Managed services, to provide managed cloud services through a secure environment, to host the City's GIS system for continued inter-departmental support, for a five (5) year term ending on August 14, 2030, in the amount of $410,100, and authorizing the City Manager or designee to execute the Agreement with Rok Technologies LLC, for GIS Cloud Environment Services in a form approved by the City Attorney.

STAFF REPORT

N. CONSIDERATION OF BIDS FOR THE PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS PROJECT (P.W. 709-2)

Reso No. 2025/106 Adopted, 5/0

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

- Rejecting the bid submitted by JV Lucas Paving, Inc. as nonresponsive;
- Awarding the construction agreement for the Pavement Plugs and Leveling Courses at Various Locations Project to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc.; and
- Approving an agreement with Consolidated Engineering, Inc. in the amount of $2,189,924 and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

STAFF REPORT

CONSENT CALENDAR – Continued

O. RESOLUTION APPROVING A CONSULTING SERVICES AGREEMENT WITH COLE PRO MEDIA IN AN AMOUNT NOT TO EXCEED $96,000

Reso No. 2025/107 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the resolution approving a Consulting Services Agreement with Cole Pro Media in an Amount not to Exceed $96,000 for a term ending June 30, 2026 and authorizing the City Manager to execute the Consulting Services Agreement in a form approved by the City Attorney.

STAFF REPORT

PUBLIC HEARING

5. PUBLIC HEARING PURSUANT TO GOVERNMENT CODE SECTION 3502.3 ASSEMBLY BILL (AB) 2561 TO RECEIVE A REPORT ON CITY OF ANTIOCH VACANCIES, RECRUITMENT AND RETENTION EFFORTS

Received and filed

Recommended Action: It is recommended that the City Council *receive the presentation on the City's vacancy rates, recruitment efforts, and employee retention strategies, as required by Assembly Bill 2561.*

STAFF REPORT

6. THE RANCH PROJECT - PHASE II (PD2023-0003, UP2025-0007, DR2025-0017)

Reso No. 2025/108 Adopted, 5/0

Recommended Action: The Planning Commission recommends that the City Council adopt a resolution approving a Vesting Tentative Subdivision Map, Use Permit, and Design Review for Phase II of The Ranch Project.

CEQA: An Environmental Impact Report was prepared for The Ranch Project in accordance with the California Environmental Quality Act (CEQA) and was certified by the City Council on July 28, 2020 (SCH No. 2019060012).

STAFF REPORT

9:55 P.M. RECESS
10:09 P.M. RECONVENED – All Present

PUBLIC HEARING – Continued

7. JESSICA COURT MULTIFAMILY PROJECT (DR2023-0005)

Direction provided to staff to continue item for applicant to address council's concerns, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a Tentative Subdivision Map, Design Review, Variance, and Tree Removal Permit.

CEQA: The proposed project qualifies for a Class 32 exemption for Infill Development and further environmental review under CEQA is not required.

STAFF REPORT

COUNCIL MEMBER TORRES-WALKER MADE A MOTION TO EXTEND THE MEETING TO 11:30 P.M., SECONDED BY MAYOR PRO TEM ROCHA; APPROVED 5/0

COUNCIL REGULAR AGENDA

8. AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT WITH ONE DAY AT A TIME, INCREASING THE AGREEMENT AMOUNT BY $530,623, WITH FISCAL SPONSOR COMMUNITY INITIATIVES, FOR THE 2022-25 CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM (CALVIP)

DURING COUNCIL DISCUSSION OF REGULAR AGENDA ITEM #8, MAYOR PRO TEM ROCHA MADE A MOTION TO EXTEND THE MEETING TO 12:00 A.M., SECONDED BY COUNCIL MEMBER TORRES-WALKER; APPROVED 5/0

DURING COUNCIL DISCUSSION OF REGULAR AGENDA ITEM #8, COUNCIL MEMBER FREITAS MADE A MOTION TO EXTEND THE MEETING TO 12:20 A.M., SECONDED BY COUNCIL MEMBER TORRES-WALKER; APPROVED 5/0

Reso No. 2025/109 Adopted recommending ODAT work with the City Manager, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the second amendment to the Consulting Services Agreement with One Day at a Time (ODAT), with fiscal sponsor Community Initiatives, for the City of Antioch's 2022–2025 California Violence Intervention and Prevention (CalVIP) grant. The amendment increases the total contract amount from $530,823 to an amount not to exceed $689,028 and extends the term of the agreement through June 30, 2026.

STAFF REPORT

9. AMENDMENT NO. 3 TO THE CONSULTING SERVICES AGREEMENT WITH ADVANCE PEACE INCREASING THE AMOUNT BY $50,000 FOR SUPPORT OF THE CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM (CALVIP)

Reso No. 2025/110 Adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the third amendment to the Consulting Services Agreement with Advance Peace for Technical Assistance/Support, Training and development for the 2022-25 City of Antioch's California Violence Intervention and Prevention (CalVIP) in the amount of $50,000 and authorizing the City Manager or designee to execute the third amendment to the Consulting Services Agreement in a form approved by the City Attorney.

STAFF REPORT

10. CITY COUNCIL REQUESTED DISCUSSION ITEM – COUNCIL RECESS IN JULY

Council motioned to schedule the July 8, 2025, Council Meeting and cancel the July 22nd Council Meeting, Approved, 5/0

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

STAFF REPORT

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 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 the meeting at 12:17 a.m.
In Memory of Joseph Zamora
Approved, 5/0

CITY OF
ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

PROCLAMATION COMMEMORATING JUNETEENTH 2025

WHEREAS, Juneteenth is recognized as Freedom Day or our country's second Independence Day;

WHEREAS, Juneteenth was the day that slavery ended in the United States resulting in the emancipation of all slaves and beginning the restoration of culture, name, language, faith, and identity;

WHEREAS, President Abraham Lincoln first issued the Emancipation Proclamation on January 1, 1863, freeing the enslaved people in the South, but those orders were ignored by confederate southern slave owners;

WHEREAS, on June 19, 1865, Union soldiers arrived in Galveston, Texas and enforced the President's order, freeing the enslaved people two and a half years after the Emancipation Proclamation was issued;

WHEREAS, other systems of oppression and systematic inequalities, such as sharecropping, Jim Crow, redlining, and mass incarceration, the reverberation of Black bodies and Black impoverishment, continued well past slavery and some persist to this day, affecting the physical and mental health, safety, and even the continuing education of young African American children;

WHEREAS, liberation from these systems of oppression, demands nothing less than Black economic liberation manifested through financial literacy, a positive sense of self, an upright ethical and moral compass, high-earning jobs, mentors willing to share the means of self-improvement, and the ability to own the land in one's own neighborhood;

WHEREAS, many African Americans have advanced academically, politically, and financially and continue to strive to build wealth within the Black community in and beyond; and

WHEREAS, on June 19, 2025, the City of Antioch will hold its Annual Juneteenth Celebration at Williamson Ranch Park, with speakers sharing our rich, proud history, music, ethnic foods, and activities. We invite all our brothers, sisters, and friends of every culture and ethnicity to join us for this historical event and celebration.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch, do hereby acknowledge June 19th, 2025, as Juneteenth in the City of Antioch, the annual recognition of Black emancipation, the celebration of the past, present, and future of Black economic liberation, and our commitment to eradicate systemic racism that undermines our collective prosperity.

JUNE 10, 2025

_____

RON BERNAL, Mayor

CITY OF
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CALIFORNIA
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HONORING

MAC'S OLD HOUSE RESTAURANT

WHEREAS, Mac's Old House Restaurant has been a beloved cornerstone of the Antioch community for 42 remarkable years, serving generations of residents with warmth, tradition, and unforgettable meals;

WHEREAS, in 1983, Gary Noe fulfilled a dream by transforming an old house into a welcoming dining establishment, bringing the timeless flavors of Bertola's style to Antioch, joined by Rick Cook, a dedicated chef with over a decade of experience at the iconic Bertola's in Oakland;

WHEREAS, from the very first day, Mac's Old House was embraced by the community and quickly became a cherished gathering place, known for its hearty meals, friendly service, and enduring charm;

WHEREAS, over the decades, Mac's Old House weathered economic challenges, evolving times, and a global pandemic, all while continuing to provide comfort and consistency to its patrons;

WHEREAS, more than three million meals have been served under its roof, thanks to the tireless efforts of Gary, Rick, and a dedicated team of employees whose loyalty and passion made Mac's much more than a restaurant – it became a second home to many; and

WHEREAS, the spirit of Mac's Old House lives in the stories shared, the milestones celebrated, and the memories made by generations of Antioch families and visitors alike.

NOW, THEREFORE, I, RON BERNAL, Mayor of the City of Antioch *on behalf of the City Council and the citizens of Antioch, do hereby proclaim our deepest appreciation to Mac's Old House Restaurant for 42 years of outstanding service, community spirit, and culinary excellence.*

JUNE 10, 2025

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RON BERNAL, Mayor

REPUBLIC SERVICES

ALL PHASE BROKERS
SALES • LOANS • INVESTMENTS

METZ ENTERTAINMENT GROUP

IRONWORKERS Family Health | Marathon Health

ANTIOCH CALIFORNIA
OPPORTUNITY LIVES HERE

JUNETEENTH

A FREEDOM CELEBRATION

19 JUNE 2025
4 PM - 8 PM

SCAN

DOMINO + DOUBLE DUTCH TOURNAMENTS

GAMES + RIDES

FOOD TRUCKS + VENDORS

LIVE PERFORMANCES BY UNIVERSAL SOUL AND SHANICE

WILLIAMSON RANCH PARK
ANTIOCH, CA
ANTIOCHCA.GOV/JUNETEENTH

#2

pfm asset management

City of Antioch

Investment Performance Review
For the Quarter Ended March 31, 2025

Client Management Team

Monique Spyke, Managing Director
Justin Resuello, Institutional Sales & Relationship Manager
Kyle Tanaka, Assistant Program Administrator
Jeremy King, Key Account Manager

PFM Asset Management
A division of U.S. Bancorp Asset Management, Inc

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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#3.01

Market Update

Current Market Themes

- U.S. economy is clouded by tariff and policy uncertainty
  - Labor market continues to serve as backbone
  - Goods inflation weighs on progress towards Fed's 2% inflation target
  - Fiscal policy uncertainty and volatile tariff rollouts weigh on consumer sentiment

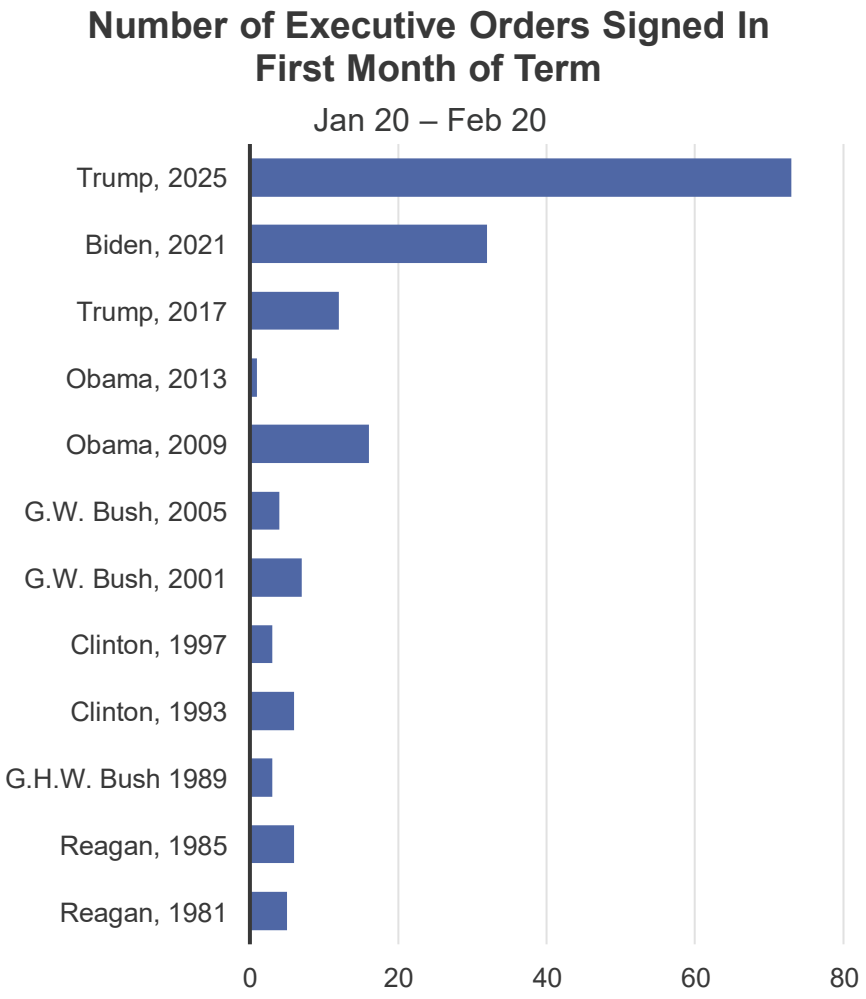
- Fed takes a pause from easing but looks to continue cutting later this year
  - The Fed kept the federal funds target rate unchanged at 4.25% - 4.50%
  - The Fed's March "dot plot" implies another 50 bps of cuts in 2025
  - Fed Chair Powell stated the administration's "significant policy changes" relating to trade, immigration, fiscal policy, and regulation is creating "considerable uncertainty"

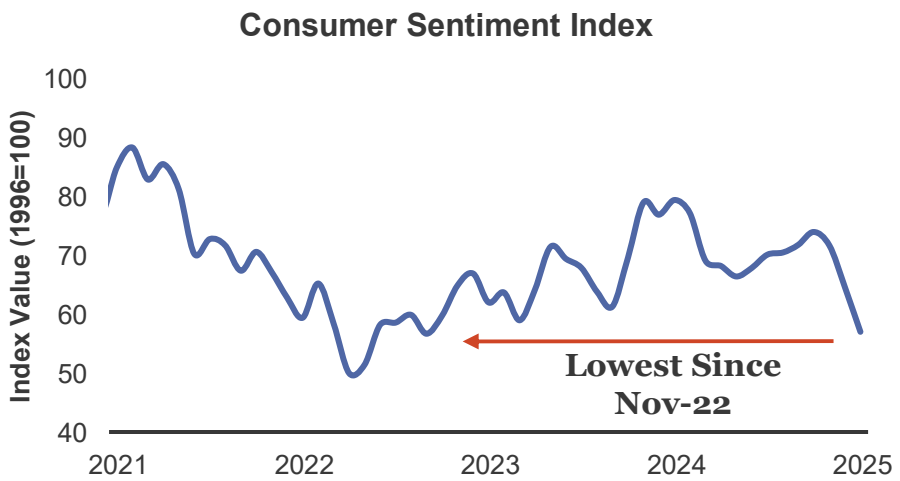
- Treasury yields fall on growing uncertainty
  - Yields on maturities between 2 years and 10 years fell 35-43 bps during the 1st quarter
  - The yield curve reinverted on the front end while the steepness of the curve between 2 years and 10 years was unchanged
  - Yield spreads widened off their historically low levels given growing economic concerns but still remain tight

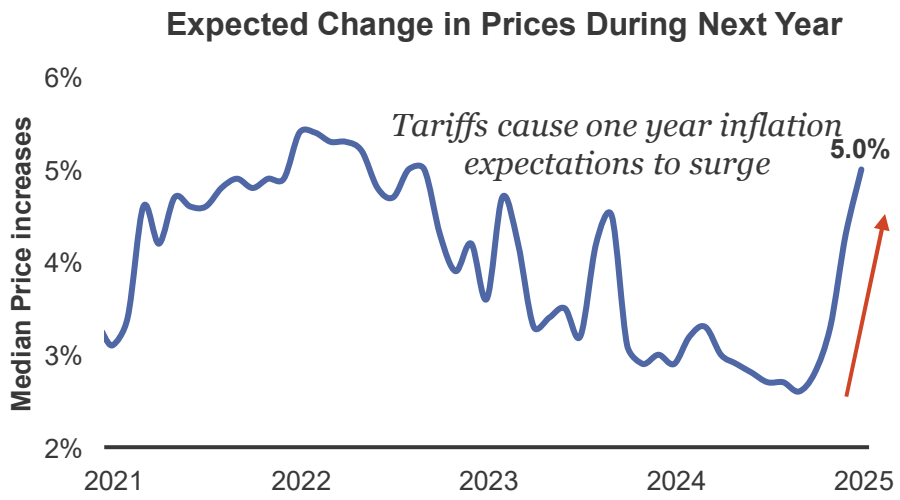
Source: Details on market themes and economic indicators provided throughout the body of the presentation. Bloomberg Finance L.P., as of March 31, 2025.

Policy Changes Increase Consumer Uncertainty

Fed Chair Powell: "We understand that sentiment is quite negative at this time, and that probably has to do with … turmoil at the beginning of an administration…"







Source: FOMC Chair Jerome Powell Press Conference, March 19, 2025. Bloomberg Finance L.P. and Federal Register :: Executive Orders, as of March 2025 (left). University of Michigan Consumer, as of March 2025 (right).

Tariffs Have Broad Economic Implications

Tariff Implications

Inflation

Fed staff research[1] suggests each 10% increase in the effective tariff rate leads to a 0.8% increase in inflation

Economic Impact

Fed staff research[1] suggests each 10% increase in the effective tariff rate leads to a 1.4% decrease in GDP

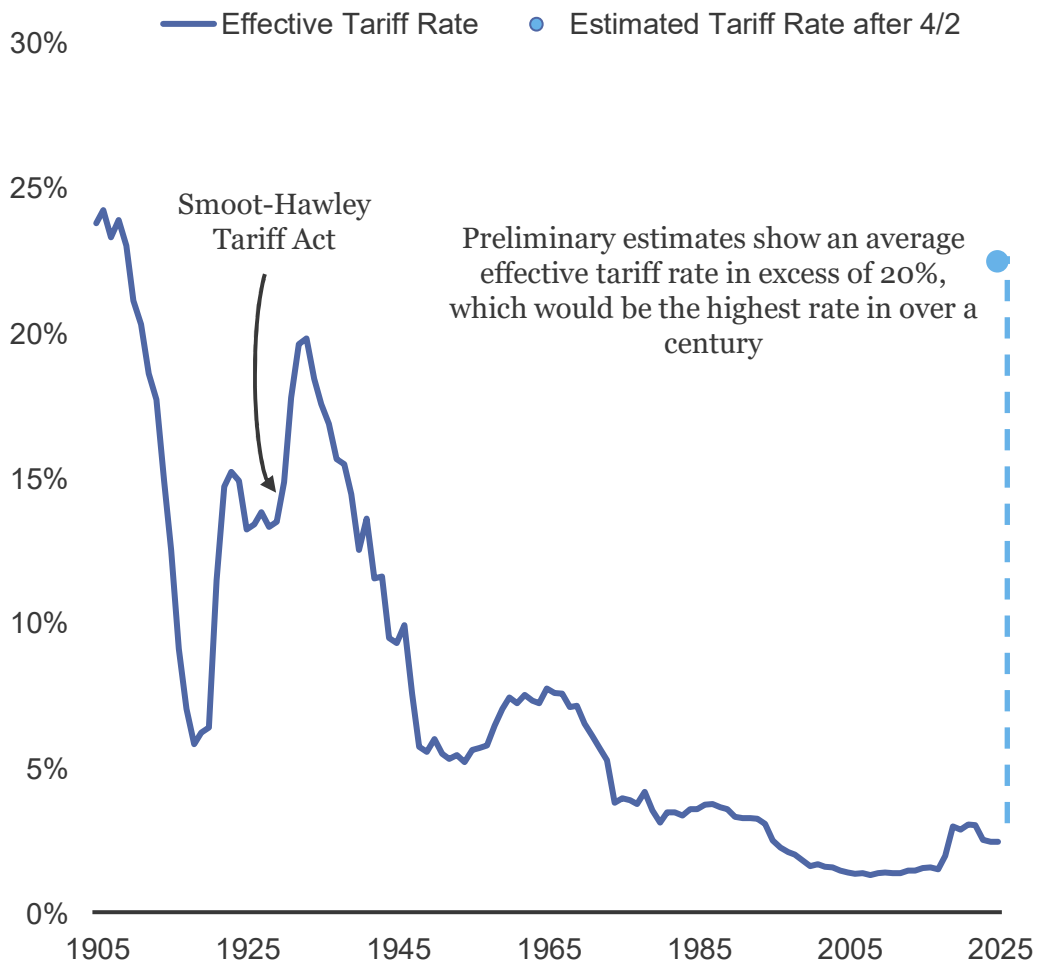
Tariff Revenues

Each $100 billion of tariffs paid by the consumer is approximately equal to a 0.4% increase in income taxes

Consumer Spending

Price increases and uncertainty could directly impact consumer confidence and spending habits

Effective Tariff Rate

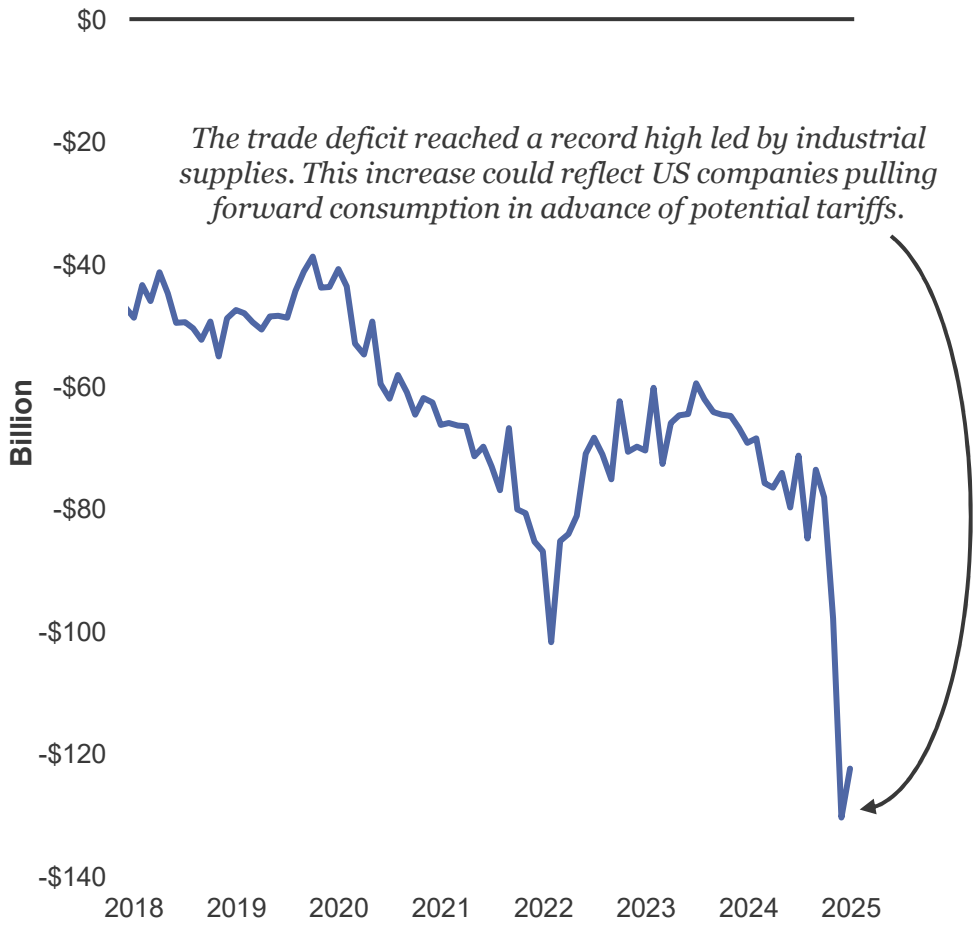


Source: PFMAM calculations, Bloomberg Finance L.P., Bureau of Economic Analysis. As of April 2025.
[1]Federal Reserve: Tealbook A, September 2018

Tariffs Drive Growth Expectations Lower

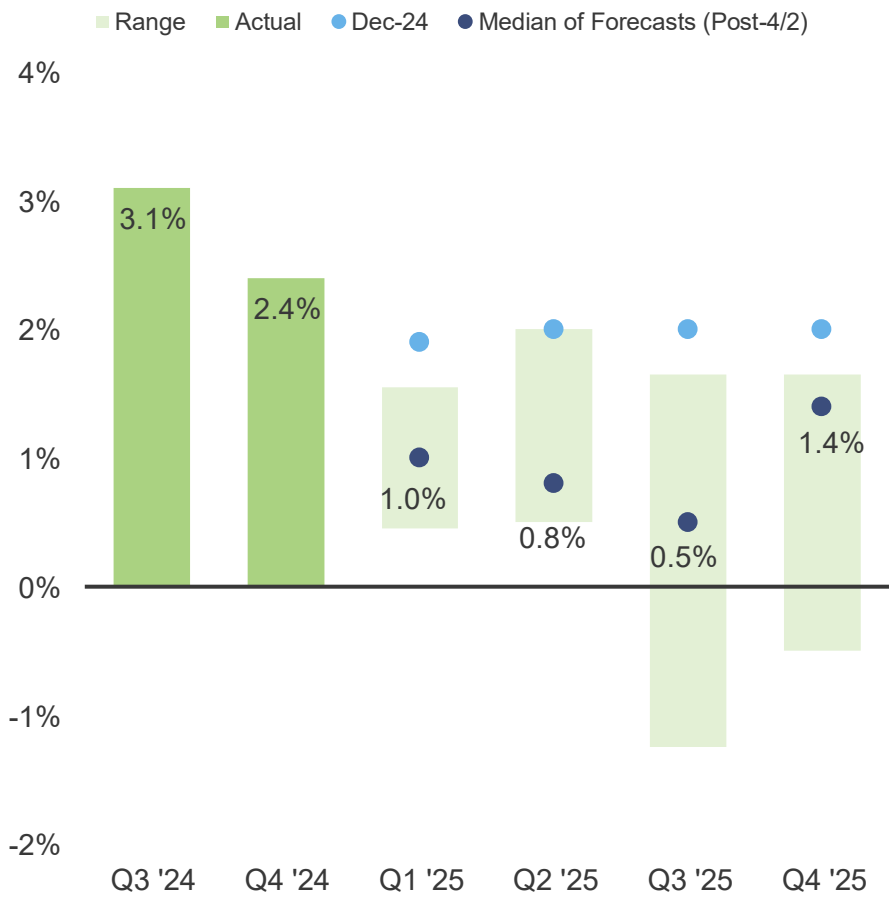
Fed Chair Powell: "But we kind of know there are going to be tariffs and they tend to bring growth down."

U.S. Trade Balance



U.S. GDP Forecasts

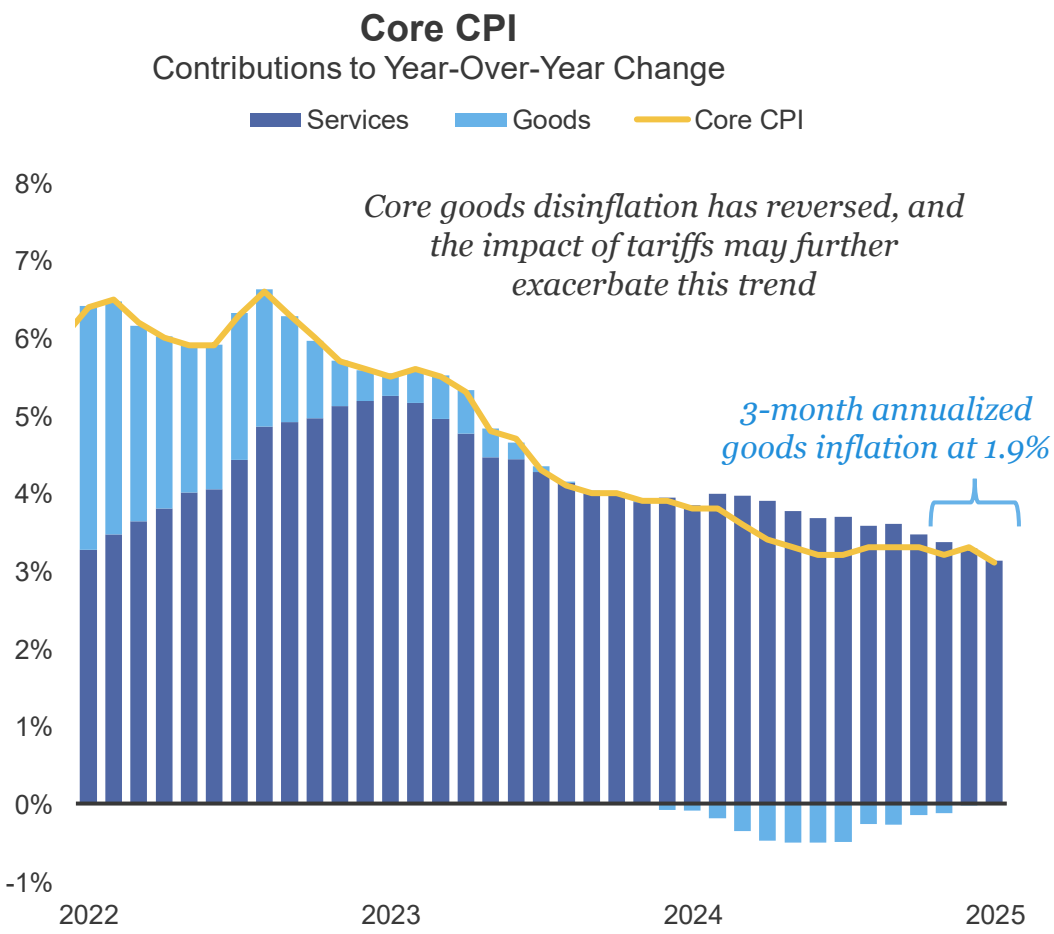
Annualized Rate

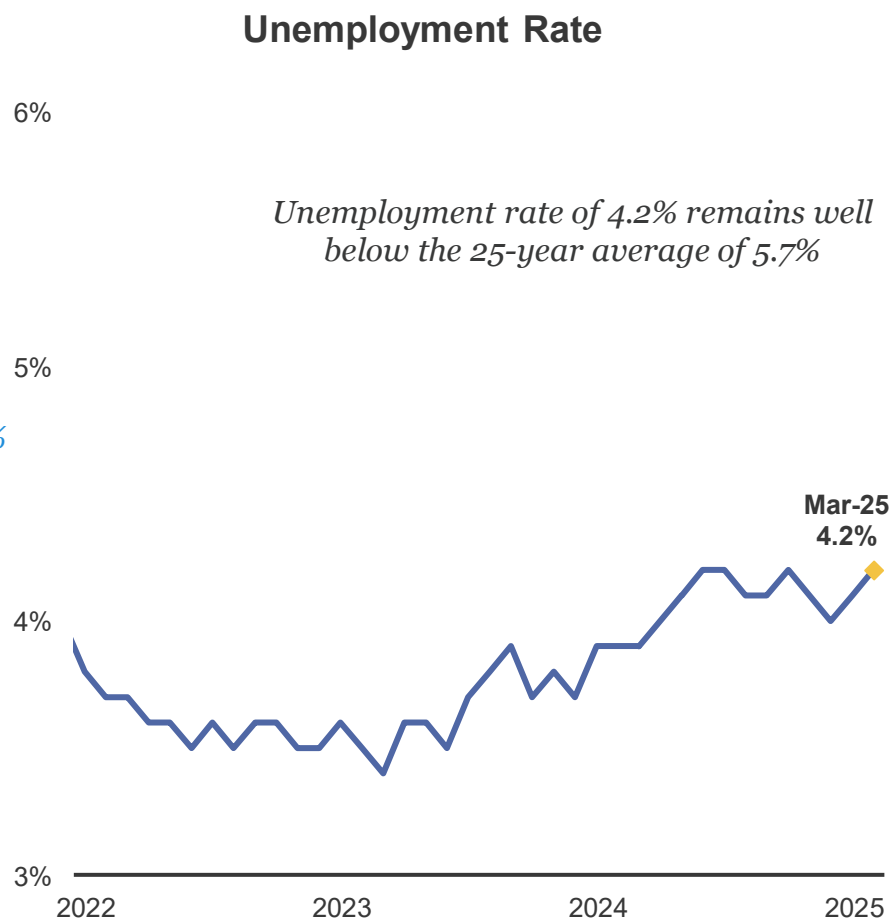


Source: FOMC Chair Jerome Powell Press Conference, March 19, 2025; Bloomberg Finance L.P. and the U.S. Census Bureau as of February 2025 (left). Bureau of Economic Analysis and Bloomberg Finance L.P., as of April 2025. Survey responses after April 2, 2025 included in median and forecast range (right).

The Fed's Dual Mandate Gets More Complicated

Fed Chair Powell : "...ultimately, though, it's too soon to be seeing significant effects [from tariffs] in economic data..."

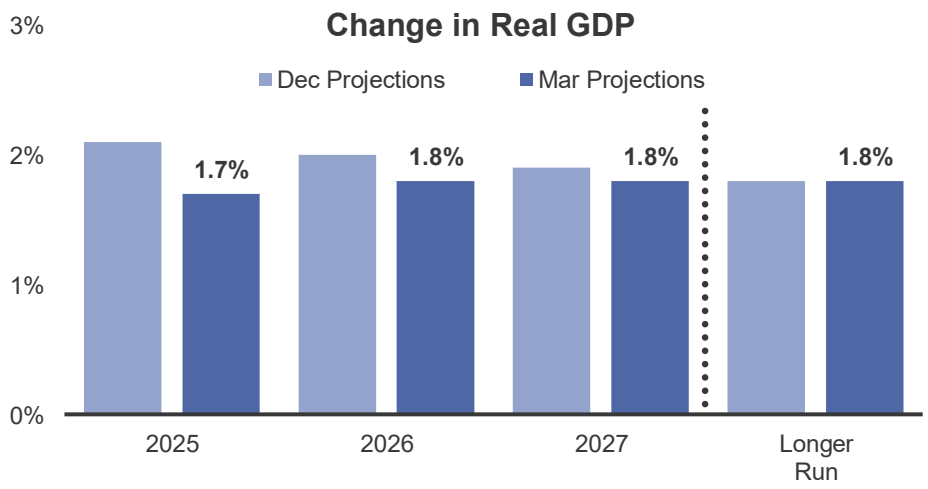


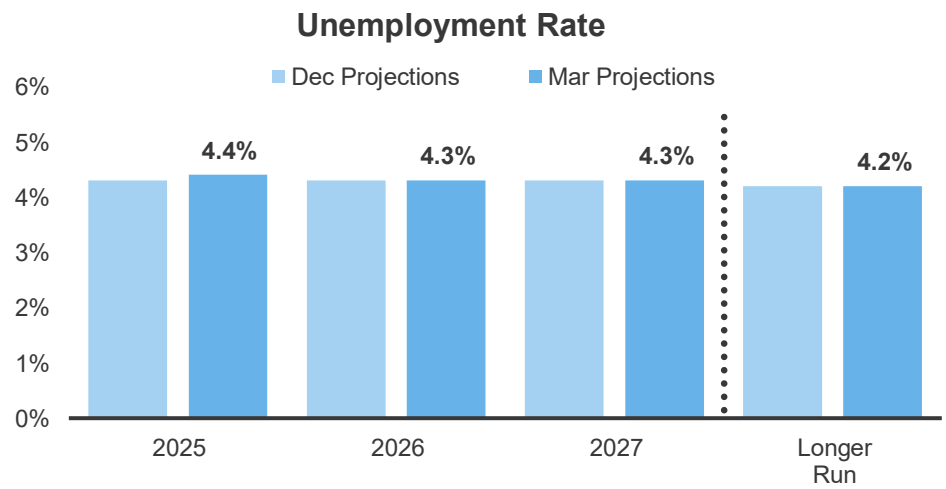


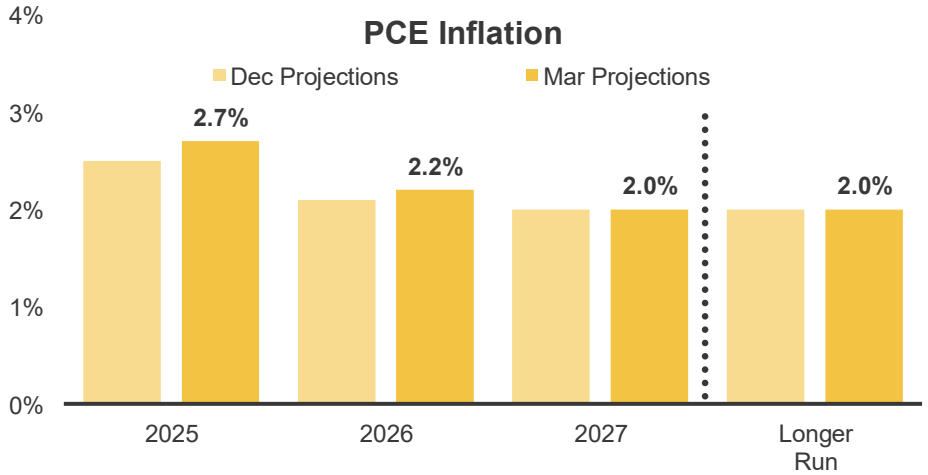
Source: FOMC Chair Jerome Powell Press Conference, March 19, 2025. Bureau of Labor Statistics, and Bloomberg Finance L.P., as of February 2025 (left). Bureau of Labor Statistics, and Bloomberg Finance L.P., as of March 2025 (right). Data is seasonally adjusted. Historical average unemployment rate calculated from March 2000 – March 2025.

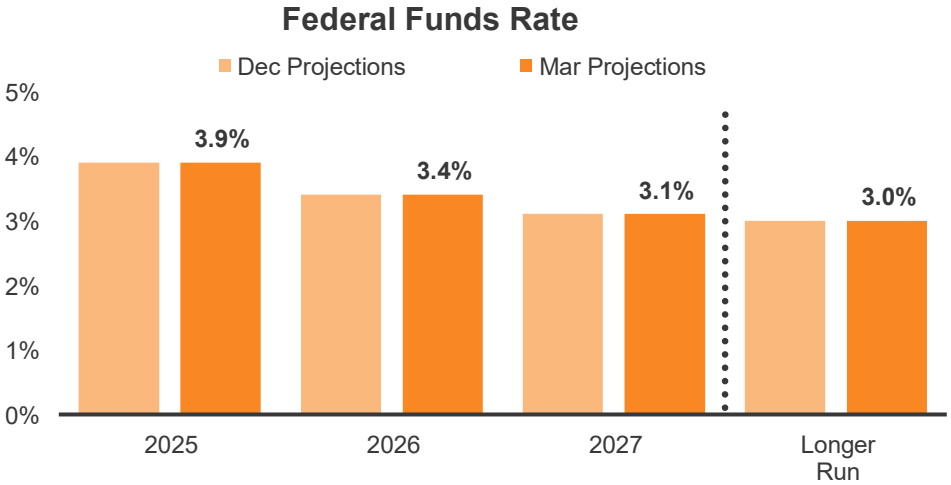
Fed's Updated Summary of Economic Projections

Fed Chair Powell: "... you see weaker growth but higher inflation—they kind of offset—and also, frankly, a little bit of inertia. When it comes to changing something in this highly uncertain environment, you know, I think there is a level of inertia where you just say, maybe I'll stay where I am.







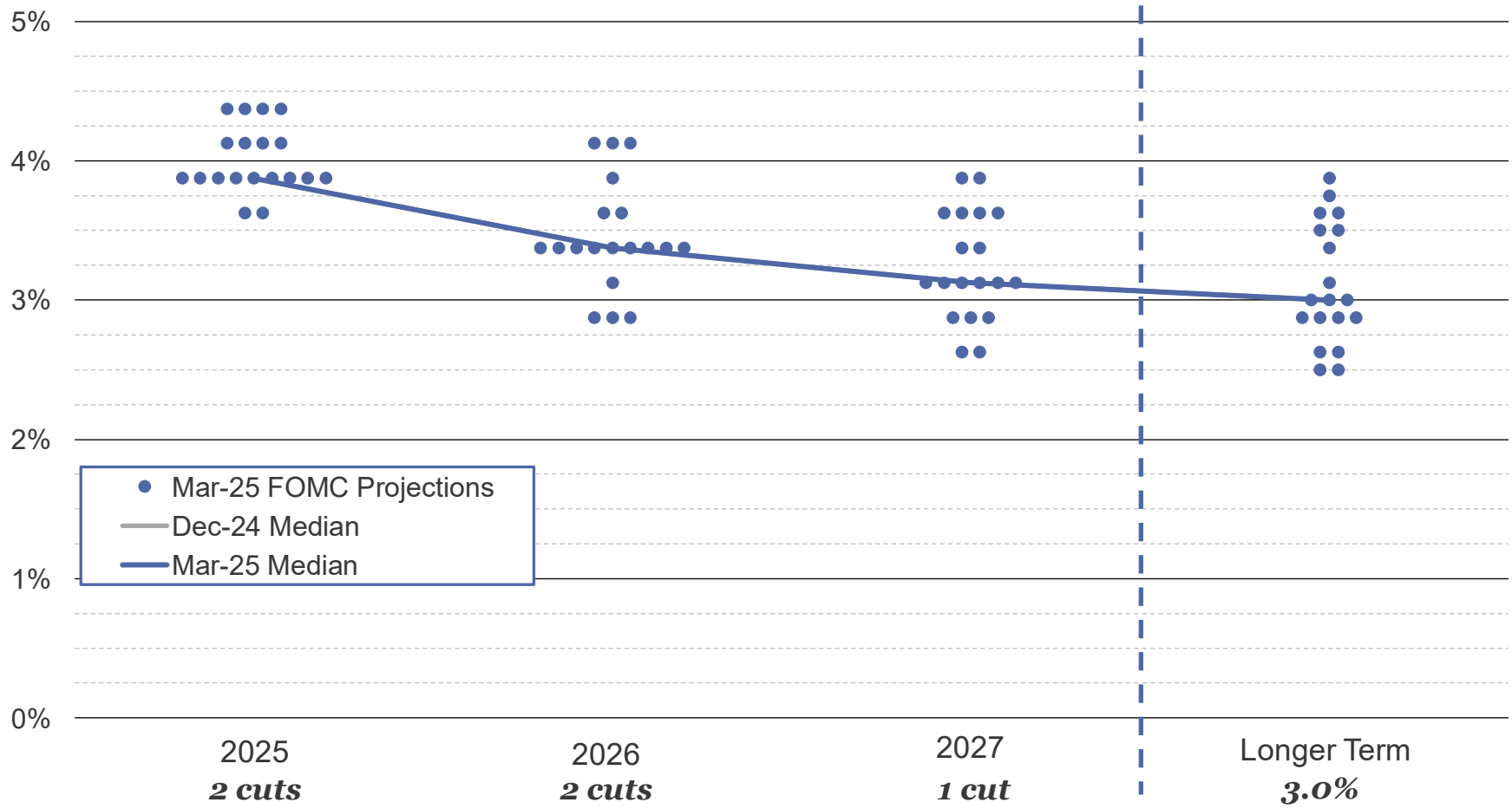


Source: FOMC Chair Jerome Powell Press Conference, March 19, 2025. Federal Reserve, latest economic projections as of March 2025.

Fed's Latest "Dot Plot" Shows No Change to Median Projection

Fed Chair Powell: "What would you write down? It's really hard to know how this is going to work out. And, again, we think our policy is in a good place … where we can move in the direction where we need to."

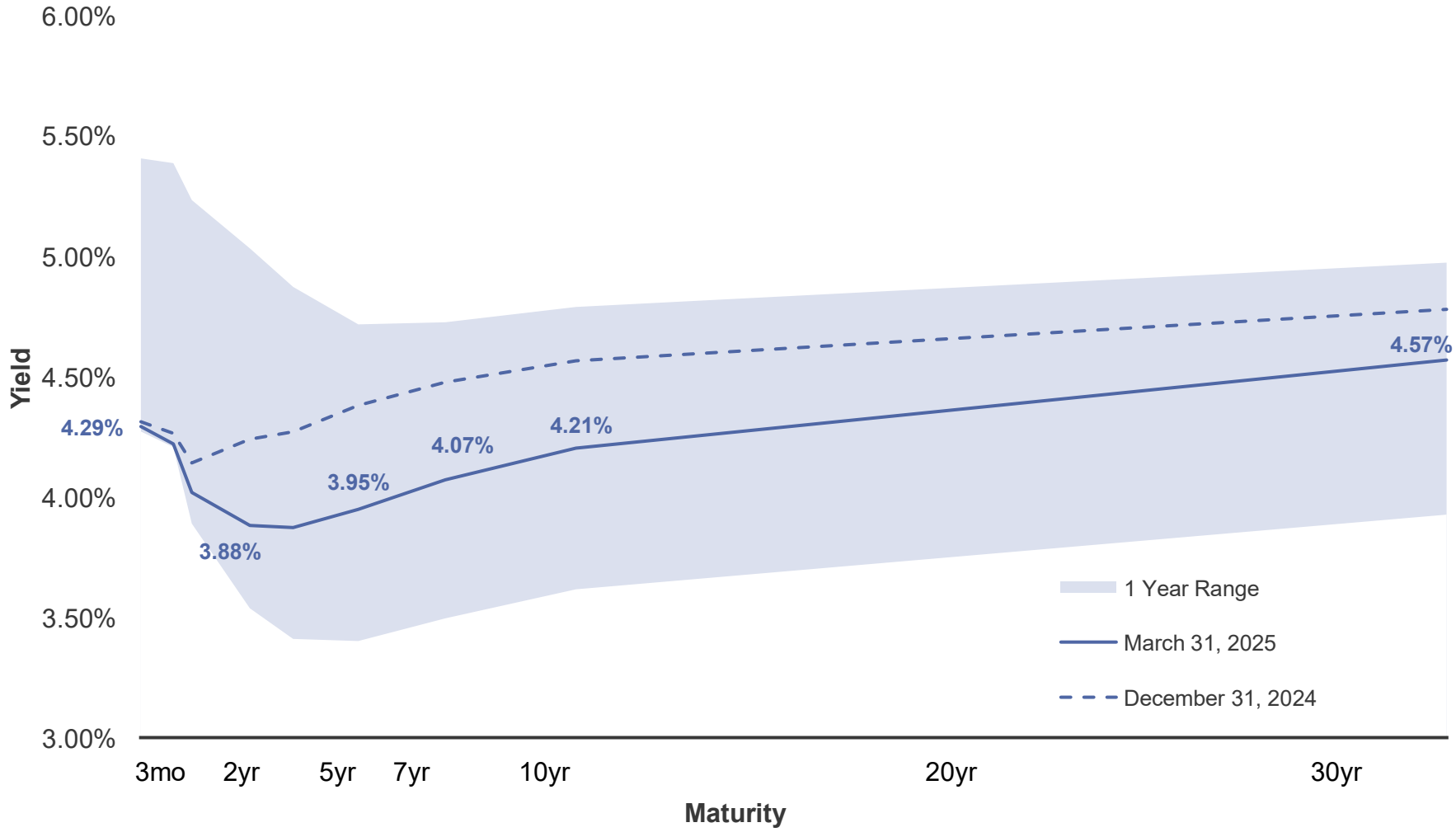
Fed Participants' Assessments of 'Appropriate' Monetary Policy



Source: *FOMC Chair Jerome Powell Press Conference, March 19, 2025. Federal Reserve; Bloomberg Finance L.P.. Individual dots represent each Fed members' judgement of the midpoint of the appropriate target range for the federal funds rate at each year-end. As of March 2025.*

Treasury Yields Lower Across the Curve

U.S. Treasury Yield Curve



Source: Bloomberg Finance L.P., as of March 31, 2025.

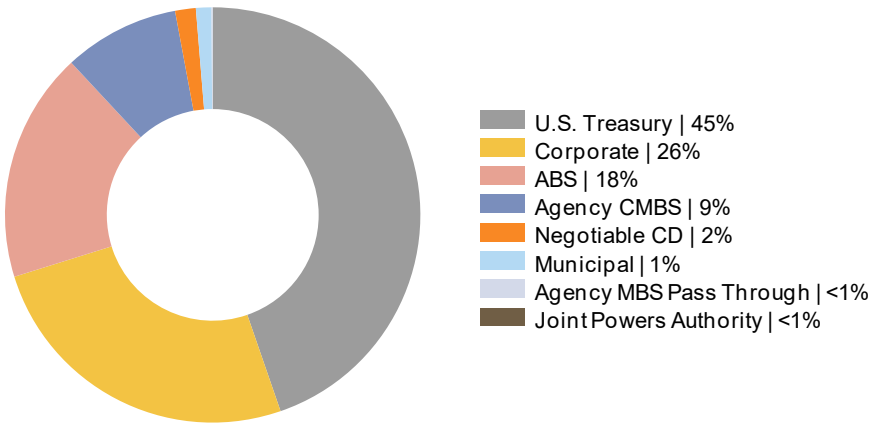
Account Summary

Portfolio Snapshot - CITY OF ANTIOCH, CA[1]

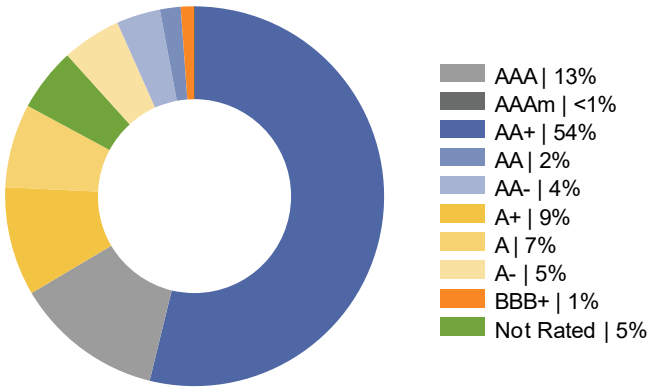
Portfolio Statistics

Total Market Value	$117,307,576.72
Managed Account Sub-Total	*$116,355,668.84*
Accrued Interest	*$944,279.19*
Pool	*$7,628.69*
Portfolio Effective Duration	1.77 years
Benchmark Effective Duration	1.75 years
Yield At Cost	4.49%
Yield At Market	4.20%
Portfolio Credit Quality	AA

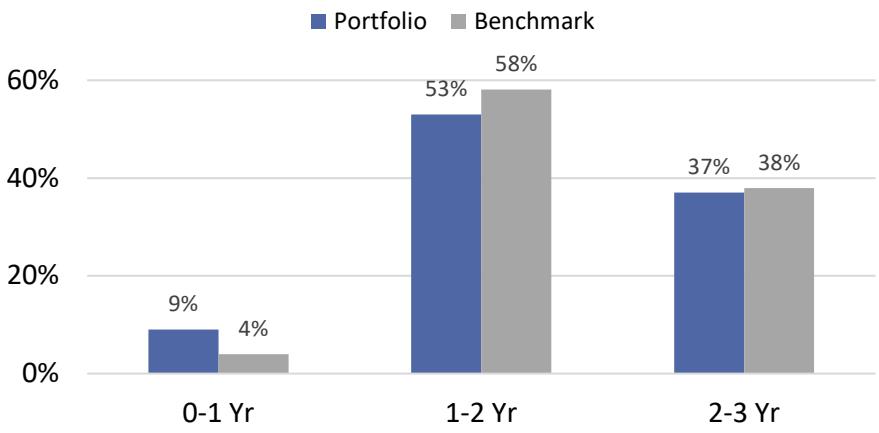
Sector Allocation



Credit Quality - S&P

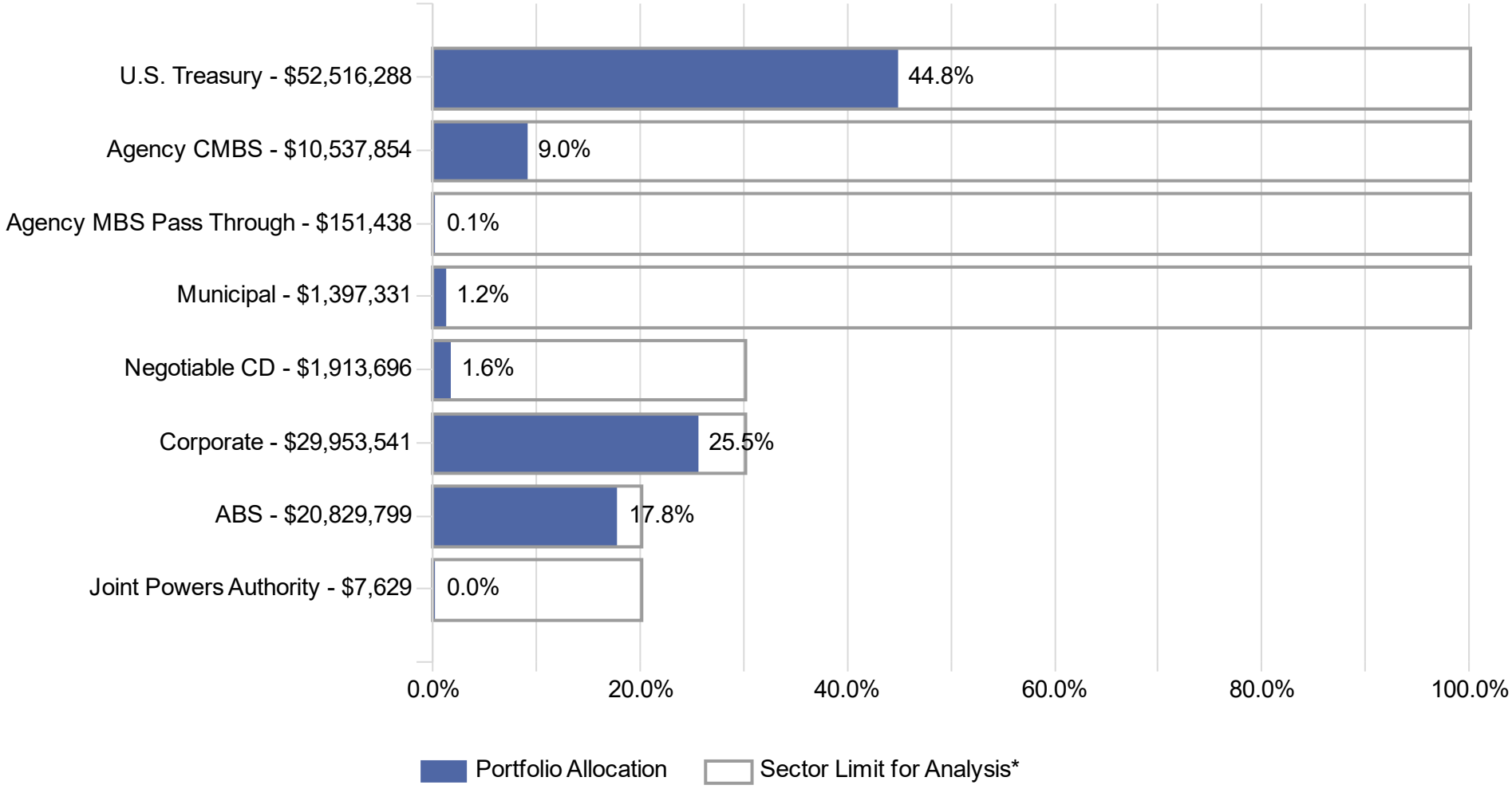


Duration Distribution



1. Total market value includes accrued interest and balances invested in CAMP, as of March 31, 2025.
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 Financial LP.
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.*

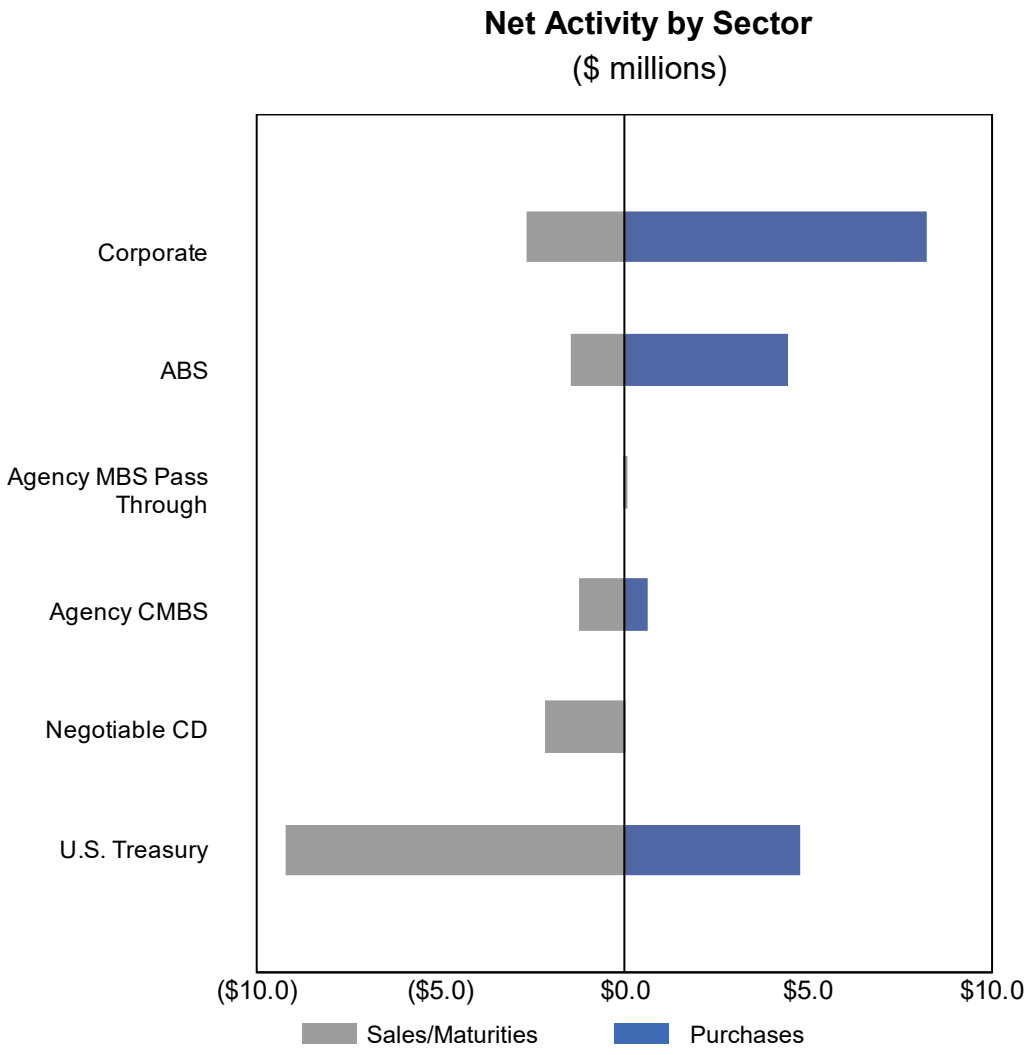
Certificate of Compliance

During the reporting period for the quarter ended March 31, 2025, 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, a division of U.S. Bancorp Asset Management, Inc.*

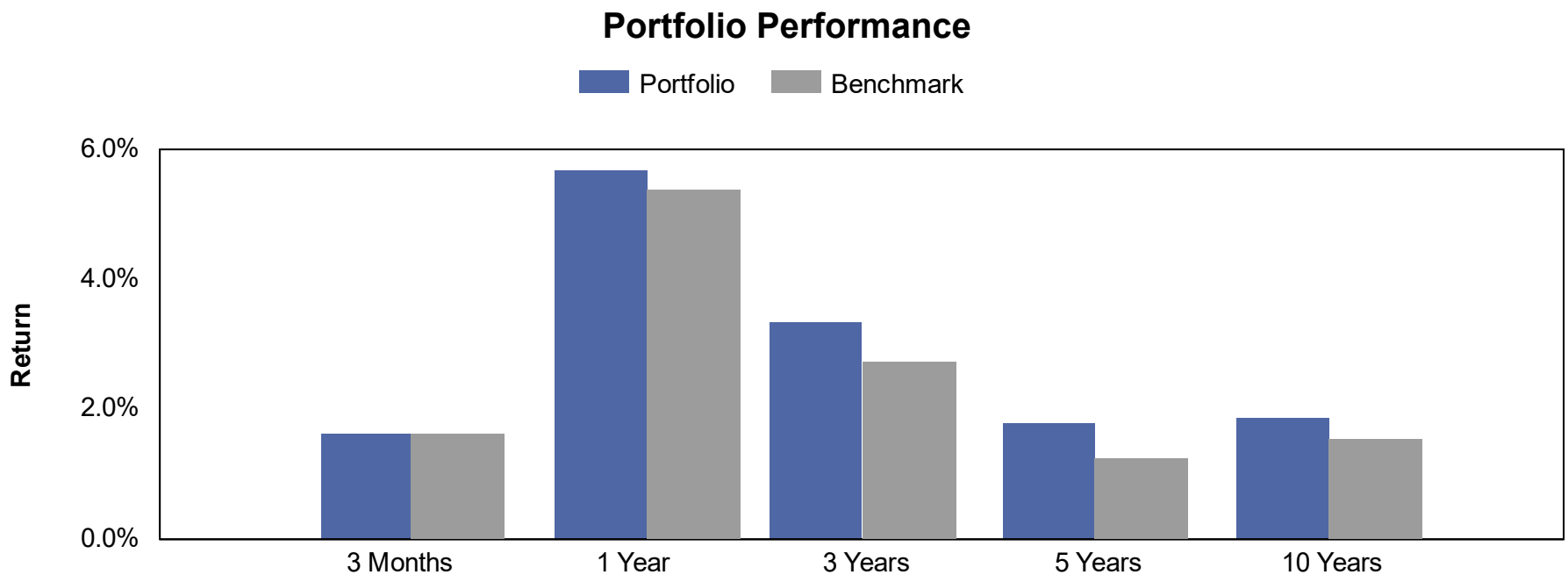
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Financial LP Asset and Investment Management ("AIM").

Portfolio Activity - CITY OF ANTIOCH, CA



Sector	Net Activity
Corporate	$5,553,010
ABS	$3,031,264
Agency MBS Pass Through	($9,948)
Agency CMBS	($613,834)
Negotiable CD	($2,153,930)
U.S. Treasury	($4,456,958)
Total Net Activity	**$1,349,605**

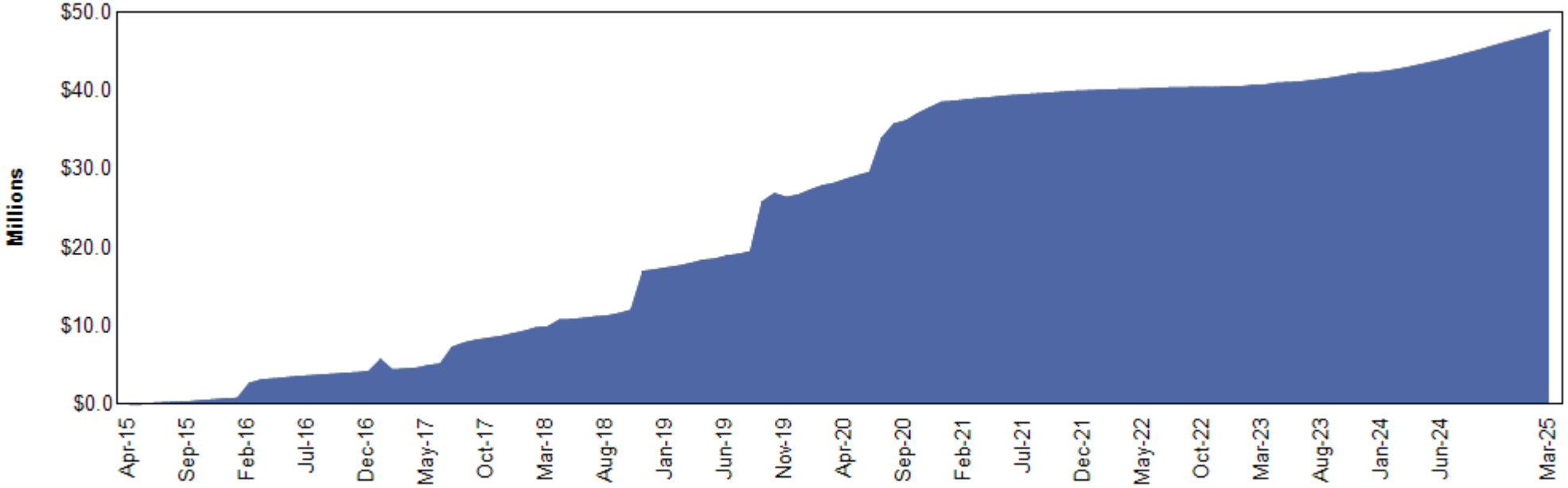
Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	10 Years[1]
Interest Earned[2]	$1,205,175	$4,737,460	$10,084,348	$12,614,637	$19,051,357
Change in Market Value	$639,499	$1,587,968	$1,015,855	$3,007,884	$20,154,068
Total Dollar Return	**$1,844,674**	**$6,325,428**	**$11,100,203**	**$15,622,521**	**$39,205,425**
Total Return[3]					
Portfolio	1.59%	5.69%	3.35%	1.80%	1.88%
Benchmark[4]	1.59%	5.43%	2.84%	1.16%	1.50%
Difference	0.00%	0.26%	0.50%	0.64%	0.38%

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 Financial LP.*

Accrual Basis Earnings - CITY OF ANTIOCH, CA



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	10 Year[1]
Interest Earned[2]	$1,205,175	$4,737,460	$10,084,348	$12,614,637	$19,051,357
Realized Gains / (Losses)[3]	$3,941	($217,169)	($2,782,770)	($1,525,949)	($1,760,539)
Change in Amortized Cost	$74,223	$272,044	$283,621	$8,463,492	$30,429,372
Total Earnings	**$1,283,339**	**$4,792,334**	**$7,585,199**	**$19,552,180**	**$47,720,190**

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
U.S. Treasury	**44.8%**	
United States Treasury	44.8%	AA / Aaa / AA
Agency CMBS	**9.0%**	
Federal Home Loan Mortgage Corp	7.7%	AA / Aaa / AA
Federal National Mortgage Association	1.2%	AA / Aaa / AA
Agency MBS Pass Through	**0.1%**	
Federal National Mortgage Association	0.1%	AA / Aaa / AA
Municipal	**1.2%**	
State Board of Administration Finance C	1.2%	AA / Aa / AA
Negotiable CD	**1.6%**	
Cooperatieve Rabobank UA	0.9%	A / Aa / AA
Credit Agricole Group	0.7%	A / A / AA
Corporate	**25.5%**	
Accenture PLC	0.4%	AA / Aa / A
Adobe Inc	0.8%	A / A / NR
Advanced Micro Devices Inc	0.4%	A / A / NR
American Express Co	0.6%	A / A / A
ANZ Group Holdings Ltd	0.3%	AA / Aa / AA
AstraZeneca PLC	0.4%	A / A / A
Bank of America Corp	1.7%	A / Aa / AA
Bank of New York Mellon Corp	0.5%	A / Aa / AA
Bayerische Motoren Werke AG	0.7%	A / A / NR
BlackRock Inc	0.5%	AA / Aa / NR
BP PLC	0.5%	A / A / A
Bristol-Myers Squibb Co	0.1%	A / A / NR
Caterpillar Inc	0.4%	A / A / A

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
Corporate	**25.5%**	
Charles Schwab Corp	0.4%	A / A / A
Chevron Corp	0.9%	AA / Aa / NR
Cisco Systems Inc	0.8%	AA / A / NR
Citigroup Inc	0.8%	A / A / A
Commonwealth Bank of Australia	0.4%	AA / Aa / AA
Deere & Co	0.7%	A / A / A
Eli Lilly & Co	0.7%	A / Aa / NR
Goldman Sachs Group Inc	0.7%	A / A / A
Hershey Co	0.3%	A / A / NR
Home Depot Inc	0.4%	A / A / A
Honda Motor Co Ltd	0.7%	A / A / A
Honeywell International Inc	0.5%	A / A / A
Hormel Foods Corp	0.2%	A / A / NR
Johnson & Johnson	0.2%	AAA / Aaa / NR
JPMorgan Chase & Co	0.7%	A / A / AA
Mars Inc	0.3%	A / A / NR
Mastercard Inc	0.2%	A / Aa / NR
Mercedes-Benz Group AG	0.7%	A / A / A
Morgan Stanley	0.9%	A / Aa / AA
National Australia Bank Ltd	0.5%	AA / Aa / NR
National Rural Utilities Cooperative Fi	0.7%	A / A / A
PACCAR Inc	0.5%	A / A / NR
PepsiCo Inc	0.8%	A / A / NR
PNC Financial Services Group Inc	0.4%	A / A / A
Roche Holding AG	0.6%	AA / Aa / AA
State Street Corp	1.3%	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
Corporate	**25.5%**	
Toyota Motor Corp	0.5%	A / A / A
Truist Financial Corp	0.3%	A / Baa / A
UBS Group AG	0.5%	A / Aa / A
Unilever PLC	0.4%	A / A / NR
Wells Fargo & Co	1.1%	A / Aa / AA
ABS	**17.8%**	
Ally Auto Receivables Trust	0.8%	AAA / Aaa / AAA
American Express Co	0.3%	AAA / NR / AAA
BA Credit Card Trust	0.2%	AAA / NR / AAA
Bank of America Corp	0.1%	NR / Aaa / AAA
BMW Vehicle Lease Trust	1.1%	AAA / Aaa / AAA
Capital One Financial Corp	0.9%	AAA / NR / AAA
CarMax Inc	0.7%	AAA / Aaa / AAA
Chase Auto Owner Trust	0.6%	AAA / NR / AAA
Discover Card Execution Note Trust	0.6%	NR / Aaa / AAA
Fifth Third Auto Trust	0.5%	AAA / Aaa / NR
Ford Credit Auto Owner Trust	2.1%	AAA / Aaa / AAA
GM Financial Consumer Automobile Receiv	1.0%	AAA / Aaa / AAA
Harley-Davidson Inc	0.3%	AAA / Aaa / AAA
Honda Auto Receivables Owner Trust	0.6%	AAA / Aaa / AAA
Huntington Bancshares Inc/OH	0.3%	AAA / Aaa / NR
Hyundai Auto Receivables Trust	1.5%	AAA / NR / AAA
JPMorgan Chase & Co	1.4%	AAA / NR / AAA
Kubota Credit Owner Trust	1.1%	NR / Aaa / AAA
Mercedes-Benz Auto Receivables Trust	0.4%	NR / Aaa / AAA
Nissan Auto Receivables Owner Trust	0.8%	AAA / Aaa / AAA

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
ABS	**17.8%**	
Toyota Auto Receivables Owner Trust	0.9%	AAA / Aaa / AAA
USAA Auto Owner Trust	0.2%	AAA / Aaa / NR
Verizon Master Trust	0.6%	NR / Aaa / AAA
Volkswagen Auto Loan Enhanced Trust	0.6%	NR / Aaa / AAA
WF Card Issuance Trust	0.3%	AAA / Aaa / NR
World Omni Auto Trust	0.0%	AAA / NR / AAA
Total	**100.0%**	

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.

Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

The views expressed within this material constitute the perspective and judgment of PFMAM at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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- Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.

- 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.**

- ICE Bank of America 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.

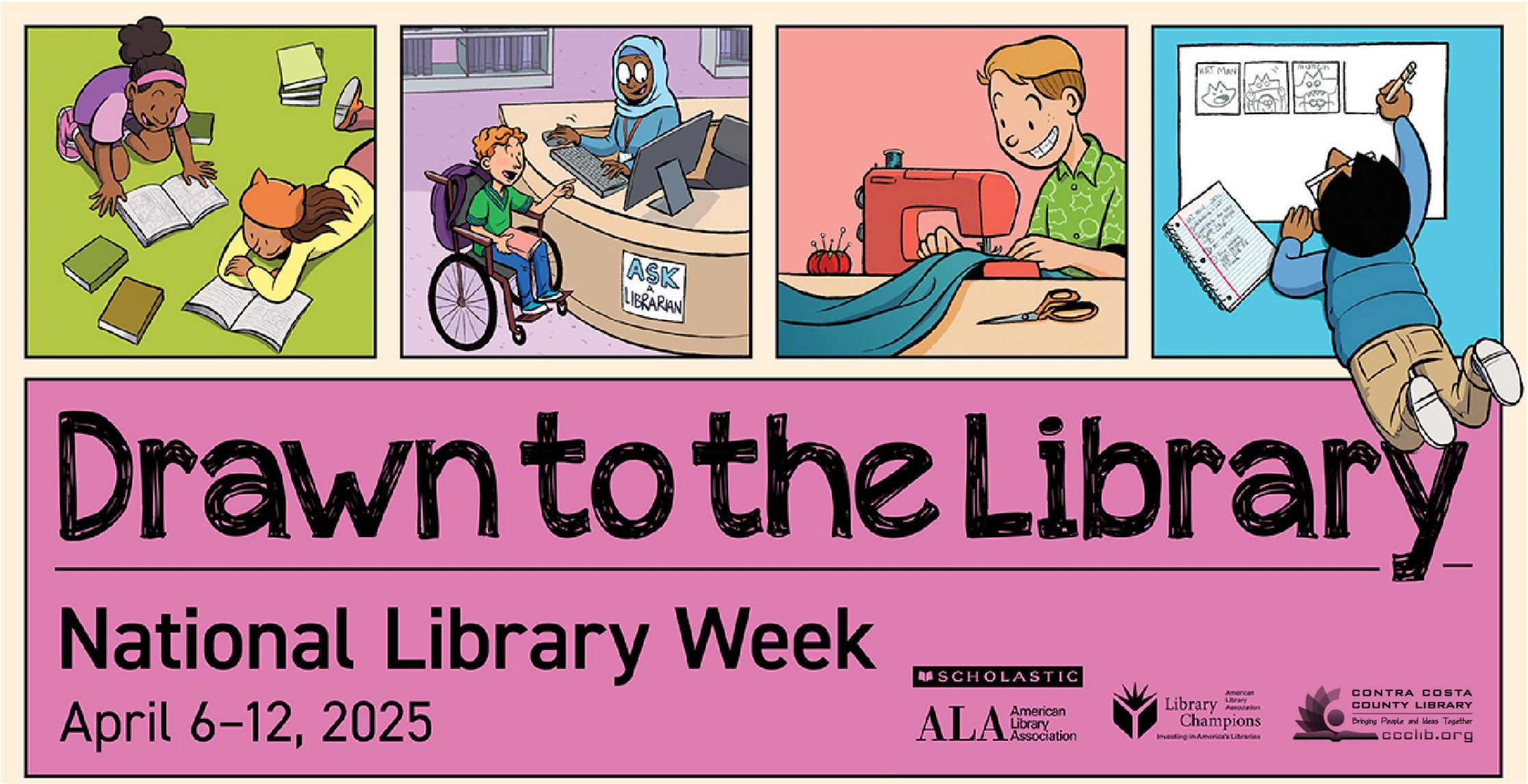
- MBS maturities are represented by expected average life.

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 or 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.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Drawn to the Library
National Library Week
April 6–12, 2025
SCHOLASTIC
ALA American Library Association
Library Champions
CONTRA COSTA COUNTY LIBRARY
Bringing People and Ideas Together
ccclib.org

#3.02

General Circulation

FY 2023-24

7,025,798

FY 2022-23

6,740,742

↑4%

eBook Circulation

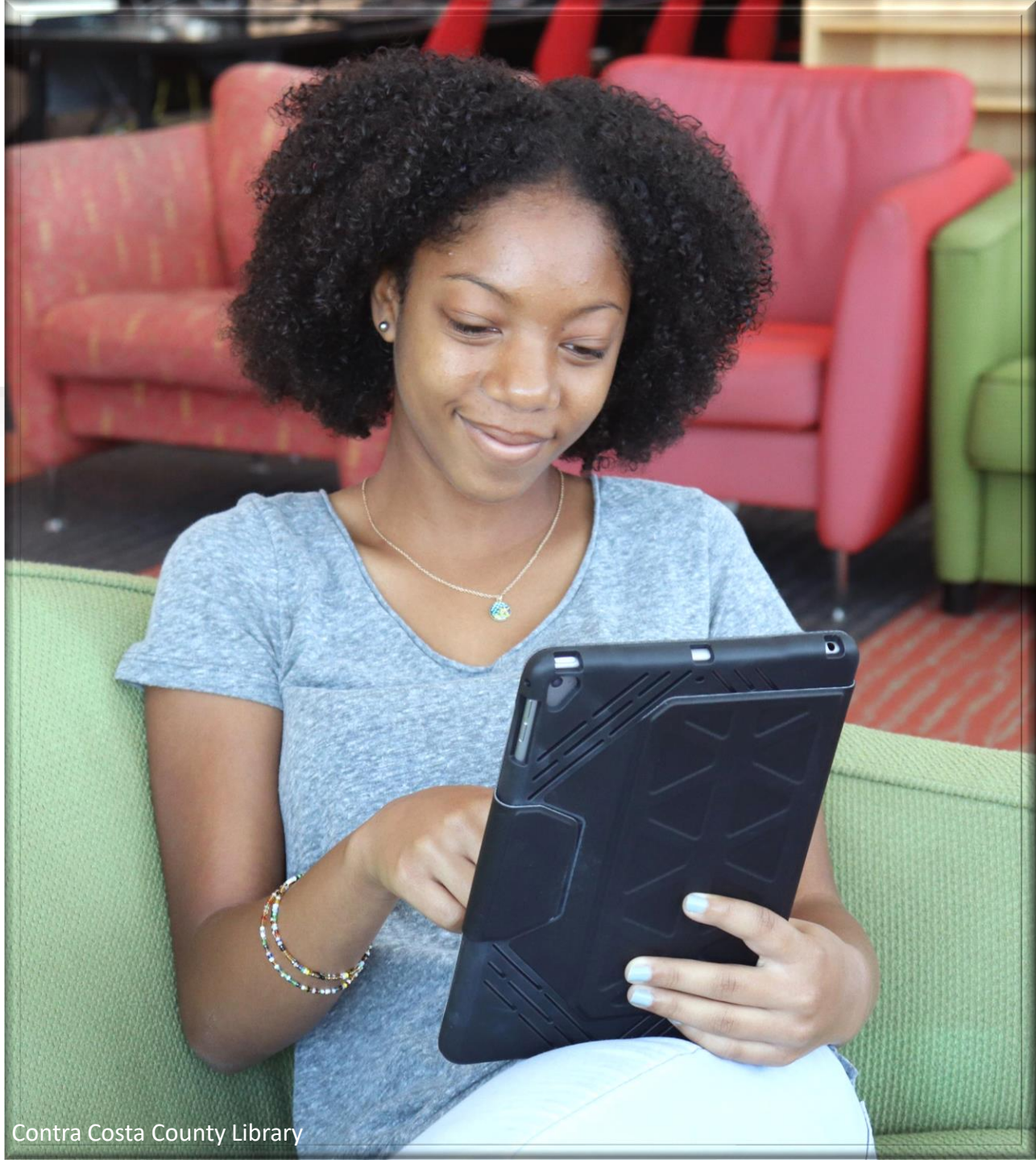
FY 2023-24

2,205,667

FY 2022-23

1,869,715

⇧18%



Library Visits

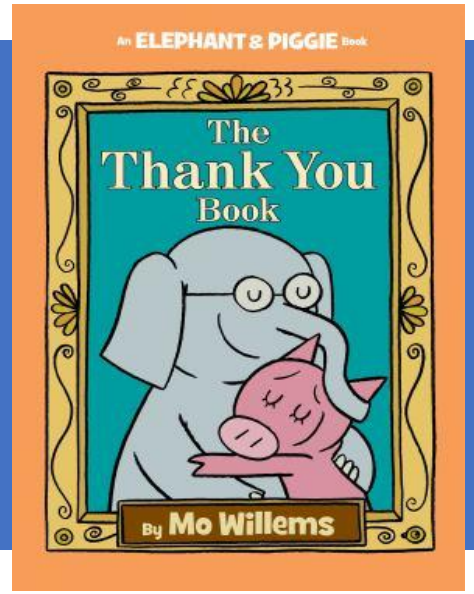
In Person	⇧6%

FY 2023-24	FY 2022-23
2,450,877	2,304,075

Virtual	⇧22%

FY 2023-24	FY 2022-23
6,076,159	4,987,988

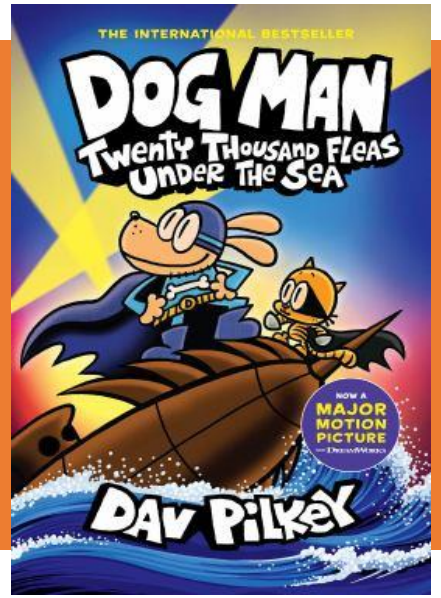
Most Popular Books 2024



Early Reader

The Thank You Book

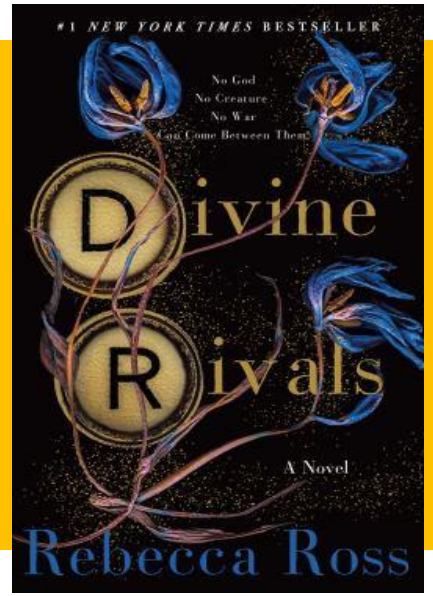
By Mo Willems



Middle Reader

Dog Man, Book 11

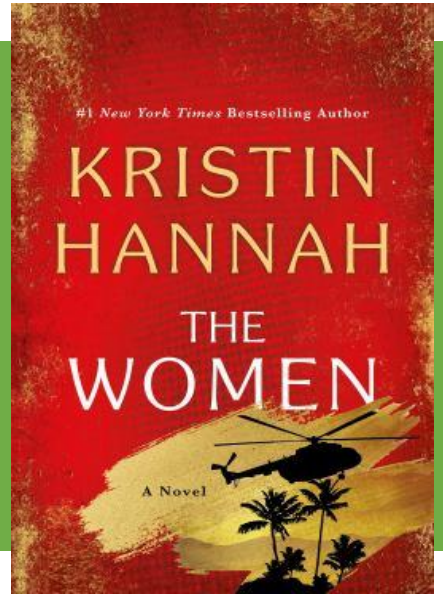
By Dav Pilkey



Teen Reader

Divine Rivals

By Rebecca Ross



Adult Reader

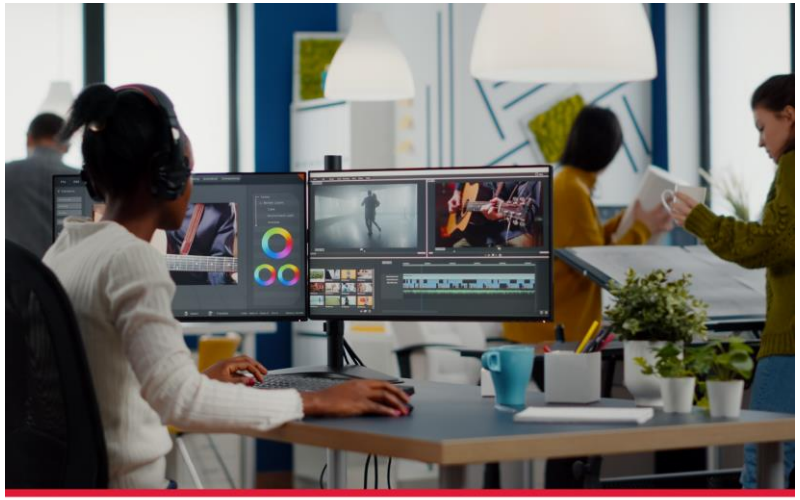
The Women

By Kristin Hannah

Happy 1st Birthday, Rolling Reader!

All electric van providing literacy services to children 0-5 years old in vulnerable communities.

- 13,050 people served
- 7,136 books distributed
- 175 new library cards issued
- 6,285 miles driven!



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New Digital Resources

Summer 2024

Lunch at the Library

- 13,571 meals
  - 6,793 summer meals
  - 6,778 after school snacks
- Antioch, Concord, Crockett, El Cerrito, El Sobrante, Pinole, Prewett, Rodeo, San Pablo

Summer Reading

- 7,881 participants of all ages
- Participation +21% from previous year

SELF-SERVICE SUNDAYS at the Library

More From 2024

- Project Second Chance Turns 40!
- Self-Service Sundays
- North Richmond Library Lockers

Your Library in Action

Partnerships

Phelicia Lang's Young Scientists at Prewett Library

Antioch Community Center

Creatively Fostering Literacy

Oaktown Jazz

Antioch Library

Project Second Chance

Antioch Literacy Tutor and Student

Inclusive Programs

Day of the Dead

Antioch Library

Looking Forward – Opportunity Lives Here!

- Facilities Improvements 2026
- Teen Furniture Refresh – Keller Canyon Mitigation Fund
- Continuing Collaboration Between the City of Antioch and County Library
- Contra Costa Health Team at the Antioch Library
- Free Summer Lunches, Programming, and Reading Program

Once upon a time...
Women History Month
HOORAY FOR WOMEN!
LEADING the Way
WOMEN POWER
SHAKING THINGS UP

Questions?

CITY COUNCIL MEETING

Special/Regular Meeting **May 13, 2025**
5:30 P.M. **Council Chambers**

4:00 P.M. - CLOSED SESSION

Mayor Bernal called the Closed Session to order at 4:00 P.M., and Acting City Clerk Rosales called the roll.

Present: Council Members District 1 Torres-Walker, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal
Absent: Council Member District 3 Freitas (arrived at 4:03 P.M.)

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATIONS –** pursuant to California Government Code section 54956.8; Property: Lone Tree Golf Course, 4800 Golf Course Road, Antioch, CA 94531; Negotiating Parties: City of Antioch Negotiators: Bessie Marie Scott, City Manager, Derek Cole, Interim City Attorney, and Brad Helfenberger, Assistant City Manager; Antioch Public Golf, Incorporated Negotiator: Ronald Parish, General Manager; Under Negotiation: Terms of Payment.

2, **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** pursuant to California Government Code section 54956.9(d)(1): Shornikov v. City of Antioch et al., Contra Costa Superior Court Case No. C24-03457.

3. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION –** Significant exposure to litigation pursuant to California Government Code section 54956.9(d)(2): One potential case.

PUBLIC COMMENTS - None

ADJOURN TO CLOSED SESSION

Mayor Bernal adjourned to Closed Session at 4:02 P.M.

Councilmember Freitas arrived after the adjournment to Closed Session at 4:03 P.M.

5:30 P.M. - SPECIAL MEETING/BUDGET STUDY SESSION

Mayor Bernal called the Special Meeting to order at 5:30 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

SM-1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – ECONOMIC DEVELOPMENT (Continued from April 22, 2025)

Assistant City Manager Helfenberger introduced the Budget Study Session.

Economic Development Program Manager Sweet gave the Business Services Overview Economic Development PowerPoint presentation.

Councilmember Torres-Walker suggested that in the future, Council consider implementing a vacancy tax to address the issue of vacant residential and commercial properties, as well as undeveloped land. Furthermore, she indicated a desire to have a future discussion regarding the adoption of a local hire policy.

Council thanked Economic Development Program Manager Sweet for the presentation. They engaged in a discussion regarding the presentation and provided the following direction to staff:

- Provide an update on the RFQ process for downtown Economic Development
- Add Council to the distribution list for the newsletter
- Clearly define business expenses and marketing/programming
- Reduce marketing/programming to approximately $250k

SM-2. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – CITY MANAGER (Continued from April 22, 2025)

In the absence of City Manager Scott, Assistant City Manager Helfenberger recommended SM-2 be continued to a future meeting.

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously continued SM-2 to a future meeting.

MOTION TO ADJOURN SPECIAL MEETING/BUDGET STUDY SESSION

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the Special Meeting at 6:12 P.M.

7:00 P.M. REGULAR MEETING

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

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

Special Counsel Elizabeth M. Fratarcangeli reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH REAL PROPERTY NEGOTIATIONS**, no reportable action, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION,** direction given to City Attorney to file a cross-complaint, by a 5-0 vote**; and, #3 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION,** update provided to City Council; no reportable action.

PUBLIC COMMENTS

Councilmember Torres-Walker suggested that Mayor Bernal revisit the restriction of public comment time and reconsider having the City Clerk read the speaker rules which further limited the time allotted for public comments.

Mayor Bernal responded that the speaker rules had been in place for years and that the Council was now enforcing them in order to maintain a productive flow of business. Additionally, he noted there was also a designated time at the end of the meeting for the public to provide comments.

City Clerk Rhodes announced the speaker rules for the Council meeting.

Moises Riley spoke in support of a proclamation honoring cats.

Leslie May expressed concern about criminal activity in her neighborhood and noted delayed response to service requests. Additionally, she discussed potential violations of the Brown Act and Robert's Rules of Order that occurred during an Antioch Police Oversight Commission (APOC) meeting and recommended that new commissioners review historical data before participating to ensure they are well-informed.

Kathryn Reza, Raley's Center, discussed ongoing criminal activity in the area. Additionally, she suggested Council streamline the approval process for a new pad site location. She reported on an opportunity to place a mural on a wall at their shopping center, and proposed Council consider funding the project.

Jorge Garcia, Chavelita's Taqueria, expressed concern for ongoing criminal activity in the Raley's Shopping Center that had negatively impacted his business.

Margie Carrell discussed her complaints concerning certain City officials, an individual, and a local community group.

Krystle Brooks expressed concern about a delayed response from the Antioch Police Department (APD) to a recent incident at her home. Additionally, she requested that the City coordinate with non-profit organizations to provide outreach services for unhoused residents.

Velma Wilson thanked the APD and Forever Me Foundation for supporting and assisting her in hosting the *Creating Your Brand Spring Into Action* celebration.

Mayra advocated for a youth center in Antioch.

Melissa Case discussed the Commercial Infill Housing (CIH) overlay project near Buchanan and Somersville, expressing concern about the limited availability of commercial and retail projects in the area to support the needs of the residents.

Johnny Trizuto played a video of his arrest and discussed the charges that had been filed against him.

1. PROCLAMATIONS

- Be Kind to Animals Month, May 2025
- Mental Health Awareness Month, May 2025
- National Public Works Week, May 18-24, 2025

On motion by Councilmember Wilson, seconded by Councilmember Freitas, the City Council unanimously approved the Proclamations.

Due to technical difficulties, Mayor Bernal declared a recess at 7:36 P.M. The meeting reconvened at 7:43 P.M. with all Councilmembers present.

Michele Kuslits and members of Antioch Friends of Animal Services accepted and thanked the City Council for the *Be Kind to Animals Month* proclamation.

Terri Brown-Garrett, Family Justice Center, accepted and thanked the City Council for the *Mental Health Awareness Month* proclamation. She announced they would be starting a Mind, Power and Action cohort from 6:00 P.M. – 8:00 P.M. on May 14, 2025, at the Family Justice Center.

Director of Public Works/City Engineer Buenting, Lead Facility Maintenance Worker/President of the Antioch Public Works Association Strongman and his son RJ accepted and thanked the City Council for the *National Public Works Week* proclamation.

Mayor Bernal recognized former Director of Public Works/City Engineer Stan Davis in attendance this evening.

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Velma Wilson announced the following civic and community events.

- Memorial Day Ceremony – 10:00 A.M. on May 26, 2025, Oak View Memorial Park
- Memorial Day Pancake Breakfast - 8:00 A.M. March 26, 2025, Antioch Rivertown Veterans' Lion's Club
- Memorial Day Free Lunch – following the ceremony at the VFW at Fulton Shipyard

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

- First Time Homebuyer Program Workshop - 6:00 P.M. – 7:30 P.M. on May 22, 2025, via Zoom

Gavin Payton announced the following civic and community event:

- NAACP Youth Council Juneteenth Choir and Praise Dance Competition - 2:30 P.M. on June 21, 2025, at True Light Missionary Baptist Church

Police Chief Vigil announced the following civic and community events:

- APD Activities League Texas Holdem Poker Tournament/Fundraiser - May 16, 2025
- APD Bicycle Rodeo - May 24, 2025, at the Antioch Police Department

Jose Cardone announced the following civic and community event.

- Poetry Open Mic - last Friday of every month at Wellness Healing Room

Mayor Bernal announced the following civic and community event.

- Police Chief Vigil Swearing-In – 3:00 P.M. on May 27, 2025

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Rhodes announced the following Board and Commission openings.

- Board of Administrative Appeals

For more information and to apply, visit the City's website.

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Freitas provided a history of the Carnegie Library and reported on a tour he attended of the facility with Councilmember Torres-Walker. He expressed interest in Council discussing the rehabilitation of the building for use as a community room.

Councilmember Torres-Walker thanked Andrew Becker for informing her about Antioch's history. She also expressed appreciation to staff for maintaining the Carnegie Library property and spoke in support of reactivating the space to honor Antioch's heritage and to serve as a community room. Additionally, she suggested Council consider rehabilitating other historical sites in Antioch.

Councilmember Freitas reported on his attendance at the Tri Delta meeting.

Councilmember Torres-Walker reported on her attendance at a Women's Conference in San Francisco with Councilmember Wilson, City Manager Scott and Supervisor Burgis. She announced the following community meetings.

- Green Empowerment Zone Meeting – 9:30 A.M. on May 16, 2025, in Martinez
- City/School Standing Committee Meeting – 1:30 P.M. on May 19, 2025, at the Antioch Unified School District Office
- CDBG Standing Committee - 9:00 A.M. on May 21, 2025, in Council Chambers

Councilmember Torres-Walker also thanked everyone who had wished her a happy birthday and Public Works for installing traffic calming measures in her neighborhood. She encouraged youth to become involved in local government.

Councilmember Wilson announced Delta Diablo would be meeting on May 15, 2025. She reported on her attendance at several meetings in Washington DC with Councilmember Rocha, City Manager Scott, Brian Addington and Chief Vigil. She also reported on her attendance at the Influential Women's dinner.

Councilmember Rocha reported on his attendance at meetings in Washington DC. He announced the Antioch Women's Club was hosting free coffee socials for Veterans every Friday 10:00 A.M – 12:00 P.M. beginning May 23, 2025.

Mayor Bernal reported on his attendance at TRANSPLAN, Mayor's Conference, Contra Costa County Transportation Plan Ad Hoc meeting, Rivertown Wine Walk and Artisan Fair, Antioch High School Open House and Delta 6.

MAYOR'S COMMENTS

Mayor Bernal reported on his attendance at the swearing-in ceremony for eight new APD officers. He expressed appreciation to Police Chief Vigil and Director of Human Resources Cortez for their efforts in the hiring process. He announced a Budget Study Session would take place on May 20, 2025, and encouraged community members to participate. He also noted that the Council had already held nine budget study sessions and thanked staff for their hard work.

4. PRESENTATION

Contra Costa Mosquito and Vector Control District Update Presented by Public Affairs Director Nola Woods

Leslie May inquired whether watering her plants might attract mosquitoes and asked if the County could spray for mosquitoes in Antioch. She also encouraged the County to issue fines to those who leave standing water on their properties.

Ms. Woods responded to inquiries from the public.

6. CONSENT CALENDAR

A. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR APRIL 9, 2025

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 10, 2025

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 15, 2025

D. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 22, 2025

E. APPROVAL OF COUNCIL SPECIAL MEETING/CLOSED SESSION MINUTES FOR MAY 12, 2025

F. APPROVAL OF COUNCIL WARRANTS

G. *RESOLUTION NO. 2025/76* ARCTIC WOLF NETWORKS CYBERSECURITY SERVICES AGREEMENT

H. *RESOLUTION NO. 2025/77* APPROVING PROMENADE PHASE 5 IN-TRACT PUBLIC UTILITY IMPROVEMENTS, SUBDIVISION 9568 (P.W. 697-5)

I. *RESOLUTION NO. 2025/78* APPROVING PROMENADE PHASE 6 IN-TRACT PUBLIC UTILITY IMPROVEMENTS, SUBDIVISION 9569 (P.W. 697-6)

J. *RESOLUTION NO. 2025/79* CONSIDERATION OF BIDS FOR THE NEIGHBORHOOD TRAFFIC CALMING PROJECT (P.W. 282-19B)

K. *RESOLUTION NO. 2025/80* CONSIDERATION OF ACCEPTANCE OF THE PTAP-26 AWARD NOTICE AND LOCAL MATCH FUNDING SUBMISSION FOR THE PAVEMENT MANAGEMENT TECHNICAL ASSISTANCE PROJECT

L. *RESOLUTION NO. 2025/81* AMENDMENT TO THE AGREEMENT WITH KARL NEEDHAM ENTERPRISES, INC. FOR THE WATER TREATMENT PLANT SOLIDS HANDLING RENTAL EQUIPMENT

M. *RESOLUTION NO. 2025/82* PURCHASE ORDER APPROVALS FOR ANNUAL WATER TREATMENT CHEMICAL PURCHASES IN THE AMOUNT OF $1,980,000

N. *RESOLUTION NO. 2025/83* APPROVING THE CLASS SPECIFICATIONS UPDATES FOR THE MANAGEMENT BARGAINING UNIT WITH NO SALARY CHANGES

O. REJECTION OF CLAIM: JOSE EFREN GRAJEDA

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

Item J – Assistant City Manager Helfenberger introduced Consent Calendar Item J.

Director of Public Works/City Engineer Buenting presented the staff report dated May 13, 2025, recommending the City Council adopt the resolution.

Melissa Case thanked staff for the comprehensive report.

Leslie May advocated for Traffic Calming Projects on James Donlon Blvd. and West 10th Street.

Erika Raulston and Mayra advocated for a Neighborhood Traffic Calming Project in their neighborhood.

In response to the public and Council, Director of Public Works/City Engineer Buenting explained the process for prioritizing Neighborhood Traffic Calming Projects. He confirmed projects approved for Sycamore Drive, James Donlon Blvd. and West 10th Street would be completed.

Councilmember Freitas requested staff provide Council with the list of the traffic calming project requests and funds available for the program.

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council unanimously approved Consent Calendar Item J.

COUNCIL REGULAR AGENDA

6. ANTIOCH POLICE OVERSIGHT COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING NOVEMBER 2025

Assistant City Manager Helfenberger presented the staff report dated May 13, 2025, recommending Council adopt a resolution approving the Mayor's appointment of Joseph Mitchell to the Antioch Police Oversight Commission for the partial-term vacancy expiring November 2025.

Erika Raulston, Reimagine Antioch, Gavin Payton, NAACP, Dr. Kimberly Payton, President of the East County NAACP, and an unidentified speaker, expressed opposition to the appointment of Joseph Mitchell to the APOC, noting that comments he made on his personal social media account were a concern.

Melissa Case shared her personal interactions with Mr. Mitchell and expressed support for appointing him to the APOC.

Nichole Gardner encouraged Council to consider the importance of focusing on the community members who needed healing.

Joseph Mitchell explained that the negative comments made about him were unfounded and that his social media posts had been taken out of context. He spoke about his character, his commitment to public service, and his desire to foster the restoration of public trust.

Councilmember Torres-Walker reflected on her past experiences with social media, highlighting how personal experiences can be used against someone without understanding their core values. She expressed her hope for the success of the APOC and for Mr. Mitchell to have the opportunity to serve and demonstrate that his values are aligned with those of the City.

A motion was made by Councilmember Torres-Walker, seconded by Councilmember Freitas to adopt a resolution approving the Mayor's appointment of Joseph Mitchell to the Antioch Police Oversight Commission for the partial-term vacancy expiring November 2025.

Councilmember Freitas spoke about Mr. Mitchell's character and his years of volunteer work. He addressed the challenges associated with social media and noted that this appointment was partial, and Mr. Mitchell's actions would be closely scrutinized. He also recognized Councilmember Torres-Walker for making the motion to appoint Mr. Mitchell.

Councilmember Torres-Walker encouraged Mayor Bernal to follow up with the Commissioners to ensure that their individual biases were not influencing the process.

Councilmember Rocha expressed support for giving people the opportunity to demonstrate who they are and emphasized the importance of making decisions based on actions.

Councilmember Wilson encouraged Mr. Mitchell to serve as a positive bridge for the community.

RESOLUTION NO. 2025/84

A vote taken on the previous motion to adopt the resolution passed unanimously.

Mayor Bernal declared a recess at 9:50 P.M. The meeting reconvened at 10:01 P.M. with all Councilmembers present.

7. CITY COUNCIL REQUESTED DISCUSSION ITEM – ASSISTANCE TO THE ANTIOCH HISTORICAL SOCIETY

Assistant City Manager Helfenberger presented the staff report dated May 13, 2025, recommending the City Council discuss and provide direction to City staff.

Dwayne Eubanks gave an overview of the First Congregational Church Bell Project and requested Council consider a full or partial waiver of permit fees to advance the project.

Councilmember Freitas disclosed that he was a lifetime member of the Antioch Historical Society and reported that Mr. Davis had contacted him regarding the possibility of the City waiving approximately $2,200 in permit fees.

Councilmember Rocha stated he worked at the Museum and supported the historical aspect of this project.

Mr. Eubanks reported that the total estimated cost for the project was approximately $96,000, and they had just begun their fundraising campaign, having received approximately $27,000.

On motion by Councilmember Freitas, seconded by Councilmember Rocha the City Council unanimously directed staff to waive the permit fees for the project of approximately $2200.00 for the First Congregational Church Bell Project.

8. RENAMING OF THE MAYORS APPRENTICESHIP PROGRAM (M.A.P.)

Assistant City Manager Helfenberger introduced Regular Agenda Item #8.

Director of Public Safety and Community Resources Johnson presented the staff report dated May 13, 2025, recommending the City Council adopt a resolution approving a name change of the Mayor's Apprenticeship Program (M.A.P.) to [insert name after approval]. She reported the youth had discussed the name change and proposed the following options: Ready, Inspire, Success and Empower (RISE), Growth, Resilience, Initiative and Tenacity (GRIT) and Skills, Opportunity, Access and Resilience (SOAR). She noted if Council wished to retain the MAP acronym it could be changed to represent Motivate, Advance and Prosper.

Councilmember Freitas suggested Director of Public Safety and Community Resources Johnson involve the Public Information Officer (PIO) in the youth's logo design efforts.

RESOLUTION NO. 2025/85

On motion by Councilmember Rocha, seconded by Councilmember Wilson the City Council unanimously adopted a resolution approving a name change of the Mayor's Apprenticeship Program (M.A.P.) to Skills, Opportunity, Access and Resilience [SOAR].

9. RESOLUTION APPROVING A MASTER LEASE AGREEMENT WITH RUDRAM LLC FOR THE ENCAMPMENT RESOLUTION FUND INTERIM HOUSING PROGRAM

Assistant City Manager Helfenberger introduced Regular Agenda Item #9.

Director of Public Safety and Community Resources Johnson presented the staff report dated May 13, 2025, recommending the City Council adopt a resolution approving a Master Lease Agreement with Rudram LLC in the amount of $1,800,000 for the Executive Inn Motel property

for the period of July 1, 2025 through December 31, 2026, for use as an interim housing program site for individuals experiencing homelessness and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

Melissa Case thanked Director of Public Safety and Community Resources Johnson for the comprehensive presentation and suggested that, in the future, the details of the project be included in the staff report. Additionally, she encouraged the City to consider negotiating the rate with the Executive Inn Motel.

Nichole Gardner gave a history of the City's interim housing program at the Executive Inn and spoke in support of approving the resolution.

Andrew Becker expressed concern that both bids were not included in the staff report. He reported that he had met with various stakeholders and that ERF funding was being considered in combination with a Homekey opportunity; however, the City chose to award the contract to another entity with a higher bid. He requested that the item be tabled until more context could be provided.

Krystal Brooks spoke in support of continuing the Executive Inn Interim Housing Program.

Councilmember Freitas suggested that, in the future, the City consider build a permanent facility to contain costs. He requested that Council receive regular reports on the progress of the program.

Councilmember Torres-Walker commented that this should have been a Homekey conversation leveraging state and federal dollars to complement encampment resolution funds for long-term, more sustainable solutions. Additionally, she voiced her concern that both bids were not included in the staff report.

Councilmember Rocha reported that he had received communications from residents concerned about the unhoused community in the Devpar Ct./Sunset Drive area, and this funding was targeted to assist those living in that encampment. He discussed potential opportunities to leverage funds to develop a city-owned property for a long-term shelter.

A motion was made by Councilmember Freitas and seconded by Councilmember Torres-Walker to adopt the resolution approving a Master Lease Agreement with Rudram LLC in the amount of $1,800,000 for the Executive Inn Motel property for the period of July 1, 2025 through December 31, 2026, for use as an interim housing program site for individuals experiencing homelessness and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney with the following direction to staff:

- Develop a form to measure success
- Provide quarterly reports to Council every 90 days commencing July 1, 2025
- Investigate permanent solutions for homeless housing and services

In response to Mayor Bernal and Councilmember Torres-Walker, Director of Public Safety and Community Resources Johnson reviewed the ERF grant guidelines and program timeline.

Councilmember Torres-Walker requested an update on the formation of the Unhoused Ad Hoc Committee and Unhoused Task Force, as well as presentations on the Point in Time Count, Homekey, and information the City received from the Department of Housing.

RESOLUTION NO. 2025/86

A vote taken on the previous motion passed unanimously.

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council extended the meeting to 11:30 P.M.

10. SEWER SYSTEM MANAGEMENT PLAN UPDATE 2025

Assistant City Manager Helfenberger presented Regular Agenda item #10.

Councilmember Freitas stated he had requested this item come back as a regular agenda item and following his review of the staff report, he would support adopting the resolution.

RESOLUTION NO. 2025/87

On motion by Councilmember Freitas, seconded by Councilmember Torres-Walker the City Council unanimously adopted a resolution approving the Sewer System Management Plan Update 2025 as mandated by the State Water Resources Control Board and authorize staff to certify the approved update using the State Water Resources Control Board Electronic Reporting System.

11. APPROVAL OF AGREEMENT WITH MS INVESTIGATIVE SERVICES AND CONSULTING, LLC. FOR UNITED STATES DEPARTMENT OF JUSTICE (USDOJ) – REQUIRED CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $250,000 ANNUALLY, WITH AUTHORIZATION FOR OPTIONAL EXTENSIONS

Assistant City Manager Helfenberger introduced Regular Agenda Item #11.

Executive Consultant Addington presented the staff report dated May 13, 2025, recommending the City Council adopt a resolution: 1) Approving a Professional Services Agreement with MS Investigative Services and Consulting, LLC to serve as the Consultant pursuant to the Agreement with the United States Department of Justice (USDOJ), in an amount not to exceed $250,000 annually for a term of three years; 2) Authorizing the City Manager to execute the Professional Services Agreement, in a form approved by the City Attorney; and 3) Should the USDOJ require services beyond the initial three-year term, direct the City Manager to return to the City Council to seek authorization and approval of an amendment to the Professional Services Agreement to provide for a fourth and/or fifth year, at an annual amount not to exceed $250,000.

Michael Keough, Assistant United States Attorney on behalf of the Department of Justice Northern District of California, stated Executive Consultant Addington appropriately outlined the process, noting that the settlement agreement required mutual consent between the City and the USDOJ to select a consultant. He reported the United States expressed the opinion that Mr. Sappal and his firm were an excellent choice for this role.

Manjit Sappal, MS Investigative Services and Consulting, LLC provided a history of his policing experience in Contra Costa County and expressed that this role presented a great opportunity to collaborate with the community, APOC, and APD to implement sustainable changes that would benefit the community.

Councilmember Freitas commented that background information and the scope of work should have been included in the staff report.

In response to Councilmember Freitas, Mr. Sappal stated that he had not monitored settlement agreements or worked directly with the USDOJ; however, much of his work focused on evaluating, implementing, and providing training to various organizations.

Lynette Hart reported 21st Century Policing submitted their proposal to conduct the USDOJ-related work and she provided a background of their organization. She reported that they did not receive an interview, and the City did not acknowledge receipt of their proposal. Additionally, she noted that another Police Chief had contacted her to inform her that they also submitted their proposal on time but did not receive an interview. She requested that the Council table this item to gain a clearer understanding of the RFP process.

Executive Consultant Addington reported that fourteen applications were ranked by the USDOJ, with the City agreeing with their top six choices. He confirmed that they had not received a bid from 21st Century Policing. He noted that another consultant claimed to have submitted a proposal that was not received by the City, as it was caught in the City's cybersecurity system, and he could not verify if other proposals were similarly affected. He explained that the City Attorney's office indicated that the City did not have a legal obligation to change their cyber security system. He noted there had also been discussion about Mr. Sappal's lack of prior work with the USDOJ, though he was the top-scoring candidate based on five evaluation factors. He further noted the agreement specified a 90-day timeline, which was 40 days overdue, but in consultation with the USDOJ, it was understood that the item would be brought before Council for consideration this evening.

Councilmember Freitas expressed concern that the City had chosen a firm that had no experience in monitoring consent decrees or settlements.

Michael Keough clarified that the USDOJ's evaluation criteria focused on experience with police practices in this community, which Mr. Sappal possessed.

Executive Consultant Addington explained that the scope of services was outlined in the Memorandum of Agreement (MOA), and the same scope would be included in the professional services agreement.

Mr. Sappal provided a brief overview of his work in other communities and highlighted his success in addressing their needs.

On motion by Councilmember Wilson, seconded by Councilmember Rocha the City Council unanimously extended the meeting to 11:40 P.M.

Councilmember Rocha stated that based on the presentation he trusted those who made the recommendation to select MS Investigative Services.

A motion was made by Councilmember Rocha, seconded by Councilmember Wilson to adopt a resolution: 1) Approving a Professional Services Agreement with MS Investigative Services and Consulting, LLC to serve as the Consultant pursuant to the Agreement with the United States Department of Justice (USDOJ), in an amount not to exceed $250,000 annually for a term of three years; 2) Authorizing the City Manager to execute the Professional Services Agreement, in a form approved by the City Attorney; and 3) Should the USDOJ require services beyond the initial three-year term, direct the City Manager to return to the City Council to seek authorization and approval of an amendment to the Professional Services Agreement to provide for a fourth and/or fifth year, at an annual amount not to exceed $250,000.

In response to Councilmember Wilson, Executive Consultant Addington stated that he had no contact with anyone from 21st Century Policing and had not seen their proposal. He explained that he had used the terms "consultant" and "monitor" interchangeably.

In response to Councilmember Freitas, Interim City Attorney Cole stated that Council approving the resolution as recommended aligned with the City's process. He mentioned that his office would review the draft agreement, and it would include a termination clause. Additionally, exhibit "A" to the agreement would specify the scope of work as outlined in the MOA.

Executive Consultant Addington added that the MOA detailed nine items outlining the scope of work required of the consultant. He also stated that the agreement would specify an hourly rate.

RESOLUTION NO. 2025/88

A vote taken on the previous motion to adopt the resolution passed unanimously.

On motion by Councilmember Rocha, seconded by Councilmember Torres-Walker the City Council unanimously extended the meeting to 12:00 A.M.

PUBLIC COMMENT

Lynette Hart discussed her dedication to the community and encouraged Council to due their due diligence.

Andrew Becker gave a history of Homekey opportunities and expressed concern that the City was going to miss another deadline.

STAFF COMMUNICATIONS - None

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Wilson requested staff agendize a discussion on historical sites in Antioch.

Councilmember Rocha requested an update on the City's policy regarding virtual participation in Council meetings.

Assistant City Manager Helfenberger responded that he would send Council the established policy.

Councilmember Torres-Walker reported the City adopted a resolution prohibiting zoom participation during City meetings and spoke in support of bringing the zoom option back. She also requested Council schedule a special meeting to discuss Homekey.

ADJOURNMENT

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council unanimously adjourned the meeting at 11:53 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING
SPECIAL MEETING/BUDGET STUDY SESSION

Special Meeting **May 20, 2025**
5:30 P.M. **Nick Rodriguez Community Center**

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

Mayor Bernal called the Special Meeting to order at 5:33 P.M., and City Clerk Rhodes called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, and Mayor Bernal
Absent: Mayor Pro Tem (District 2) Rocha

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. FISCAL YEAR 2025-27 BUDGET DEVELOPMENT – GENERAL FUND

City Manager Scott presented the staff report dated May 20, 2025, recommending the City Council provide feedback and direction on the General Fund budget models presented.

Model 1

Finance Director Merchant presented the General Fund Budget - Model 1, and City Manager Scott presented Model 1 mitigation and impacts.

The City Council engaged in a discussion regarding the presentation and provided the following direction to staff which included:

- Include allocation for succession planning in the Finance Department

Model 2

Finance Director Merchant presented the General Fund Budget - Model 2, and City Manager Scott presented Model 2 mitigation and impacts.

The City Council engaged in a discussion regarding the presentation and provided the following direction to staff which included:

- Provide costs associated with contractors performing the duties of the Senior Engineer and Assistant Engineer
- Remove - Public Works – Reducing landscape expenditures by $1M in each fiscal year

Model 3

Finance Director Merchant presented the General Fund Budget - Model 3, and City Manager Scott presented Model 3 mitigation and impacts.

The City Council engaged in a discussion regarding the presentation and provided the following direction to staff which included:

- Hire the Community Development Director first so they could hire the Senior Economic Development Program Manager

Mayor Bernal stated he did not support adding any new positions; however, he would consider the grant writer to the extent they create enough revenue, to be a net positive.

Models 4 and 5

Finance Director Merchant presented the General Fund Budget - Models 4 and 5, and City Manager Scott presented Models 4 and 5 mitigation and impacts.

The City Council engaged in a discussion regarding the presentation and provided the following direction to staff which included:

- Remove employee furloughs from consideration
- Provide the financial impact of fully staffing every department

Additional Budget Considerations

Public Works Budget

- Additional Street Sweeping Services – bring item back with full Council for consideration
- Part-time help for Facilities Maintenance Division – include a place holder
- Fleet Vehicle and Equipment Purchases – add to the vehicle replacement fund

Public Safety and Community Resources – Environmental Resources

- Climate Action and Resilience Plan (CARP) – bring item back with the proposed numbers and funding recommendations

Non-Departmental Budget

- Chinese History Project – return funds to the reserves
- Non-profit Capacity Building Grants – return funds to reserves and bring back parameters for a citywide process

Other

- Vehicle Replacement Fund Set Aside – include in budget and bring back presentation on service needs and anticipated costs for future years

Additional Discussion

- Continue making fully amortized payments and provide updated costs for OPEB
- Bring back financial impact of freezing general fund vacancies except for APD, Code Enforcement and other essential positions
- Provide revenue projections for the Master Fee Schedule increases
- Direction to go to a one-year budget with monthly reports to Council

Mayor Bernal announced that the City remains at an approximate $10 million deficit, and further deliberation will be necessary to identify strategies for reducing that amount.

Public Comment

Youth Services Network Manager Cabral representing the City of Antioch's Management Bargaining Unit discussed the importance of sustaining operations and the workforce. She expressed concern for the furlough proposals and discussed the negative impacts of this direction. She also expressed concern that the proposals were made public prior to bargaining units being consulted. She requested Council adopt the model that upholds service to the public and wellbeing of those who would be served.

Bruce Cooke Jr., Public Works, Brian Connelly Water Treatment Plant, Eric Strongman, Stacy McPherson, David Wilson, Water Treatment Plant, David Davi, Corey Johnston, Public Works, Warren Spohn, Public Works, and Todd Northam expressed concern that Council was considering budget models with furloughs that would negatively impact employees and city services. Several speakers suggested working with the employees to develop viable solutions.

Leslie May spoke in opposition to furloughs and reducing the budget for the Angelo Quinto Crisis Response Team (AQCRT). She questioned what the City had paid out in lawsuits.

Melissa Case spoke in support of hiring a Chief of Staff in the City Manager's department and Senior Economic Development Program Manager. She encouraged Council to reach out to the community for help and commended the employees who performed park maintenance.

Councilmember Torres-Walker requested staff provide the following:

- Encampment enforcement expenditures
- Case settlements
- Overtime costs
- Breakdown of ARPA funding

She stated that, along with Councilmember Freitas, they had advocated for this discussion to take place during a Budget Study Session, and she noted it was unfortunate that the employees were not included in the conversations. She discussed Council and staff's efforts to remain transparent throughout the Budget process.

Councilmember Wilson thanked those in attendance this evening and apologized for not including the bargaining units in the budget discussions. She stated she would not support any furloughs and discussed the need to work with the employees to identify long-term solutions. She encouraged the employees to reach out to Council and remain a part of the conversation.

Councilmember Freitas attributed the success of the City to its dedicated employees. He explained that the City was in a budget crisis and Council was attempting to address this matter and bring back pride in the community. He encouraged City Manager Scott to meet with the unions and encouraged the employees to become part of the conversation.

Mayor Bernal thanked everyone in attendance this evening. He reported Council had held several Budget Study Sessions and next week they would be reviewing the City Manager's Budget and the CIP. He noted they wanted a thorough process to ensure everyone was aware of the challenges in balancing the budget. He noted a one-year budget with monthly updates would allow Council to move forward with all information needed to make informed decisions. He encouraged the employees and public to remain involved in the budget process.

ADJOURNMENT

Mayor Bernal adjourned the meeting at 7:50 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY COUNCIL MEETING
SPECIAL MEETING

Special Meeting **May 22, 2025**
6:30 P.M. **Council Chambers**

6:30 P.M. – SPECIAL MEETING

Mayor Bernal called the Special Meeting to order at 6:31 P.M., and Assistant City Clerk Garcia called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Freitas, District 4 Wilson, Mayor Pro Tem (District 2) Rocha and Mayor Bernal

PLEDGE OF ALLEGIANCE

Mayor Bernal led the Pledge of Allegiance.

BUDGET STUDY SESSION

1. RESOLUTION APPROVING THE SUBMISSION OF AN APPLICATION WITH CALIFORNIA SUPPORTIVE HOUSING FOR THE HOMEKEY+ PROGRAM

City Manager Scott presented the staff report dated May 22, 2025 recommending the City Council adopt a resolution approving the submission of an application with California Supportive Housing for the HomeKey + Program and designate City Manager to execute commitments for city capital match up to $750,000 and operating subsidy up to $1,200,000 annually for 5 years with two five year extensions contingent on the property meeting the required HomeKey + guidelines and affordable housing regulatory agreement and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

A representative from California Supportive Housing and Andrew Becker gave the CSH Mahogany Housing Permanent Affordable Housing Solution PowerPoint presentation.

Melissa Case, Jacquelyn Higgins, Krystle Brooks, Nichole Gardner, Mary Lutz, Andrew Becker and an unidentified speaker spoke in support for the Council's approval of the HomeKey + Program application, emphasizing the importance of bringing vital programs and services to assist unhoused residents.

In response to Mayor Bernal, the CSH representative explained that for the Homekey application, the City must demonstrate a viable project lasting at least 15 years, with a commitment of up to $1.2 million annually for that period. He reported the project involved 119 units, with 60 to 85 allocated for housing, while the remaining units would serve as offices for case and property management or be converted into common meeting spaces. Some leftover units may be repurposed as a hotel or other housing needs and the final number of units dedicated to the project will be decided by May 30, 2025. He confirmed efforts to secure

additional federal resources were underway and this would be a 55-year commitment to the property by his company. He reported while earlier discussions included County-provided in-kind services like case management, they are now exploring whether funding would be offered. He stated ERF funding may support individuals transitioning from the Executive Inn program into this housing. He confirmed this program was housing-first, primarily serving Antioch residents based on local Point-In-Time (PIT) data, and once finalized, support from stakeholders will be sought. He commented that the County's CORE and service providers would determine who qualified for housing in these units.

Andrew Becker added that the City would use the County's Coordinated Entry System alongside H3 for housing placements. He also mentioned the County had committed to providing a letter of support for the Homekey project and was open to discussions regarding potential financial support.

The CSH representative stated he would collaborate with City Manager Scott to provide the City Council with the project's pro forma and cash flow details. Additionally, he mentioned that their organization had been operating as a non-profit for three years.

Councilmember Freitas stated addressing homelessness was one of his top priorities when running for office. He emphasized not moving forward could worsen the homelessness crisis and increase public pressure for action. He highlighted that this initiative offered a potential permanent solution to assist the unhoused for the next 55 years. Expressing confidence in the City's ability to manage the budget, he affirmed his support for the application and his intention to review the pro forma to make an informed decision on how to proceed.

Councilmember Torres-Walker expressed gratitude to those who showed her the encampments, helping her understand these areas as communities, and thanked Andrew for his commitment to this process. She stated she understood the budgetary risk but emphasized that the City had missed several previous opportunities to apply for Homekey in the past. She noted that most individuals at Delta Landing and the Executive Inn were Antioch unhoused residents, and given the high PIT counts and the presence of their own CORE team, she was confident that the residents at this site would also be Antioch unhoused individuals. She pointed out that the City had spent significant funds through the Antioch Police Department, Public Works, Antioch CORE team, and contractors to clean up encampments, and supporting this permanent solution would likely be less costly. She agreed that efforts should be made to find alternative funding sources to reduce the financial burden on Antioch, highlighting that homelessness was a regional issue requiring broader support.

The CSH representative stated if the City's application was approved, they could seek federal, state and county funding opportunities.

Councilmember Rocha suggested that the City consider using Community Development Block Grant (CDBG) funds to help offset the costs of acquiring the property. He also requested that staff provide a list of ongoing affordable housing projects along with their completion timelines. He mentioned that if those projects were delayed or could not proceed, their funds could

potentially be redirected to support this investment. He emphasized the importance of making a long-term commitment to assist those in the greatest crisis.

Councilmember Wilson thanked the speakers who provided comments this evening and Andrew Becker for his persistence. She stated she was pleased the County was involved in the process. She requested that the provider give the City Council a report on the progress of the program. She concluded by saying that this was a good investment for Antioch.

The CSH representative confirmed that he would work with City Manager Scott to review the application prior to submittal.

Mayor Bernal expressed appreciation to the presenter and Andrew Becker for their efforts on the project. He noted that encampment sweeps would continue for individuals in areas not deemed acceptable by the City. He stated that due to the ongoing budget deficit and financial constraints, he would not be able to support the application at this time.

A motion was made by Councilmember Torres-Walker to adopt the resolution.

City Manager Scott requested the motion included the following amendment to the resolution:

- Include the total amount of the application was up to $34,900,000

Councilmember Torres-Walker amended her motion as follows.

RESOLUTION NO. 2025/89

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council adopted a resolution approving the submission of an application with California Supportive Housing for the HomeKey + Program and designated City Manager to execute commitments for city capital match up to $750,000 and operating subsidy up to $1,200,000 annually for 5 years with two five year extensions contingent on the property meeting the required HomeKey + guidelines and affordable housing regulatory agreement and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney with the following amendment to the resolution:

- Include the total amount of the application was up to $34,900,000.

The motion carried the following vote:

Ayes: Torres-Walker, Rocha, Wilson, Freitas Noes: Bernal

ADJOURNMENT

On motion by Councilmember Torres-Walker, seconded by Councilmember Rocha the City Council unanimously adjourned the meeting at 8:06 P.M.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

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D□□□□	Regular Meeting of June 10, 2025
□□□	Honorable Mayor and Members of the City Council
□□□**M□□□□D□□□□**	Melissa Rhodes, City Clerk Christina Garcia, CMC, Assistant City Clerk *Cg*
□□□□□□□□	City Council Meeting Minutes of May □□, 2025

R□□□MM□□D□D□□□□□□□
It is recommended that the City Council continue the Meeting Minutes of May 27, 2025 to the June 24, 2025 Council Meeting.

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None

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N/A

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None.

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D□□□□	Regular Meeting of June 10, 2025
□□□	Honorable Mayor and Members of the City Council
□□□**M□□□□D□□□□**	Melissa Rhodes, City Clerk Christina Garcia, CMC, Assistant City Clerk *Cg*
□□□□□□□□	City Council Special Meeting/Budget Study Session Minutes of May 28, 2025

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It is recommended that the City Council continue the Special Meeting/ Budget Study Session Minutes of May 28, 2025 to the June 24, 2025 Council Meeting.

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D□□□□	Regular Meeting of June 10, 2025
□□□	Honorable Mayor and Members of the City Council
□□□**M□□□□D□□□□**	Melissa Rhodes, City Clerk Christina Garcia, CMC, Assistant City Clerk *Cg*
□□□□□□□□	City Council Special Meeting/Budget Study Session Minutes of June 9, 2025

R□□□MM□□D□D□□□□□□□□
It is recommended that the City Council continue the Special Meeting/ Budget Study Session Minutes of June 9, 2025 to the June 24, 2025 Council Meeting.

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None

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None.

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06-10-□□

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 10 - MAY 29, 2025
FUND/CHECK #

100	**General Fund**		
Non departmental			
00419651	SENGA ENERGY LLC	REFUND	7.51
00419731	IN SHAPE HEALTH CLUBS	PAYROLL	393.98
00419740	LIFE INSURANCE COMPANY OF NA	PAYROLL	5,597.69
00419747	MUNICIPAL POOLING AUTHORITY	PAYROLL	782.13
00419756	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,550.00
00419761	PARS	PAYROLL	6,659.29
00419777	STATE OF CALIFORNIA	PAYROLL	120.00
00951270	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	750.00
00951271	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	25,172.21
00951272	ANTIOCH PW EMPLOYEE'S ASSOC	PAYROLL	2,555.00
00951280	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	47,046.34
00951288	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	34,933.96
City Council			
00419789	VERIZON WIRELESS	DATA USAGE	157.71
City Attorney			
00419590	COLE HUBER LLP	CONSULTANT	22,996.34
00419636	OFFICE DEPOT INC	OFFICE SUPPLIES	35.22
00419665	VERIZON WIRELESS	DATA USAGE	157.41
00419688	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL SERVICES RENDERED	60.00
00419693	BERTRAND FOX ELLIOT OSMAN & WENZEL	LEGAL SERVICES RENDERED	2,332.50
00419743	LOZANO SMITH LLP	LEGAL SERVICES RENDERED	520.00
00419768	ROUSH, MICHAEL H	LEGAL SERVICES RENDERED	8,700.00
00419792	ZOOM COMMUNICATIONS INC	SUBSCRIPTION DUES	299.80
00951249	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	538.20
00951265	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	313.50
City Manager			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	5,379.31
00419659	THE INSIDE SOURCE, INC	FURNITURE	13,927.69
00419665	VERIZON WIRELESS	DATA USAGE	104.94
00419678	AMBIUS	PLANT SERVICE	412.42
00419785	TRACY MILLER CONSULTING INC	CONSULTANT	9,500.00
00419789	VERIZON WIRELESS	DATA USAGE	2,510.10
00951251	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,138.54
00951266	TOWNSEND PUBLIC AFFAIRS INC	CONSULTANT	12,500.00
City Clerk			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	128.39
00419588	CITY CLERKS ASSOCIATION OF CALIFORNIA	MEMBERSHIP DUES	500.00
00419636	OFFICE DEPOT INC	OFFICE SUPPLIES	106.09
00419660	TOTAL RECALL CAPTIONING	CLOSED CAPTIONING	2,918.13
00419675	ACCOUNTEMPS	TEMP SERVICES	3,041.92
00419718	EIDEN, KITTY J	MINUTES	5,212.50
00419789	VERIZON WIRELESS	DATA USAGE	994.15
00951250	CIVICPLUS, LLC	SOFTWARE	14,677.24
00951267	UBEO BUSINESS SERVICES	COPIER	2,182.54

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 10 - MAY 29, 2025
FUND/CHECK #

Human Resources			
00419702	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	3,724.00
00419703	CANON FINANCIAL SERVICES	COPIER LEASE	556.86
00419716	DIABLO LIVE SCAN LLC	FINGERPRINTS	1,320.00
00419779	RETIREE	RETIREMENT AWARD	300.00
00419780	STERICYCLE INC	SHRED IT SERVICE	617.50
00419788	RETIREE	RETIREMENT AWARD	300.00
00951283	RETIREE	RETIREMENT AWARD	200.00
Economic Development			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	9.67
00419665	VERIZON WIRELESS	DATA USAGE	104.94
Finance Administration			
00419789	VERIZON WIRELESS	DATA USAGE	178.79
00951267	UBEO BUSINESS SERVICES	COPIER	407.34
Finance Accounting			
Finance Operations			
00951267	UBEO BUSINESS SERVICES	COPIER	1,319.46
Non Departmental			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	97.62
00419595	CONTRA COSTA COUNTY LIBRARY	LEASE AGREEMENT	1,034.53
00419641	PACIFIC CREDIT SERVICES	COLLECTION FEES	244.50
00419642	PACIFIC CREDIT SERVICES	COLLECTION FEES	1,983.83
00419730	HOME DEPOT, THE	SUPPLIES	235.43
00419748	MUNICIPAL POOLING AUTHORITY	PAYROLL	20,294.52
00419749	MUNICIPAL POOLING AUTHORITY	PAYROLL	24,058.40
00419763	RAMBAR INC	JULY 4TH KID ZONE	3,126.00
00951246	ALLIANT INSURANCE SERVICES	WTP EARTHQUAKE PREMIUM	77,708.82
00951247	AVENU	4TH QTR STARS	1,157.63
Public Works Administration			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	330.57
00419624	L ROMEROS RENTALS	SUPPLIES	702.40
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	28.59
00951267	UBEO BUSINESS SERVICES	COPIER	192.59
Public Works Street Maintenance			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	133.97
00419653	SHARJO LLC	ABATEMENT SERVICES	9,878.20
00419681	ANRAK CORPORATION	ASPHALT GRINDING	15,200.00
00419683	ANTIOCH BUILDING MATERIALS	PAVING ROCK	4,064.10
00419701	C AND J FAVALORA TRUCKING INC	TRUCKING	8,100.00
00419709	CRESCO EQUIPMENT RENTALS & AFFILIATES	FUEL	218.40
00419732	INTERSTATE SALES	THERMO PLASTIC	9,658.00
00419750	NATEC INTERNATIONAL INC	TRAINING	130.00
00419759	PACIFIC NORTHWEST OIL	PAVING OIL	1,003.69
00419772	SCA OF CA LLC	STREET SWEEPING	10,461.00
00419773	SHERWIN WILLIAMS CO	PAINT SUPPLIES	270.25
00419781	SUBURBAN PROPANE	PROPANE	596.26
00419791	ZAP MANUFACTURING INC	STREET SIGNS	833.25

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 10 - MAY 29, 2025
FUND/CHECK #

Public Works-Signal/Street Lights			
00419685	AT AND T MCI	MODEM	642.15
00419758	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	601.28
Public Works-Facilities Maintenance			
00419604	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE	240.00
00419628	M AND L OVERHEAD DOORS	REPAIR SERVICES	1,631.52
00419644	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	1,060.00
00419648	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	921.82
00419685	AT AND T MCI	MODEM	94.21
00419690	BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT RENEWAL	873.00
00419730	HOME DEPOT, THE	SUPPLIES	363.99
00419746	MSI FUEL MANAGEMENT INC	SUPPLIES	245.79
00419789	VERIZON WIRELESS	DATA USAGE	52.47
00951248	BAY CITIES PYROTECTOR	ANNUAL TEST	2,630.00
Public Works-Parks Maint			
00419571	ARBORICULTURAL SPECIALTIES, INC.	TREE REMOVAL	6,980.00
00419603	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	15,580.00
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	121,601.15
00419669	WEST COVINA WHOLESALE NURSERY LLC	PLANTS	1,772.14
00419685	AT AND T MCI	MODEM	159.60
00951252	EVERDE GROWERS	PLANTS	3,695.67
Public Works-Median/General Land			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	195.93
00419570	ANTIOCH ACE HARDWARE	SUPPLIES	29.61
00419571	ARBORICULTURAL SPECIALTIES, INC	TREE REMOVAL	39,460.00
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	25,663.84
00419685	AT AND T MCI	MODEM	447.35
00419735	KAY PARK AND REC CORP	PARK BENCH	1,629.66
00951263	SITEONE LANDSCAPE SUPPLY HOLDING LLC	IRRIGATION SUPPLIES	728.12
Police Administration			
00419569	AMIRI, JOSEPH	EXPENSE REIMBURSEMENT	24.00
00419573	ARMSTRONG, KYLE ALEXANDER	TRAINING PER DIEM	258.00
00419574	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	3,670.75
00419579	BPS TACTICAL INC.	VESTS	1,783.83
00419584	CHANDLER, JOSEPH ANTHONY	EXPENSE REIMBURSEMENT	88.00
00419592	CONCORD UNIFORMS LLC	UNIFORMS	13,326.45
00419593	CONTRA COSTA COUNTY	RANGE USE	425.00
00419598	COX, JOHN SPENCER	TRAINING PER DIEM	258.00
00419599	CRIME SCENE CLEANERS INC	BIO-HAZARD	130.00
00419606	EAN SERVICES LLC	TRAINING RENTAL	2,433.62
00419610	FACHNER, DANIEL E	TRAINING PER DIEM	460.00
00419611	FACHNER, DANIEL E	TRAINING PER DIEM	320.00
00419612	FEDEX	SHIPPING COSTS	55.61
00419615	GALLS LLC	UNIFORMS	1,578.49
00419616	GRAHAM, AUSTIN JONATHAN	TRAINING PER DIEM	258.00
00419621	KENDALL, PRICE JULIUS	TRAINING PER DIEM	320.00
00419622	KENDALL, PRICE JULIUS	TRAINING PER DIEM	460.00
00419623	KOCH, MATTHEW T	TRAINING PER DIEM	344.00

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00419625	LAMPI, LAURISSA CHRISTINE	TRAINING PER DIEM	184.00
00419627	LOPEZ INVESTIGATIVE SERVICES	BACKGROUNDS	2,581.00
00419633	NIEVES, RUDOLPH	TRAINING PER DIEM	258.00
00419634	NJOROGE, JOSEPH NJIHIA	TRAINING PER DIEM	460.00
00419647	R GIORDANO CONSULTING & INVESTIGATIONS	IA BACKGROUND	4,195.62
00419654	SHRED IT INC	SHREDDING SERVICES	144.36
00419661	TRANSUNION RISK & ALTERNATIVE DATA	LEO DATABASE	133.80
00419663	ULTIMATE TRAINING MUNITIONS INC	TRAINING MUNITIONS	5,212.95
00419666	VIGIL, JOSEPH	TRAINING PER DIEM	1,290.00
00419670	WHITAKER, WILLIAM	EXPENSE REIMBURSEMENT	130.00
00419671	WHITAKER, WILLIAM	EXPENSE REIMBURSEMENT	138.00
00419684	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	716.50
00419687	AT AND T MOBILITY	DEPARTMENT CELL PHONES	9,755.60
00419695	BITTNER, DESMOND D	EXPENSE REIMBURSEMENT	754.71
00419699	BPS TACTICAL INC.	VESTS	4,903.66
00419703	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00419704	CARPENTER, RYAN C	TRAINING PER DIEM	258.00
00419708	CONCORD UNIFORMS LLC	UNIFORMS	1,686.91
00419710	CRIME SCENE CLEANERS INC	BIO-HAZARD CLEANUP	260.00
00419720	FEDEX	SHIPPING CHARGES	46.24
00419724	GAMEPOD COMBAT ZONE	TRAINING	800.00
00419736	KNOX INVESTIGATIONS	BACKGROUND	977.70
00419737	LARA, SHIRLEY NAYELLI	TRAINING PER DIEM	276.00
00419738	LC ACTION POLICE SUPPLY	AMMUNITION	8,828.05
00419739	LEXISNEXIS	SUBSCRIPTION DUES	252.50
00419742	LOPEZ INVESTIGATIVE SERVICES	BACKGROUND	2,500.00
00419753	OCCUPATIONAL HEALTH CENTERS OF CA INC	PRE-EMPLOYMENT PHYSCH	4,723.00
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	79.18
00419762	PEDREIRA, NICCO	TRAINING PER DIEM	258.00
00419771	SAVE MART SUPERMARKETS	PD SUPPLIES	43.44
00419782	T JUNG INVESTIGATIONS	BACKGROUNDS	1,819.60
00419789	VERIZON WIRELESS	PATROL VEHICLE MODEMS	3,048.68
00951268	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	478.74
00951275	FLYMOTION LLC	DRONES	49,822.39
00951282	SAFESTORE INC	EVIDENCE STORAGE	4,910.53
00951286	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	211.10
Police Prisoner Custody			
00419596	CONTRA COSTA FIRE PROTECTION DISTRICT	JAIL INSPECTION	316.00
Police Community Policing			
00419629	MARQUES, SHAWN LUIS	TRAINING PER DIEM	1,376.00
00419783	TAWNEY, GREGORY	K9 TRAINING	4,500.00
00951258	LEHR UPFITTER OPCO LLC	PARTS	17,056.06
00951277	HUNT AND SONS LLC	FUEL	88.46
00951283	EMPLOYEE	ADVANCED DISABILITY PENSION	6,589.00
Police Investigations			
00419605	DUFFY, ADAM JAMES	EXPENSE REIMBURSEMENT	33.48
00419609	EWART, ASHLEY MARIE	CHECK REPLACEMENT	355.66
00419652	SEROLOGICAL RESEARCH INSTITUTE	EVIDENCE PROCESSING	7,580.00

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00419684	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE TOW	614.00
00419686	AT AND T MCI	CELL PHONE RECORDS	850.00
00419778	STATE OF CALIFORNIA	FINGERPRINTS	976.00
00419784	THOMSON WEST	CRIME ANALYSIS	1,900.00
00951279	NAPA SOLANO SART	SART EXAM	2,400.00
PD Special Investigations Unit			
00419601	CRYSTAL CLEAR LOGOS INC	APPAREL	432.35
00419692	BECERRA, ARTURO MODESTO	EXPENSE REIMBURSEMENT	66.50
00419706	CLASSY GLASS TINTING	VEHICLE TINT	1,000.00
00419751	NILSEN, ERIK ROBERT	TRAINING PER DIEM	340.00
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	152.14
Police Communications			
00419575	AT AND T	PHONES	65.32
00419591	COMCAST	CONNECTION SERVICES	301.80
00419636	OFFICE DEPOT INC	OFFICE SUPPLIES	229.77
00419646	PVP COMMUNICATIONS INC	BATTERIES	55.12
00419685	AT AND T MCI	MODEM	1,252.82
00419726	GLOBALSTAR USA	SATELITE PHONE	270.12
00419733	INVERIS TRAINING SOLUTIONS INC	RANGE REPAIR	1,865.92
00419752	NORTHERN COMMUNICATION SERVICES INC	911 CALL ROUTING	769.67
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	734.57
Office Of Emergency Management			
00419632	NAVIGATING PREPAREDNESS ASSOCIATES	HAZARD MITIGATION	3,820.95
00419645	PITTMAN, DOUGLAS	MONTHLY SERVICES	3,750.00
00419659	THE INSIDE SOURCE, INC	FURNITURE	21,809.16
00419685	AT AND T MCI	MODEM	493.67
Police Facilities Maintenance			
00419604	DREAM RIDE ELEVATOR	ELEVATOR INSPECTIONS	80.00
00419644	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	222.00
00419657	SYSTEMS AND SPACE INC	CABINETS	43,734.26
00419685	AT AND T MCI	MODEM	305.53
00419690	BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT RENEWAL	864.00
00419712	CSI ERGONOMIC FURNITURE, INC	FURNITURES	1,789.62
00951248	BAY CITIES PYROTECTOR	QUARTERLY INSPECTION	515.00
Youth Network Services			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	26.84
00419600	CRUZ, ADHRYAN ANDREW TAN	INTERNSHIP	864.00
00419664	VAUGHAN, HAMIDAH	INTERNSHIP	864.00
00419673	YESENIA SANCHEZ	INTERNSHIP	576.00
00419767	CHRISTINA ROLLEY	INTERNSHIP	480.00
00419769	RR TRANSITIONAL HOUSING	MAY INVOICE	3,386.80
00419786	ELSA ROMY TRUJILLO	INTERNSHIP	352.00
00419789	VERIZON WIRELESS	DATA USAGE	104.94
Housing and Homelessness			
00419620	KATE BRISTOL CONSULTING	PROFESSIONAL SERVICES	1,800.00
00419789	VERIZON WIRELESS	DATA USAGE	52.62
PSCR Administration			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	672.18

00419789	VERIZON WIRELESS	DATA USAGE	52.62
Community Development Administration			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	441.72
00419602	DAS - DEVELOPMENT ADVISORY SERVICES	CONSULTANT	13,320.00
00419789	VERIZON WIRELESS	DATA USAGE	52.47
Community Development Land Planning Services			
00419718	EIDEN, KITTY J	PROFESSIONAL SERVICES	300.00
00419789	VERIZON WIRELESS	DATA USAGE	106.16
CD Code Enforcement			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	372.73
00419581	CACEO	MEMBERSHIP DUES	220.00
00419601	CRYSTAL CLEAR LOGOS INC	APPAREL	349.00
00419656	STATE CONTROLLERS OFFICE	FTB OFFSETS 2024	22.75
00419725	GBA STORAGE, LLC	MONTHLY STORAGE FEE	260.00
00419789	VERIZON WIRELESS	DATA USAGE	15,585.70
PW Engineer Land Development			
00419617	HAWTHORN VENTURES LLC	UNIFORMS	112.86
00419665	VERIZON WIRELESS	DATA USAGE	38.01
00419685	AT AND T MCI	MODEM	62.29
00419698	BLUEBEAM INC	PROFESSIONAL SERVICES	1,650.00
00419789	VERIZON WIRELESS	DATA USAGE	52.62
00951267	UBEO BUSINESS SERVICES	COPIER	123.33
Community Development Building Inspection			
00419651	SENGA ENERGY LLC	REFUND	257.87
00419789	VERIZON WIRELESS	DATA USAGE	230.10
Capital Imp. Administration			
00419698	BLUEBEAM INC	PROFESSIONAL SERVICES	1,650.00
00419789	VERIZON WIRELESS	DATA USAGE	52.47
00951267	UBEO BUSINESS SERVICES	COPIER	250.40
00951285	UBEO BUSINESS SERVICES	COPIER	406.91
204	**California Volunteers Grant Fund**		
S.O.A.R			
00419770	RUBICON PROGRAMS INC	FEB INVOICE MAP/YSC	5,478.06
206	**American Rescue Plan Fund**		
S.O.A.R			
00419770	RUBICON PROGRAMS INC	MAR INVOICE MAP/ARPA	10,633.89
Non Departmental			
00419576	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SVCS	104,538.11
209	**RMRA Fund**		
Streets			
00419696	BKF ENGINEERS INC	PROFESSIONAL SERVICES	26,760.88
212	**CDBG Fund**		
CDBG			
00419585	CHOICE IN AGING	REIMBURSEMENT	2,499.00
00419637	OPPORTUNITY JUNCTION	REIMBURSEMENT	16,668.34
213	**Gas Tax Fund**		
Streets			
00419758	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	221.69

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214	**Animal Services Fund**		
Animal Services			
00951268	WILLIAMS SCOTSMAN INC	STORAGE	427.28
219	**Recreation Fund**		
Non departmental			
00419640	ORTEGA, MARIA	REIMBURSEMENT	500.00
Nick Rodriguez Community Cent			
00419644	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	222.00
00419685	AT AND T MCI	MODEM	76.86
00419703	CANON FINANCIAL SERVICES	COPIER LEASE	287.28
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	49.87
00419755	OG CHARTER AND TOURS LLC	AHM TRANSPORTATION	200.00
00951248	BAY CITIES PYROTECTOR	QUARTERLY INSPECTION	515.00
00951267	UBEO BUSINESS SERVICES	COPIER	1,243.08
00951269	BRADY INDUSTRIES	JANITORIAL SUPPLIES	3,535.71
00951287	BRADY INDUSTRIES	JANITORIAL SUPPLIES	924.22
Recreation Sports Programs			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	552.44
00419580	BSN SPORTS	SUPPLIES	256.83
00419665	VERIZON WIRELESS	DATA USAGE	39.02
00419685	AT AND T MCI	MODEM	31.92
00419691	BE EXCEPTIONAL	PROFESSIONAL SERVICES	384.00
00419700	BSN SPORTS	SUPPLIES	338.04
Recreation-Comm Center			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,631.05
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,748.42
00419685	AT AND T MCI	MODEM	33.18
00419691	BE EXCEPTIONAL	PROFESSIONAL SERVICES	4,368.00
00419717	DUGAND, KARINA	PROFESSIONAL SERVICES	226.80
00951248	BAY CITIES PYROTECTOR	QUARTERLY INSPECTION	515.00
00951259	LSA ASSOCIATES INC	BURROWING OWL MONITORING	200.00
00951267	UBEO BUSINESS SERVICES	COPIER	1,083.66
Recreation Water Park			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,143.27
00419587	CINTAS CORPORATION NO. 2	FIRST AID SUPPLIES	40.88
00419618	ICEE COMPANY, THE	CONCESSIONS SUPPLIES	1,656.48
00419639	ORIGINAL WATERMAN	UNIFORMS	2,604.07
00419644	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	543.00
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,569.33
00419679	AMERICAN RED CROSS	MEMBERSHIP DUES	392.00
00419685	AT AND T MCI	MODEM	186.86
00419707	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTAL	80.34
00419730	HOME DEPOT, THE	SUPPLIES	94.00
00419775	SPLASH RADIO LLC	ADVERTISEMENT	60.41
00419789	VERIZON WIRELESS	DATA USAGE	1,170.59
00419790	WEBSTAURANT STORE INC, THE	CONCESSIONS	913.42
00951248	BAY CITIES PYROTECTOR	QUARTERLY INSPECTION	515.00
00951257	KNORR SYSTEMS INC	CHEMICALS	30.00

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00951267	UBEO BUSINESS SERVICES	COPIER	127.26
00951287	BRADY INDUSTRIES	JANITORIAL SUPPLIES	302.62
222	**Measure C/J Fund**		
Streets			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	39,957.41
226	**Solid Waste Reduction Fund**		
Solid Waste			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	53.14
00419594	CONTRA COSTA COUNTY	EFG INSPECTIONS	2,388.00
00419662	TRI DELTA TRANSIT	SHRED EVENT SPONSORSHIP	797.00
229	**Pollution Elimination Fund**		
Channel Maintenance Operation			
00419566	ALTA FENCE CO	FENCE REPAIR	1,138.00
00419578	BLANKINSHIP AND ASSOCIATES INC	TRAINING DUES	1,976.50
00419655	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,520.00
00419677	ALTA FENCE CO	GATE REPLACEMENT	3,307.00
00419774	SILVA LANDSCAPE	LANDSCAPE SERVICES	5,520.00
251	**Lone Tree SLLMD Fund**		
Lonetree Maintenance Zone 1			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,117.86
00419685	AT AND T MCI	MODEM	127.68
Lonetree Maintenance Zone 2			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	22,003.08
00419685	AT AND T MCI	MODEM	220.33
Lonetree Maintenance Zone 3			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	18,875.50
00419685	AT AND T MCI	MODEM	95.76
Lonetree Maintenance Zone 4			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,987.70
252	**Downtown SLLMD Fund**		
Downtown Maintenance			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,622.84
00419668	WATERSAVERS IRRIGATION INC	ENHANCEMENT	1,697.14
253	**Almondridge SLLMD Fund**		
Almondridge Maintenance			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,868.38
254	**Hillcrest SLLMD Fund**		
Hillcrest Maintenance Zone 1			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	16,597.22
00419685	AT AND T MCI	MODEM	63.84
Hillcrest Maintenance Zone 2			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	16,491.24
00419685	AT AND T MCI	MODEM	223.44
Hillcrest Maintenance Zone 4			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	17,852.68
00419685	AT AND T MCI	MODEM	189.97

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255	**Park 1A Maintenance District Fund**		
Park 1A Maintenance District			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,876.24
00419685	AT AND T MCI	MODEM	31.92
256	**Citywide 2A Maintenance District Fund**		
Citywide 2A Maintenance Zone 3			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,021.72
Citywide 2A Maintenance Zone 4			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,613.66
Citywide 2A Maintenance Zone 5			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,905.72
Citywide 2A Maintenance Zone 6			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,619.94
Citywide 2A Maintenance Zone 8			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,385.08
Citywide 2A Maintenance Zone 9			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	11,085.80
00419685	AT AND T MCI	MODEM	127.68
Citywide 2A Maintenance Zone10			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,317.34
257	**SLLMD Administration Fund**		
SLLMD Administration			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,725.00
00419668	WATERSAVERS IRRIGATION INC	ENHANCEMENT	613.09
00419669	WEST COVINA WHOLESALE NURSERY LLC	PLANTS	827.04
00419685	AT AND T MCI	MODEM	157.34
00951252	EVERDE GROWERS	PLANTS	4,985.09
259	**East Lone Tree SLLMD Fund**		
Zone 1-District 10			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,063.84
281	**CFD 2018-01 Public Services Fund**		
CFD 2018-01 Maintenance			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,610.28
283	**CFD 2022-01 Public Services Fund**		
CFD 2018-01 Maintenance			
00419658	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	813.70
311	**Capital Improvement Fund**		
Non departmental			
Streets			
00419650	SANDSTONE ENVIRONMENTAL ENGINEERING	PROGRESS PAYMENT #6	61,200.28
Energy Efficiency			
00419607	ECOHERO SHOW LLC, THE	CLIMATE ASSEMBLY	1,250.00
569	**Vehicle Replacement Fund**		
Equipment Maintenance			
00419706	CLASSY GLASS TINTING	TINTING SERVICES	1,050.00
570	**Equipment Maintenance Fund**		
Non departmental			
00951254	HUNT AND SONS LLC	FUEL	9,392.51

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00951277	HUNT AND SONS LLC	FUEL	8,210.81
Equipment Maintenance			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	42.42
00419577	BILL BRANDT FORD	OUTSIDE REPAIR	725.62
00419586	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	1,606.56
00419626	LIM AUTOMOTIVE SUPPLY INC	PARTS	3,319.94
00419630	MATT BOTTI TOOLS LLC	SMALL TOOLS	2,608.21
00419631	MSI FUEL MANAGEMENT INC	FUEL PARTS	247.99
00419638	OREILLY AUTO PARTS	PARTS	802.80
00419667	WALNUT CREEK FORD	PARTS	1,329.97
00419672	WINTER CHEVROLET CO	AUTO SERVICE	235.00
00951253	GRAINGER INC	PARTS	66.62
00951260	MUNICIPAL MAINT EQUIPMENT INC	PART	54.97
00951261	PETERSON TRACTOR CO	PARTS	1,632.20
00951267	UBEO BUSINESS SERVICES	COPIER	64.21
573	**Information Services Fund**		
Information Services			
00419685	AT AND T MCI	MODEM	123.01
00419789	VERIZON WIRELESS	DATA USAGE	609.66
Network Support & PCs			
00419685	AT AND T MCI	MODEM	81.40
00951267	UBEO BUSINESS SERVICES	COPIER	31.82
Telephone System			
00419685	AT AND T MCI	MODEM	2,302.86
GIS Support Services			
00419665	VERIZON WIRELESS	DATA USAGE	38.01
00419789	VERIZON WIRELESS	DATA USAGE	1,099.96
Office Equipment Replacement			
00951256	ISSQUARED, INC	COMPUTER EQUIPMENT	4,703.02
577	**Post Retirement Medical-Police Fund**		
Non Departmental			
00419793	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00419801	RETIREE	MEDICAL AFTER RETIREMENT	1,622.64
00419805	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00419806	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00419807	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00419808	RETIREE	MEDICAL AFTER RETIREMENT	57.90
00419809	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00419811	RETIREE	MEDICAL AFTER RETIREMENT	1,956.51
00951290	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951291	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951292	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00951296	RETIREE	MEDICAL AFTER RETIREMENT	1,297.98
00951297	RETIREE	MEDICAL AFTER RETIREMENT	454.10
00951299	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951300	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951302	RETIREE	MEDICAL AFTER RETIREMENT	1,343.97
00951305	RETIREE	MEDICAL AFTER RETIREMENT	528.16

00951307	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951314	RETIREE	MEDICAL AFTER RETIREMENT	1,112.90
00951315	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951320	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951322	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00951324	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951327	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951336	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951342	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951343	RETIREE	MEDICAL AFTER RETIREMENT	965.00
00951344	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951347	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00951354	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951360	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951361	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951362	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951365	RETIREE	MEDICAL AFTER RETIREMENT	637.88
00951373	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00951374	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00951375	RETIREE	MEDICAL AFTER RETIREMENT	2,003.22
00951376	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951388	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951392	RETIREE	MEDICAL AFTER RETIREMENT	1,511.35
00951395	RETIREE	MEDICAL AFTER RETIREMENT	2,503.00
00951399	RETIREE	MEDICAL AFTER RETIREMENT	668.70
00951401	RETIREE	MEDICAL AFTER RETIREMENT	5,471.08
00951402	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00951404	RETIREE	MEDICAL AFTER RETIREMENT	1,671.25
00951411	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951413	RETIREE	MEDICAL AFTER RETIREMENT	1,337.71
00951416	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951417	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951419	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951420	RETIREE	MEDICAL AFTER RETIREMENT	1,489.00
00951424	RETIREE	MEDICAL AFTER RETIREMENT	398.45
00951433	RETIREE	MEDICAL AFTER RETIREMENT	709.98
00951434	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951436	RETIREE	MEDICAL AFTER RETIREMENT	1,586.21
00951444	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951445	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951447	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951448	RETIREE	MEDICAL AFTER RETIREMENT	504.30
00951450	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951454	RETIREE	MEDICAL AFTER RETIREMENT	528.16
00951455	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951459	RETIREE	MEDICAL AFTER RETIREMENT	726.50
00951465	RETIREE	MEDICAL AFTER RETIREMENT	909.96
00951469	RETIREE	MEDICAL AFTER RETIREMENT	855.70

00951470	RETIREE	MEDICAL AFTER RETIREMENT	954.90
00951472	RETIREE	MEDICAL AFTER RETIREMENT	30.66
00951474	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
578	**Post Retirement Medical-Misc Fund**		
Non Departmental			
00419794	RETIREE	MEDICAL AFTER RETIREMENT	176.48
00419797	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419798	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00419800	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419803	RETIREE	MEDICAL AFTER RETIREMENT	304.59
00419804	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419812	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00419813	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419814	RETIREE	MEDICAL AFTER RETIREMENT	216.75
00951289	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951293	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951295	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951298	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951304	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951309	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951312	RETIREE	MEDICAL AFTER RETIREMENT	161.20
00951313	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951316	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951317	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951318	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951321	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951328	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951333	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951335	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951337	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951338	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951339	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951340	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951341	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951349	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951350	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951351	RETIREE	MEDICAL AFTER RETIREMENT	183.51
00951352	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00951353	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951358	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951359	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951367	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951368	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951372	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951378	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951383	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951384	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951385	RETIREE	MEDICAL AFTER RETIREMENT	315.38

00951387	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951389	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951390	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951396	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951398	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951403	RETIREE	MEDICAL AFTER RETIREMENT	405.00
00951406	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951410	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00951412	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951414	RETIREE	MEDICAL AFTER RETIREMENT	46.48
00951418	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951421	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951423	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951427	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951432	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951435	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951440	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951452	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951457	RETIREE	MEDICAL AFTER RETIREMENT	220.00
00951458	RETIREE	MEDICAL AFTER RETIREMENT	309.46
00951461	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951468	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951471	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951473	RETIREE	MEDICAL AFTER RETIREMENT	315.38
579	**Post Retirement Medical-Mgmt Fund**		
Non Departmental			
00419795	RETIREE	MEDICAL AFTER RETIREMENT	1,509.00
00419796	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00419799	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419802	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00419810	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00419815	RETIREE	MEDICAL AFTER RETIREMENT	474.30
00419816	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00419817	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951294	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951301	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951303	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951306	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951308	RETIREE	MEDICAL AFTER RETIREMENT	185.08
00951310	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00951311	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951319	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951323	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951325	RETIREE	MEDICAL AFTER RETIREMENT	56.00
00951326	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951329	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951330	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951331	RETIREE	MEDICAL AFTER RETIREMENT	473.38

00951332	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951334	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00951345	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951346	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951348	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951355	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951356	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951357	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951363	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951364	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00951366	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951369	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951370	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00951371	RETIREE	MEDICAL AFTER RETIREMENT	2,735.54
00951377	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951379	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00951380	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951381	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951382	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951386	RETIREE	MEDICAL AFTER RETIREMENT	817.12
00951391	RETIREE	MEDICAL AFTER RETIREMENT	934.26
00951393	RETIREE	MEDICAL AFTER RETIREMENT	676.68
00951394	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951397	RETIREE	MEDICAL AFTER RETIREMENT	1,845.22
00951400	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951405	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951407	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
00951408	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951409	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951415	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951422	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951425	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951426	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951428	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951429	RETIREE	MEDICAL AFTER RETIREMENT	136.69
00951430	RETIREE	MEDICAL AFTER RETIREMENT	429.00
00951431	RETIREE	MEDICAL AFTER RETIREMENT	196.69
00951437	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951438	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951439	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951441	RETIREE	MEDICAL AFTER RETIREMENT	426.70
00951442	RETIREE	MEDICAL AFTER RETIREMENT	1,011.40
00951443	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951446	RETIREE	MEDICAL AFTER RETIREMENT	431.38
00951449	RETIREE	MEDICAL AFTER RETIREMENT	339.76
00951451	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951453	RETIREE	MEDICAL AFTER RETIREMENT	551.38
00951456	RETIREE	MEDICAL AFTER RETIREMENT	110.00

00951460	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951462	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951463	RETIREE	MEDICAL AFTER RETIREMENT	315.38
00951464	RETIREE	MEDICAL AFTER RETIREMENT	1,902.80
00951466	RETIREE	MEDICAL AFTER RETIREMENT	78.69
00951467	RETIREE	MEDICAL AFTER RETIREMENT	2,067.80
611	**Water Fund**		
Non departmental			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	170.20
00419568	AMERICAN TEXTILE AND SUPPLY INC	RAGS	371.50
00419694	BISHOP CO	SUPPLIES	401.61
00419719	FASTENAL COMPANY	SUPPLIES	311.73
00419729	HAWTHORN VENTURES LLC	UNIFORMS	2,151.11
00419730	HOME DEPOT, THE	SUPPLIES	95.31
00419741	LIM AUTOMOTIVE SUPPLY INC	PARTS	520.76
00419776	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	459.11
00951253	GRAINGER INC	SUPPLIES	505.19
00951276	GRAINGER INC	SUPPLIES	410.09
00951281	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	1,806.82
Water Supervision			
00419789	VERIZON WIRELESS	DATA USAGE	2,683.34
Water Production			
00419582	CALLAHAN, STEVEN P	SAFETY SHOES-CALLAHAN,S	350.00
00419589	CITY OF BRENTWOOD	GROUNDWATER SUPPORT SVCS	1,527.90
00419597	CONTRA COSTA WATER DISTRICT	MAIN CANAL	218,667.38
00419604	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE	200.00
00419608	ENVIRONMENTAL RESOURCE ASSOCIATES	LAB SUPPLIES	3,308.36
00419613	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	53.81
00419617	INFOSEND INC	UNIFORMS	297.58
00419635	OCCUPATIONAL HEALTH CENTERS OF CA INC	CHECK REPLACEMENT	790.00
00419665	VERIZON WIRELESS	DATA USAGE	38.01
00419674	YSI INC	SPRAY NOZZLES	4,026.52
00419676	ALLSTEEL INC	FURNITURE	20,602.46
00419680	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	1,550.00
00419682	ANTIOCH ACE HARDWARE	SUPPLIES	464.30
00419685	AT AND T MCI	MODEM	828.11
00419689	BARTLEY PUMP PM, LLC	PUMP PULL	3,690.00
00419690	BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT RENEWAL	604.00
00419714	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	5,007.32
00419721	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	489.33
00419722	FRUIT GROWERS LABORATORY, INC	TESTING	2,135.00
00419730	HOME DEPOT, THE	SUPPLIES	1,006.38
00419744	MISCO	CHLORINE PARTS	792.65
00419745	MOLINA, CHRISTOPHER G	EXPENSE REIMBURSEMENT	30.00
00419760	PACIFIC STAR CHEMICAL LLC	CHEMICALS	5,329.12
00419765	RICE LAKE WEIGHING SYSTEMS INC	LAB THERMOMETER	148.00
00419773	SHERWIN WILLIAMS CO	PAINTING SUPPLIES	107.25
00419776	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	311.35

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 10 - MAY 29, 2025
FUND/CHECK #

00419787	UNIVAR SOLUTIONS USA INC	CHEMICALS	48,185.53
00419789	VERIZON WIRELESS	DATA USAGE	145.50
00951264	ENLIGHTENED QUALITY ANALYTICS LLC	LAB ACCREDITATION	920.00
00951274	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,166.72
00951276	GRAINGER INC	SUPPLIES	844.72
00951284	ENLIGHTENED QUALITY ANALYTICS LLC	LAB ACCREDITATION	1,600.00
Water Distribution			
00419565	AFTS CALIFORNIA INC	MONTHLY LOCKBOX	135.48
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	648.52
00419572	ARC DOCUMENT SOLUTIONS LLC	SUPPLIES	75.46
00419614	G AND S PAVING	SERVICE CUTS	5,783.62
00419617	HAWTHORN VENTURES LLC	UNIFORMS	297.58
00419619	ISINGS CULLIGAN WATER CONDITIONING	APRIL 25 WATER	13.70
00419643	PACIFIC CREDIT SERVICES	COLLECTION AGENCY FEES	1,501.71
00419649	RT LAWRENCE CORP	MONTHLY LOCKBOX	531.51
00419677	ALTA FENCE CO	FENCE REPAIR	237.50
00419683	ANTIOCH BUILDING MATERIALS	PAVING ROCK	16,742.05
00419685	AT AND T MCI	MODEM	31.92
00419701	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	29,250.00
00419711	CRWA	MEMBERSHIP DUES	1,662.00
00419713	CWEA SFBS	CERTIFICATE RENEWAL	217.00
00419715	DELTA DIABLO	RECYCLE WATER	8,567.43
00419723	G AND S PAVING	SERVICE CUTS	8,346.83
00419727	GRANITE CONSTRUCTION CO	EZ STREET	4,312.42
00419730	HOME DEPOT, THE	SUPPLIES	1,520.12
00419734	JACK DOHENY COMPANY	VAC-CON PARTS	1,180.64
00419741	LIM AUTOMOTIVE SUPPLY INC	PARTS	31.79
00419750	NATEC INTERNATIONAL INC	TRAINING	4,887.50
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	92.70
00419757	PACE SUPPLY CORP	HYDRANTS	17,510.19
00419766	ROBERTS AND BRUNE CO	SMALL TOOLS	38,609.84
00419776	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	295.23
00419789	VERIZON WIRELESS	DATA USAGE	1,722.56
00951255	INFOSEND INC	PRINT AND MAIL SERVICES	4,743.92
00951267	UBEO BUSINESS SERVICES	COPIER	228.66
00951273	BADGER METER INC	METERS	7,597.69
00951278	INFOSEND INC	PRINT AND MAIL SERVICES	3,563.67
Public Buildings & Facilities			
00419705	CDM SMITH INC	PROFESSIONAL SERVICES	44,596.97
00951262	SHIMMICK CONSTRUCTION INC	PROGRESS PAYMENT #48	6,935.70
Water Systems			
00419757	PACE SUPPLY CORP	METER BOX LIDS	605.82
00951273	BADGER METER INC	METER REGISTERS	109,953.70
621	**Sewer Fund**		
Swr-Wastewater Administration			
00419565	AFTS CALIFORNIA INC	MONTHLY LOCKBOX	135.49
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	62.21
00419572	ARC DOCUMENT SOLUTIONS LLC	WATER DEPARTMENT SUPPLY	75.45

CITY OF ANTIOCH CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 10 - MAY 29, 2025
FUND/CHECK #

00419583	CANON FINANCIAL SERVICES	COPIER LEASE	74.14
00419614	G AND S PAVING	SERVICE CUTS	5,783.62
00419649	RT LAWRENCE CORP	MONTHLY LOCKBOX	531.52
00419677	ALTA FENCE CO	FENCE REPAIR	237.50
00419683	ANTIOCH BUILDING MATERIALS	PAVING ROCK	16,742.06
00419685	AT AND T MCI	MODEM	65.10
00419697	BLACK WATER CONSULTING ENGINEERS, INC	SSMP UPDATE	6,292.00
00419701	C AND J FAVALORA TRUCKING INC	FULTON RECYCLE	29,250.00
00419723	G AND S PAVING	SERVICE CUTS	8,346.83
00419727	GRANITE CONSTRUCTION CO	EZ STREET	4,312.43
00419728	H&R PLUMBING AND DRAIN CLEANING INC	MANHOLE REHABILITATION	49,200.00
00419750	NATEC INTERNATIONAL INC	TRAINING	4,887.50
00419754	OFFICE DEPOT INC	OFFICE SUPPLIES	72.48
00419766	ROBERTS AND BRUNE CO	POPPERS	10,009.20
00419776	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	79.02
00419789	VERIZON WIRELESS	DATA USAGE	2,213.96
00951248	BAY CITIES PYROTECTOR	ANNUAL TEST	1,265.00
00951255	INFOSEND INC	PRINT AND MAIL SERVICES	4,743.90
00951267	UBEO BUSINESS SERVICES	COPIER	163.39
00951276	GRAINGER INC	SUPPLIES	113.42
00951278	INFOSEND INC	PRINT AND MAIL SERVICES	3,563.66
631	**Marina Fund**		
Marina Administration			
00419567	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	78.32
00419644	PEPPER INVESTMENTS INC	MONTHLY MAINTENANCE	125.00
00419764	REINHOLDT ENGINEERING CONSTR	UST INSPECTION	1,000.00
00951267	UBEO BUSINESS SERVICES	COPIER	63.30

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney DC

SUBJECT: REJECTION OF CLAIM: LEEANRA WHITE

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Leeanra White.

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

ATTACHMENTS

None.

H

Agenda Item #

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst II

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

SUBJECT: Resolution Approving a Freeway Maintenance Agreement for State Route Highway 4 between Post-Mile R25.6 and Post-Mile T30.5

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute the Freeway Maintenance Agreement for State Route Highway 4 between Post-Mile R25.6 and Post-Mile T30.5 with the State of California Department of Transportation.

FISCAL IMPACT

Upon completion and acceptance of improvements by the State of California Department of Transportation, the City of Antioch is to assume maintenance responsibility for specific facilities affected by freeway construction.

DISCUSSION

On May 24, 2011, the City Council adopted a resolution approving a Freeway Agreement between the City of Antioch and the State of California Department of Transportation (Attachment C). The Agreement allowed for the adjustment of local street and road systems in order to facilitate the construction of improvements and widening of State Route Highway 4. In accordance with Section 1 of Freeway Agreement (Attachment C), the City of Antioch is to assume responsibility and maintenance over areas affected by the Agreement once the State of California Department of Transportation has completed their improvements, and the City has accepted those improvements.

The State of California Department of Transportation has notified the City of Antioch that their improvements are complete and has expressed interest in establishing a Freeway Maintenance Agreement (Attachment B) over said limits along State Route Highway 4 between Post-Mile 25.6 and Post-Mile T30.5. This agreement is to supersede existing Freeway Maintenance Agreements entered on January 12, 1970 (Attachment E) and March 16, 1972 (Attachment D).

I
Agenda Item #

ATTACHMENTS

A. Resolution
B. Freeway Maintenance Agreement
C. Freeway Agreement, May 24, 2011
D. Freeway Maintenance Agreement, March 16, 1972
E. Freeway Maintenance Agreement, January 12, 1970

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A FREEWAY MAINTENANCE AGREEMENT FOR STATE ROUTE HIGHWAY 4 BETWEEN POST-MILE R25.6 AND POST-MILE T30.5

WHEREAS, the State of California Department of Transportation has notified the City of Antioch that their improvements along State Route Highway 4 were near completion and has presented the City of Antioch with a Freeway Maintenance Agreement;

WHEREAS, the State of California Department of Transportation wishes to clarify and revise the division of maintenance, as defined in section 27 of the California Streets and Highways Code, and their respective responsibilities as to separation structures and local City streets and roads, or portions thereof, and landscaped areas lying within or outside those modified freeway limits;

WHEREAS, under the terms of the approved Freeway Agreement dated May 24, 2011, the City is to resume control and maintenance over each of the affected relocated or reconstructed City streets, except for those portions adopted as a part of the freeway proper;

WHEREAS, Freeway Maintenance Agreement is to supersede the previous existing Freeway Maintenance Agreements dated January 12, 1970 and March 16, 1972; and

WHEREAS, this City Council has considered said Freeway Maintenance Agreement in full and is familiar with the content thereof.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Freeway Maintenance Agreement in substantially the form of Attachment B of the staff report.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager or designee to execute the Agreement subject to the approval of form 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

2025-02-02
04-CC-4-PM R25.6/T30.5

FREEWAY MAINTENANCE AGREEMENT WITH CITY OF ANTIOCH

THIS AGREEMENT is made effective on _____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Antioch; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

SECTION I

RECITALS

1. On May 24, 2011, a Freeway Agreement was executed between CITY and STATE, wherein the PARTIES consented to certain adjustments of the local street and road system required for the development of that portion of STATE Highway Route (SR) 4, declared a freeway, within the jurisdictional limits of the CITY;

2. Recent adjustments to said freeway have now been completed and the PARTIES hereto mutually desire to identify the maintenance responsibilities of the CITY for areas lying within those modified freeway limits;

3. There are existing Freeway Maintenance Agreements, with CITY dated January 12, 1970, and March 16, 1972. This Agreement is meant to replace the earlier agreements;

4. There is an existing Delegated Maintenance Agreement, with CITY dated June 18, 1981. This Agreement is meant to replace the earlier agreement;

5. WHEREAS, certain adjustments included improvements to CITY storm drainage conveyance systems, including storm drain structures, culverts, drainage channels, and waterways, on that portion of State Highway Route 04, a freeway within the limits of the City of Antioch; and

6. WHEREAS, the CITY Municipal Code, Title 2, Chapter 3, contains regulations related to the City of Antioch Department of Public Works Division of Water/Waste Water, under the direction of the CITY Manager, as being responsible for performing those duties and functions assigned and directed by the CITY Manager, including operating and maintaining CITY storm drain structures, storm drain pipes/culverts, stormwater pump stations, drainage channels, and stormwater best management practices; and

7. WHEREAS, the PARTIES hereto mutually desire to clarify the division of maintenance responsibility as to CITY storm drainage conveyance systems and waterways , hereinafter collectively referred to as "CULVERT", or portions thereof located within STATE's freeway limits.

NOW THEREFORE IT IS AGREED:

SECTION II

AGREEMENT

1. PARTIES agree this Agreement shall replace in its entirety the said Freeway Maintenance Agreements executed by PARTIES on January 12, 1970 and March 16, 1972.

2. PARTIES agree this Agreement shall replace in its entirety the said Delegated Maintenance Agreements executed by PARTIES on June 18, 1981.

3. Pursuant to Section 6 of the May 24, 2011 Freeway Agreement, CITY has resumed or will resume control and maintenance over each of the relocated or reconstructed CITY roads, frontage roads, and other STATE constructed local roads, except for any portion which is adopted by STATE as a part of the freeway proper.

4. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.

5. Exhibit A, Exhibit B, and Exhibit C consist of plan drawings that delineate and describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.

6. CITY agrees to continue their control and maintenance of each of the affected relocated or reconstructed CITY streets and roads as shown on that attached hereto, Exhibit A and made a part hereof by this reference.

7. When another planned future improvement has been constructed and/or a minor revision has been effected within the limits of the freeway herein described which will affect the PARTIES' maintenance responsibility as described herein, and there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A, Exhibit B, and Exhibit C by a mutual written-execution of each of the exhibits.

8. CITY must obtain the necessary Encroachment Permits from STATE's District 4 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities. This permit will be an annual permit, issued at no cost to CITY.

9. VEHICULAR OVERCROSSINGS

9.1. CITY will maintain, at CITY expense, the deck wearing surface and structural drainage system (and shall perform such work as may be necessary to ensure an impervious and/or otherwise suitable surface) and all portions of the structure above the bridge deck, including, but without limitation, lighting installations, as well as all traffic service facilities (sidewalks, signs, pavement markings, bridge rails, etc.) that may be required for the benefit or control of traffic using that overcrossing.

9.2. As directed by section 92.6 of the Streets and Highways Code, at locations determined by STATE, screening shall be placed on STATE freeway overpasses on which pedestrians are allowed. All screens installed under this program will be maintained by STATE, at STATE expense.

10. VEHICULAR AND PEDESTRIAN UNDERCROSSINGS

10.1. CITY will maintain the CITY paved roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage installations, lighting installations and traffic service facilities that may be required for the benefit or control of traffic using that undercrossing.

10.2. CITY will request STATE's District 4 Encroachment Permit Engineer to issue the necessary Encroachment Permit for any proposed change in minimum vertical clearances between CITY roadway surface and the structure that results from modifications to the roadway (except when said modifications are made by STATE). If the planned modifications will result in a reduction in the minimum clearance within the traveled way, an estimate of the clearance reduction must be provided to STATE's Transportation Permit Engineer prior to starting work. Upon completion of that work, a vertical clearance diagram will be furnished to STATE's Transportation Permit Engineer that shows revised minimum clearances for all affected movements of traffic, both at the edges of the traveled way and at points of minimum clearance within the traveled way.

11. WALLS, SOUNDWALLS, AND COLUMNS – CITY is responsible for debris removal, cleaning, and painting to keep CITY's side of any wall structure or column free of debris, dirt, and graffiti.

12. GRAFFITI REMOVAL- CITY , at CITY's expense, shall remove all graffiti and legally remove and dispose of all debris and trash from the structures and facilities covered in this Agreement. Any graffiti that resembles a mural, artwork, paintings, or other similar elements may not be removed without prior consultation with STATE's District 04 Transportation Art Coordinator (Caltrans.Art.D4@dot.ca.gov) before conducting any graffiti removal or remediation.

13. CULVERT

13.1. CITY, at CITY's expense, will maintain the structural integrity of those portions of CULVERT's lying within STATE's right of way identified in Exhibit A.

13.2. CITY, at CITY's expense, will be responsible for all other CULVERT maintenance, including but not limited to cleaning, inspection, and removal of obstructions, trash, debris, and accumulated sediment.

14. LANDSCAPED AREAS- CITY is responsible for the maintenance of any plantings, irrigation systems, landscape architecture metal panel, landscape architecture paving, or other types of roadside improvements of PROJECT delineated on Exhibit C.

15. BICYCLE PATHS AND LANES constructed as permitted encroachments within STATE's right of way, CITY is solely responsible for all permitted improvements, including but not limited to the delineation, fencing, drainage facilities, slope and structural adequacy. CITY will maintain, at CITY expense, a safe facility for bicycle travel along the entire length of the path/lane by providing sweeping and debris removal when necessary; and all signing and striping, and pavement markings required for the direction and operation of that non-motorized facility.

16. LEGAL RELATIONS AND RESPONSIBILITIES

16.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not PARTIES to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.

16.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction conferred upon STATE arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

16.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY and arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

17. PREVAILING WAGES:

17.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY's own forces is exempt from the Labor Code's Prevailing Wage requirements.

17.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

18. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence and $2 million in aggregate and $5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

19. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.

20. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF ANTIOCH

By: _____
RON BERNAL
CITY Mayor

Initiated and Approved

By: _____
BESSIE MARIE SMITH
CITY Manager

ATTEST:

By: _____
MELISSA RHODES
CITY Clerk

APPROVED AS TO FORM AND PROCEDURE:

By: _____
DEREK COLE
Interim CITY Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
LEAH BUDU
Deputy District Director
Maintenance Division, District 4

EXHIBIT "A"

(Plan map identifying the applicable STATE Routes (Freeway proper) and CITY road(s) and facilities)

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

FREEWAY MAINTENANCE AGREEMENT
with the
CITY OF ANTIOCH
EXHIBIT A

OCTOBER 2019

Dist	COUNTY	ROUTE	POST MILES
04	CC	4	R25.6/T30.5

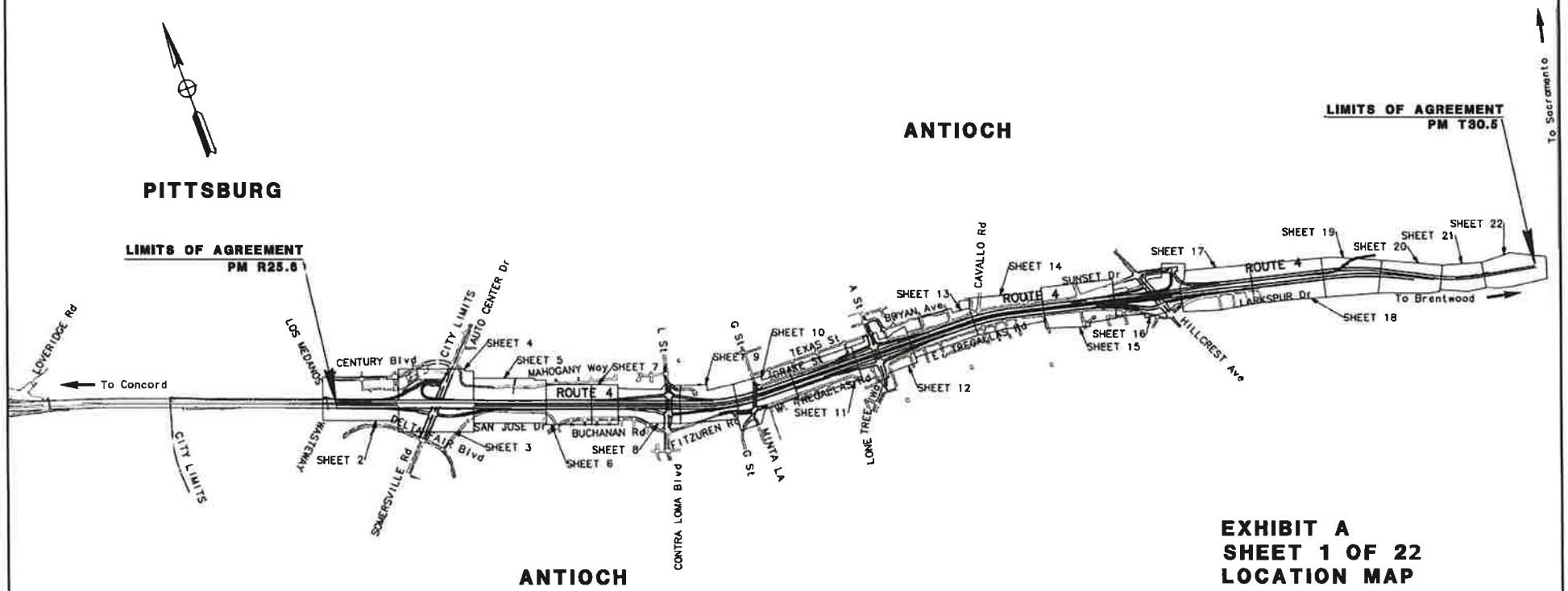


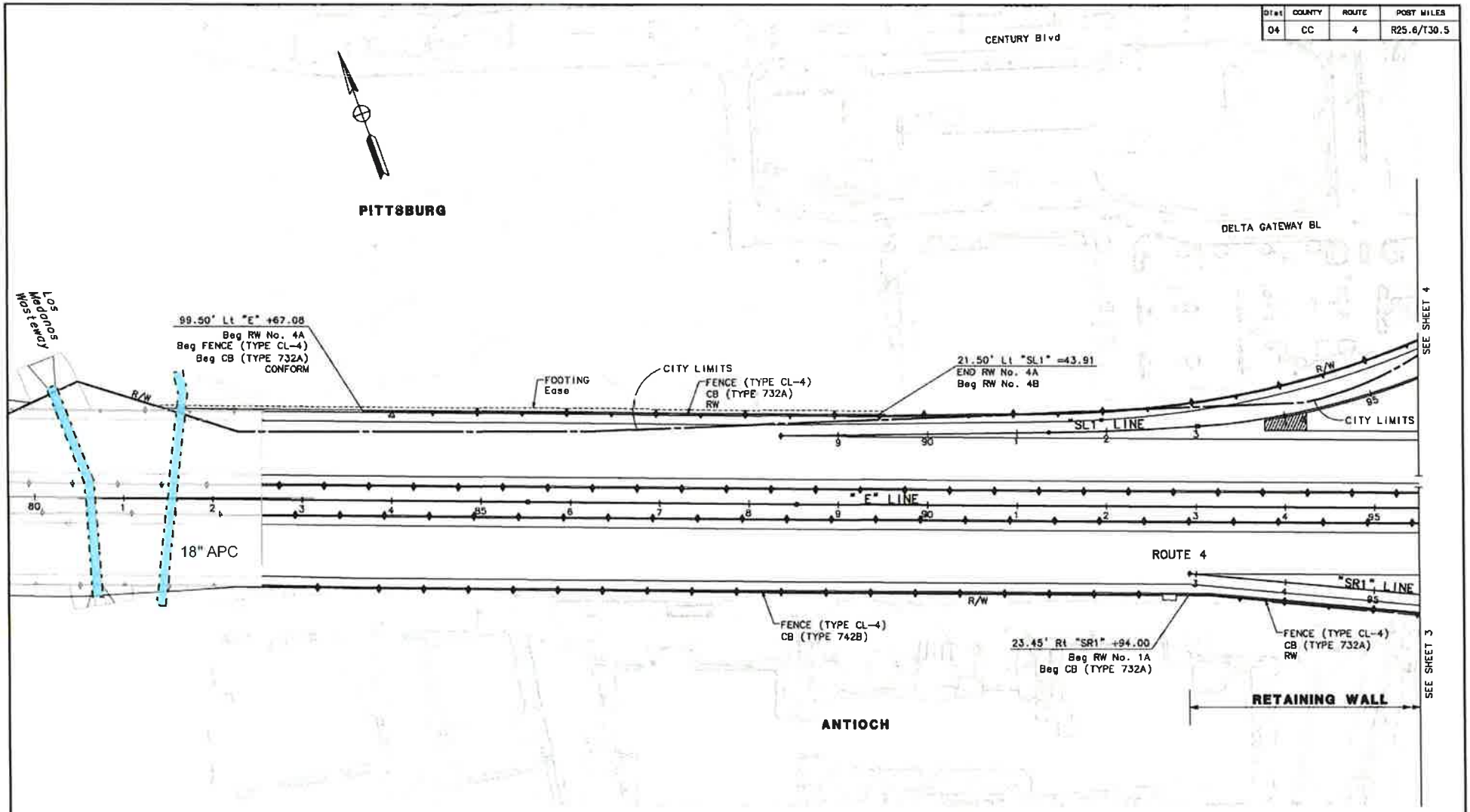
EXHIBIT A
SHEET 1 OF 22
LOCATION MAP

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

Dist	COUNTY	ROUTE	POST MILES
04	CC	4	R25.6/T30.5



LEGEND

CULVERT MAINTAINED BY CITY OF ANTIOCH

May 11, 2020

NO SCALE

EXHIBIT A
SHEET 2 OF 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

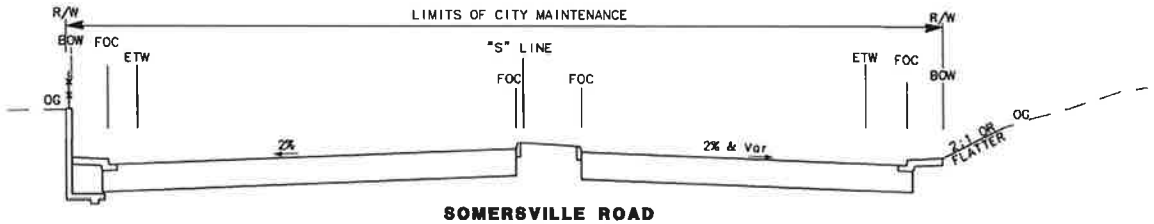
FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

Dist	COUNTY	ROUTE	POST MILES
04	CC	4	R25.6/T30.5

LEGEND:

MAINTAINED BY CITY

CULVERT MAINTAINED BY CITY OF ANTIOCH



SOMERSVILLE ROAD
SECTION A-A
NO SCALE

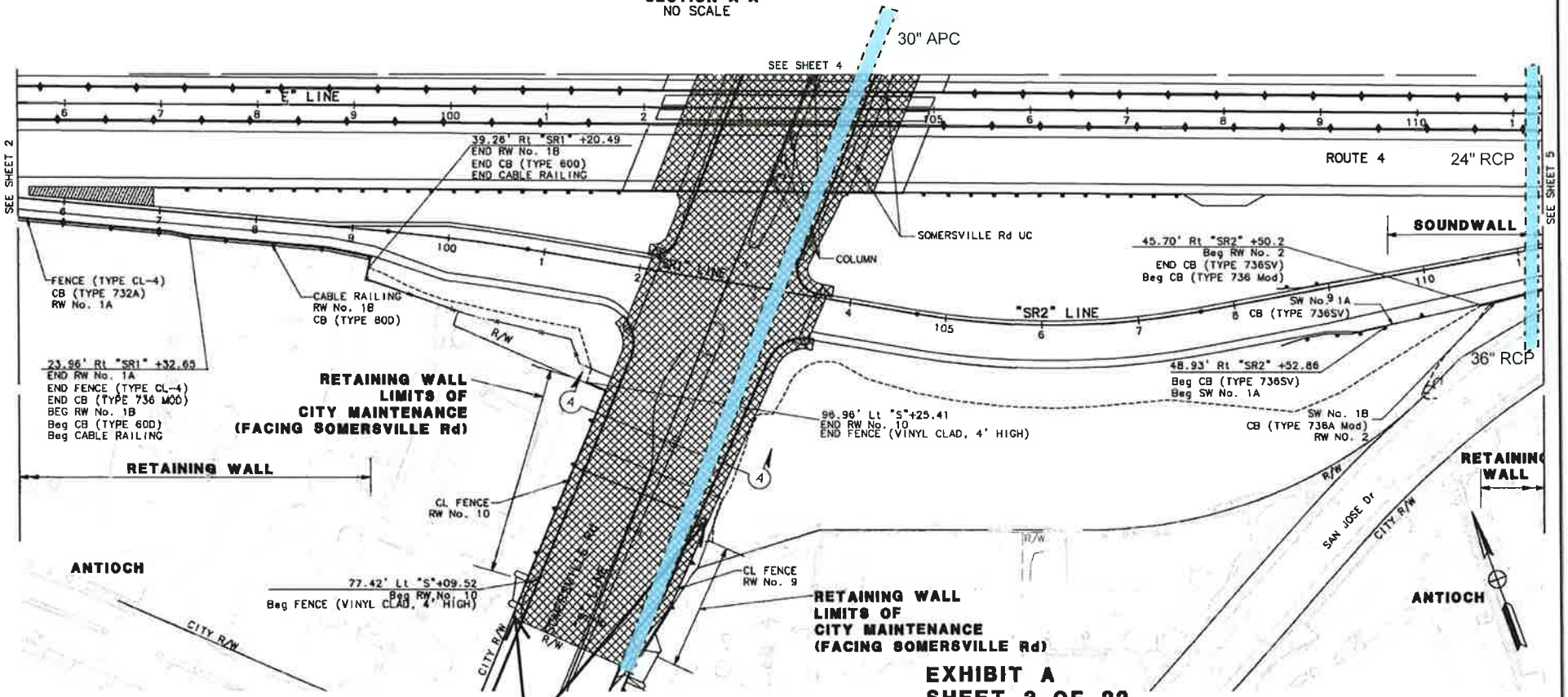


EXHIBIT A
SHEET 3 OF 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

Dist	COUNTY	ROUTE	POST MILES
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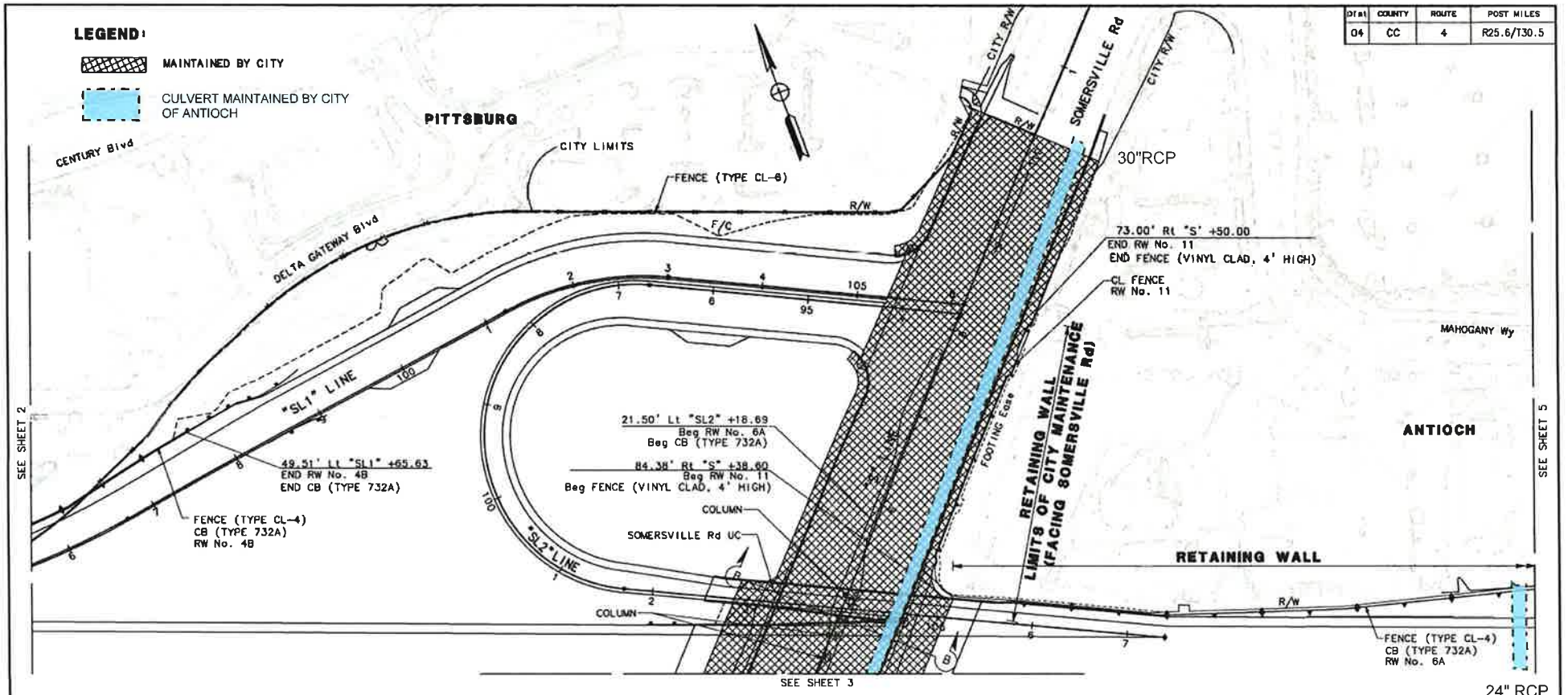

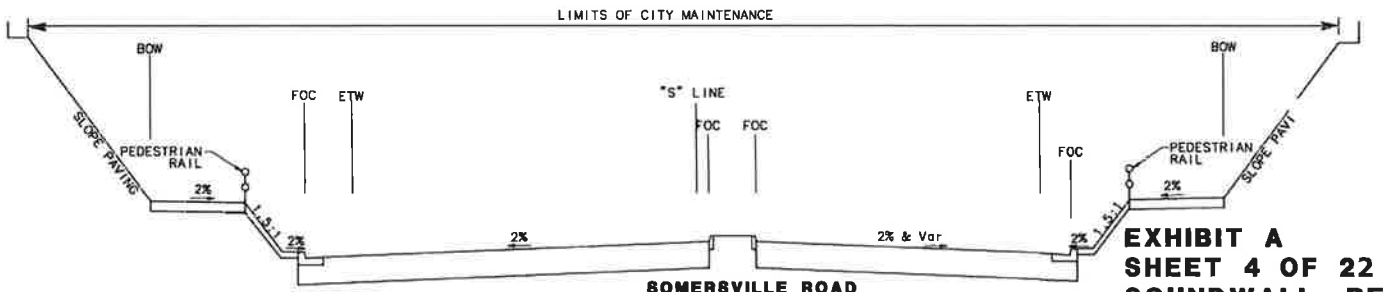

SOMERSVILLE ROAD
SECTION B-B
NO SCALE

NO SCALE

EXHIBIT A
SHEET 4 OF 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

Dist	COUNTY	ROUTE	POST MILES
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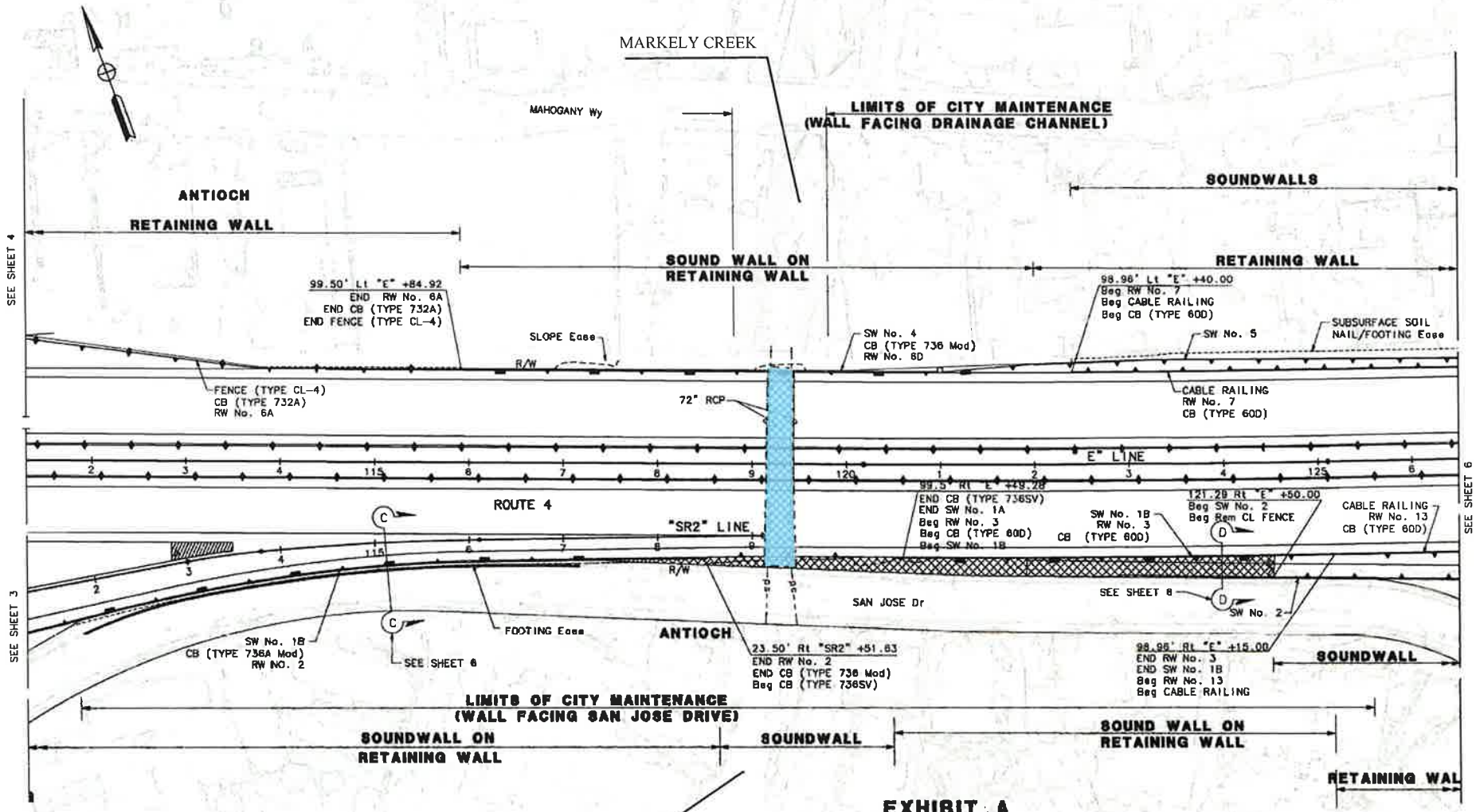

LEGEND

AREA WITHIN STATE RIGHT OF WAY TO BE MAINTAINED BY CITY

CULVERT MAINTAINED BY CITY OF ANTIOCH

May 11, 2020

NO SCALE

EXHIBIT A
SHEET 5 OF 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

Dist	COUNTY	ROUTE	POST MILES
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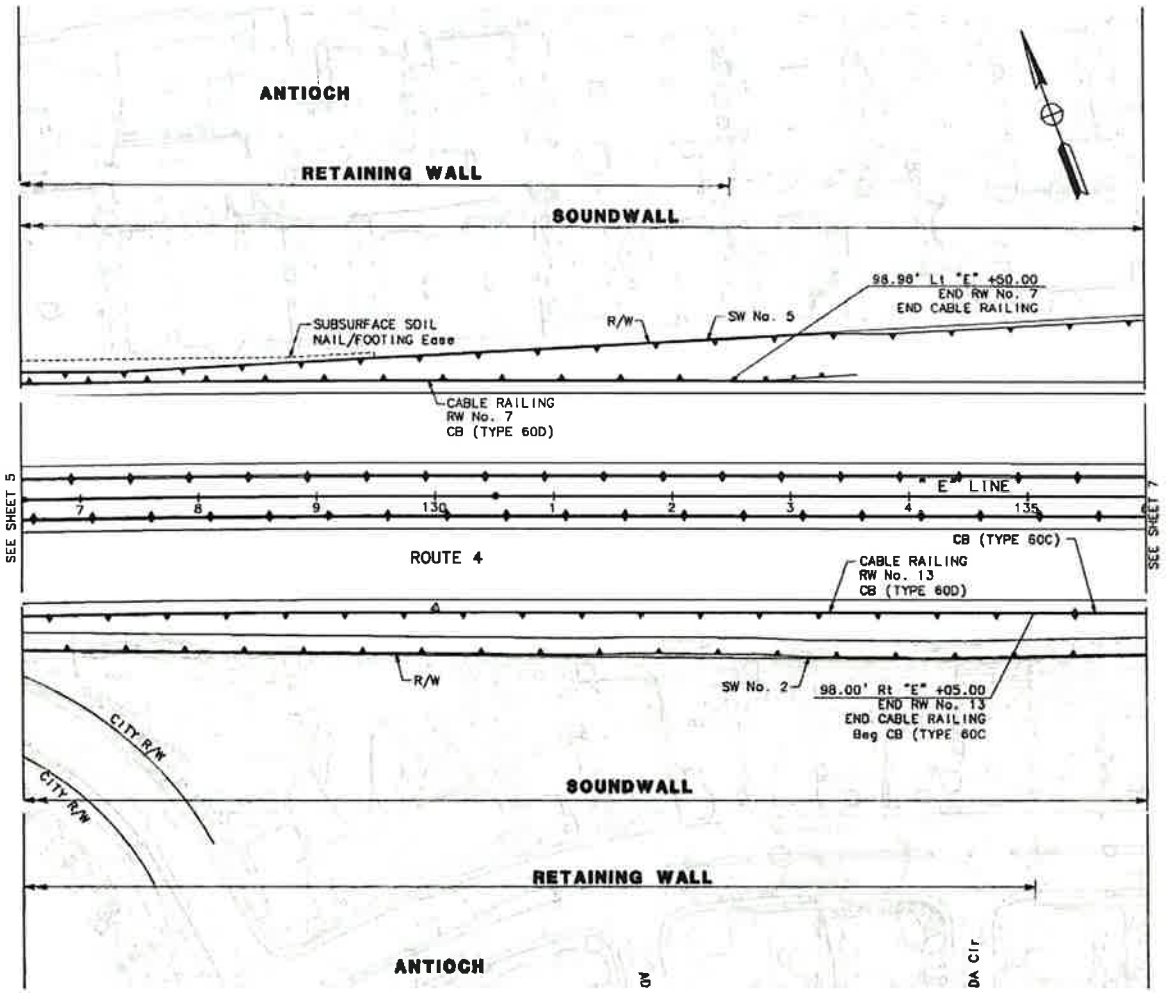
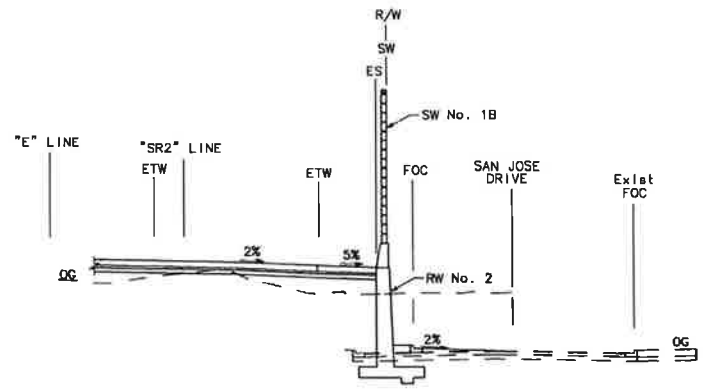
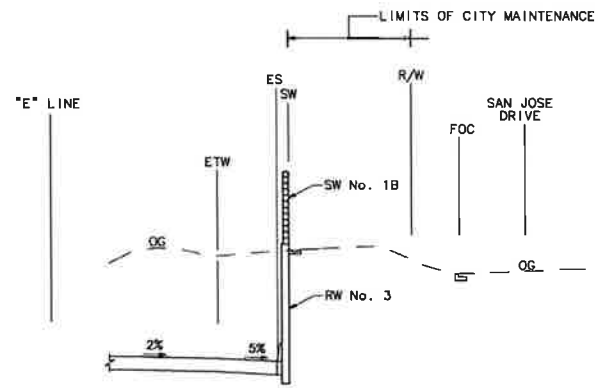




STATE ROUTE 4 ON RAMP
SECTION C-C
NO SCALE
SEE SHEET 5



STATE ROUTE 4
SECTION D-D
NO SCALE
SEE SHEET 5

EXHIBIT A
SHEET 6 OF 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	CC	4	R25.6/T30.5

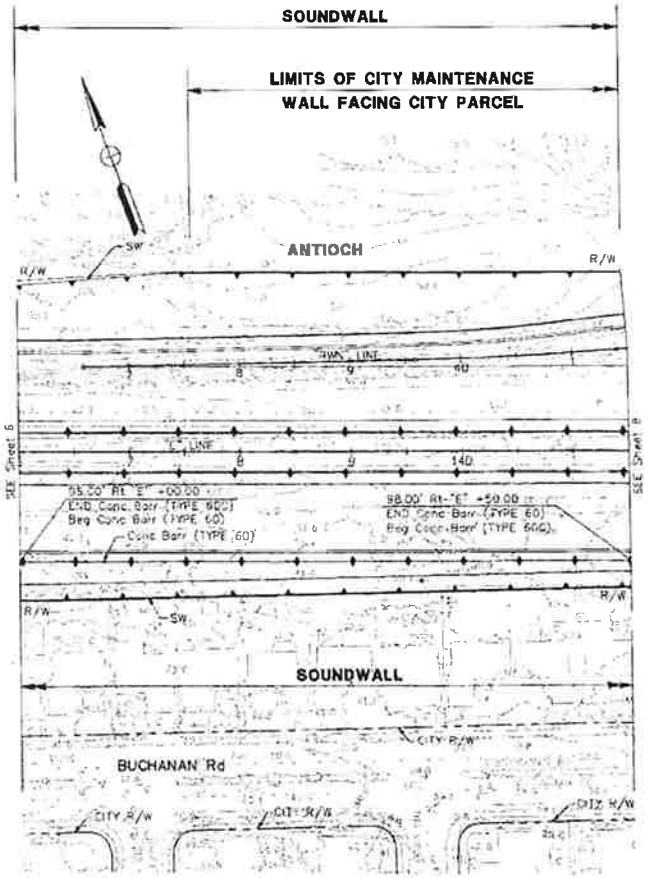
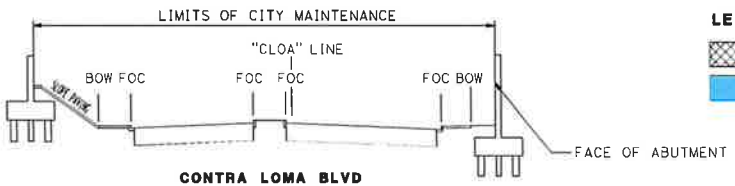


EXHIBIT A
Sheet 7 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE
FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	04	R25.6/30.5		

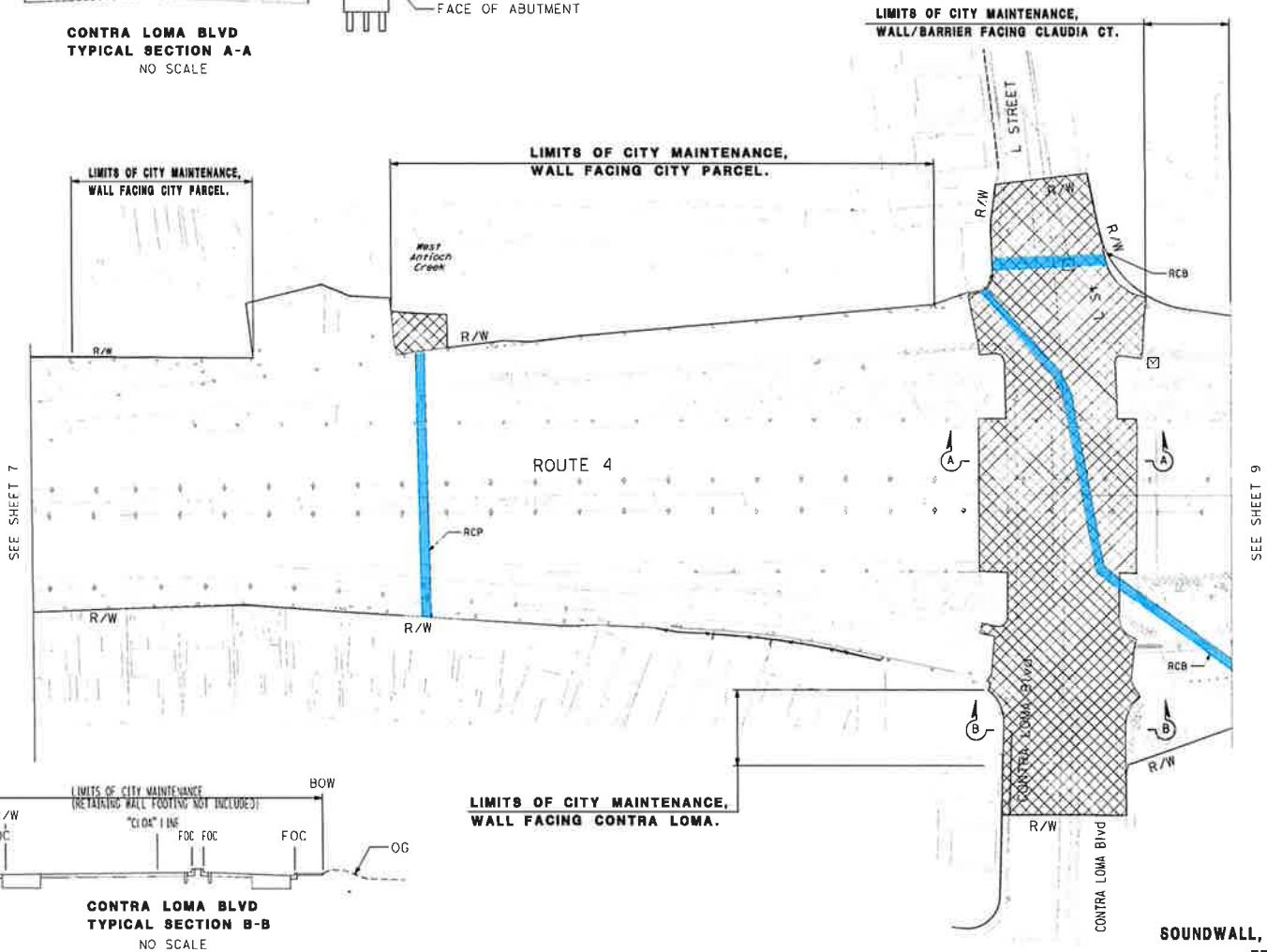


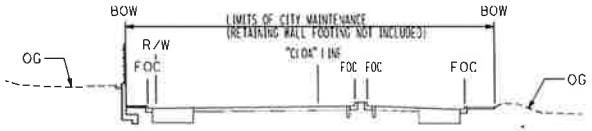
CONTRA LOMA BLVD
TYPICAL SECTION A-A
NO SCALE

LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.





CONTRA LOMA BLVD
TYPICAL SECTION B-B
NO SCALE

OCTOBER 2024

EXHIBIT A
SHEET 8 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.5

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED

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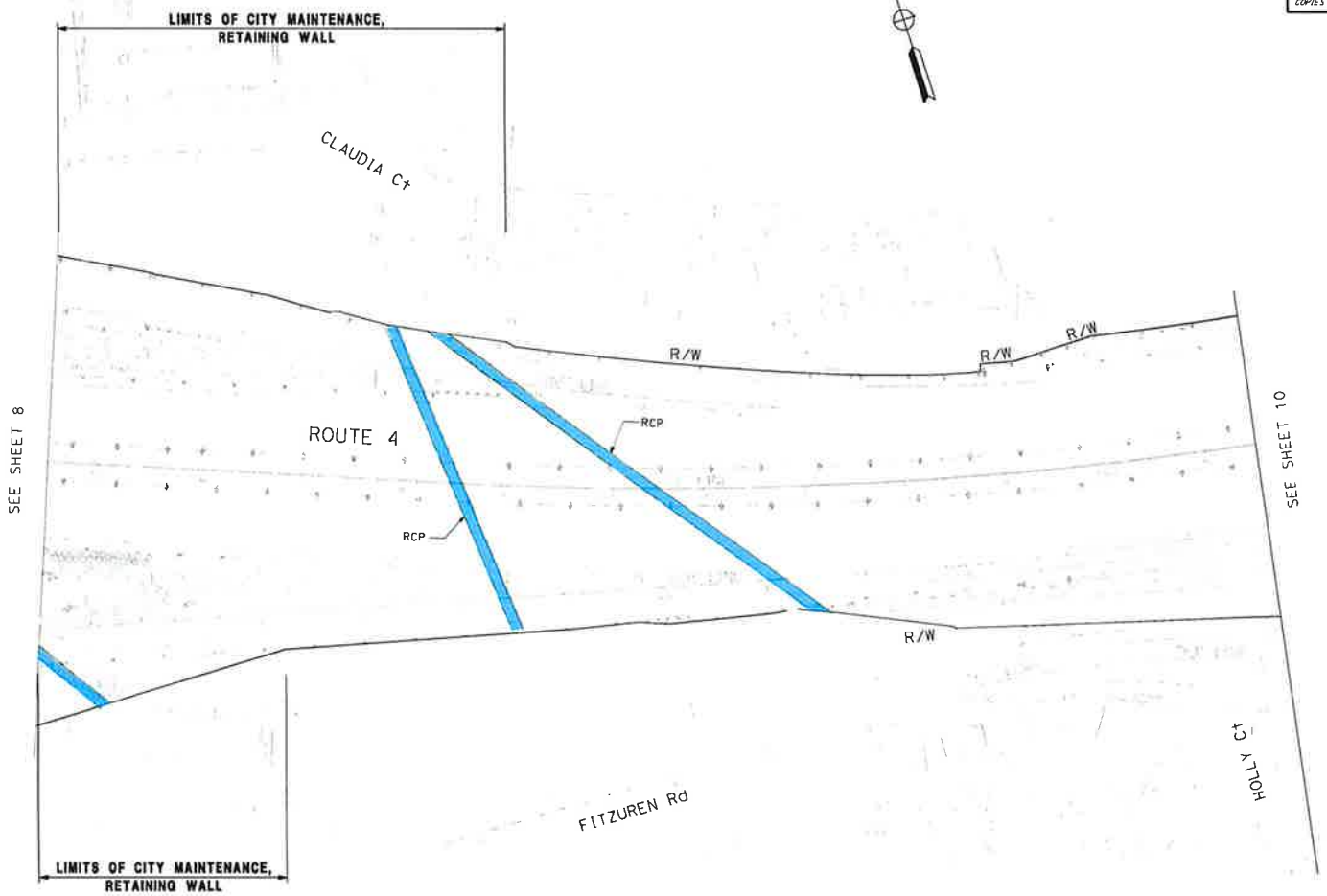
LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER DATE

PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER No. Exp. CIVIL STATE OF CALIFORNIA

EXHIBIT A
SHEET 9 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.5

OCTOBER 2024

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

FUNCTIONAL SUPERVISOR

CALCULATED-DESIGNED BY

CHECKED BY

REVISED BY

DATE REVISED

LAST REVISION 00-00-00

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UNIT 0000

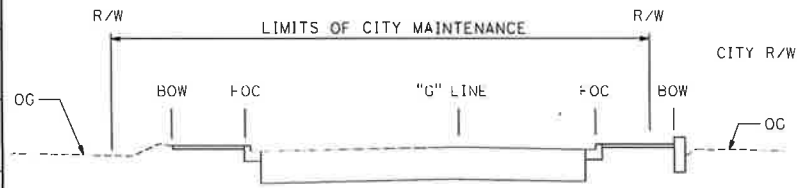
PROJECT NUMBER & PHASE 00000000001

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

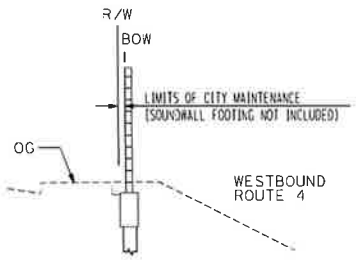
LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



G STREET
TYPICAL SECTION A-A
NO SCALE



DRAKE STREET
SECTION B-B
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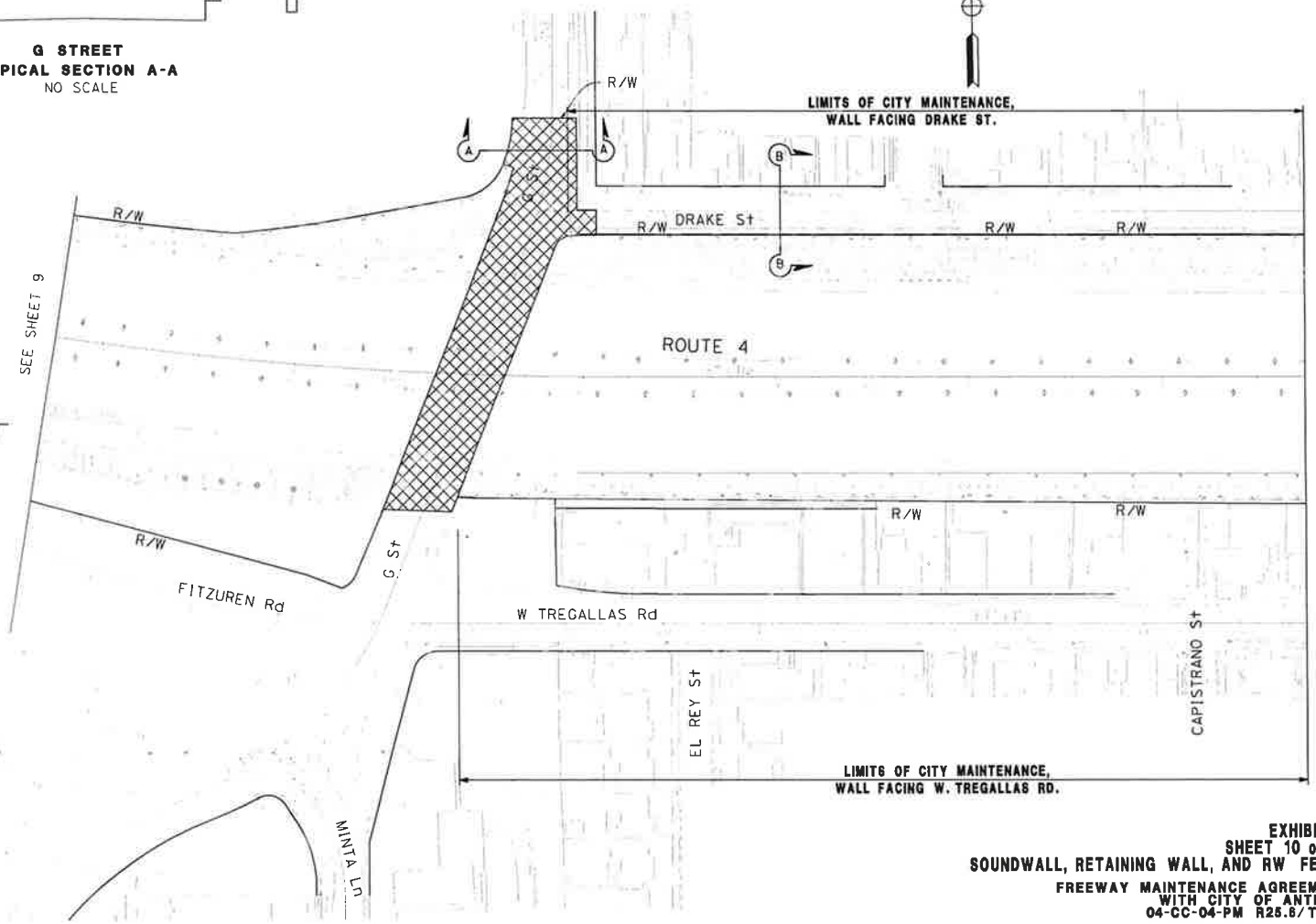

EXHIBIT A
SHEET 10 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.5

OCTOBER 2024

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED

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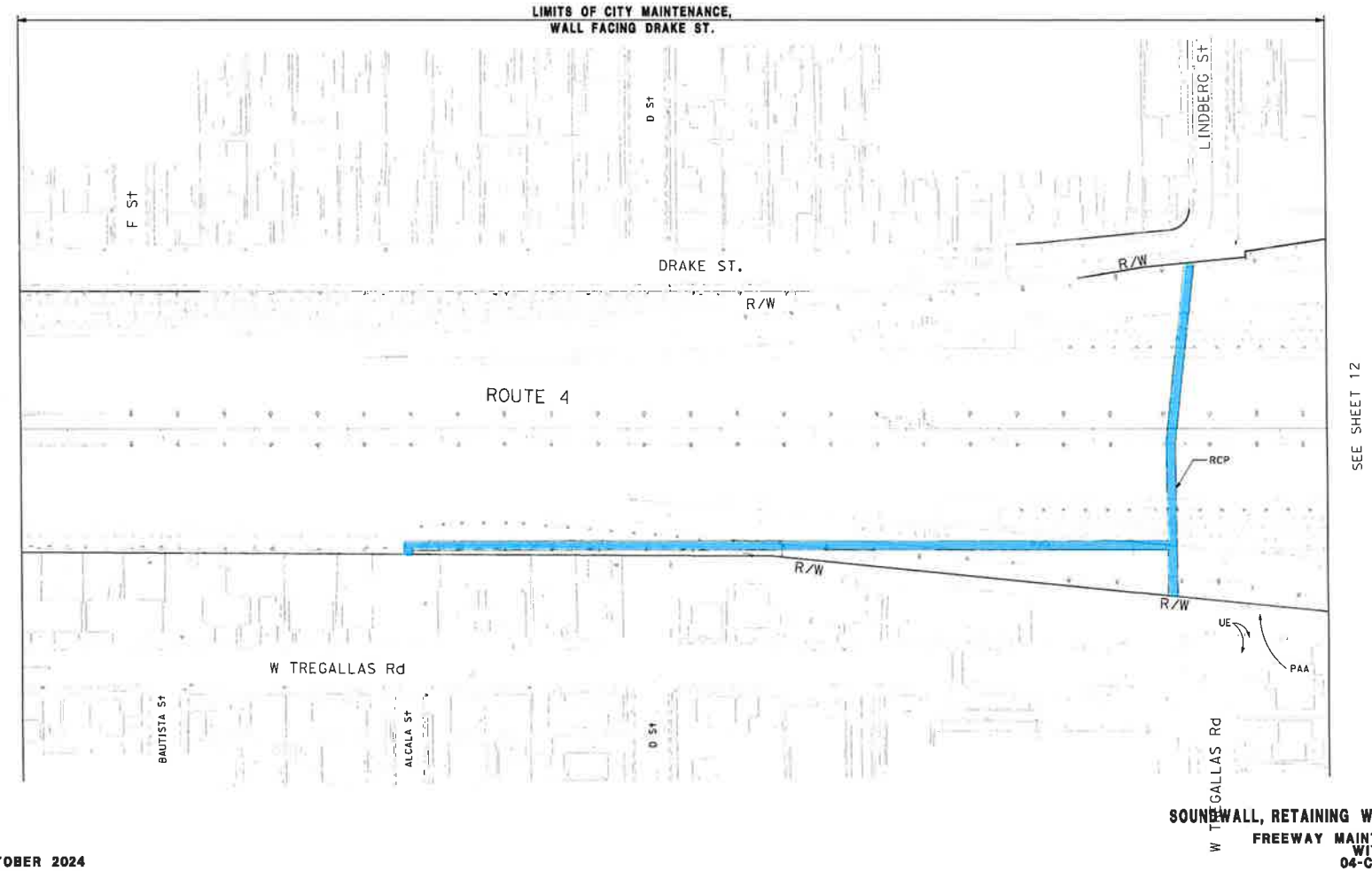
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



OCTOBER 2024

EXHIBIT A
SHEET 11 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.6

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED

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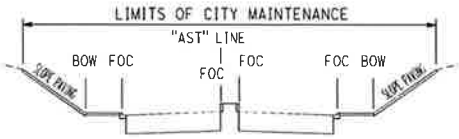
District	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

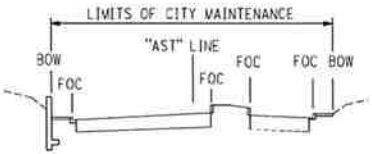
LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



LONE TREE WAY
SECTION A-A
NO SCALE



'A' STREET
SECTION B-B
NO SCALE

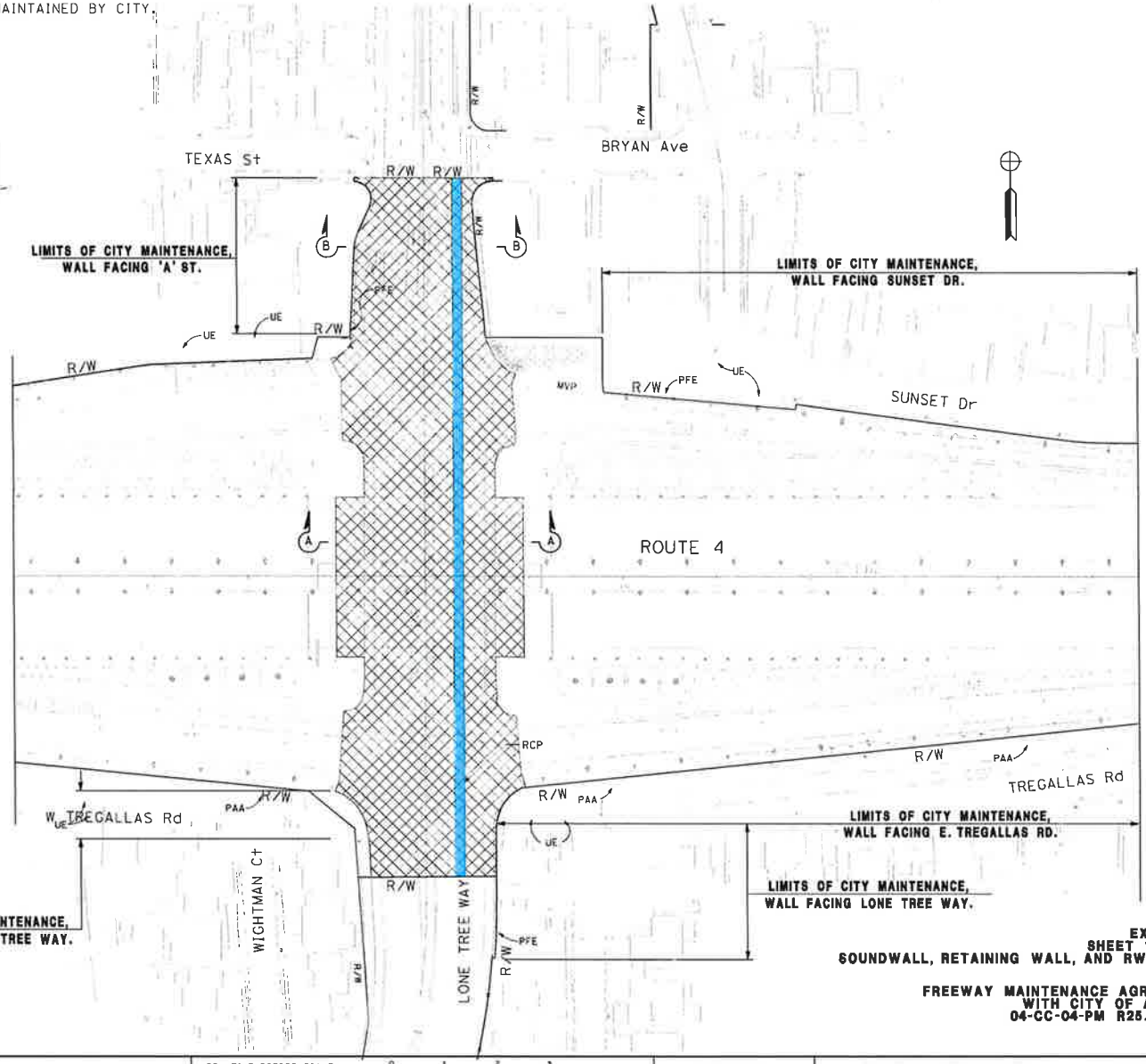


EXHIBIT A
SHEET 12 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.6

OCTOBER 2024

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED

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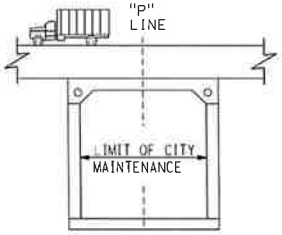
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



ROOSEVELT LANE
PEDESTRIAN UNDERCROSSING
SECTION A-A
NO SCALE

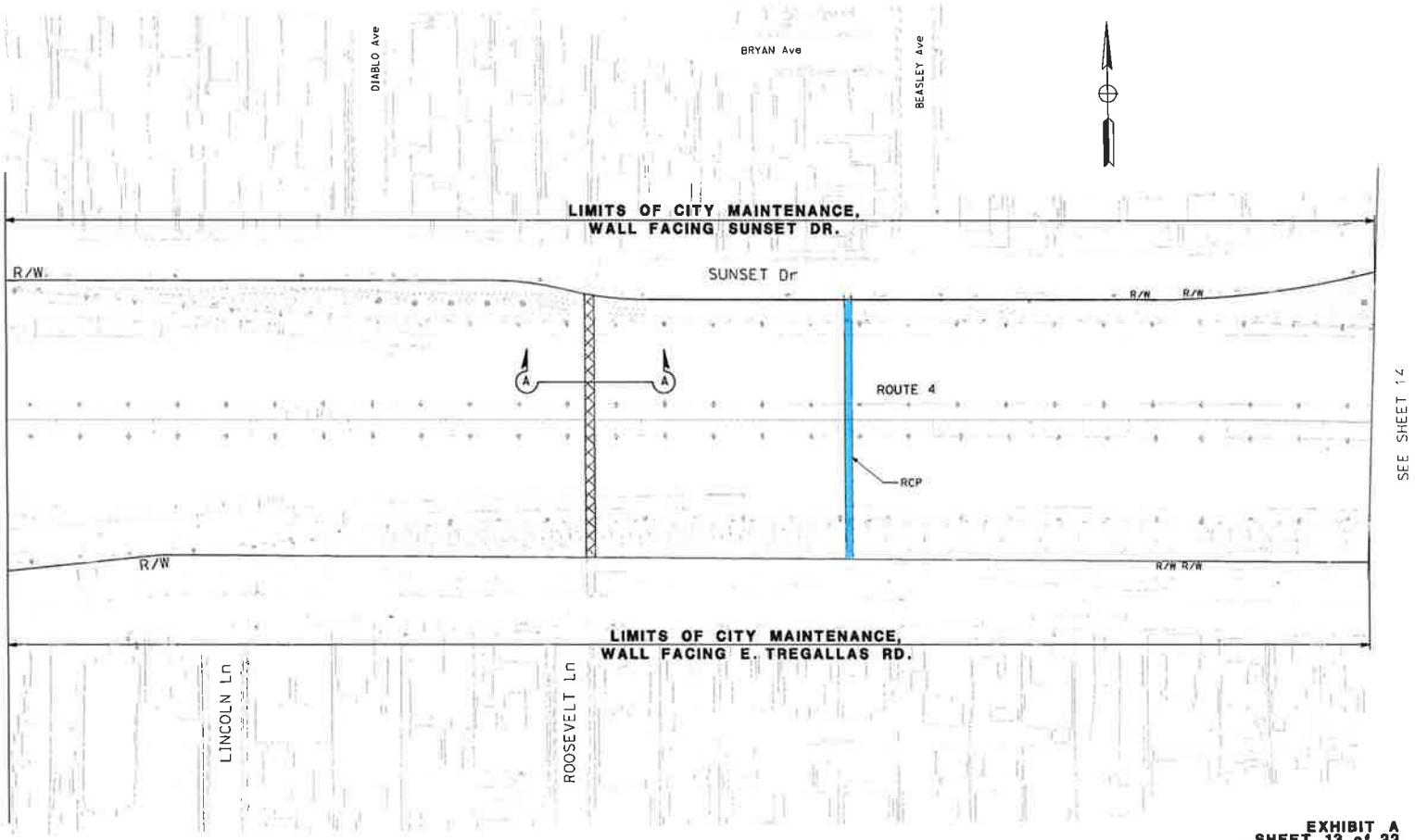


EXHIBIT A
SHEET 13 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.5

OCTOBER 2024

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED

LAST REVISION 00-00-00 | DATE PLOTTED => 10/25/2024 | TIME PLOTTED => 1:39:02 AM

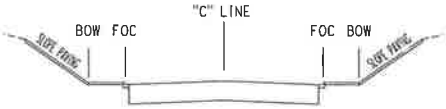
BORDER LAST REVISED 7/2/2010 | USERNAME => DGN FILE => ...\2024-10-02 (-13.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0000 | PROJECT NUMBER & PHASE 00000000001

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS

LEGEND:

AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



CAVALLO ROAD
SECTION A-A
NO SCALE

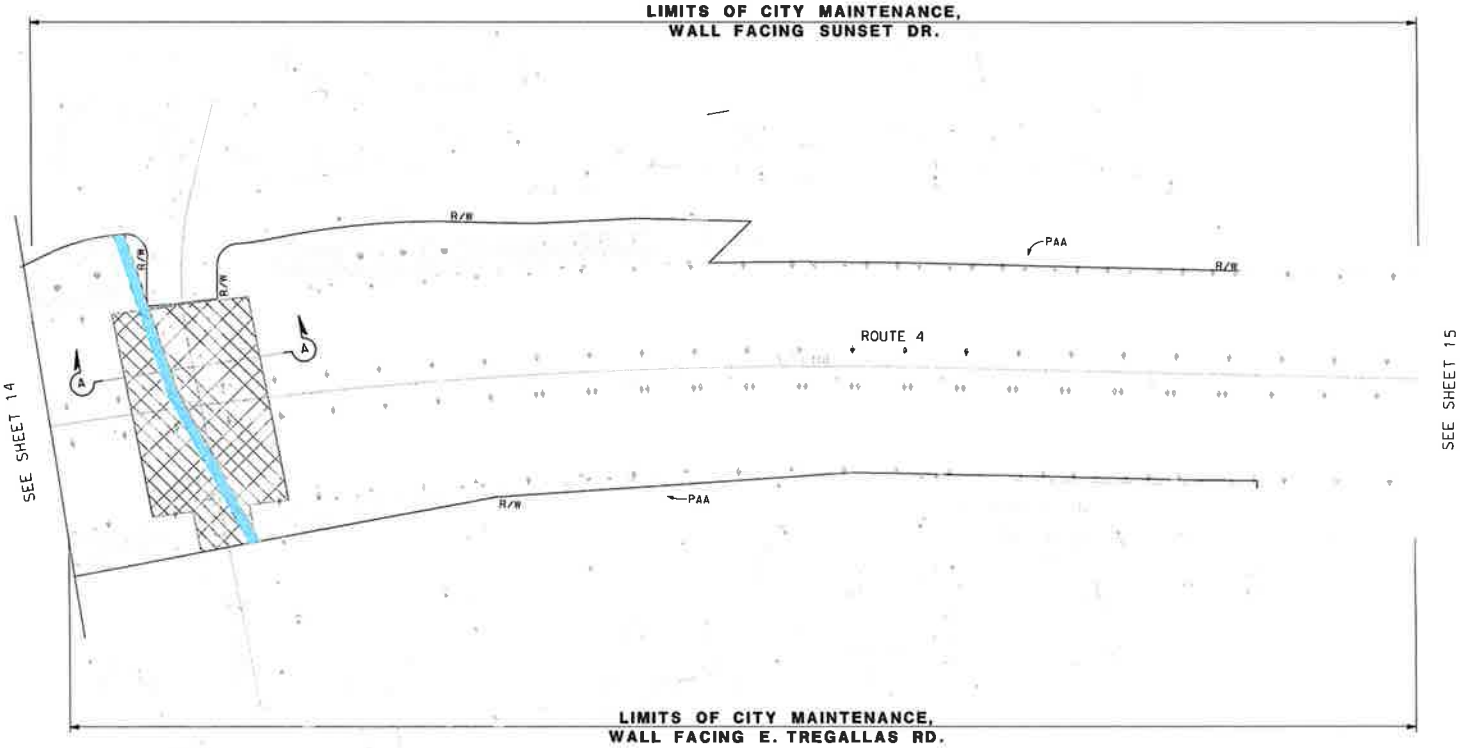


EXHIBIT A
SHEET 14 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.5

OCTOBER 2024

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans

FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED

DATE PLOTTED => 11/15/2024
TIME PLOTTED => 8:16:19 AM

BORDER LAST REVISED 7/2/2010 | USERNAME => DGN FILE => ...\2024-10-02 E-14.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0000 | PROJECT NUMBER & PHASE 00000000001

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
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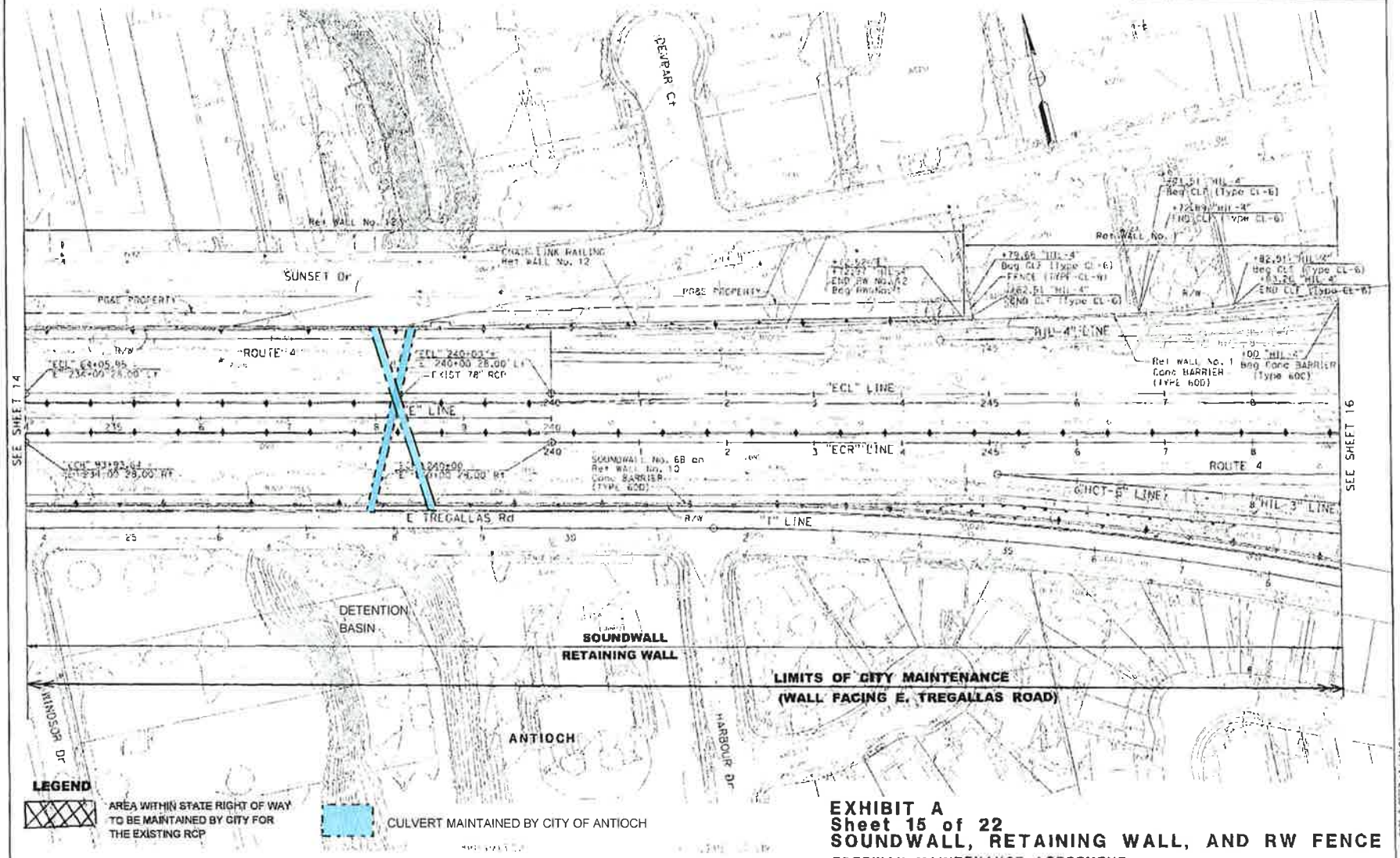


EXHIBIT A
Sheet 15 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

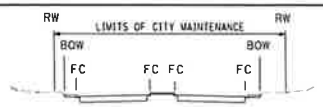
NO SCALE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	04	R25.6/30.5		

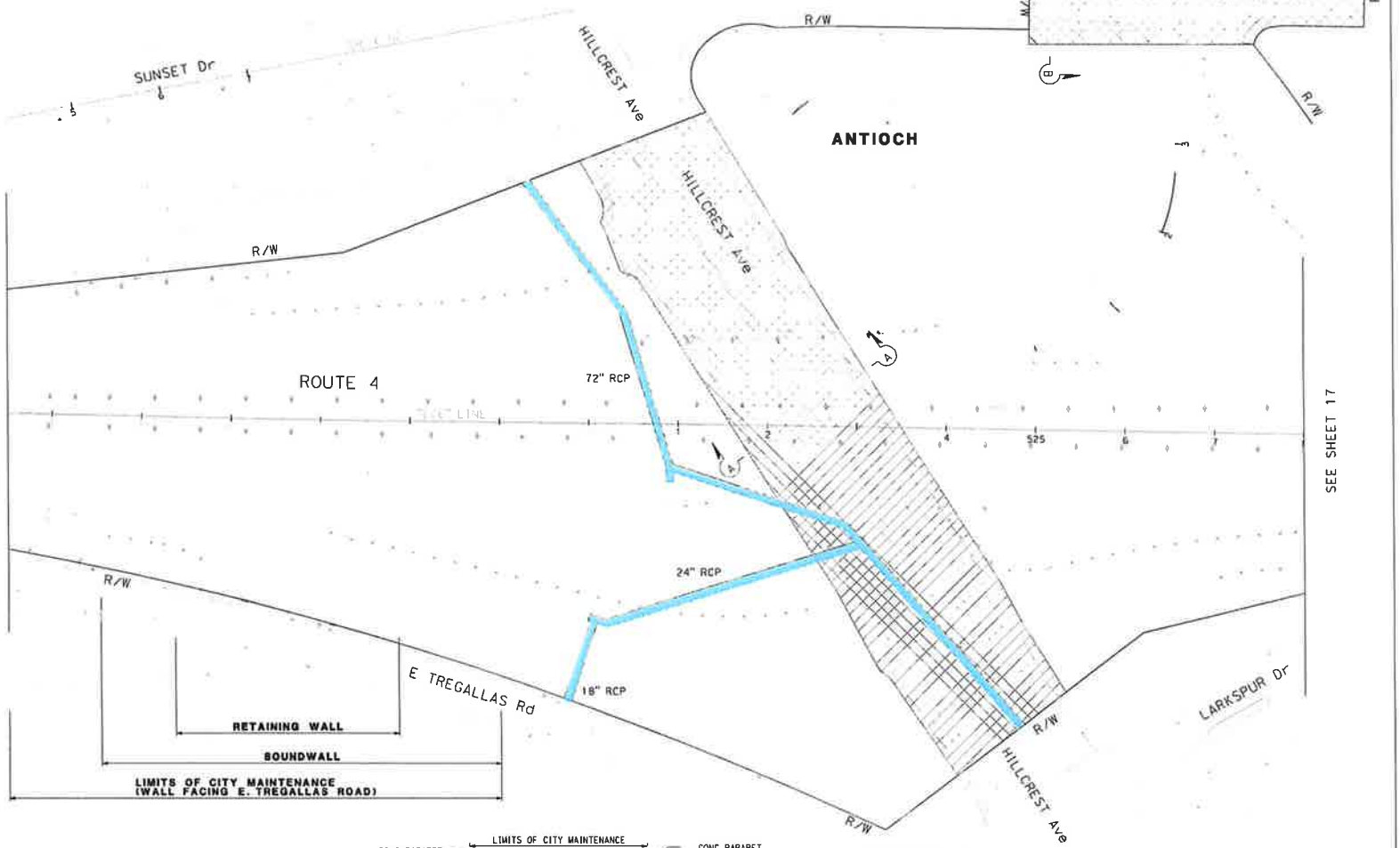
LEGEND:

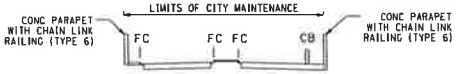
AREA WITHIN STATE RIGHT OF WAY MAINTAINED BY CITY.

CULVERT MAINTAINED BY CITY.



SLATTEN RANCH RD.
SECTION B-B





HILLCREST AVE.
SECTION A-A

EXHIBIT A
SHEET 16 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH CITY OF ANTIOCH
04-CC-04-PM R25.6/T30.5

NO SCALE

AUG. 05, 2022

USERNAME =>
DGN FILE => ...\2024-10-22 FMA EXHIBIT A L-15.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 0000

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
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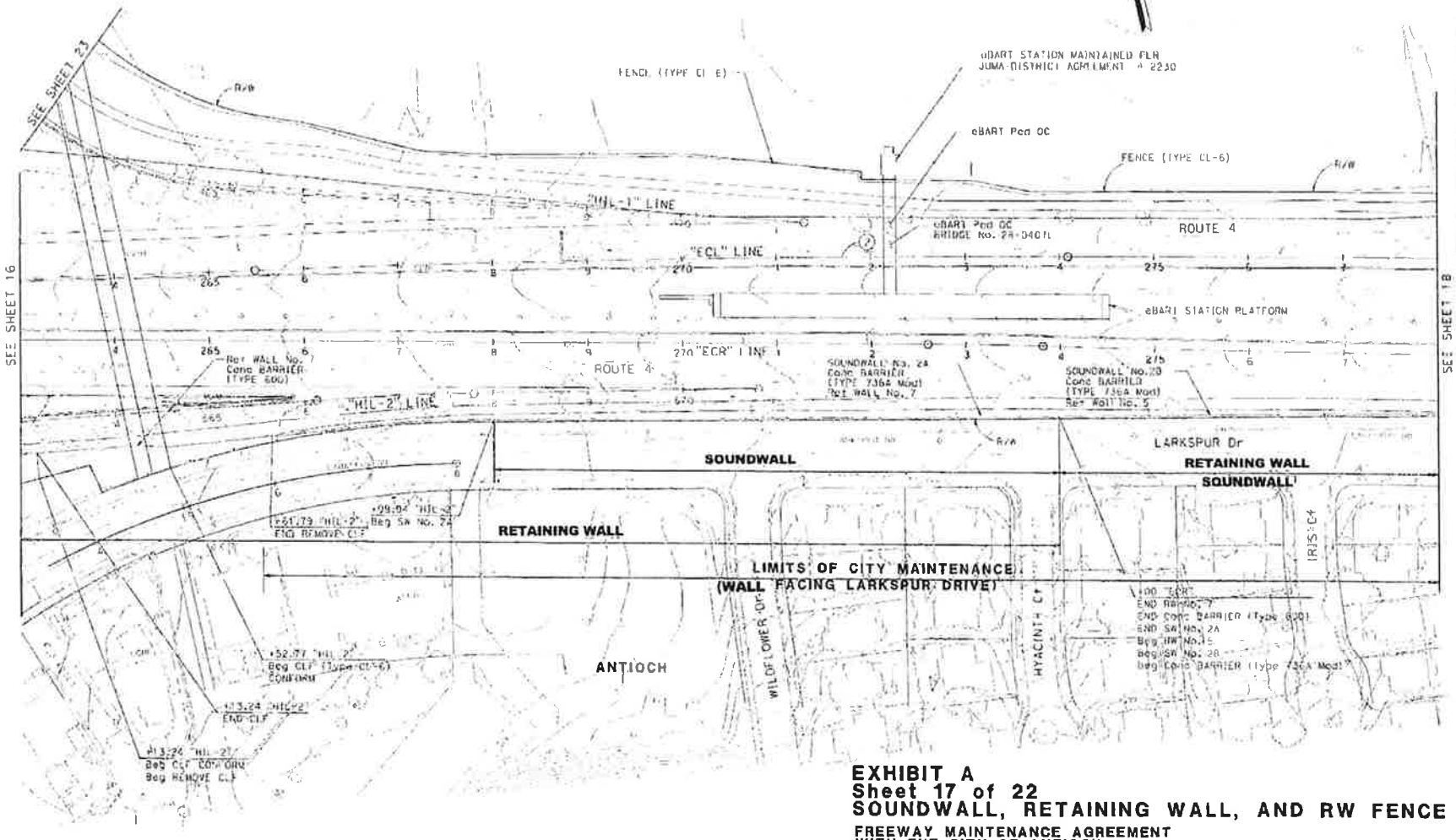


EXHIBIT A
Sheet 17 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	CC	4	R25.6/T30.5

LEGEND:

AREA WITHIN STATE RIGHT OF WAY TO BE MAINTAINED BY CITY

CULVERT MAINTAINED BY CITY OF ANTIOCH

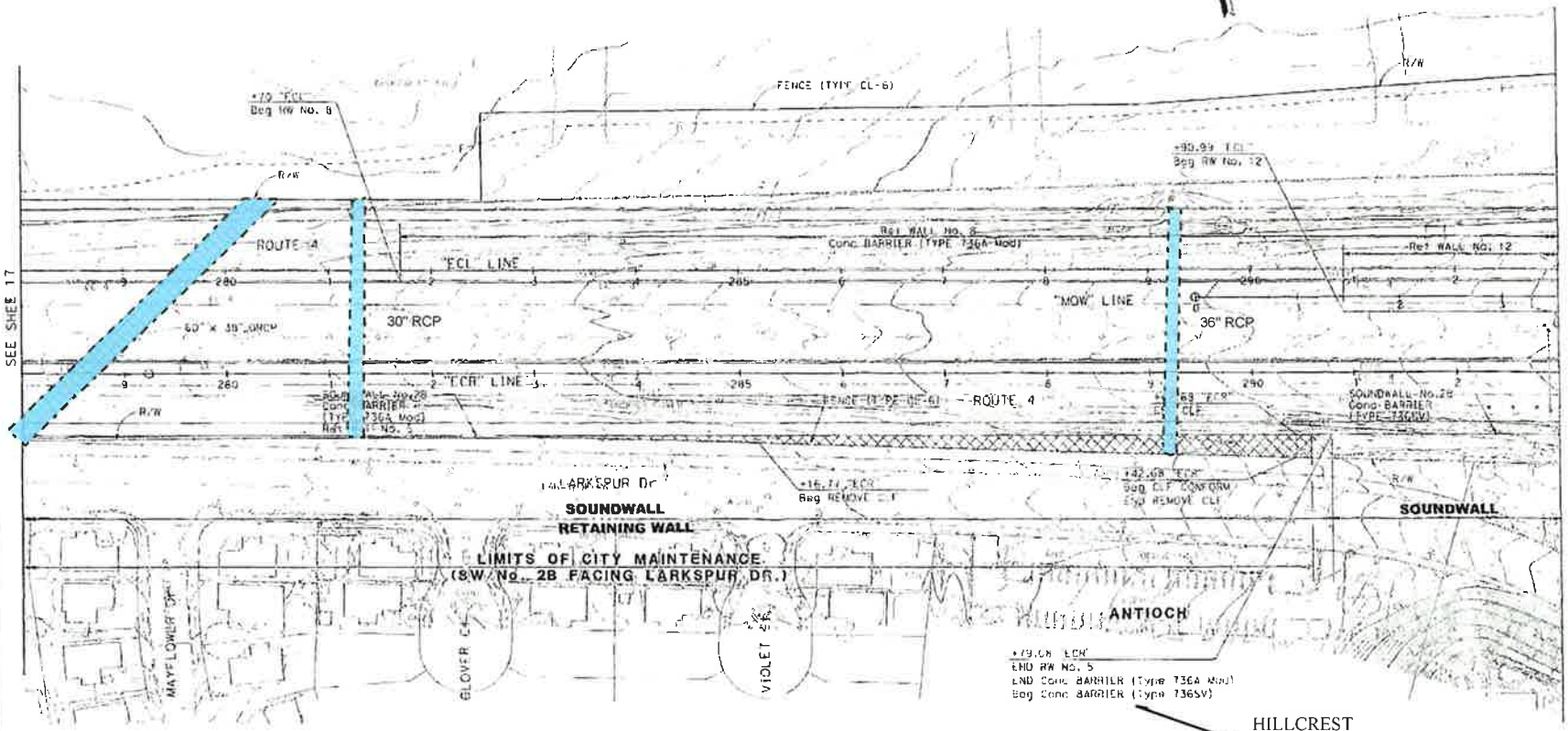


EXHIBIT A
Sheet 18 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE
FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	CC	4	R25.6/T30.5

LEGEND

CULVERT MAINTAINED BY CITY OF ANTIOCH

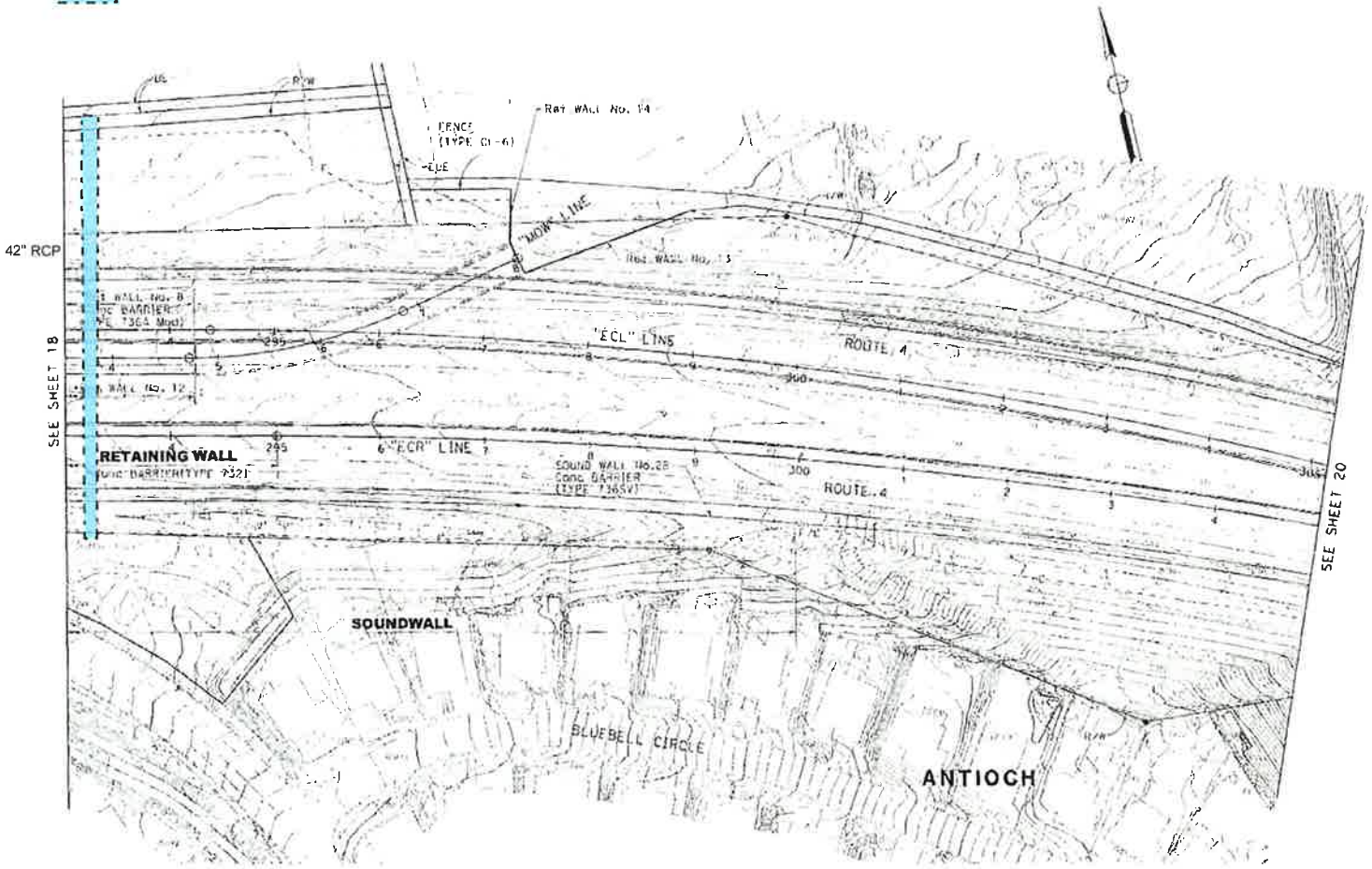


EXHIBIT A
Sheet 19 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

May 11, 2020

NO SCALE

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	CC	4	R25.6/T30.5

LEGEND

CULVERT MAINTAINED BY CITY OF ANTIOCH

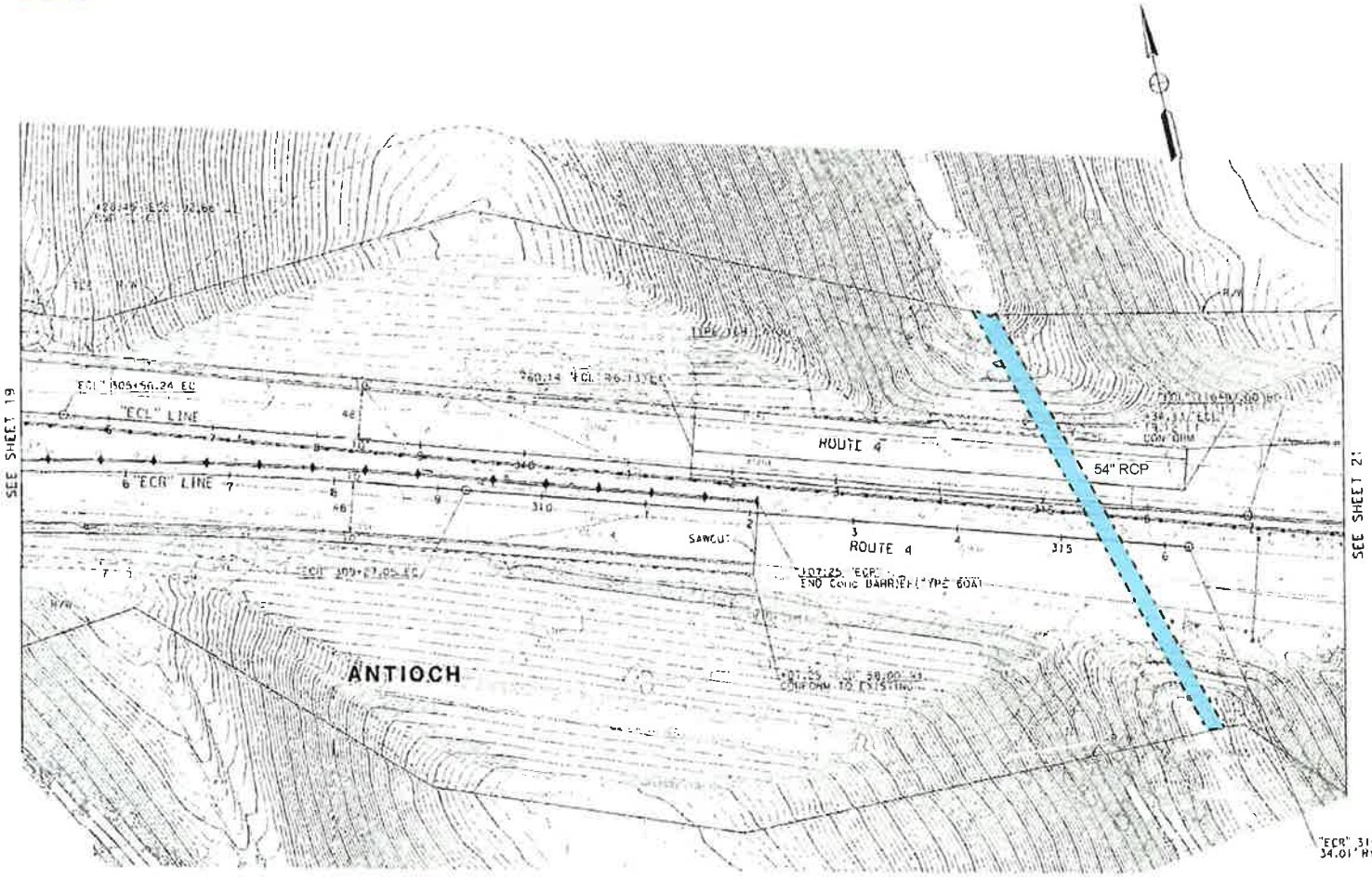


EXHIBIT A
Sheet 20 of 22
SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

NO SCALE

May 11, 2020

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	CC	4	R25.6/T30.5

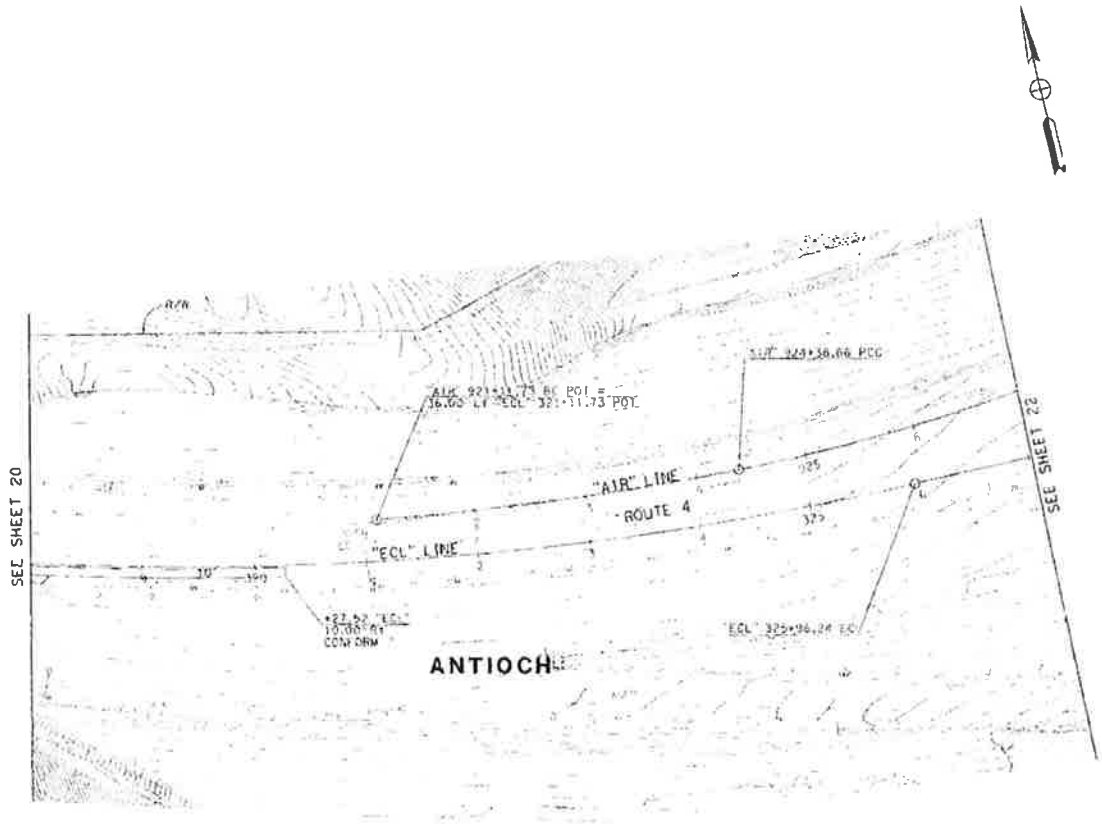


EXHIBIT A
Sheet 21 of 22

SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

NO SCALE

May 11, 2020

District	COUNTY	ROUTE	POST MILES TOTAL PROJECT
04	CC	4	R25.6/130.5

EXHIBIT A
Sheet 22 of 22

SOUNDWALL, RETAINING WALL, AND RW FENCE

FREEWAY MAINTENANCE AGREEMENT
WITH THE CITY OF ANTIOCH
04-CC-4-PM R25.6/T30.5

NO SCALE

May 11, 2020

EXHIBIT B

CITY OF ANTIOCH INSURANCE DOCUMENTS

EXHIBIT C

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	25.8/29.2	1	

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

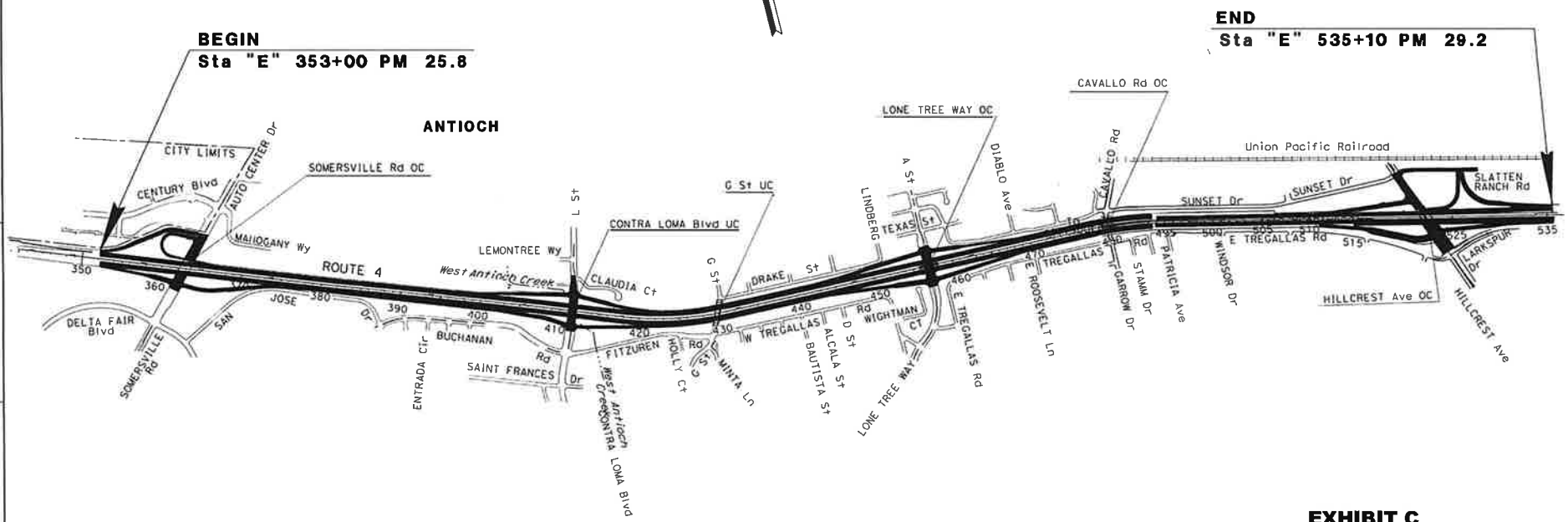
STATE HIGHWAY

IN CONTRA COSTA COUNTY IN ANTIOCH

FROM 0.2 MILE WEST OF SOMERSVILLE ROAD OVERCROSSING TO 0.1 MILE EAST OF HILLCREST AVE. UNDERCROSSING

EXHIBIT C

TO BE SUPPLEMENTED BY STANDARD PLANS DATED 2015



THE CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO BIDDERS."

NO SCALE

EXHIBIT C
SHEET 1 OF 42

PROJECT MANAGER

SENIOR LANDSCAPE ARCHITECT

DATE PLOTTED => 10/25/2024
TIME PLOTTED => 8:56:58 AM
12-21-17

BORDER LAST REVISED 9/30/2012 | CALTRANS WEB SITE IS: HTTP//WWW.DOT.CA.GOV/ | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | USERNAME => DGN FILE => ...\04160003821cb001.dgn | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	54	106

PLANT LEGEND

PLANT GROUP	PLANT No.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY EACH	HOLE SIZE (INCH) Dia	HOLE SIZE (INCH) DEPTH	BASIN TYPE	SOIL AMENDMENT ① TYPE	SOIL AMENDMENT ① RATE	IRON SULFATE ① RATE	COMMERCIAL FERTILIZER ① PLANTING	COMMERCIAL FERTILIZER ① PLT ESTB	BASIN MULCH TYPE	BASIN MULCH CY	STAKING	PLANTING LIMITS MINIMUM DISTANCE (ft) FROM ETW	Pvmt	FENCE	WALL	PAVED DITCH	EARTH DITCH	ON CENTER (ft)	REMARKS
A	1		ACACIA REDOLENS 'DESERT CARPET'	DESERT CARPET ACACIA	No.1	2745	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06			10	10	10	10	10	10	SHRUB
	2		BACCHARIS PILLULARIS 'PIGEON POINT'	COYOTE BRUSH 'PIGEON POINT'	No.1	1126	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06			10	10	10	10	10	10	SHRUB
	3		CEANOTHUS THYRSIFOLIUS 'SKYLARK'	SKYLARK CEANOTHUS	No.1	191	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06			15	15	15	15	15	15	SHRUB
	4		MACFADYENA UNGUS-CATI	CAT'S-CLAW	No.1	344	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06	④					10	12	20	VINE
	5		MYOPORUM PARVIFOLIUM 'PUTAH CREEK'	CREEPING MYOPORUM	No.1	1114	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06			10	10	10	10	10	10	SHRUB
	6		PARTHENOCISSUS TRICUSPIDATA	BOSTON IVY	No.1	246	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06	④					4	15	20	VINE
	7		RHAPIOLEPIS INDICA 'CHARISMA'	INDIAN HAWTHORN 'CHARISMA'	No.1	310	24	24	II	⑤	⑧ 0.5 CF		1 Pkt	1 Oz	WC	0.06			4	4	4	6	6	4	SHRUB
	8		ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET'	ROSEMARY 'HUNTINGTON CARPET'	No.1	248	24	24	II	⑤	⑧ 0.5 CF		1 PKT	1 Oz	WC	0.06			10	6	6	8	8	6	SHRUB
	9		XYLOSMA CONGESTUM 'COMPACTUM'	COMPACT SHINY XYLOSMA	No.1	47	24	24	II	⑤	0.5 CF		1 Pkt	1 Oz	WC	0.06			10	10	8	8	10	6	SHRUB
F	10		GAZANIA HYBRID 'SPLENDENS'	GAZANIA	IN FLATS	9505	③	③	II	⑤	1.5 CF /SQYD		8 Oz /100 SQFT	4 Oz /100 SQFT					2	2	2	2	4	1	GROUNDCOVER ④
K	11		LAGERSTROEMIA INDICA 'TUSCARORA'	CRAPE MYRTLE 'TUSCARORA'	24" BOX	3	42	42	II	⑤	2 CF		3 Pkt	2 Oz	WC	0.06	⑦	30		15	15	15	17	⑦	SINGLE TRUNK ⑪ TREE
	12		PYRUS CALLERYANA 'ARISTOCRAT'	FLOWERING PEAR 'ARISTOCRAT'	24" BOX	10	42	42	II	⑤	2 CF		3 Pkt	2 Oz	WC	0.06	⑦	30		15	15	15	17	⑦	SINGLE TRUNK ⑪ TREE

NOTE:

UNDERLINED PORTIONS OF BOTANICAL NAME INDICATE ABBREVIATIONS USED ON PLANTING PLANS.

APPLICABLE WHEN CIRCLED:

① - QUANTITIES SHOWN ARE "PER PLANT" UNLESS SHOWN AS SOFT OR SQYD APPLICATION RATES
② - BASIN MULCH IS INCLUDED WITH MULCH QUANTITIES SHOWN ON PLANTING PLAN
③ - SUFFICIENT TO RECEIVE ROOT BALL AND AMENDMENTS IF REQUIRED
④ - SEE DETAIL
⑤ - SEE SPECIAL PROVISIONS
6 - SEE STANDARD SPECIFICATIONS
⑦ - AS SHOWN ON PLANS
⑧ - UNLESS OTHERWISE SHOWN ON PLANS
9 - FOLIAGE PROTECTOR REQUIRED
10 - ROOT PROTECTOR REQUIRED
⑪ - ROOT BARRIER REQUIRED
12 - STATE-FURNISHED

ABBREVIATION:

WC - WOOD CHIP

EXHIBIT C
SHEET 2 OF 42

PLANT LEGEND

PL-1

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11:11
12-01-17

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	55	106

PLANT LEGEND

PLANT GROUP	PLANT No.	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY EACH	HOLE SIZE (INCH) Dia	HOLE SIZE (INCH) DEPTH	BASIN TYPE	SOIL AMENDMENT ① TYPE	SOIL AMENDMENT ① RATE	IRON SULFATE ① RATE	COMMERCIAL FERTILIZER ① PLANTING	COMMERCIAL FERTILIZER ① PLT ESTB	BASIN MULCH TYPE	BASIN MULCH CY	STAKING	PLANTING LIMITS MINIMUM DISTANCE (ft) FROM ETW	Pvmt	FENCE	WALL	PAVED DITCH	EARTH DITCH	ON CENTER (ft)	REMARKS
M ④	13		CAREX PANSA	CALIFORNIA MEADOW SEDGE	LINER ⑬	4,085	④	④	④	⑤	3 CF/ SQYD		1 Pkt	4 Oz /100 SQFT	WC	②			3	2	2	2	4	1	GROUND COVER
	14		FESTUCA RUBRA	MOLATE FESCUE	LINER ⑬	4,085	④	④	④	⑤	3 CF/ SQYD		1 Pkt	4 Oz /100 SQFT	WC	②			3	2	2	2	4	1	GROUND COVER
	15		JUNCUS EFFUSUS	SOFT RUSH	LINER ⑬	2,369	④	④	④	⑤	3 CF/ SQYD		1 Pkt	4 Oz /100 SQFT	WC	②			3	2	2	2	4	1	GROUND COVER
	16		JUNCUS PATENS	CALIFORNIA GRAY RUSH	LINER ⑬	2,371	④	④	④	⑤	3 CF/ SQYD		1 Pkt	4 Oz /100 SQFT	WC	②			3	2	2	2	4	1	GROUND COVER
U	17		ARBUTUS UNEDO	STRAWBERRY TREE	No.15	54	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④		15	15	15	12	12	10	MULTI-TRUNK TREE
	18		CALOCERDRUS DECURRENS	INCENSE CEDAR	No.15	48	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④	30		20	20	20	22	⑦	TREE
	19		LAGERSTROEMIA INDICA 'TUSCARORA'	CRAPE MYRTLE 'TUSCARORA'	No.15	131	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④	30		15	15	15	17	⑦	TREE
	20		PLANTANUS RACEMOSA	CALIFORNIA SYCAMORE	No.15	60	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④	30		20	20	10	12	⑦	TREE
	21		QUERCUS LOBATA	VALLEY OAK	No.15	36	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④	30		20	20	20	22	⑦	TREE
	22		RHUS OVATA	SUGAR BUSH	No.15	72	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06			15	10	10	10	12	⑦	SHRUB
	23		ROBINIA X AMBIGUA 'PURPLE ROBE'	LOCUST 'PURPLE ROBE'	No.15	5	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④	30		15	10	10	12	⑦	TREE
	24		SCHINUS MOLLE	CALIFORNIA PEPPER	No.15	40	36	36	II	⑤	1.2 CF		2 Pkt	4 OZ	WC	0.06	④	40		30	25	20	22	⑦	TREE

NOTE:
UNDERLINED PORTIONS OF BOTANICAL NAME INDICATE ABBREVIATIONS USED ON PLANTING PLANS.

LEGEND:

- PERMIT TO ENTER AREA (CITY OF ANTIOCH)
- LIMITS OF WOOD MULCH AREA
- LIMITS OF CULTIVATION AND WEED GERMINATION AREA
- ROOT BARRIER
- LINER PLANT MIX A
- LINER PLANT MIX B

EXHIBIT C
SHEET 3 OF 42

PLANT LEGEND

PL-2

REVISED BY | DATE REVISED
SA | 12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11
12-01-17

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	56	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH

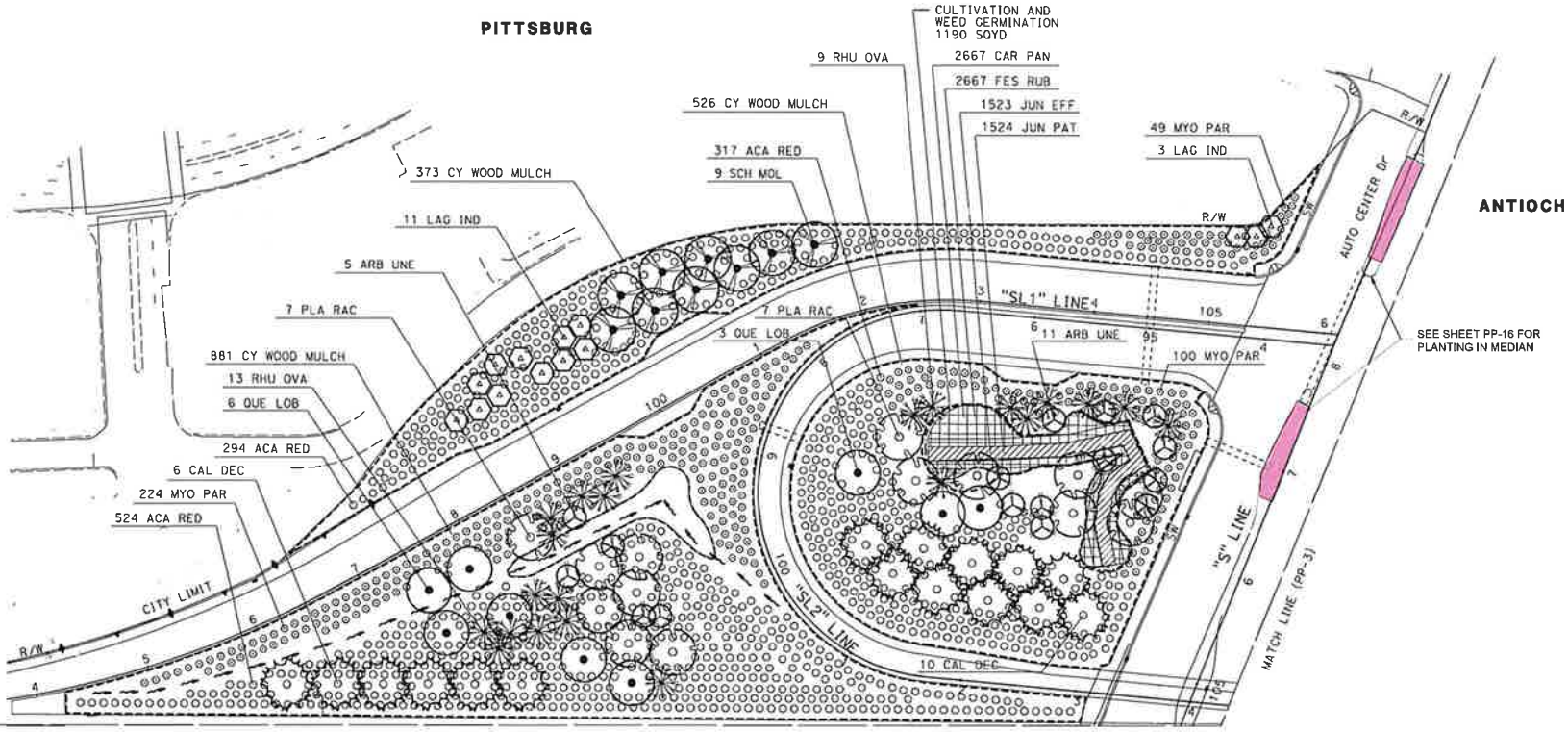


EXHIBIT C
SHEET 4 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-1

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003821su001.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

LAST REVISION 12-01-17 | DATE PLOTTED => 22-JAN-2018 TIME PLOTTED => 11:11

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	57	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

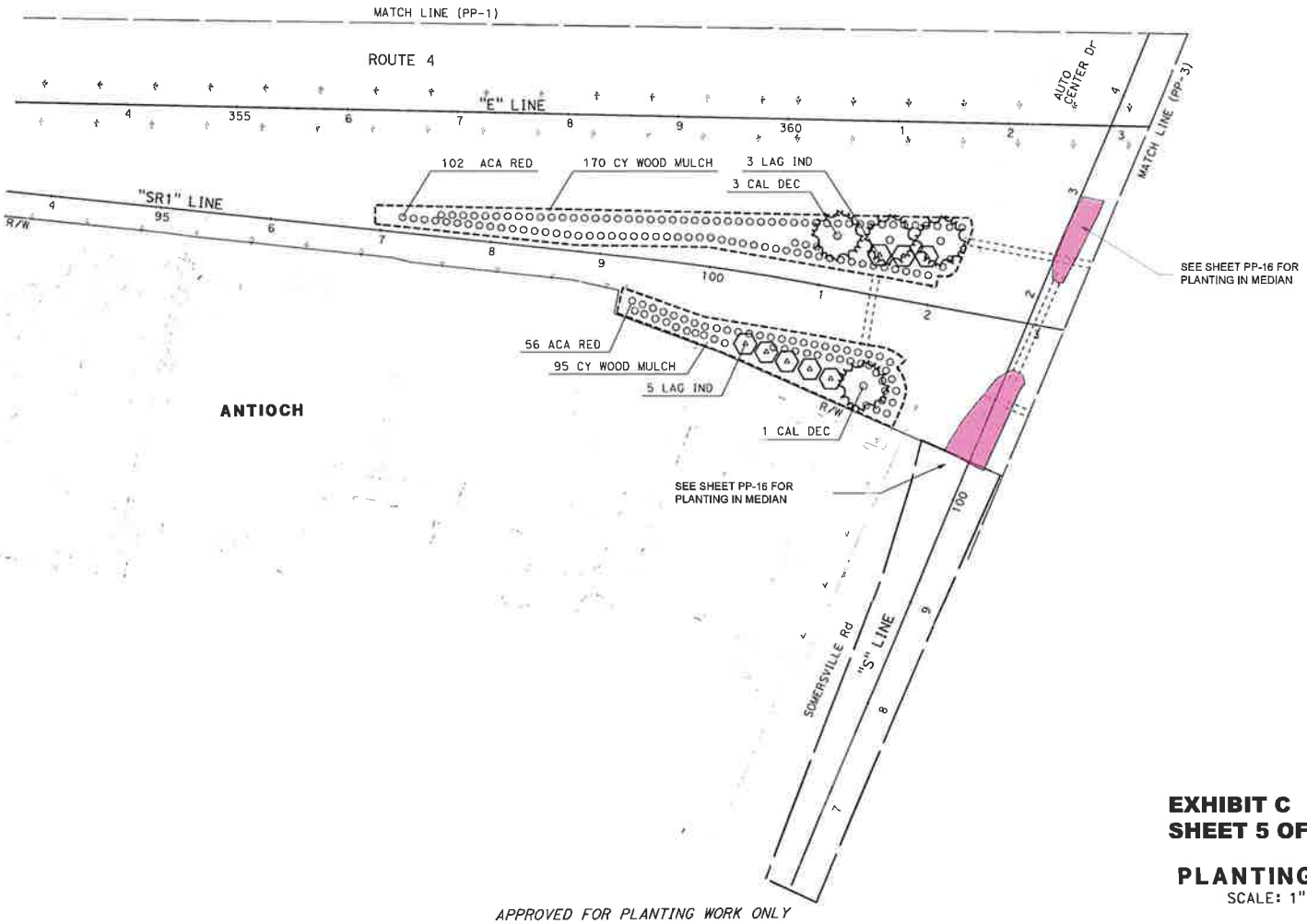


EXHIBIT C
SHEET 5 OF 42

PLANTING PLAN
SCALE: 1" = 50'

PP-2

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

LAST REVISION DATE PLOTTED => 22-JAN-2018
12-01-17 TIME PLOTTED => 11:11

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	25.8/28.3	58r	

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

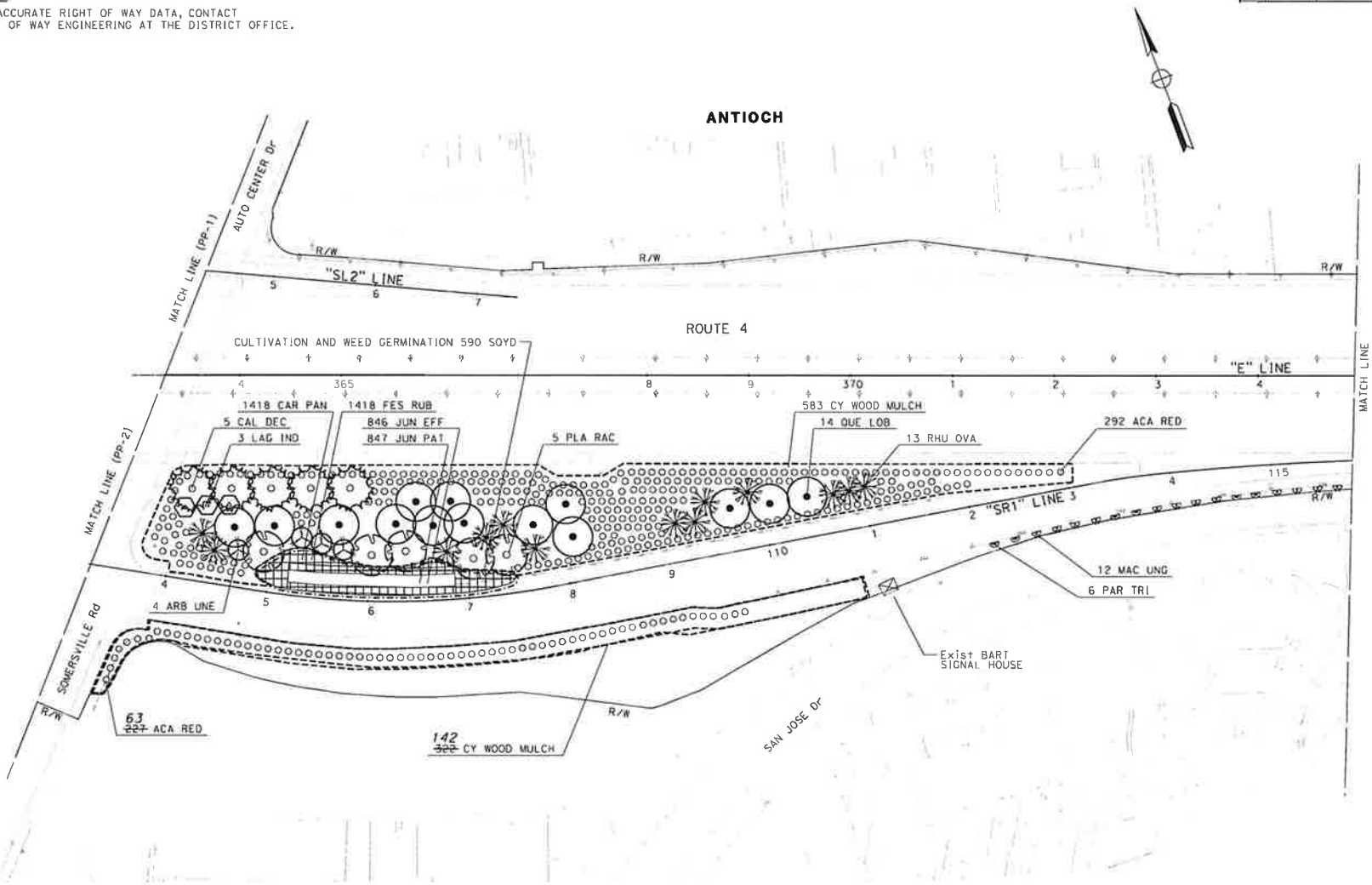


EXHIBIT C
SHEET 6 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-3r

APPROVED FOR PLANTING WORK ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

SENIOR LANDSCAPE ARCHITECT | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED 12/01/17

LAST REVISION 12-01-17 | DATE PLOTTED => 10/29/2024 | TIME PLOTTED => 9:42:34 AM

BORDER LAST REVISED 7/2/2010 | USERNAME => DGN FILE => ...\04160003821u003r2.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

DIst	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	59	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

ANTIOCH

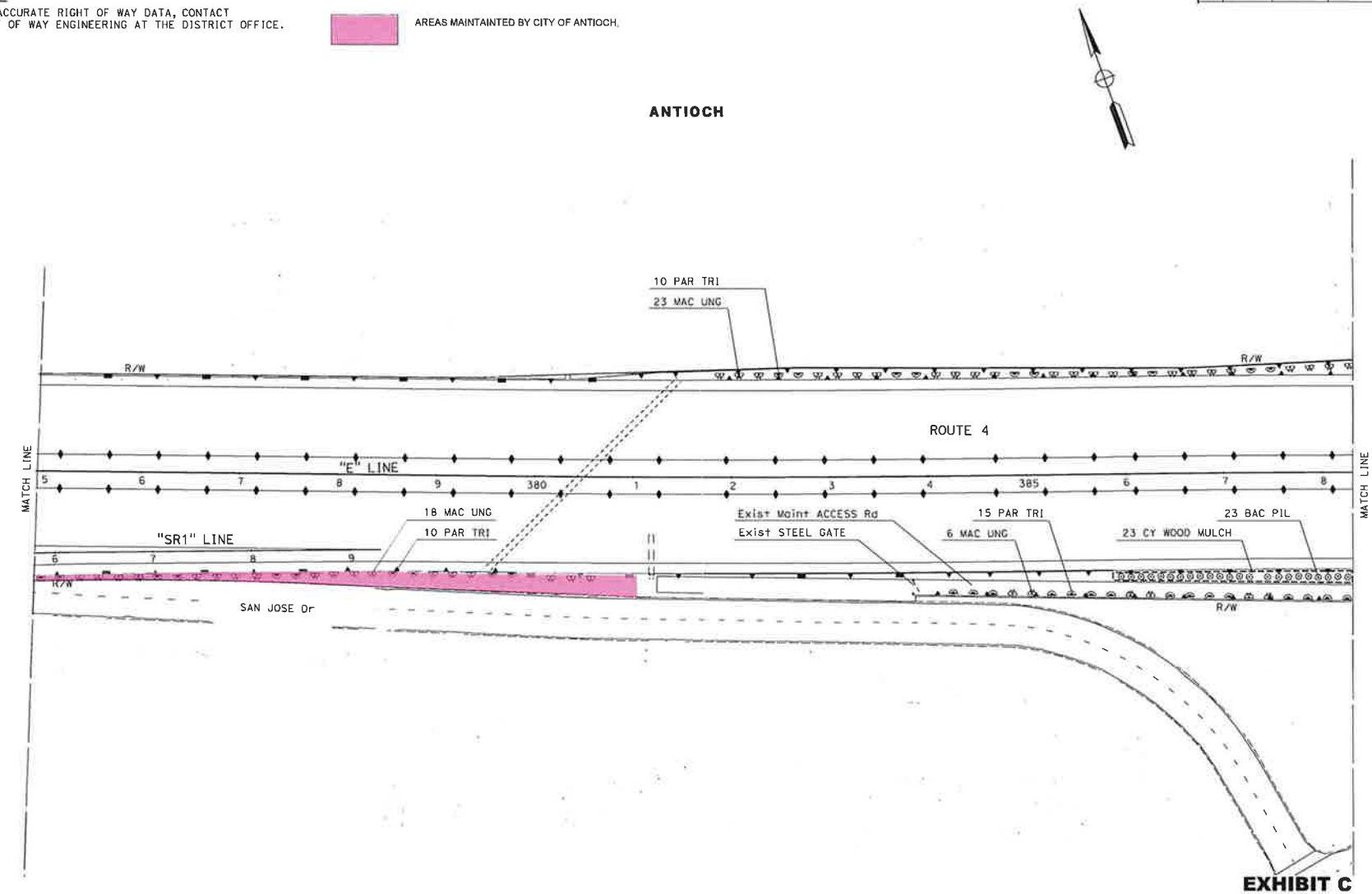


EXHIBIT C
SHEET 7 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-4

APPROVED FOR PLANTING WORK ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

REVISED BY: SA
DATE REVISED: 12/01/17

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003821su004.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	60	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

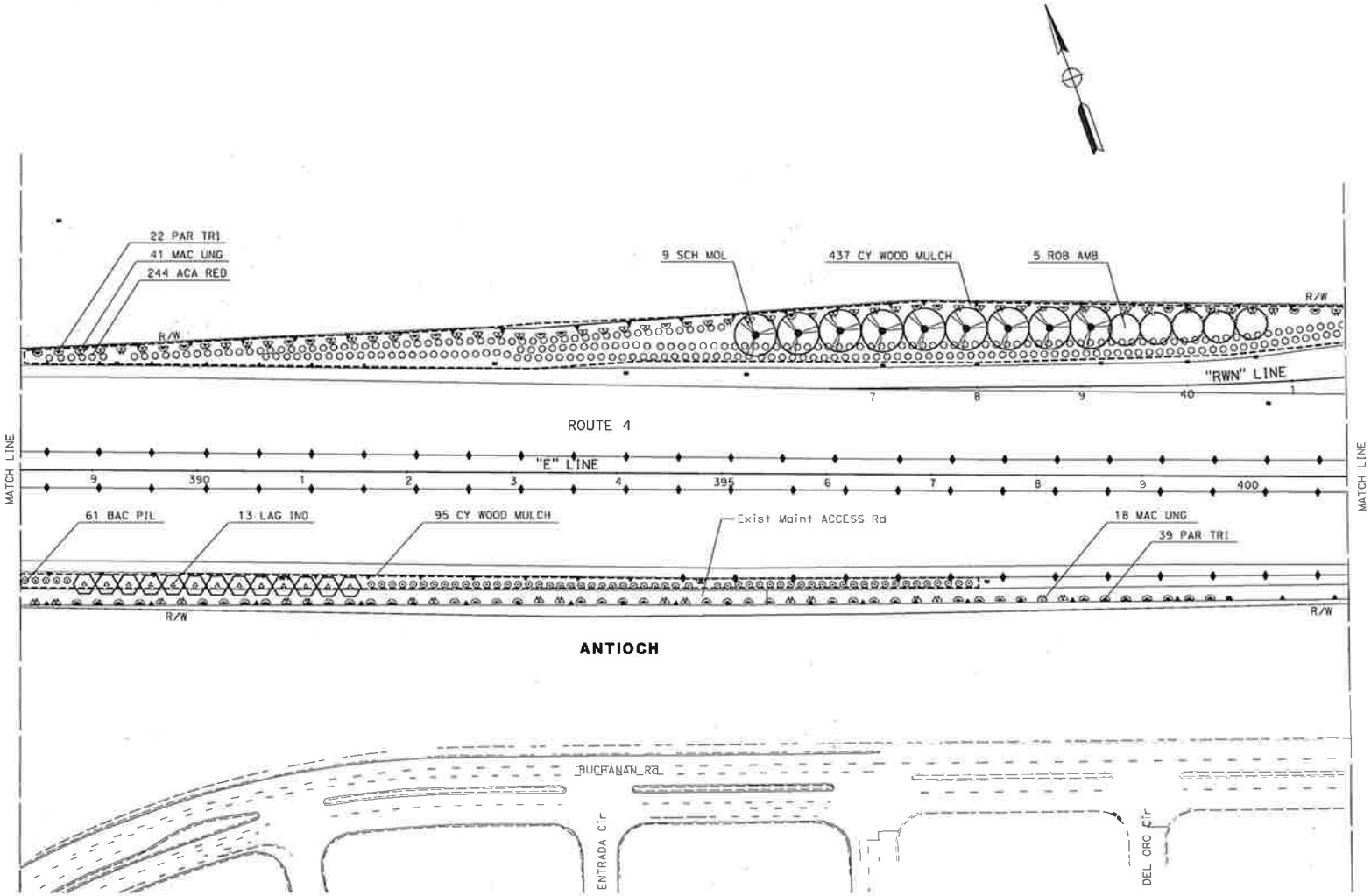


EXHIBIT C
SHEET 8 OF 42

PLANTING PLAN
SCALE: 1" = 50'

PP-5

APPROVED FOR PLANTING WORK ONLY

REVISED BY: SA
DATE REVISED: 12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11
LAST REVISION 12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003821su005.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	61	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

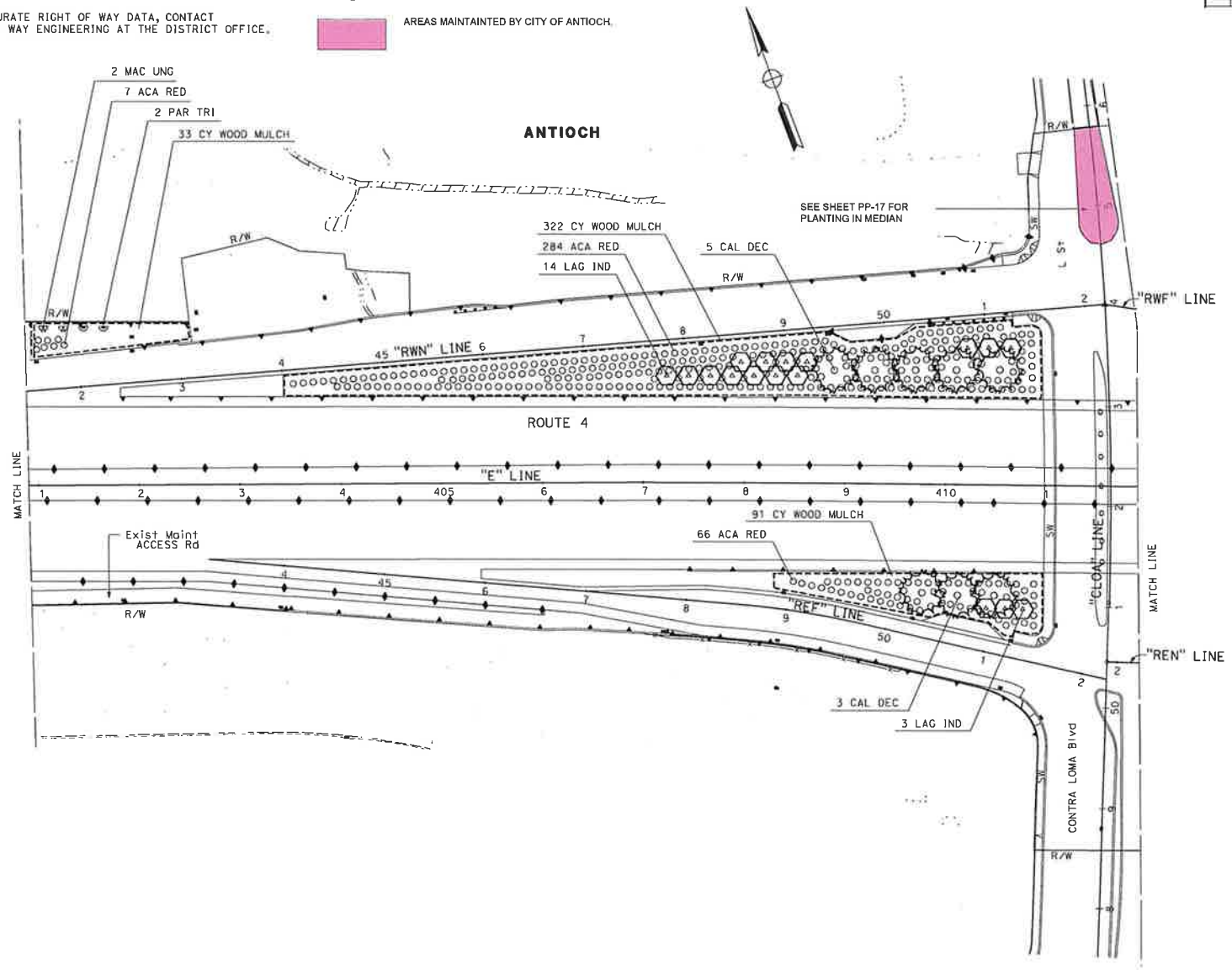


EXHIBIT C
SHEET 9 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-6

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003821sv006.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

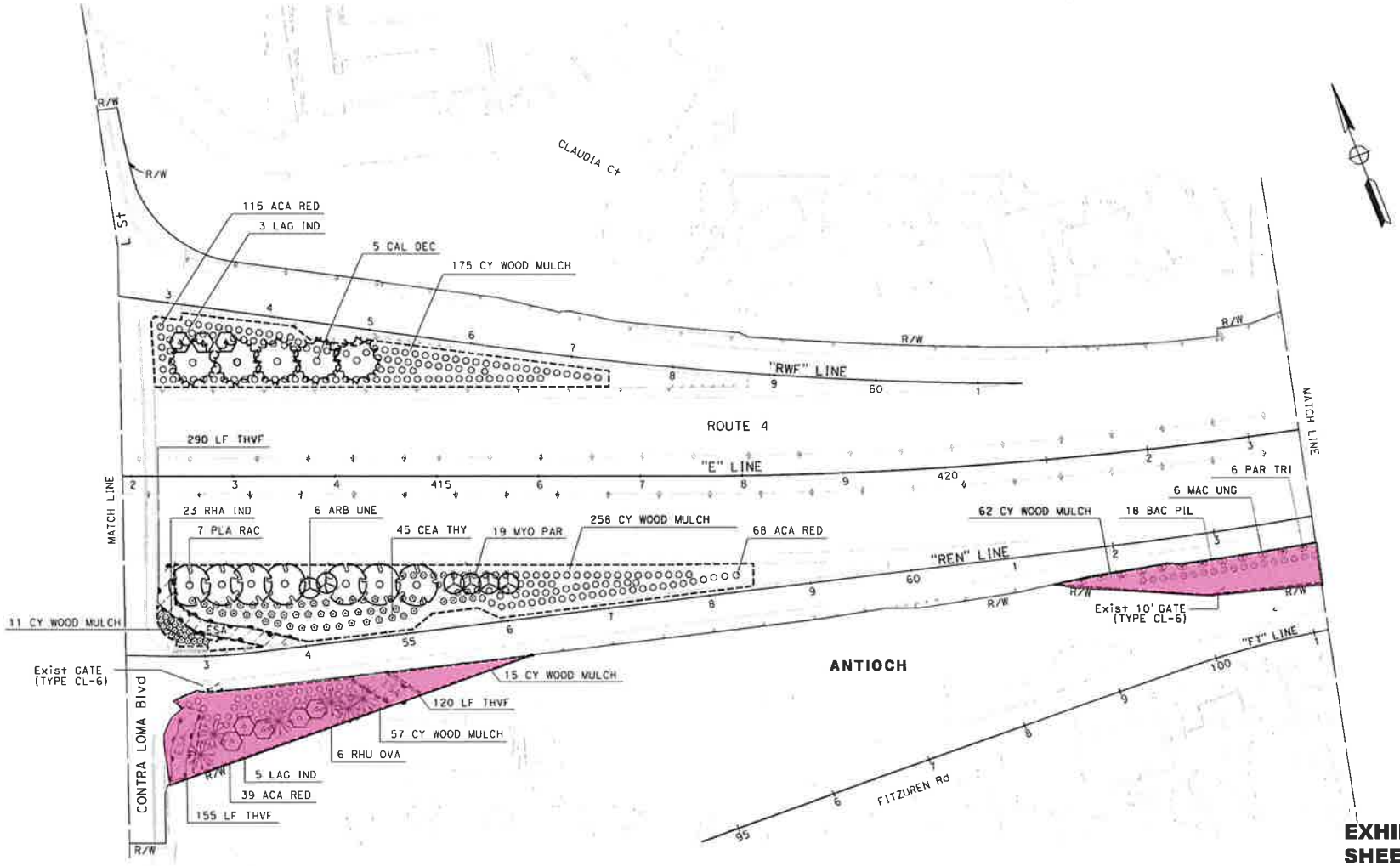
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	62r	

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINED BY CITY OF ANTIOCH.



APPROVED FOR PLANTING WORK ONLY

EXHIBIT C
SHEET 10 OF 42

PLANTING PLAN

SCALE: 1" = 50' **PP-7r**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

SENIOR LANDSCAPE ARCHITECT | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY | DATE REVISED 12/01/17

LAST REVISION 12-01-17 | DATE PLOTTED => 10/29/2024 | TIME PLOTTED => 9:14:23 AM

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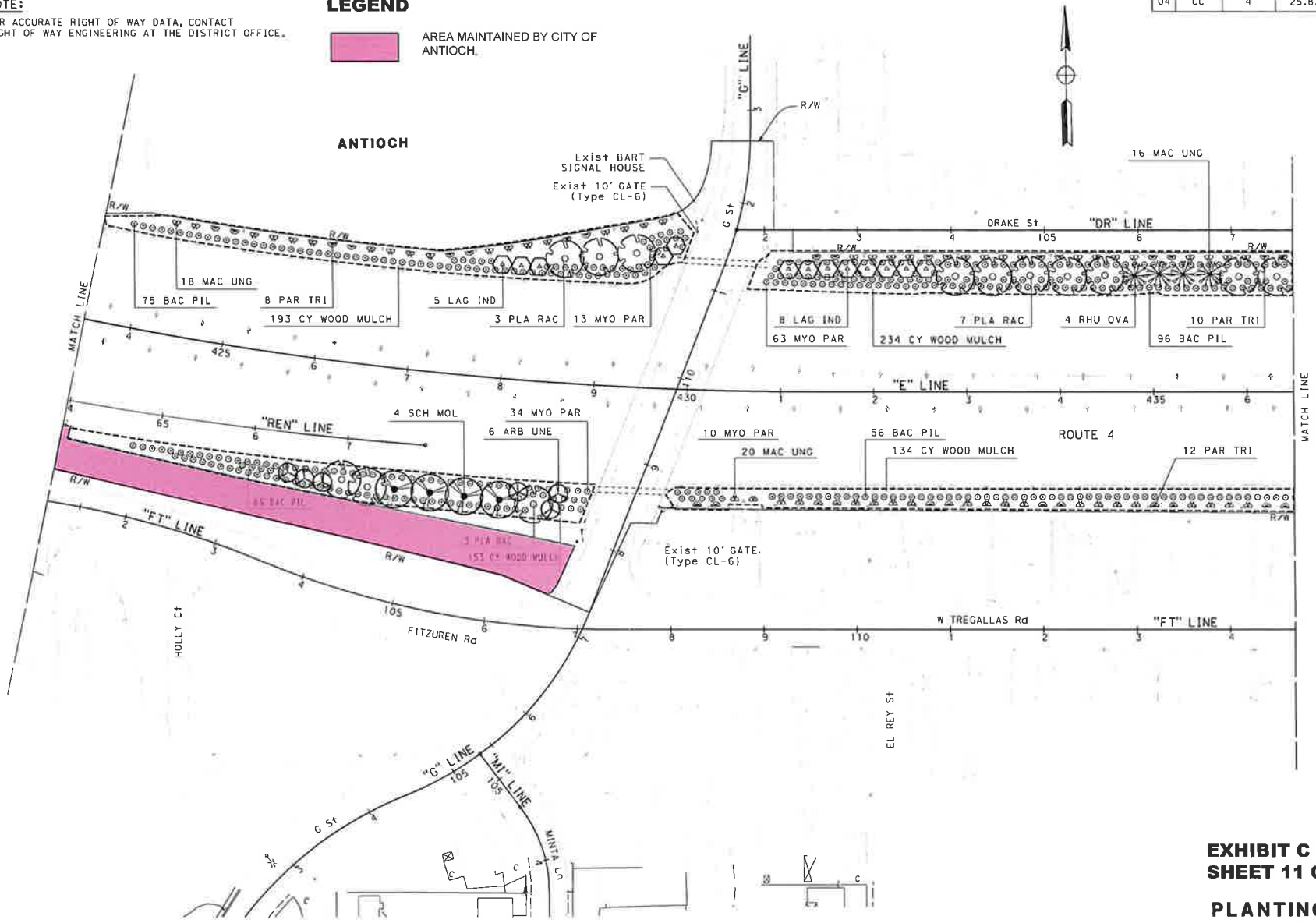
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	25.8/28.3	63	106

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREA MAINTAINED BY CITY OF ANTIOCH.



APPROVED FOR PLANTING WORK ONLY

EXHIBIT C
SHEET 11 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-8

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans

REVISED BY | DATE REVISED | CALCULATED-DESIGNED BY | CHECKED BY | FUNCTIONAL SUPERVISOR

LAST REVISION 00-00-00 | DATE PLOTTED => 2/28/2025 | TIME PLOTTED => 4:19:15 AM

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DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	25.8/28.3	64	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

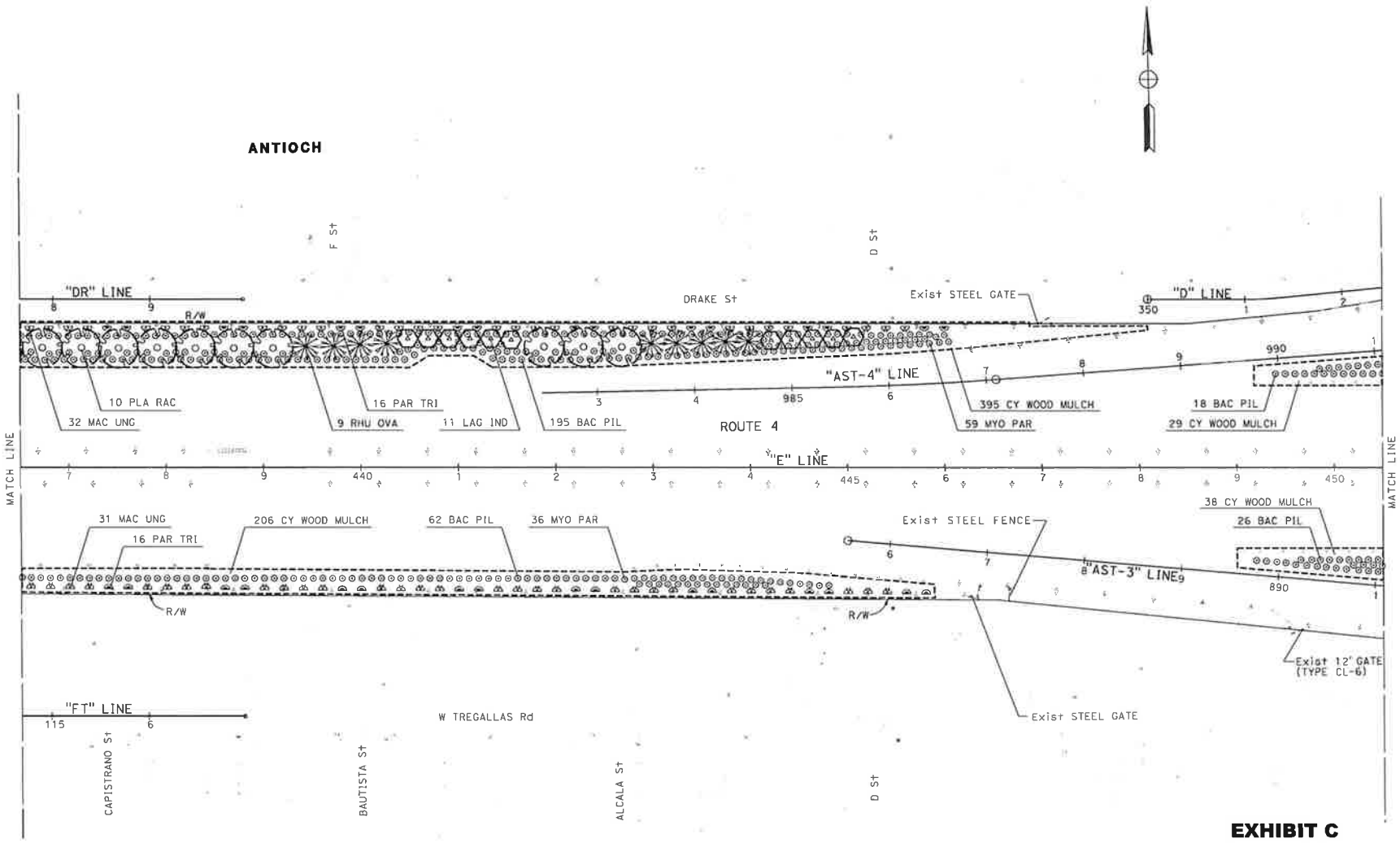


EXHIBIT C
SHEET 12 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-9

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

LAST REVISION 12-01-17 | DATE PLOTTED => 22-JAN-2018 | TIME PLOTTED => 11:11

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	25.8/28.3	65	106

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

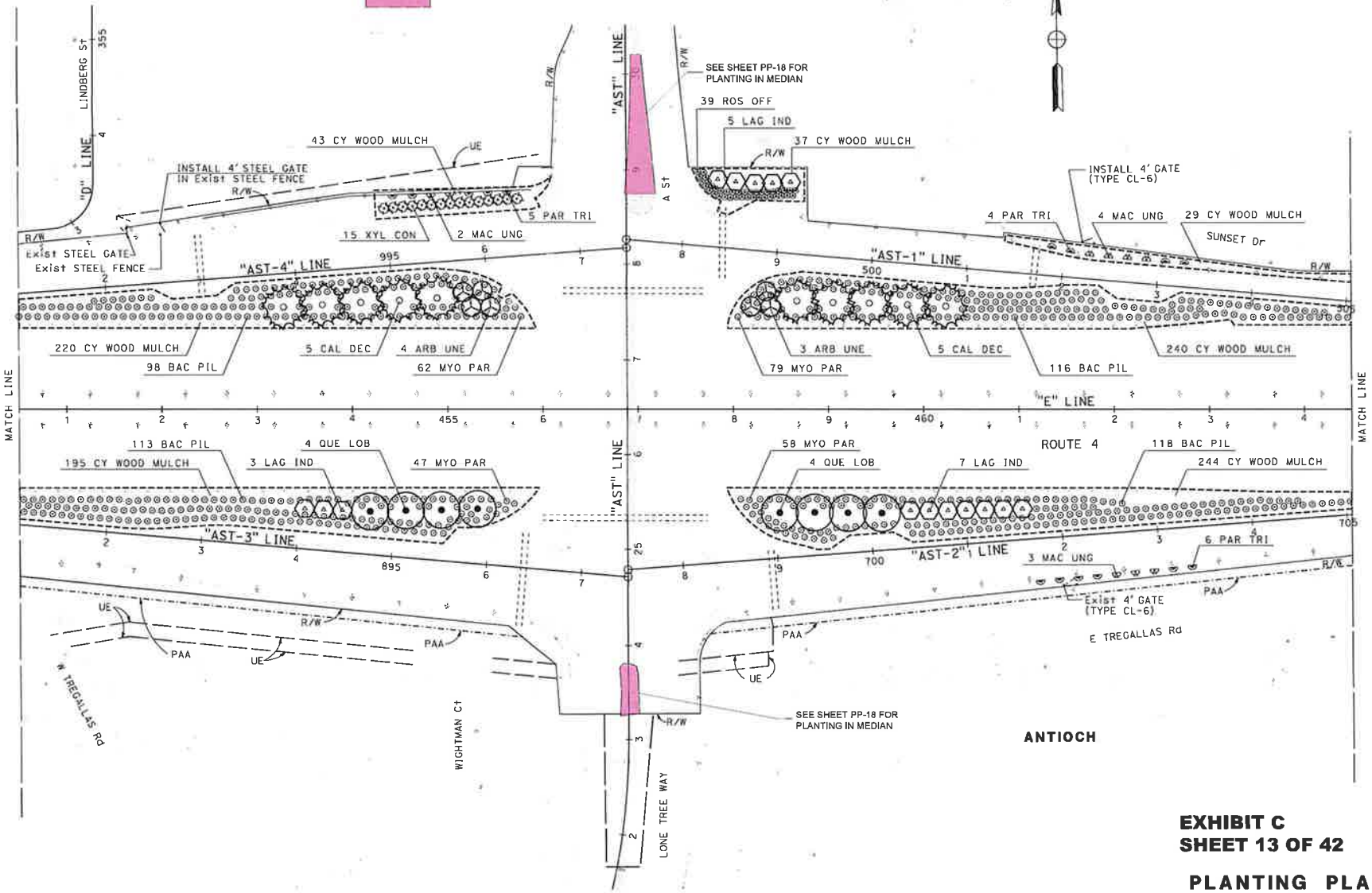


EXHIBIT C
SHEET 13 OF 42

PLANTING PLAN
SCALE: 1" = 50'

PP-10

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LANDSCAPE ARCHITECTURE

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 OGN FILE => 04160003821su010.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	66	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

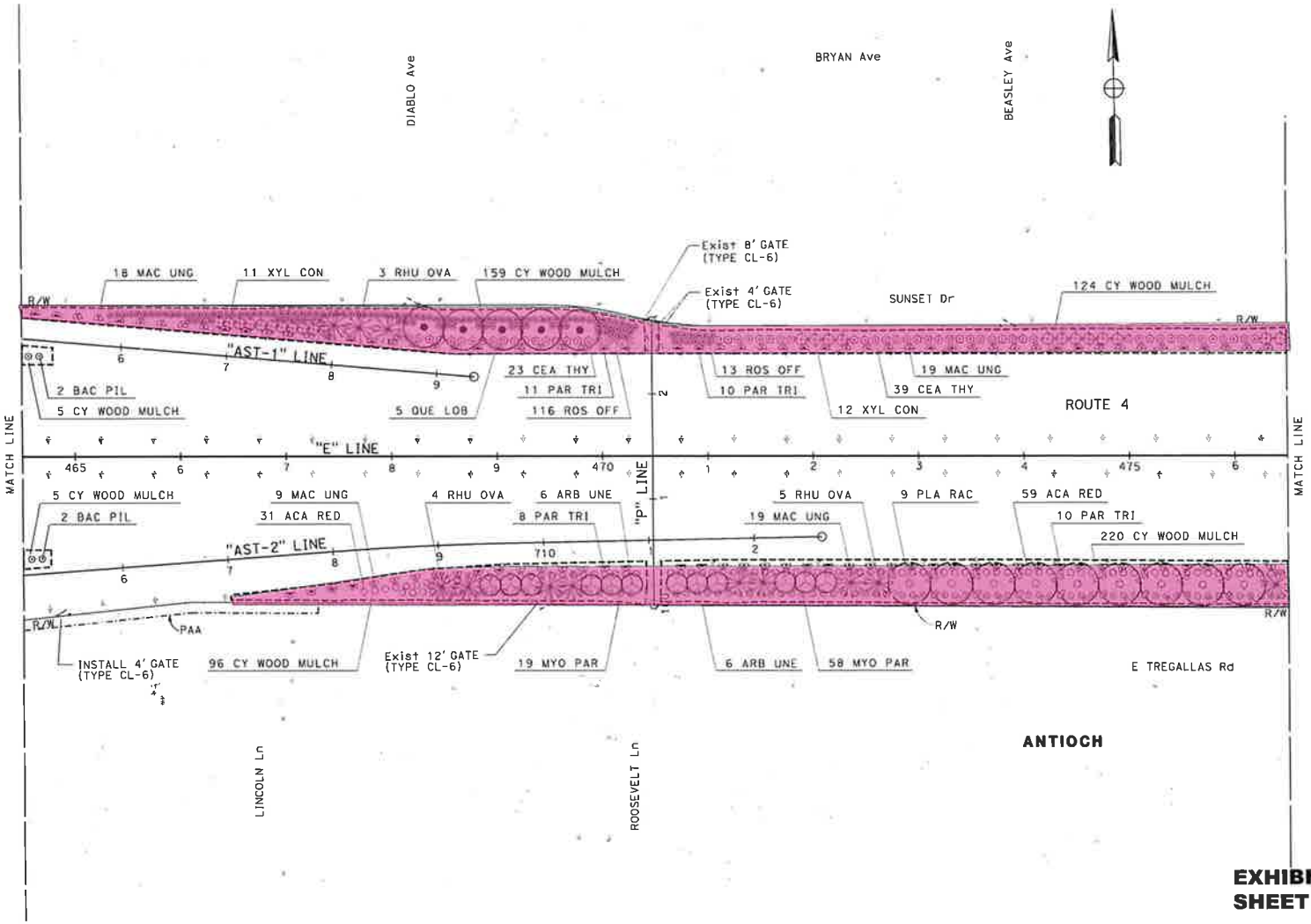


EXHIBIT C
SHEET 14 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-11

APPROVED FOR PLANTING WORK ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

REVISED BY: SA
DATE REVISED: 12/01/17

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11

BORDER LAST REVISED 7/2/2010 | USERNAME => s135179 DGN FILE => 0416000382su011.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	67	106

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

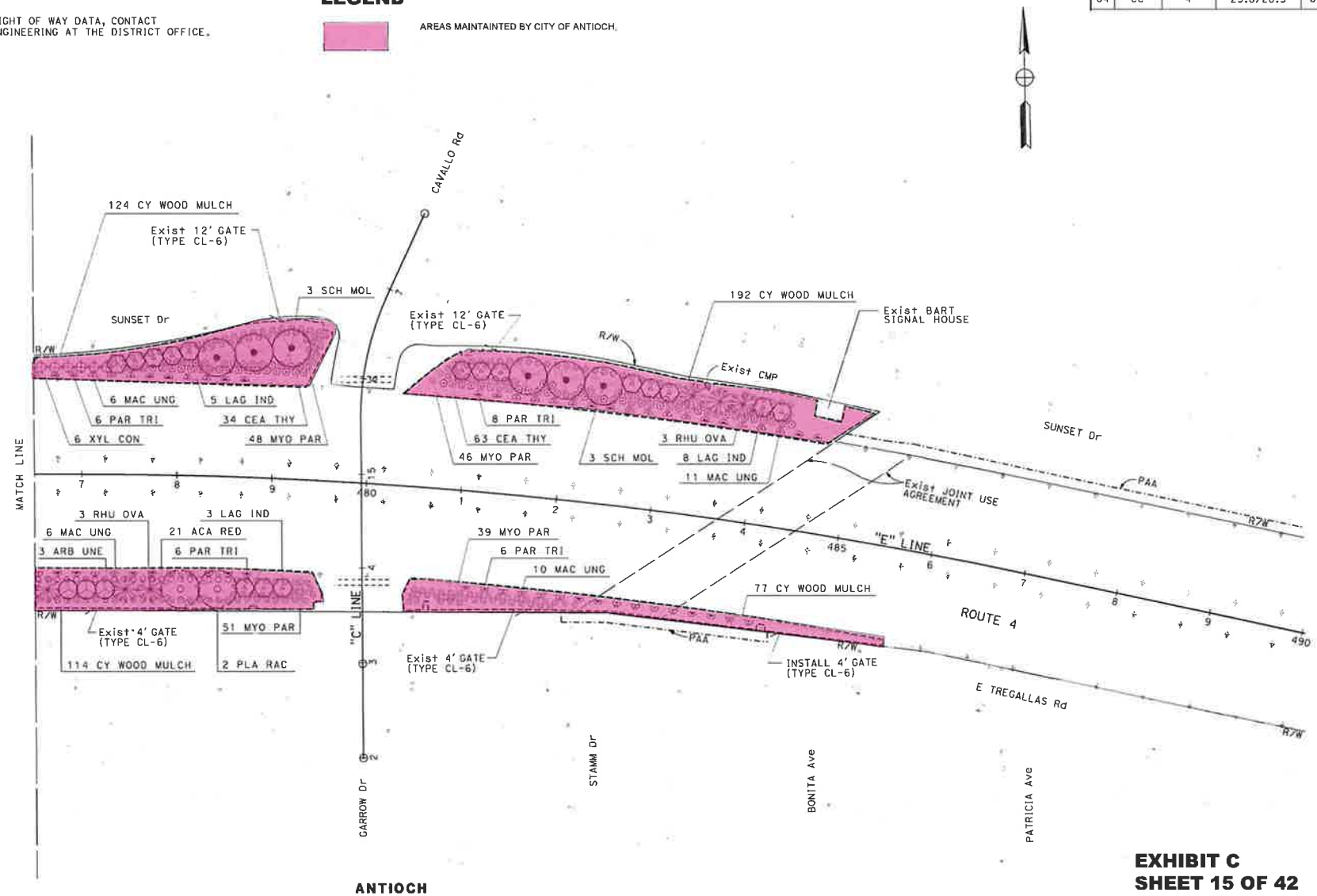


EXHIBIT C
SHEET 15 OF 42

PLANTING PLAN

SCALE: 1" = 50'

PP-12

APPROVED FOR PLANTING WORK ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

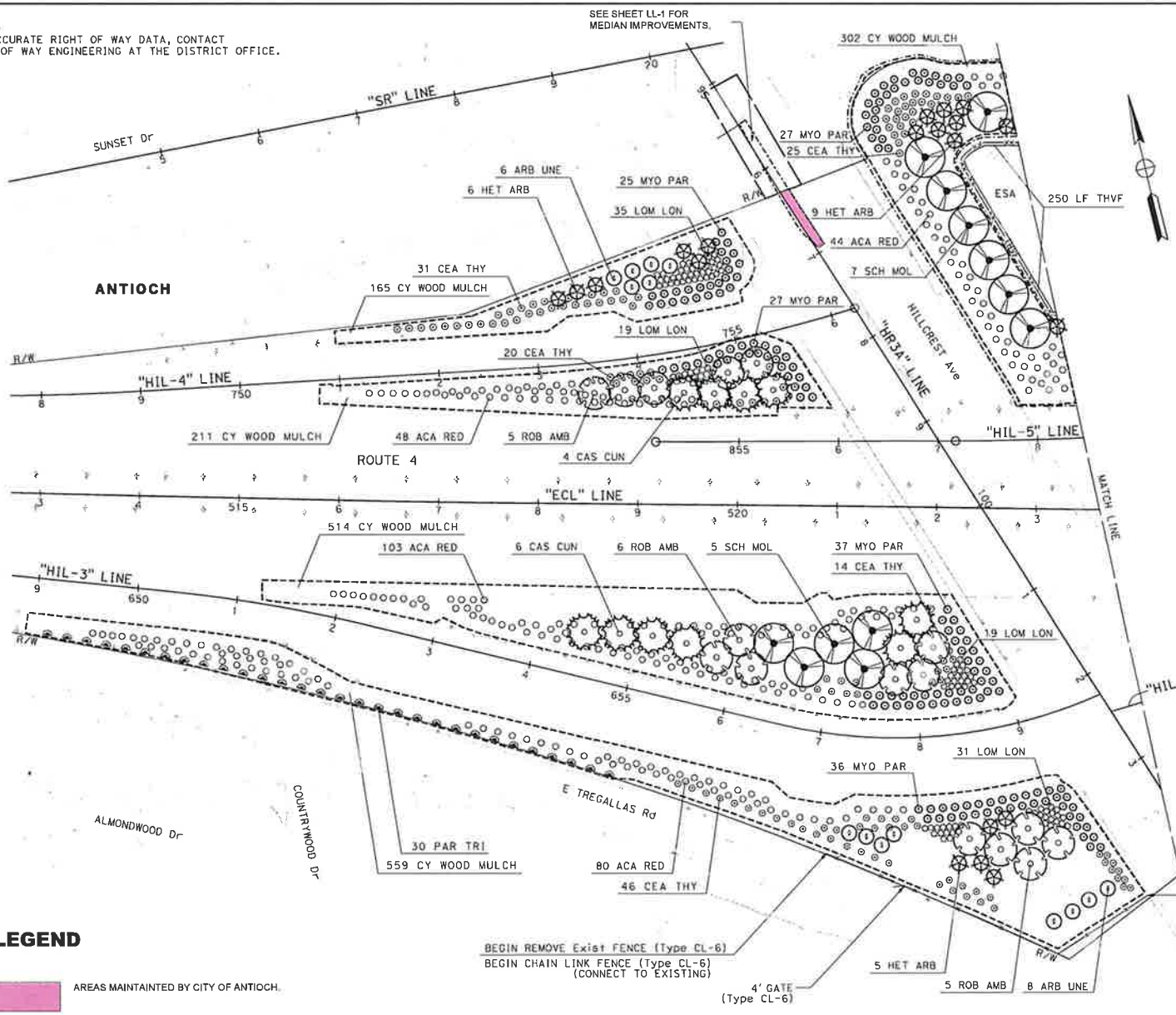
REVISED BY SA
DATE REVISED 12/01/17

DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11
LAST REVISION 12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 0416000382su012.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	25	67

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

EXHIBIT C
SHEET 16 OF 42

PLANTING PLAN
SCALE: 1" = 50' **PP-13**

APPROVED FOR PLANTING WORK ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LANDSCAPE ARCHITECTURE

REVISED BY: SA
DATE REVISED: 9-18-18

DATE PLOTTED => 10-OCT-2018
TIME PLOTTED => 09:40
09-18-18

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 | OGN FILE => 04160003831su001.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	26	67

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

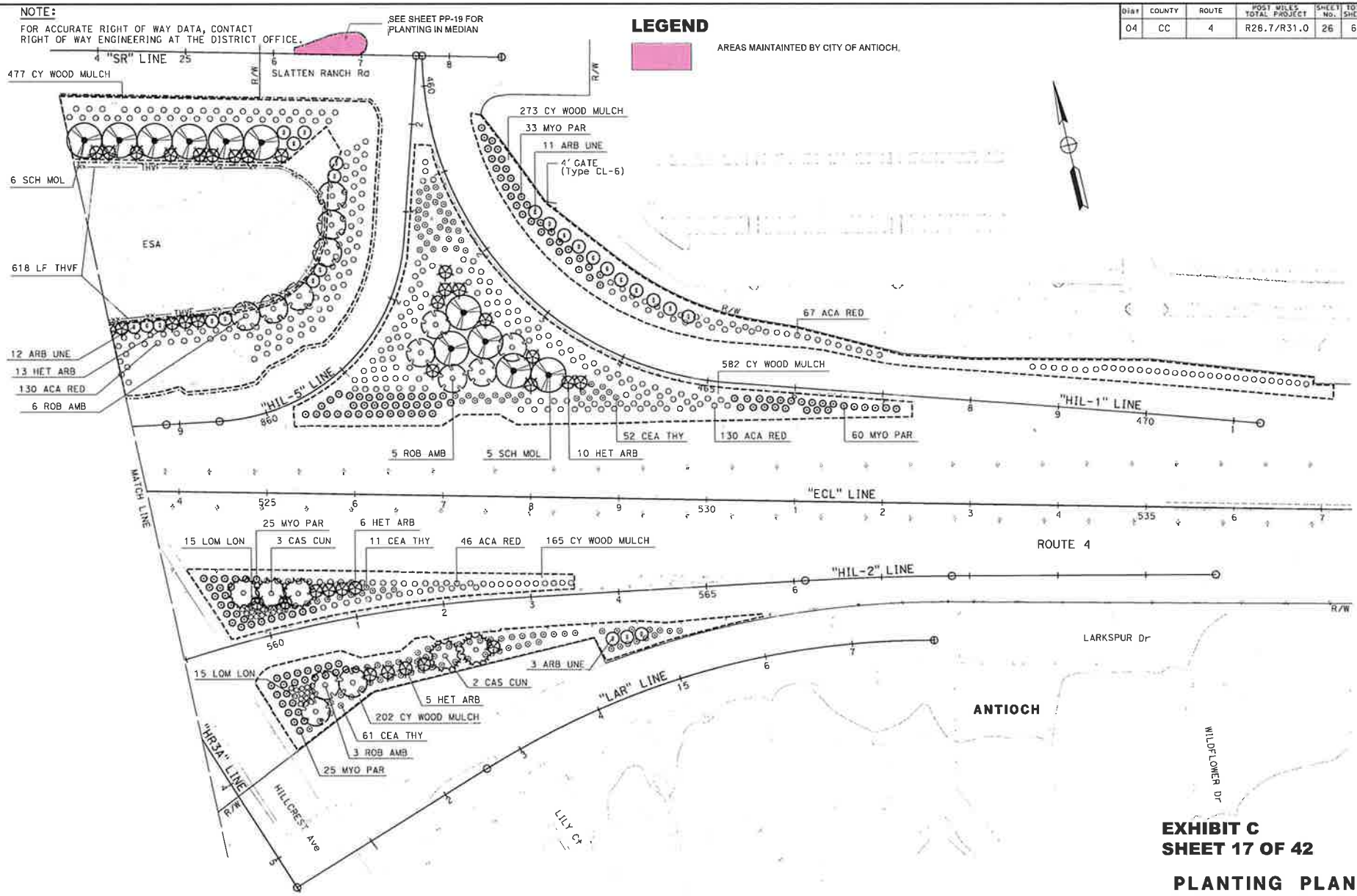


EXHIBIT C
SHEET 17 OF 42

PLANTING PLAN
SCALE: 1" = 50' **PP-14**

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	9-18-18

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans · LANDSCAPE ARCHITECTURE

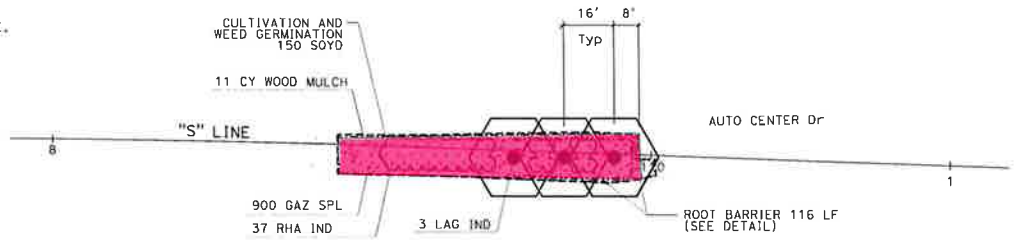
BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003831su002.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

DATE PLOTTED => 10-OCT-2018
TIME PLOTTED => 09:56
09-18-18

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	68	106

NOTE:

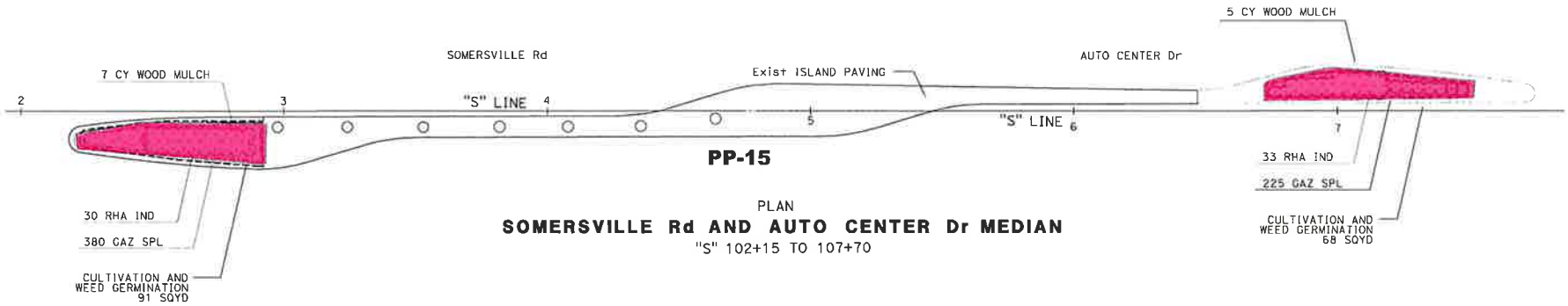
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



PLAN

AUTO CENTER Dr MEDIAN

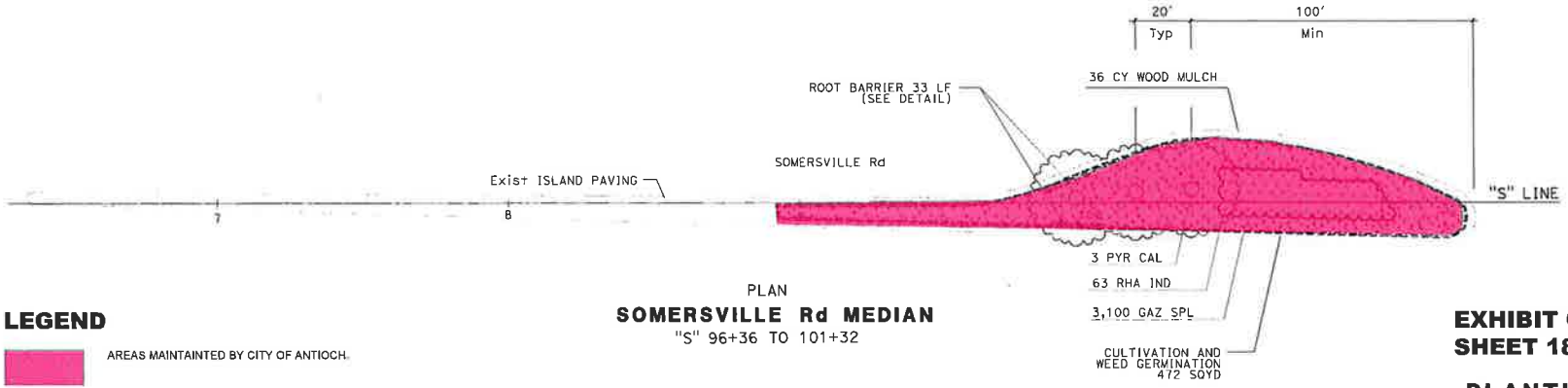
"S" 108+85 TO 110+02



PLAN

SOMERSVILLE Rd AND AUTO CENTER Dr MEDIAN

"S" 102+15 TO 107+70



PLAN

SOMERSVILLE Rd MEDIAN

"S" 96+36 TO 101+32

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

APPROVED FOR PLANTING WORK ONLY

EXHIBIT C
SHEET 18 OF 42

PLANTING PLAN

SCALE: 1" = 20' **PP-16**

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

LANDSCAPE ARCHITECTURE

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003821su013.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

DATE PLOTTED => 22-JAN-2018 TIME PLOTTED => 11:11

12-01-17

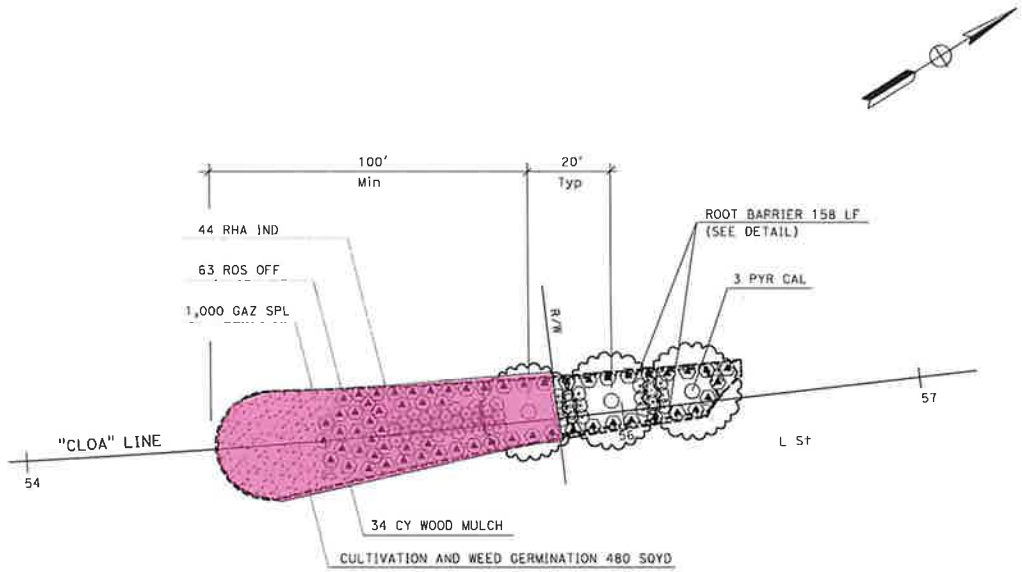
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	69	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.



PLAN

L St MEDIAN

"CLOA" 54+61 TO 56+42

EXHIBIT C
SHEET 19 OF 42

PLANTING PLAN

SCALE: 1" = 20' **PP-17**

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans LANDSCAPE ARCHITECTURE

LAST REVISION DATE PLOTTED => 22-JAN-2018
TIME PLOTTED => 11:11
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s135779 DGN FILE => 04160003821su014.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

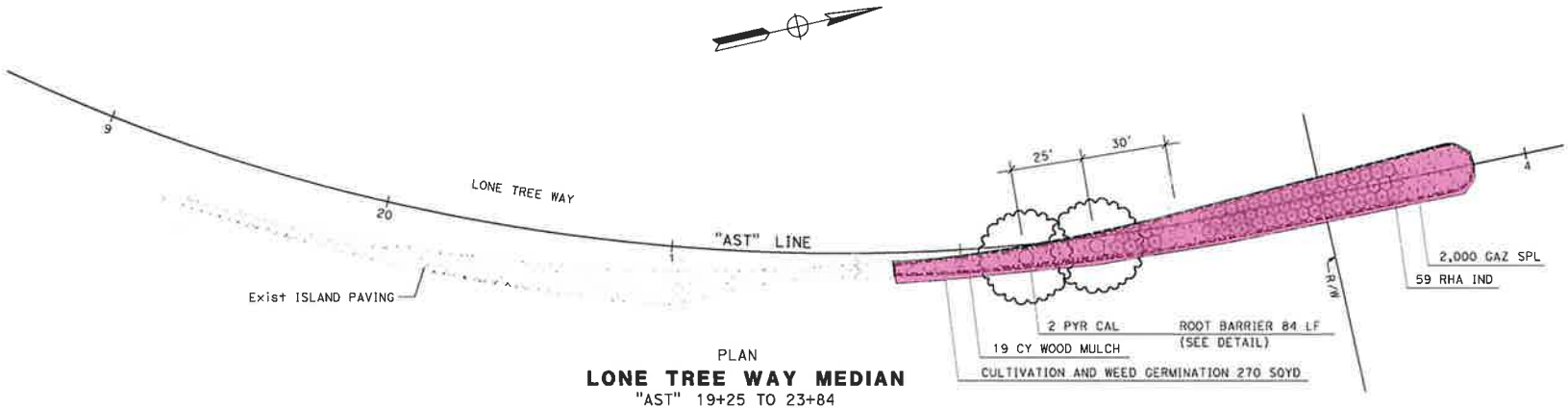
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	70	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

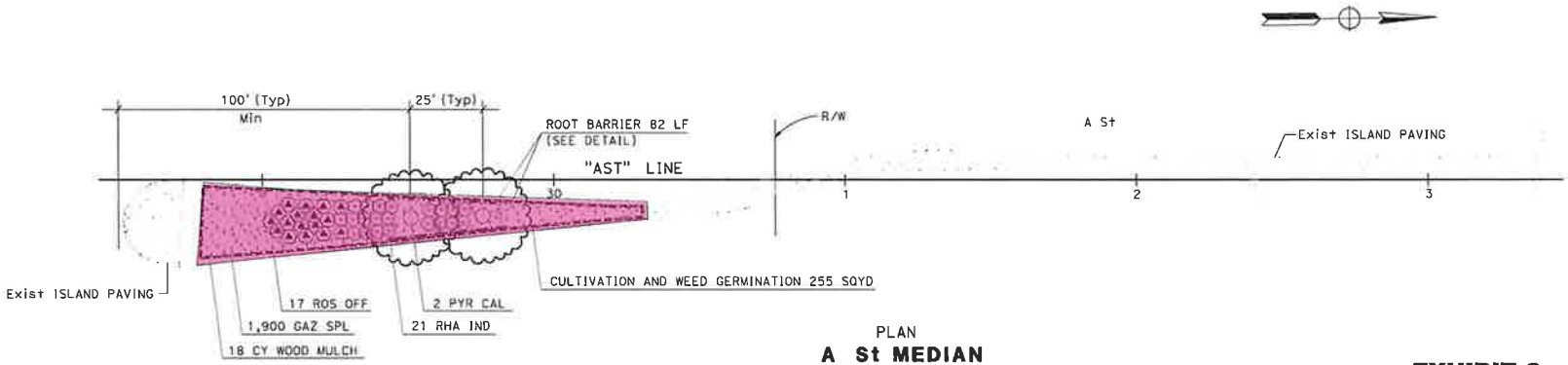


PLAN

LONE TREE WAY MEDIAN

"AST" 19+25 TO 23+84

ANTIOCH



PLAN

A St MEDIAN

"AST" 28+51 TO 33+40

EXHIBIT C
SHEET 20 OF 42

PLANTING PLAN

SCALE: 1" = 20'

PP-18

APPROVED FOR PLANTING WORK ONLY

REVISED BY	DATE REVISED
SA	12/01/17

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 25-JAN-2018
TIME PLOTTED => 11:11
12-01-17

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	29	67

LICENSED LANDSCAPE ARCHITECT

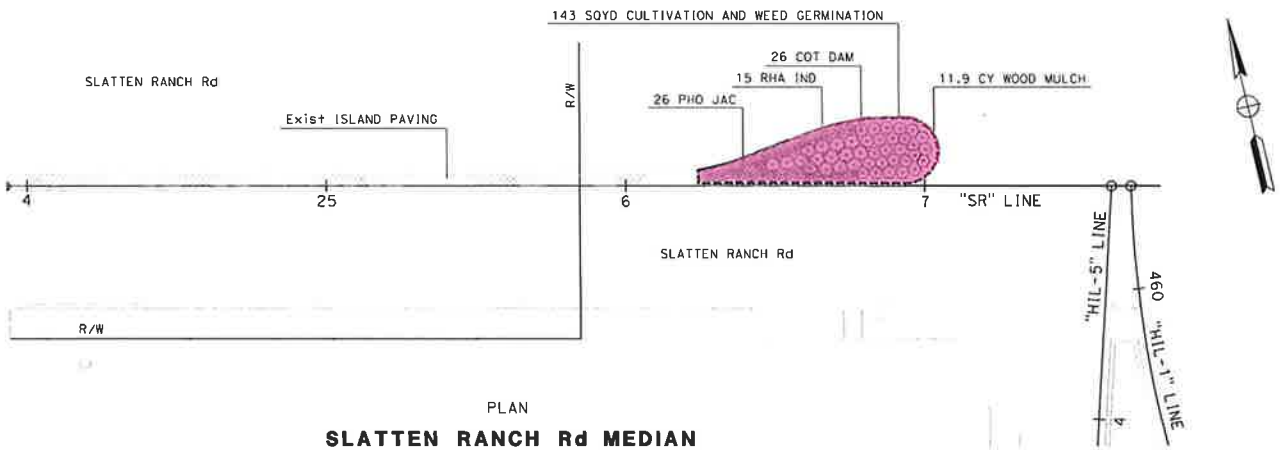
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINED BY CITY OF ANTIOCH.



PLAN

SLATTEN RANCH Rd MEDIAN

"SR" 26+24 TO 27+05

EXHIBIT C
SHEET 21 OF 42

PLANTING PLAN

SCALE: 1" = 20'

PP-19

APPROVED FOR PLANTING WORK ONLY

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LANDSCAPE ARCHITECTURE

SENIOR LANDSCAPE ARCHITECT

CALCULATED-DESIGNED BY | CHECKED BY

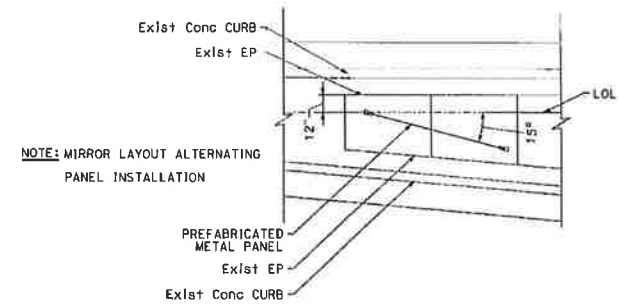
REVISED BY | DATE REVISED

LAST REVISION 09-18-18 | DATE PLOTTED => 2/14/2025 | TIME PLOTTED => 12:19:59 PM

BORDER LAST REVISED 7/2/2010 | USERNAME => DGN FILE => ...\Desktop\04160003831su005.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

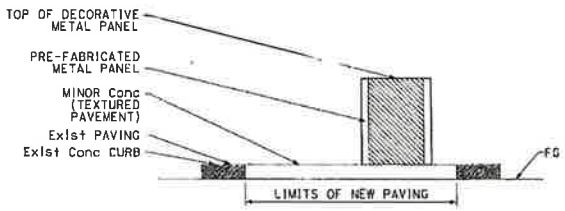
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	13A	67

6

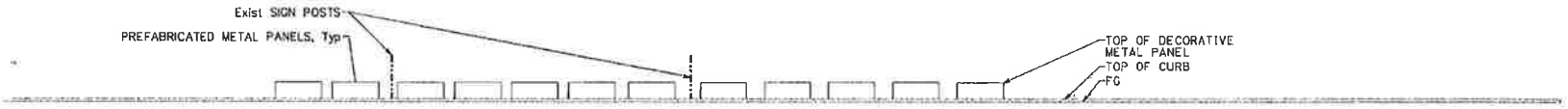


DETAIL - 2

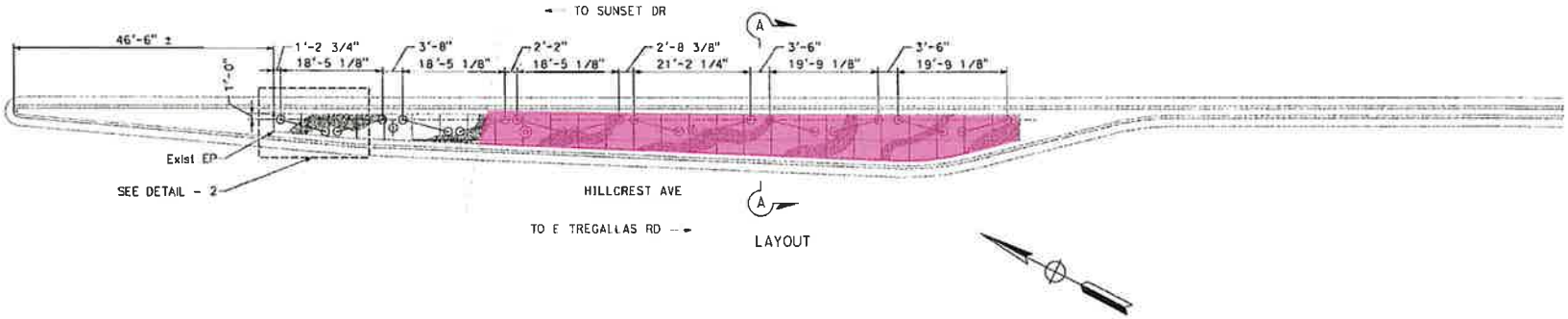
TYPICAL PREFABRICATED METAL PANEL LAYOUT



SECTION A-A



ELEVATION



LAYOUT

LEGEND

AREAS MAINTAINED BY CITY OF ANTIOCH.

FOR REVISIONS ONLY

EXHIBIT C
SHEET 22 OF 42

LANDSCAPE LAYOUT
NO SCALE

LL-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
LANDSCAPE DESIGN

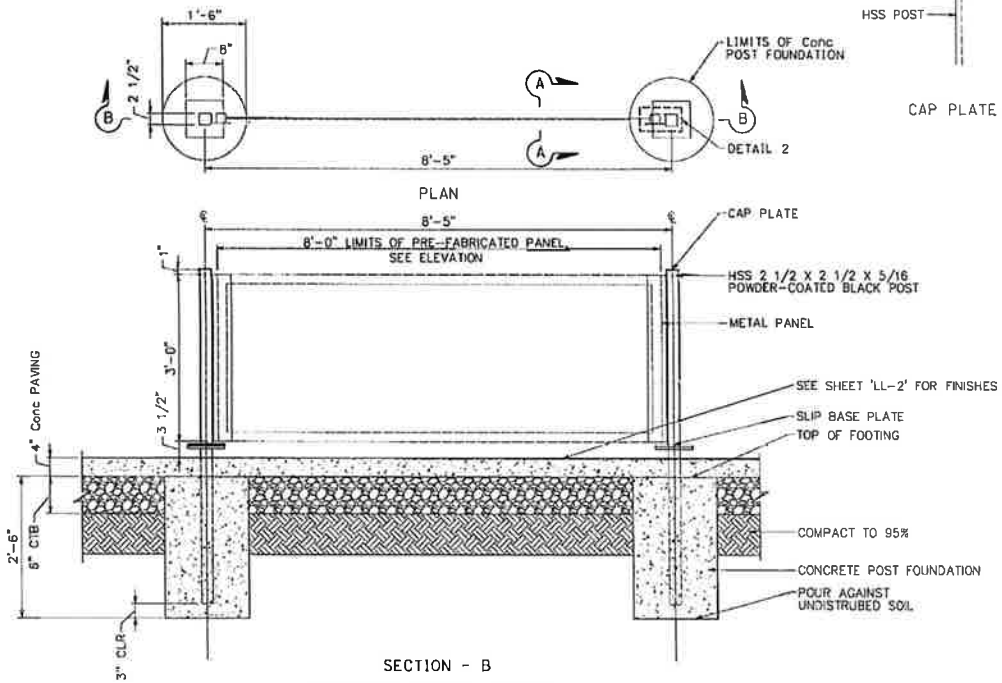
FUNCTIONAL SUPERVISOR | CALCULATED-DESIGNED BY | CHECKED BY | REVISED BY: PD | DATE REVISED: 9-26-18

ALL REVISIONS | DATE PLOTTED => 9/13/2019 | TIME PLOTTED => 10:29:32 AM 09-26-18

BORDER LAST REVISED 7/2/2010 | USERNAME => s147731 | DGN FILE => ...\DETAIL\04160003831j001.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

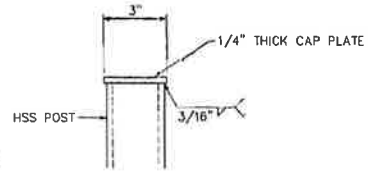
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	13C	67

6

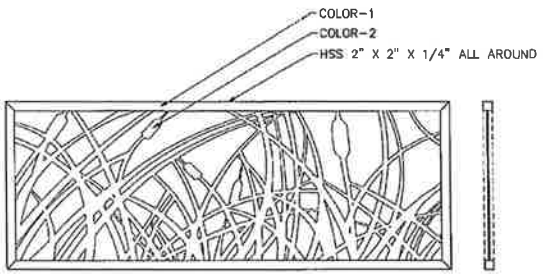


SECTION - B

CUSTOM METAL PANEL



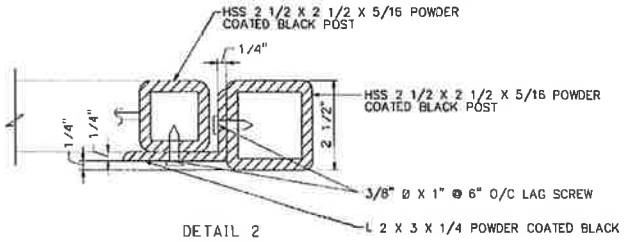
CAP PLATE DETAIL



ELEVATION

SECTION - A

PRE-FABRICATED METAL PANEL



DETAIL 2

NOTES:
1. FINISH: ALL STEEL MUST BE POWDER-COATED FINISH
2. COLOR TO MATCH AMS STANDARD 595 COLORS
   COLOR 1: FEDERAL STANDARD 27038 - BLACK
   COLOR 2: FEDERAL STANDARD 35275 - TEAL
3. PAINT FASTENERS TO MATCH POST COLOR

EXHIBIT C
SHEET 23 OF 42

LANDSCAPE DETAILS
NO SCALE

LD-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
STRUCTURES

FUNCTIONAL SUPERVISOR
CALCULATED-DESIGNED BY
CHECKED BY
REVISED BY
DATE REVISED
CY
9-26-18

LAST REVISION 09-26-18 DATE PLOTTED => 9/13/2019 TIME PLOTTED => 10:31:51 AM

BORDER LAST REVISED 7/2/2010 | USERNAME => "s147236" DGN FILE => ...\DETAIL\04160003831sh001.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

IRRIGATION SPRINKLER SCHEDULE

SYMBOL	ITEM DESCRIPTION	SPRINKLER TYPE	PATTERN: SPRAY PATTERN	PATTERN: RADIUS (+/- 5%)	OPERATING PRESSURE	DISCHARGE RATE (+/- 5%)	PRECIPITATION RATE (+/- 5%)	INLET CONNECTION SIZE (NPT)	SWING JOINT (TYPE)	RISER: MATERIAL	RISER: TYPE	RISER: HEIGHT/LENGTH	POP-UP: HEIGHT	POP-UP: SPRINKLER PROTECTOR (TYPE)	TREE WELL: DRAIN PIPE LENGTH	REMARKS
				ft	psi	GPM	INCH/HR	INCH				INCH	INCH		INCH	
①	POP-UP SPRINKLER ASSEMBLY (GEAR DRIVEN)	ROTOR	P	25	30	1.12	0.20	¾	I	PI	II	(12)	12	1		
△	POP-UP SPRINKLER ASSEMBLY	SPRAY	Q	8	30	0.72	4.33	½	I	PI	II	(12)	6			
▲	POP-UP SPRINKLER ASSEMBLY	SPRAY	H	8	30	1.19	3.58	½	I	PI	II	(12)	6			
■	POP-UP SPRINKLER ASSEMBLY	SPRAY	H	12	30	1.18	1.58	½	I	PI	II	(12)	6			
◇	POP-UP SPRINKLER ASSEMBLY	SPRAY	F	12	30	2.36	1.58	½	I	PI	II	(12)	6			
o	RISER SPRINKLER ASSEMBLY	BUBBLER			20	0.25		½		PI	V	(9)				(7)
●	TREE WELL SPRINKLER ASSEMBLY	BUBBLER			20	1.00		½	I	PI		(9)			(13)	(8)

APPLICABLE WHEN CIRCLED BELOW:

1 - SEE SPECIAL PROVISIONS.
2 - FURNISHED WITH PRESSURE COMPENSATING DEVICE
3 - FURNISH WITH BUILT-IN CHECK VALVE
4 - FURNISH WITH EXTERNAL CHECK VALVE
(5) - SPRINKLER PROTECTORS REQUIRED WITHIN 10 FEET OF SHOULDERS, CURBS, SIDEWALKS, AND DIKES.
6 - UNLESS OTHERWISE SHOWN ON PLANS.
(7) - INSTALL ON UPHILL SIDE OF PLANT BASIN
(8) - INSTALL TWO SPRINKLERS PER PLANT. LOCATE ON OPPOSITE SIDES OF ROOTBALL
(9) - AS SHOWN ON PLANS
10 - IN-LINE EMITTER SPACING 12" ON CENTER
11 - USE INDIVIDUAL BARBED EMITTERS
(12) - LENGTH AS NECESSARY BETWEEN SWING JOINT AND POP-UP SPRINKLER INLET
(13) - LENGTH OF DRAIN PIPE FOR TREE WELL SPRINKLERS MUST BE 20" FOR PLANT GROUP U AND 36" FOR PLANT GROUP K.

EXHIBIT C
SHEET 24 OF 42
IRRIGATION SPRINKLER SCHEDULE
ISS-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	32	106

NOTE:

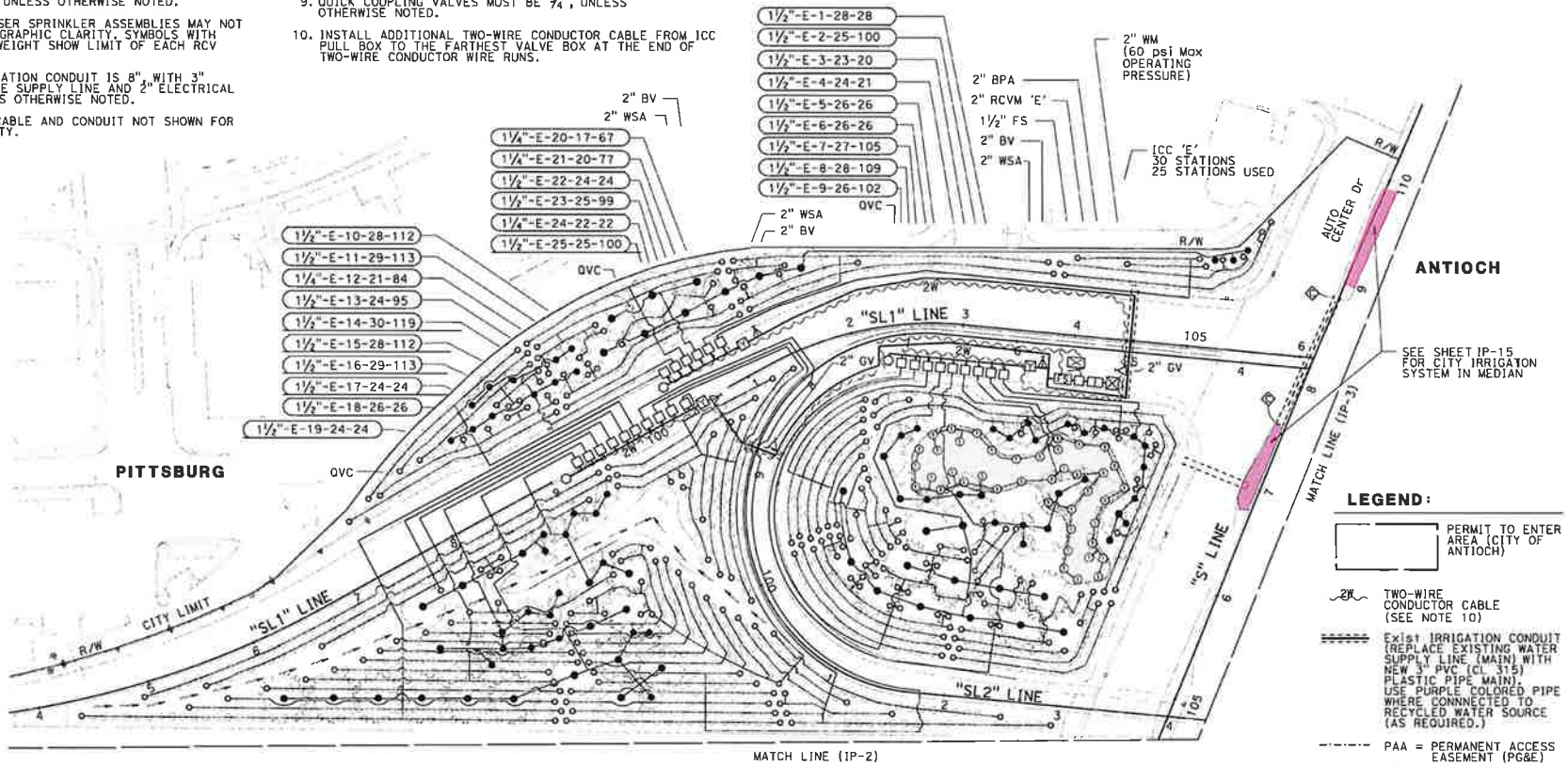
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

IRRIGATION NOTES:

1. IDENTIFY IRRIGATION SYSTEMS CONTROLLED BY ICC 'H' AND ICC 'I' FOR RECYCLED WATER USE.
2. PLASTIC PIPE (SUPPLY LINE) (MAIN) IS 2" PVC (CL 315), UNLESS OTHERWISE NOTED.
3. UNLABELED PLASTIC PIPE (SUPPLY LINE) (LATERAL FOR RISER AND TREE WELL SPRINKLER ASSEMBLIES) MUST BE SIZED IN ACCORDANCE WITH THE PIPE SIZING CHARTS UNLESS OTHERWISE NOTED.
4. SYMBOL FOR RISER SPRINKLER ASSEMBLIES MAY NOT BE SHOWN FOR GRAPHIC CLARITY. SYMBOLS WITH HEAVIER LINE WEIGHT SHOW LIMIT OF EACH RCV HYDROZONE.
5. EXISTING IRRIGATION CONDUIT IS 8", WITH 3" IRRIGATION PIPE SUPPLY LINE AND 2" ELECTRICAL CONDUIT UNLESS OTHERWISE NOTED.
6. FLOW SENSOR CABLE AND CONDUIT NOT SHOWN FOR GRAPHIC CLARITY.
7. MAINTAIN A MINIMUM SEPARATION OF 10 FEET HORIZONTAL AND 1 FOOT VERTICAL BETWEEN RECYCLED WATER IRRIGATION SUPPLY LINE AND POTABLE WATER SUPPLY LINE. RECYCLED WATER SUPPLY LINES MUST BE BELOW POTABLE WATER SUPPLY LINES AT TRAVERSE.
8. SEE LANDSCAPE DETAILS FOR RECYCLED WATER WARNING SIGNS, QUANTITIES AND MATERIALS SUMMARY.
9. QUICK COUPLING VALVES MUST BE ¾", UNLESS OTHERWISE NOTED.
10. INSTALL ADDITIONAL TWO-WIRE CONDUCTOR CABLE FROM ICC PULL BOX TO THE FARTHEST VALVE BOX AT THE END OF TWO-WIRE CONDUCTOR WIRE RUNS.



LEGEND:

- PERMIT TO ENTER AREA (CITY OF ANTIOCH)
- 2W TWO-WIRE CONDUCTOR CABLE (SEE NOTE 10)
- Exist IRRIGATION CONDUIT (REPLACE EXISTING WATER SUPPLY LINE (MAIN) WITH NEW 3" PVC (CL 315) PLASTIC PIPE MAIN). USE PURPLE COLORED PIPE WHERE CONNNECTED TO RECYCLED WATER SOURCE (AS REQUIRED.)
- PAA = PERMANENT ACCESS EASEMENT (PG&E)
- UE = UTILITY EASEMENT
- JUA = JOINT USE AGREEMENT

PLASTIC PIPE SIZING FOR RISER SPRINKLER ASSEMBLIES*

PIPE SIZE	NUMBERS OF BUBBLERS	GPM
¾"	1-32	0-8
1"	33-48	9-12
1¼"	49-88	13-22
1½"	89-120	23-30

*SEE IRRIGATION NOTE 3

PLASTIC PIPE SIZING FOR TREE WELL SPRINKLER ASSEMBLIES*

PIPE SIZE	NUMBERS OF BUBBLERS	GPM
¾"	1-8	0-8
1"	9-12	9-12
1¼"	13-22	13-22
1½"	23-30	23-30

*SEE IRRIGATION NOTE 3

APPROVED FOR IRRIGATION WORK ONLY

EXHIBIT C
SHEET 25 OF 42

IRRIGATION PLAN

SCALE: 1" = 50'

IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

REV. DATE 12-01-17 | DATE PLOTTED => 29-APR-2024 | TIME PLOTTED => 15:25

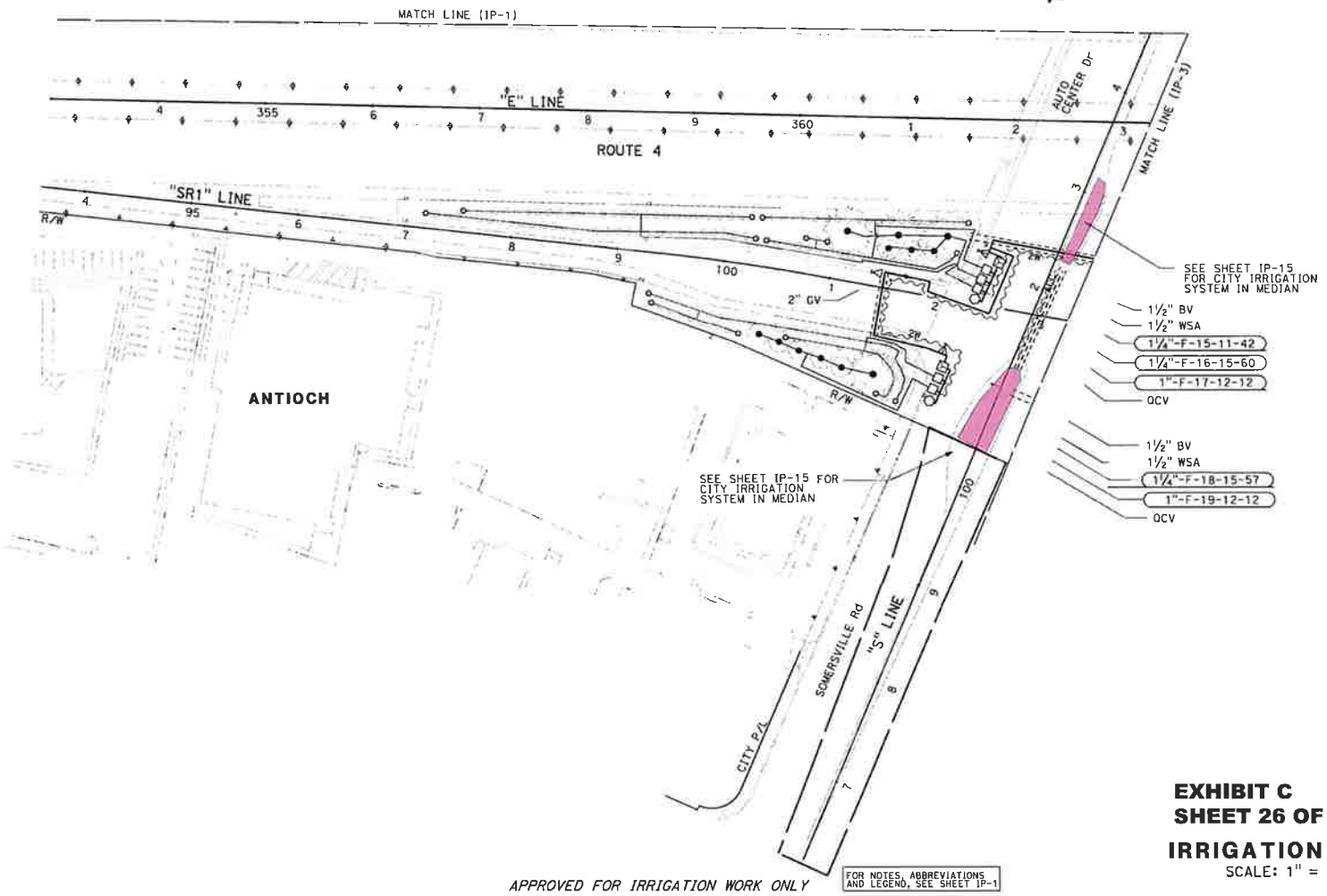
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	33	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.



APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

EXHIBIT C
SHEET 26 OF 42

IRRIGATION PLAN

SCALE: 1" = 50'

IP-2

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Caltrans LANDSCAPE ARCHITECTURE

LAST REVISION 12-01-17 | DATE PLOTTED => 29-APR-2024 | TIME PLOTTED => 13:28

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 | DGN FILE => 04160003826p002.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	34	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

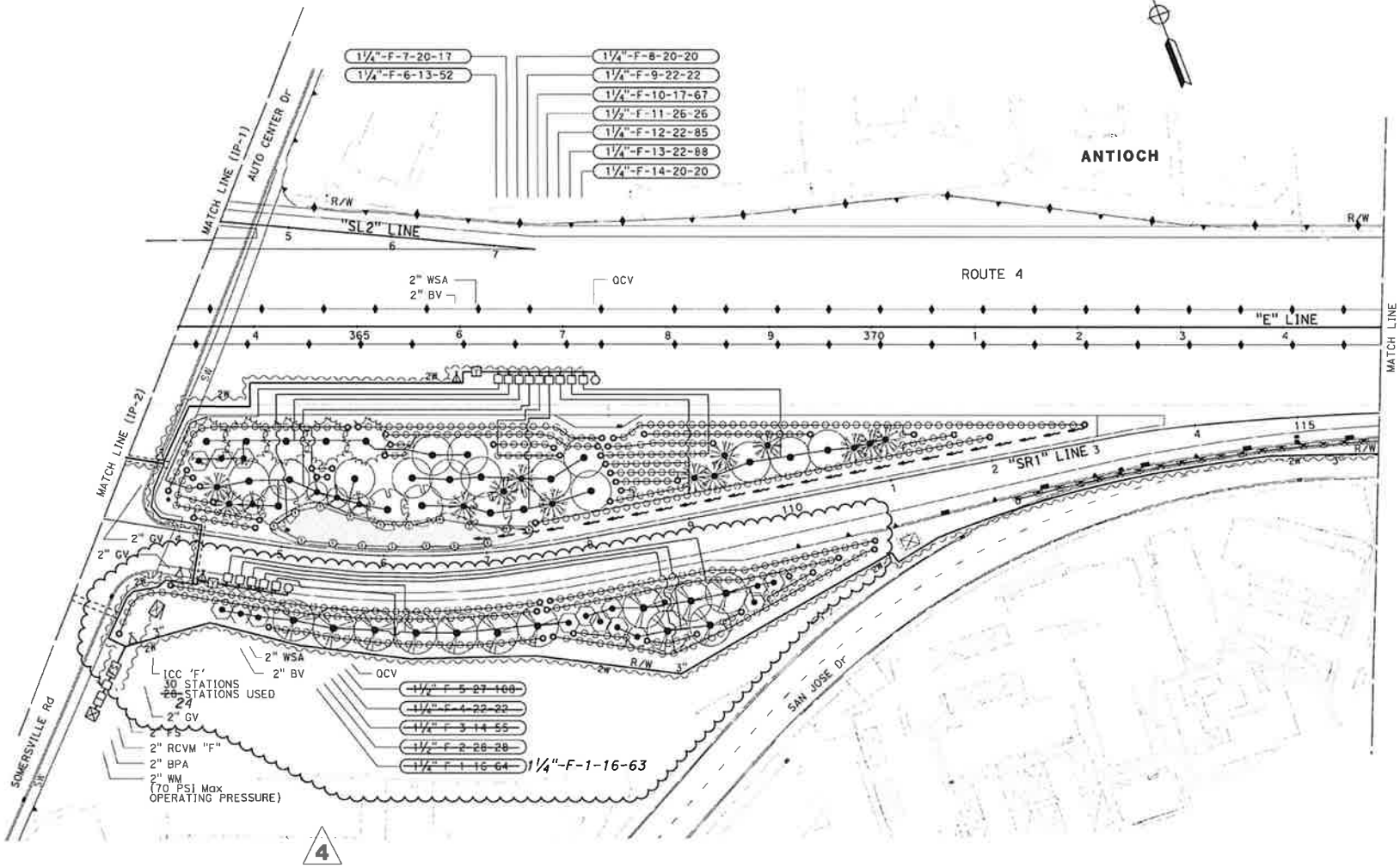


EXHIBIT C
SHEET 27 OF 42

IRRIGATION PLAN
SCALE: 1" = 50'

IP-3

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

LAST REVISION DATE PLOTTED => 19-JUN-2024
TIME PLOTTED => 15:26
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => g145298 DGN FILE => 04160003821sp003.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	35	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

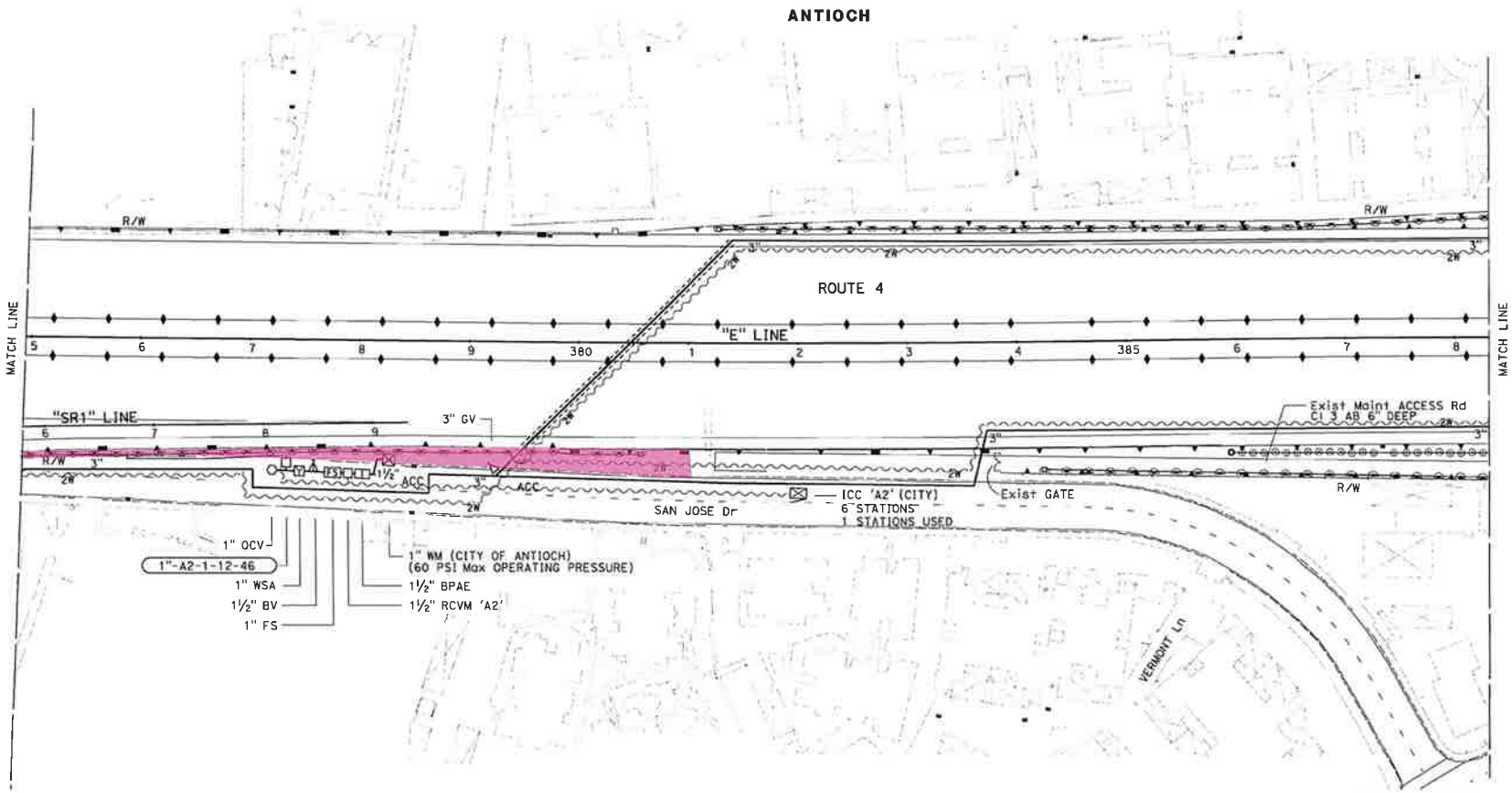


EXHIBIT C
SHEET 28 OF 42
IRRIGATION PLAN
SCALE: 1" = 50'
IP-4

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 13:28
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 04160003821sp004.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	36	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT
RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

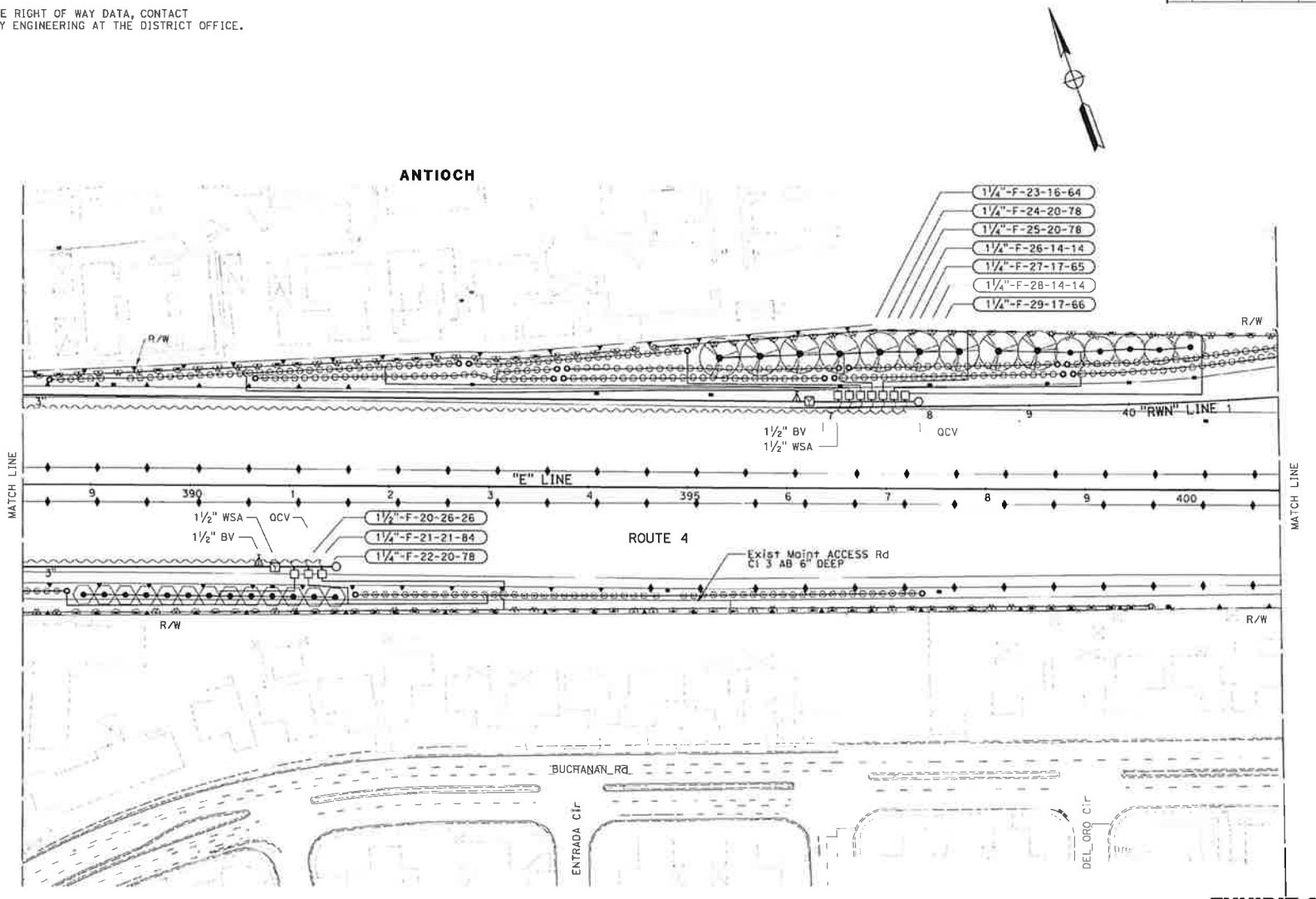


EXHIBIT C
SHEET 29 OF 42

IRRIGATION PLAN
SCALE: 1" = 50'

IP-5

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-JUN-2024
TIME PLOTTED => 15:28
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 04160003821sp009.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	37	106

NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

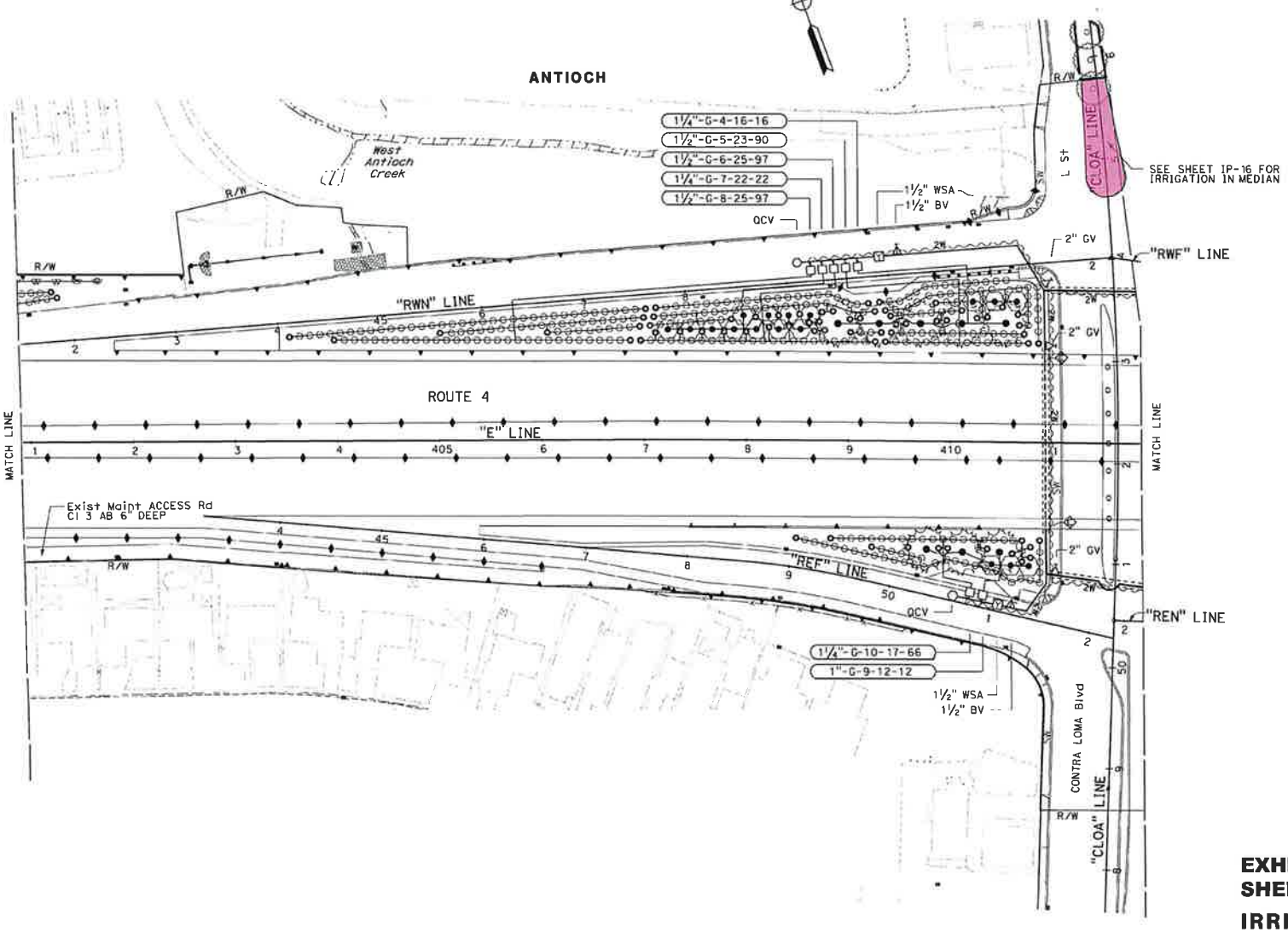


EXHIBIT C
SHEET 30 OF 42
IRRIGATION PLAN
SCALE: 1" = 50'
IP-6

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:26
LAST REVISION 12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 0416000382sp006.dvd | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	38r	

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

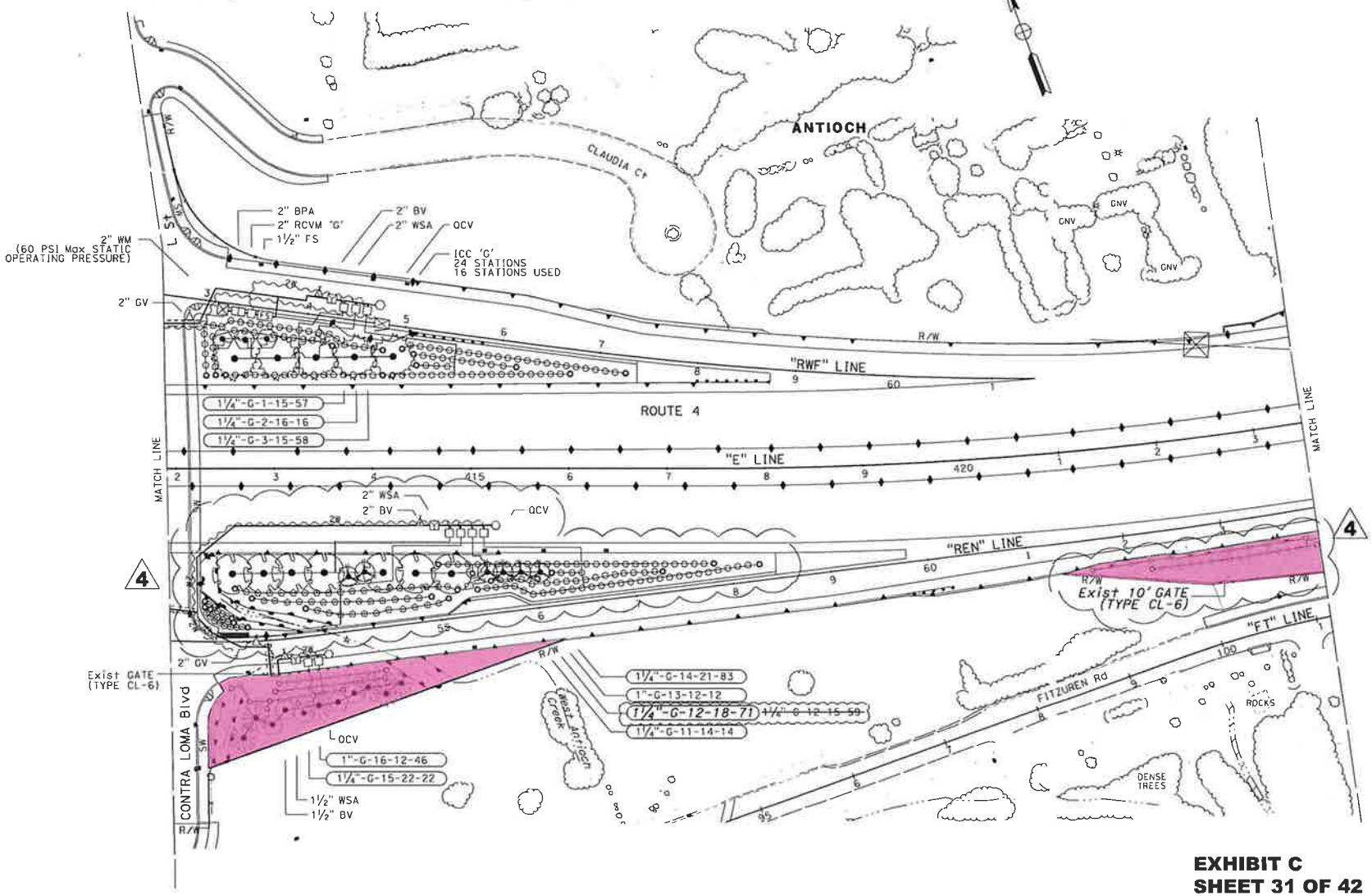


EXHIBIT C
SHEET 31 OF 42
IRRIGATION PLAN
SCALE: 1" = 50'
IP-7r

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:26
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 04160003821sp001r2.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

DIst	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	39r	

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

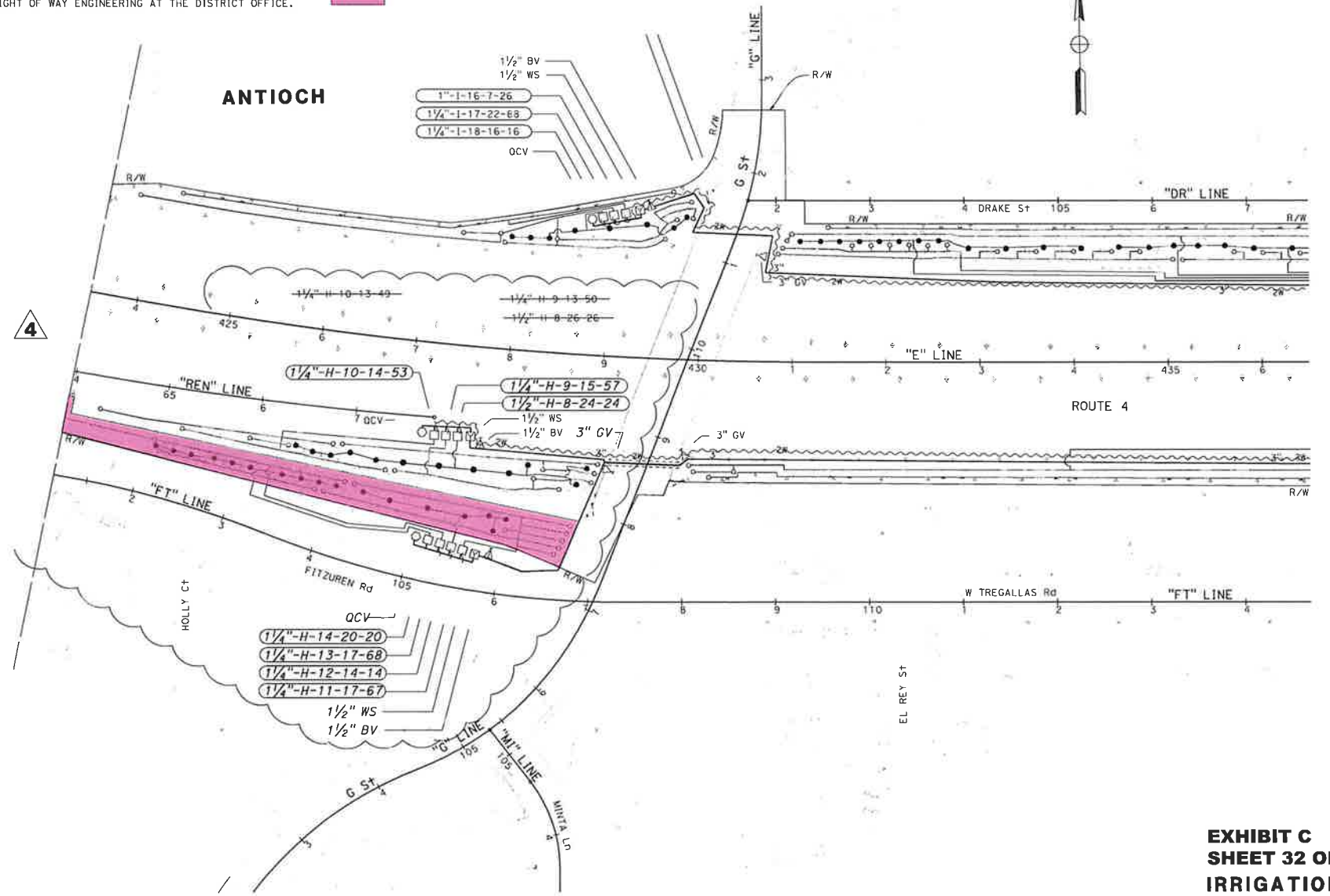


EXHIBIT C
SHEET 32 OF 42
IRRIGATION PLAN

SCALE: 1" = 50'

IP-8r

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:26

12-01-17 REVISION

BORDER LAST REVISED 7/2/2010

USERNAME => s145298
DGN FILE => 04160003821sp008r2.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 0790

PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	40	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

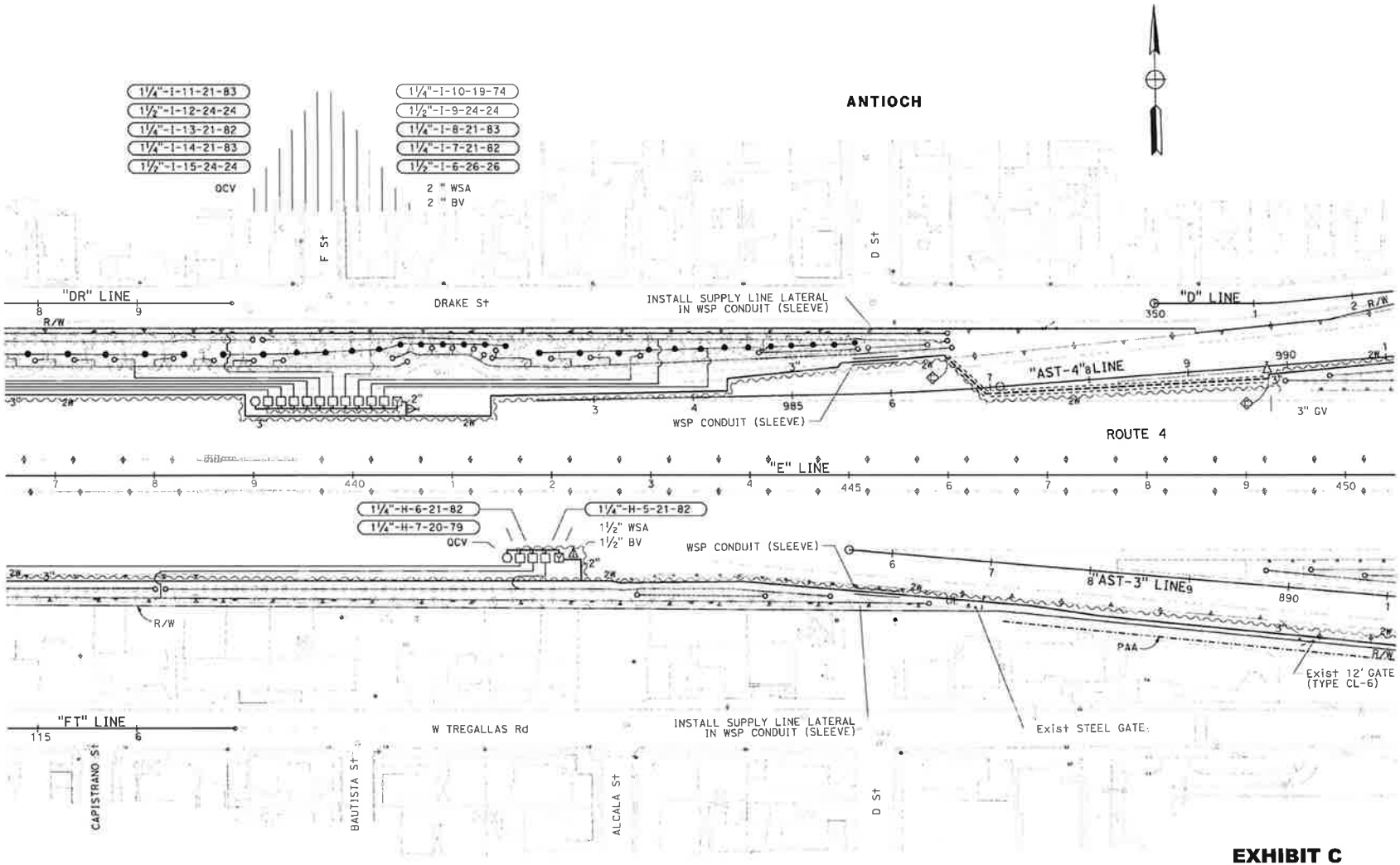


EXHIBIT C
SHEET 33 OF 42

IRRIGATION PLAN

SCALE: 1" = 50'

IP-9

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

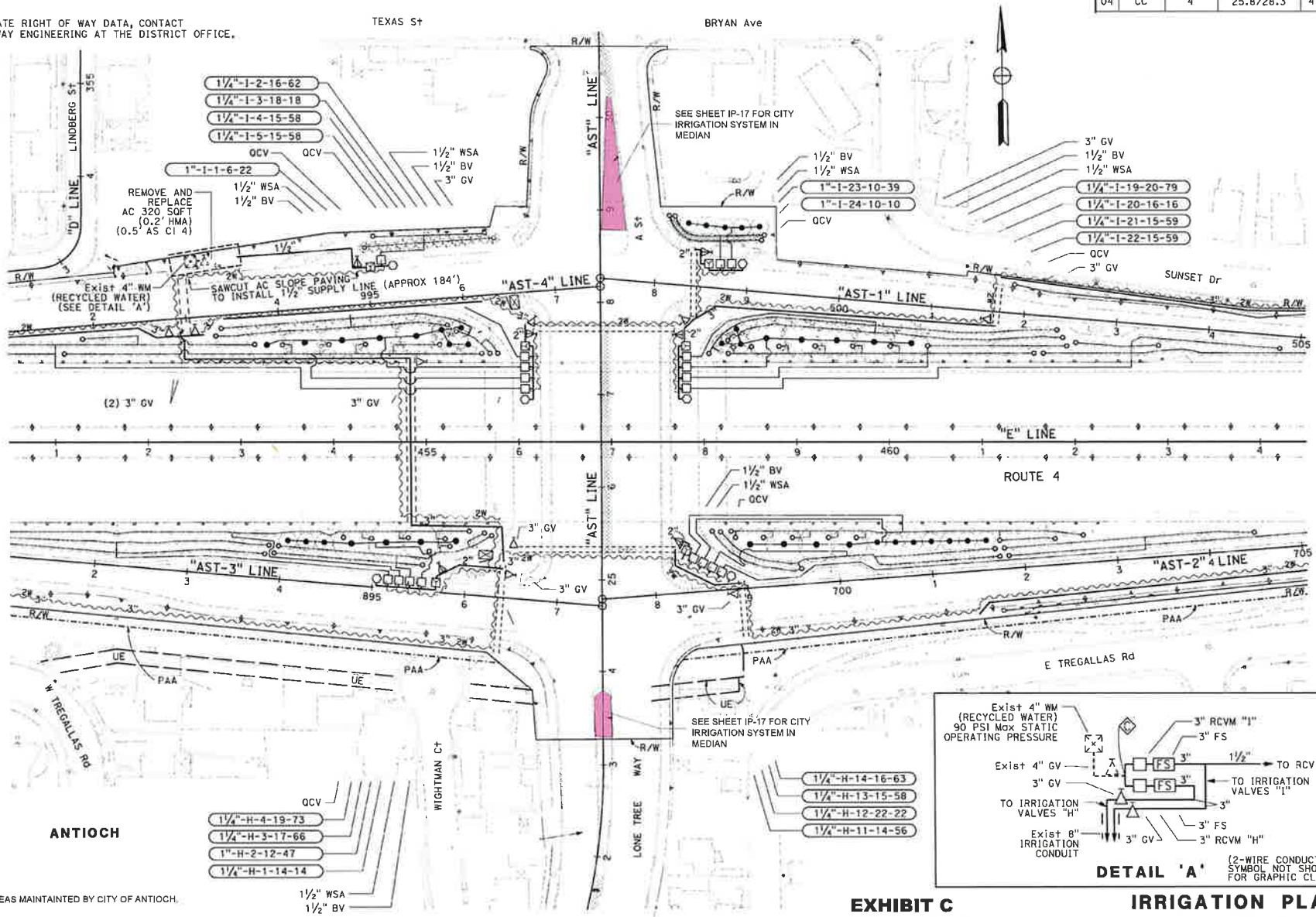
DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 13:12
12-01-17

BORDER LAST REVISED 1/2/2010 | USERNAME => s145298 DGN FILE => 04160003821sp009.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	41	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

EXHIBIT C
SHEET 34 OF 42

APPROVED FOR IRRIGATION WORK ONLY

IRRIGATION PLAN

SCALE: 1" = 50'

IP-10

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:21
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 04160003821sp010.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	42	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH

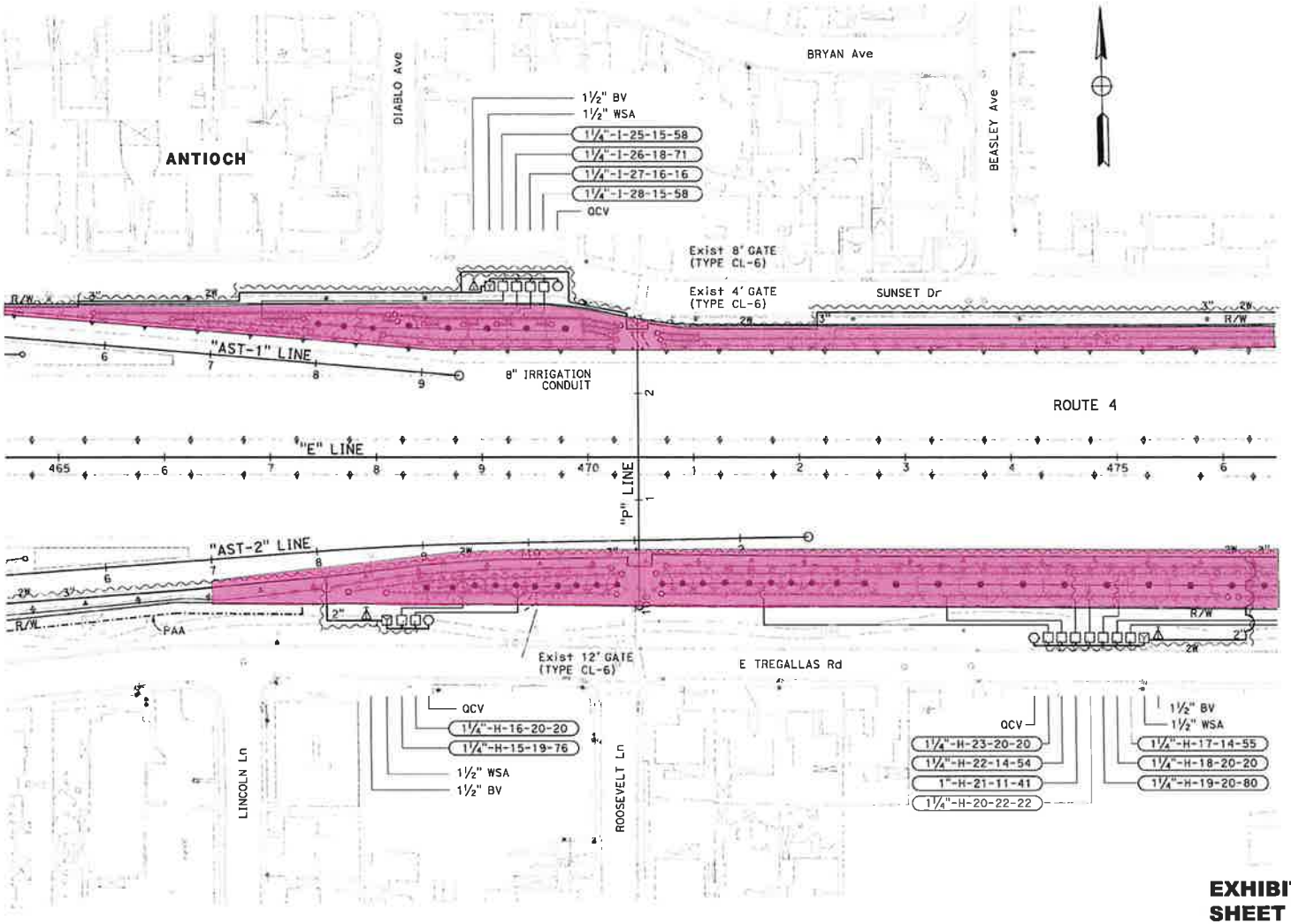


EXHIBIT C
SHEET 35 OF 42

IRRIGATION PLAN

SCALE: 1" = 50'

IP-11

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:12
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 04160003821ap011.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

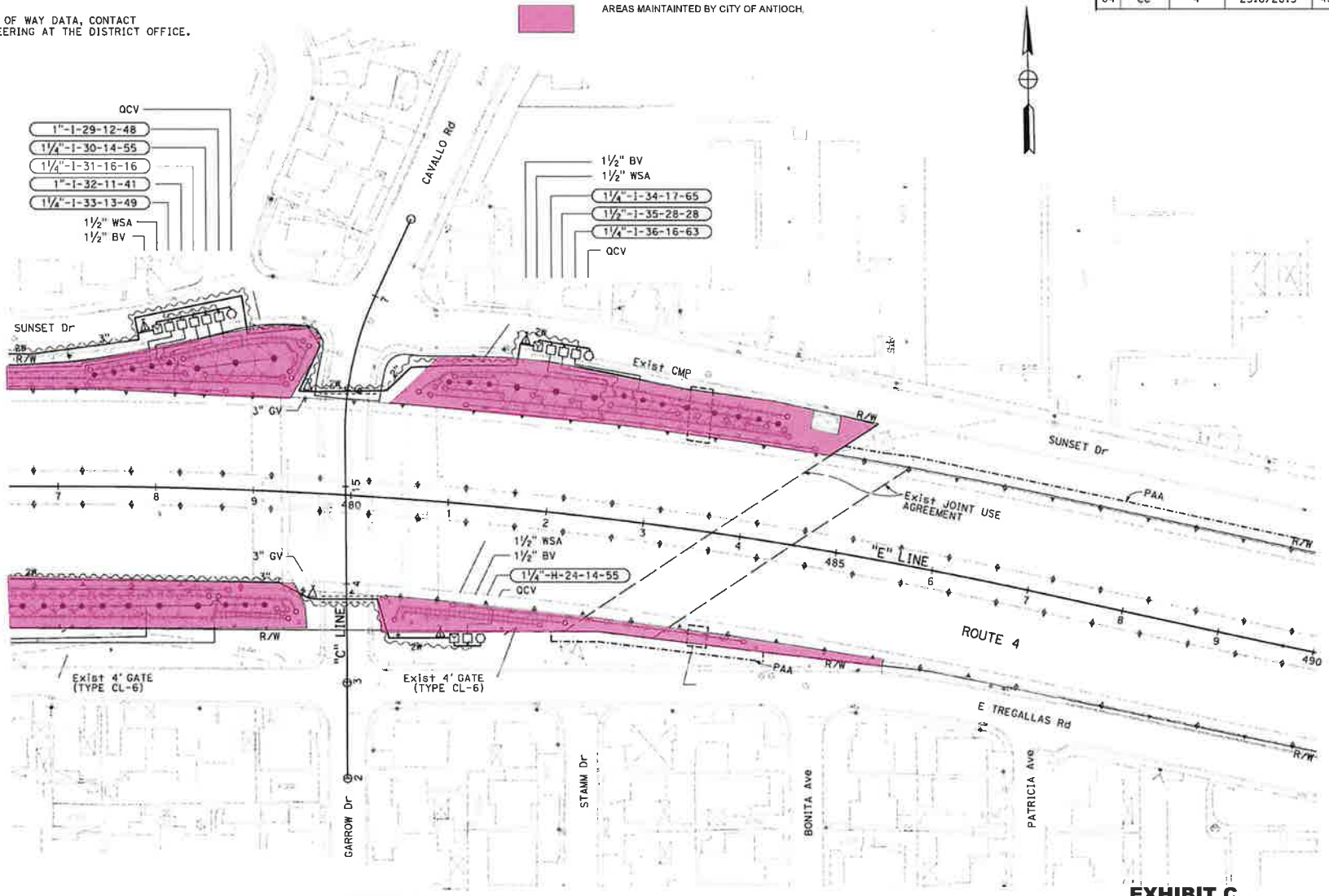
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	43	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.



ANTIOCH

EXHIBIT C
SHEET 36 OF 42

IRRIGATION PLAN

SCALE: 1" = 50'

IP-12

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:42

BORDER LAST REVISED 7/2/2010

USERNAME => s145298
DGN FILE => 04160003821sp012.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 0790

PROJECT NUMBER & PHASE 04160003821

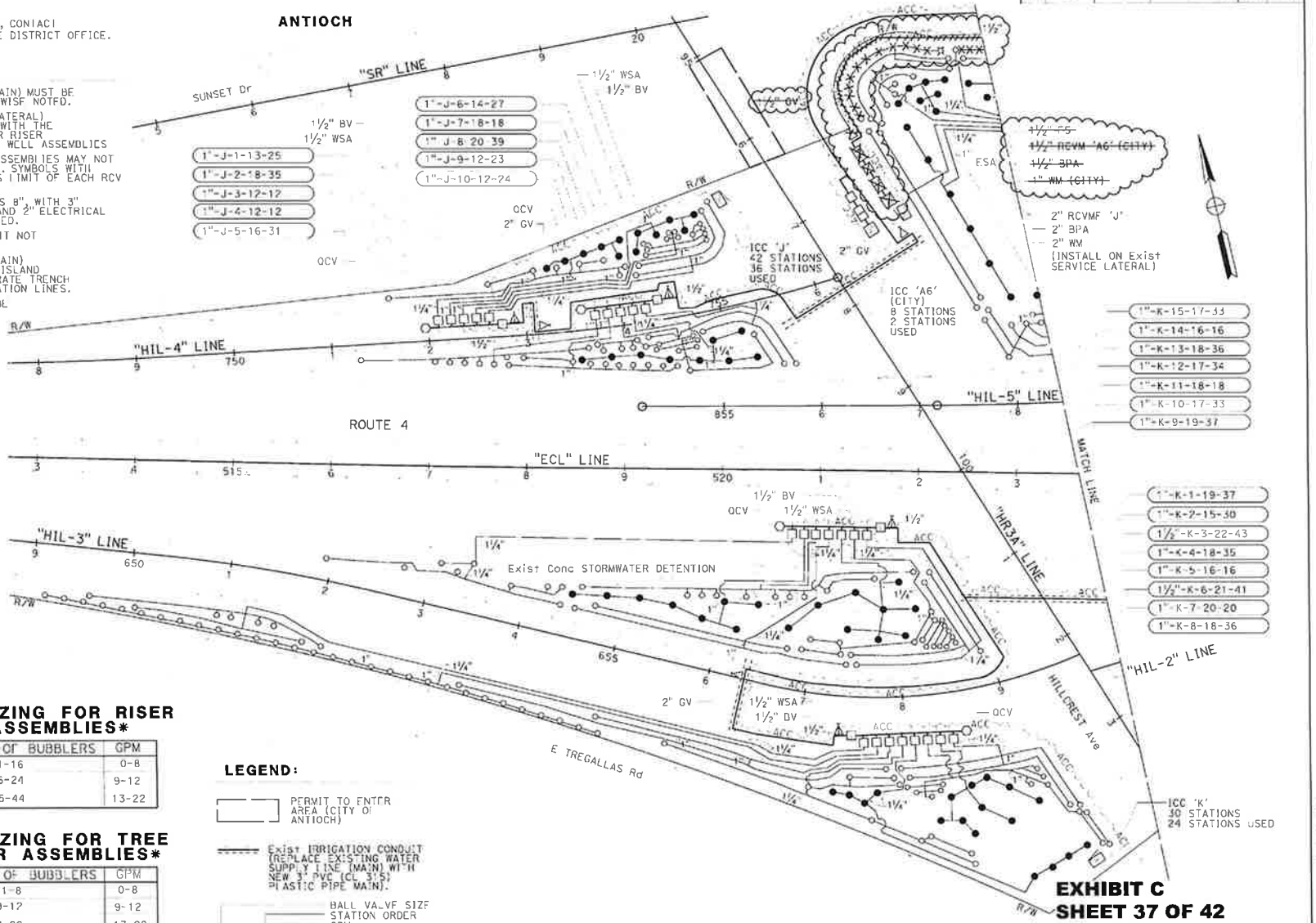
DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	15	67

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

IRRIGATION NOTES:

1. PLASTIC PIPE (SUPPLY LINE) (MAIN) MUST BE 2" PVC (SCH 40), UNLESS OTHERWISE NOTED.
2. PLASTIC PIPE (SUPPLY LINE) (LATERAL) MUST BE SIZED IN ACCORDANCE WITH THE PLASTIC PIPE SIZING TABLE FOR RISER SPRINKLER ASSEMBLIES OR TREE WELL ASSEMBLIES
3. SYMBOL FOR RISER SPRINKLER ASSEMBLIES MAY NOT BE SHOWN FOR GRAPHIC CLARITY. SYMBOLS WITH HEAVIER LINE WEIGHT INDICATES LIMIT OF EACH RCV HYDROZONE.
4. EXISTING IRRIGATION CONDUIT IS 8", WITH 3" IRRIGATION PIPE SUPPLY LINE AND 2" ELECTRICAL CONDUIT UNLESS OTHERWISE NOTED.
5. FLOW SENSOR CABLE AND CONDUIT NOT SHOWN FOR GRAPHIC CLARITY.
6. PLASTIC PIPE (SUPPLY LINE) (MAIN) FOR CITY OF ANTIOCH MEDIAN ISLAND MUST BE INSTALLED IN A SEPARATE TRENCH FROM DEPARTMENT-OWNED IRRIGATION LINES.
7. QUICK COUPLING VALVES MUST BE 3/4", UNLESS OTHERWISE NOTED.
8. PLASTIC PIPE (SUPPLY LINES) MUST NOT BE INSTALLED OVER CONC STORMWATER DETENTION MODULES.



PLASTIC PIPE SIZING FOR RISER SPRINKLER ASSEMBLIES*

PIPE SIZE	NUMBERS OF BUBBLERS	GPM
3/4"	1-16	0-8
1"	16-24	9-12
1¼"	25-44	13-22

*SEE IRRIGATION NOTE 2

PLASTIC PIPE SIZING FOR TREE WELL SPRINKLER ASSEMBLIES*

PIPE SIZE	NUMBERS OF BUBBLERS	GPM
3/4"	1-8	0-8
1"	9-12	9-12
1¼"	13-22	13-22
1½"	23-30	23-30

*SEE IRRIGATION NOTE 2

LEGEND:

PERMIT TO ENTER AREA (CITY OF ANTIOCH)

Exist IRRIGATION CONDUIT (REPLACE EXISTING WATER SUPPLY LINE (MAIN) WITH NEW 3" PVC (CL 315) PLASTIC PIPE MAIN).

BALL VALVE SIZE
STATION ORDER
GPM
QUANTITY OF SPRINKLERS

1½"-BV-1-24-24

APPROVED FOR IRRIGATION WORK ONLY

EXHIBIT C
SHEET 37 OF 42

IRRIGATION PLAN

SCALE: 1" = 50' **IP-13**

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans · LANDSCAPE ARCHITECTURE

DATE PLOTTED 09-18-18
TIME PLOTTED

USERNAME
DGN FILE

UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

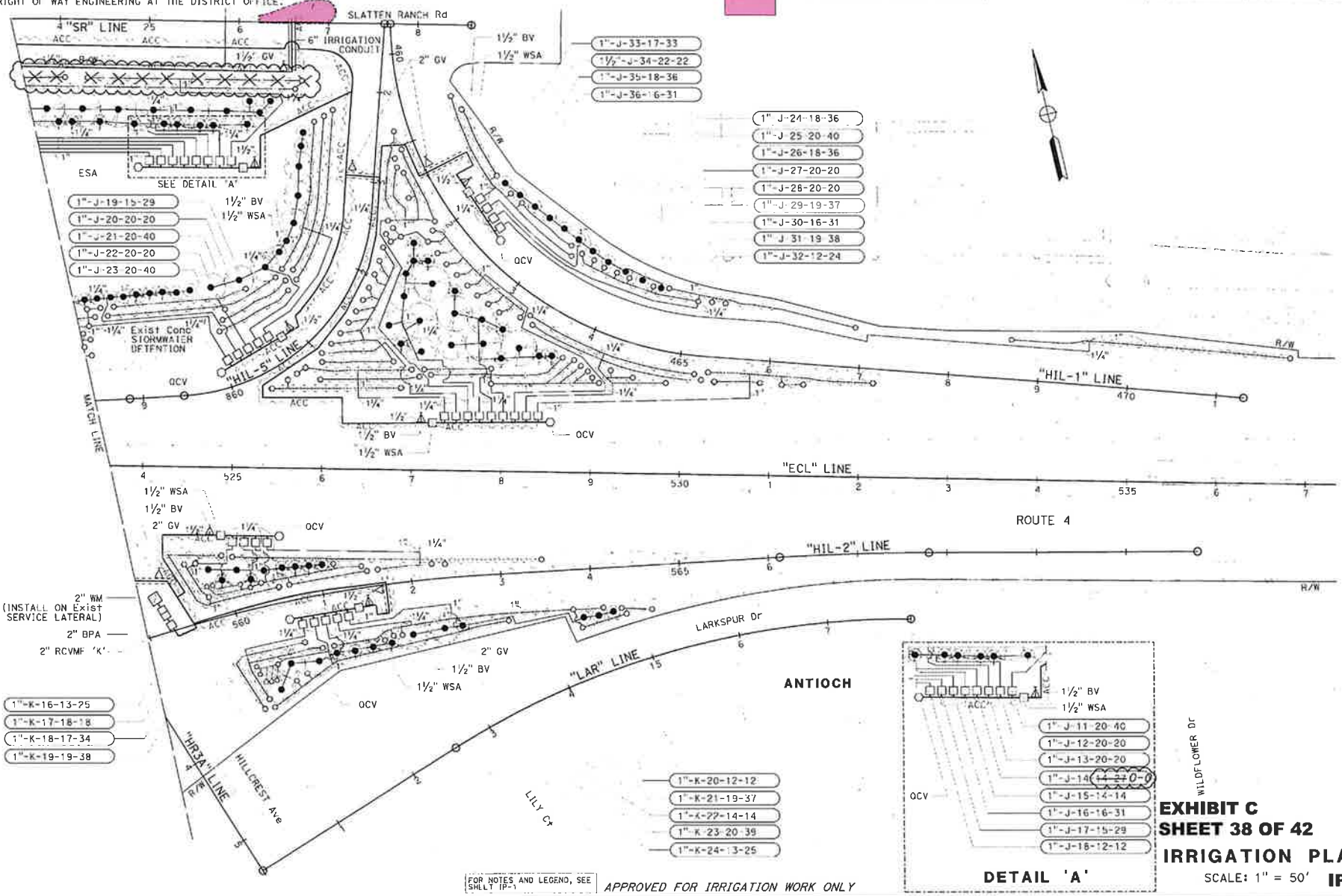
NOTE:
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

SEE SHEET IP-18 FOR CITY IRRIGATION SYSTEM IN MEDIAN

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	16	67



FOR NOTES AND LEGEND, SEE SHEET IP-1

APPROVED FOR IRRIGATION WORK ONLY

EXHIBIT C
SHEET 38 OF 42
IRRIGATION PLAN
SCALE: 1" = 50'
IP-14

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 09-18-18
TIME PLOTTED => 1:41

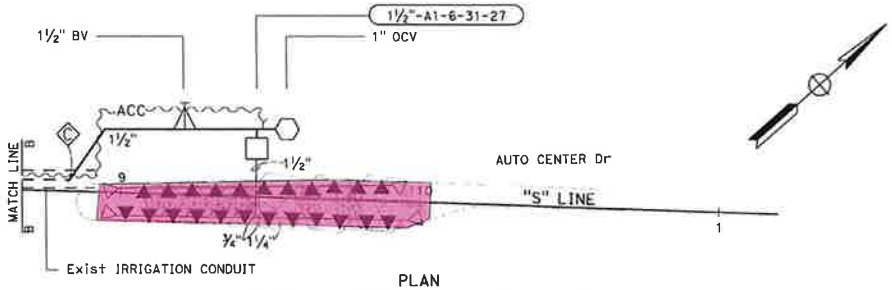
USERNAME =>
DGN FILE =>

UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	44	106

NOTE:

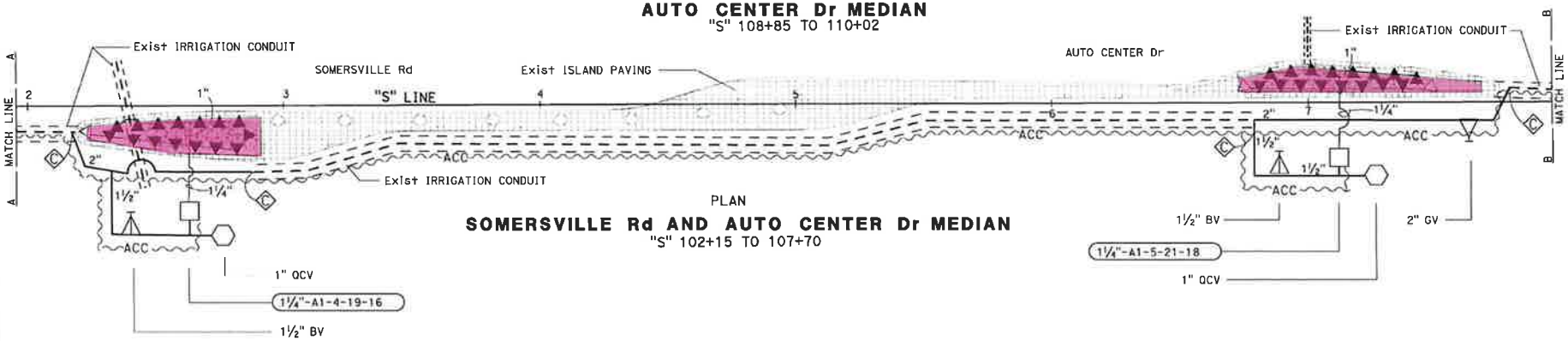
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.



PLAN

AUTO CENTER Dr MEDIAN

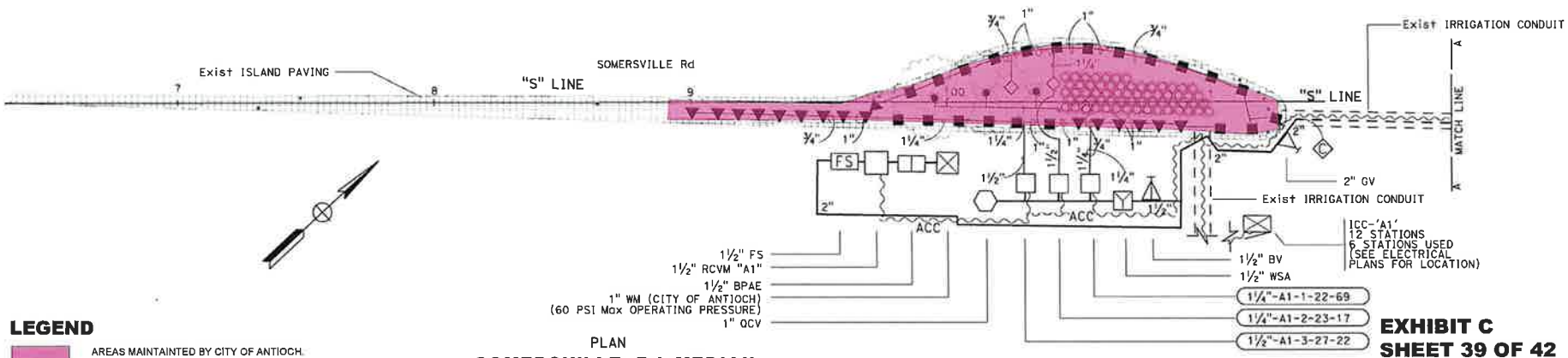
"S" 108+85 TO 110+02



PLAN

SOMERSVILLE Rd AND AUTO CENTER Dr MEDIAN

"S" 102+15 TO 107+70



PLAN

SOMERSVILLE Rd MEDIAN

"S" 96+36 TO 101+32

LEGEND

AREAS MAINTAINED BY CITY OF ANTIOCH.

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

EXHIBIT C
SHEET 39 OF 42

IRRIGATION PLAN

SCALE: 1" = 20'

IP-15

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

G·Gibbs LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-JUN-2024
TIME PLOTTED => 15:27
12-01-17

BORDER LAST REVISED 1/2/2010

USERNAME => s145298
DGN FILE => 0416000382sp013.dgn

RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3

UNIT 0790

PROJECT NUMBER & PHASE 04160003821

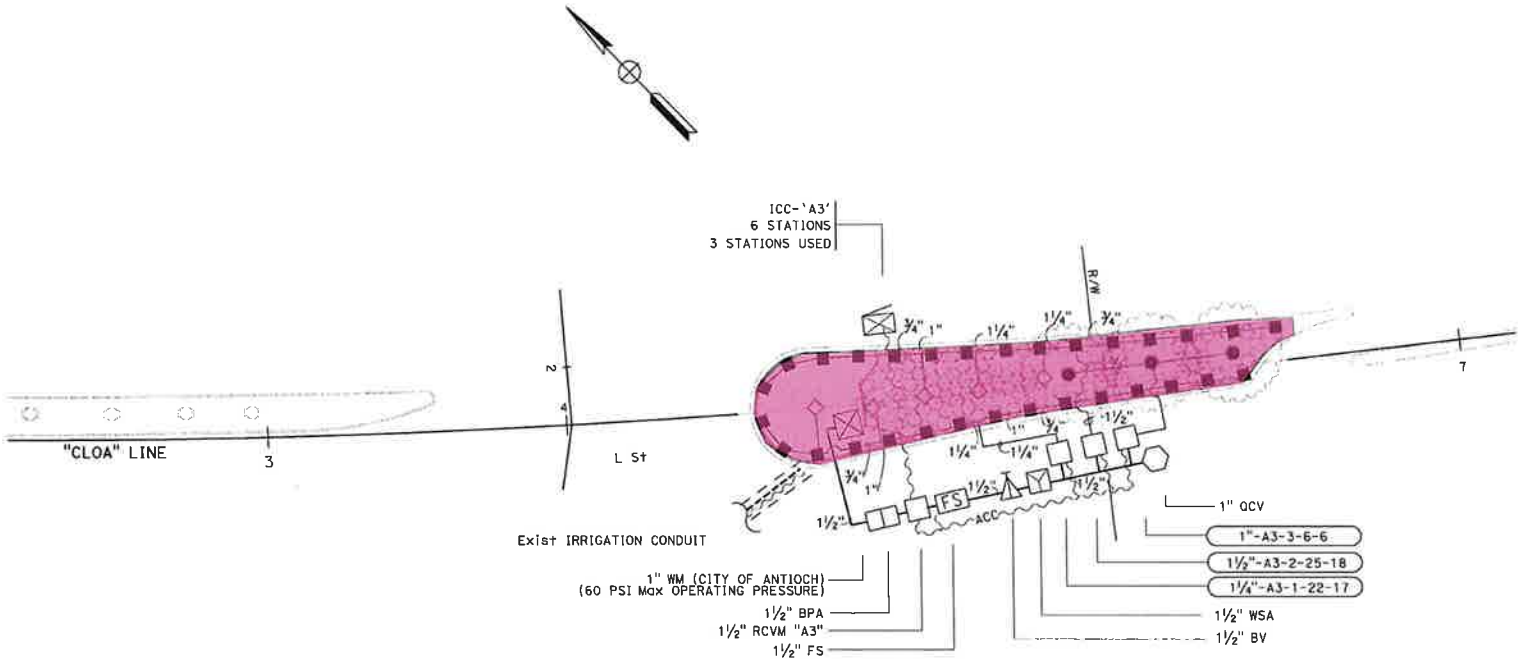
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	45	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.



PLAN

L St MEDIAN

"CLOA" 54+61 TO 56+42

EXHIBIT C
SHEET 40 OF 42

IRRIGATION PLAN

SCALE: 1" = 20' **IP-16**

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

Gibbons LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:27

12-01-17

BORDER LAST REVISED 1/2/2010 | USERNAME => s145298 DGN FILE => 04160003821ap014.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

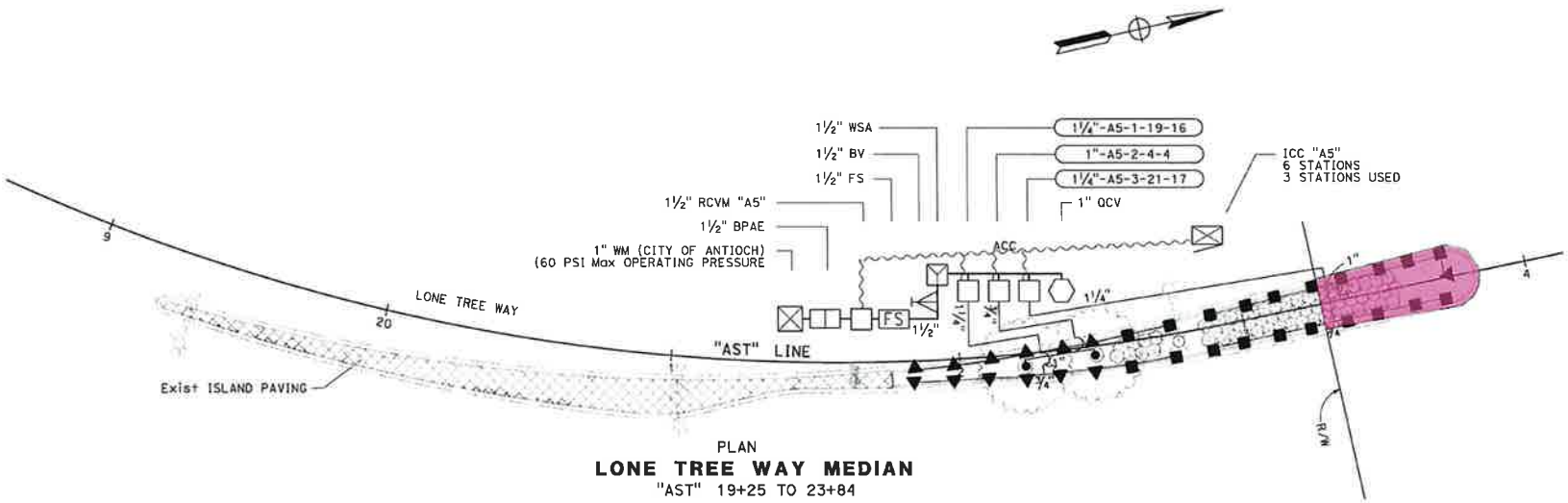
Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET No.	TOTAL SHEETS
04	CC	4	25.8/28.3	46	106

NOTE:

FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

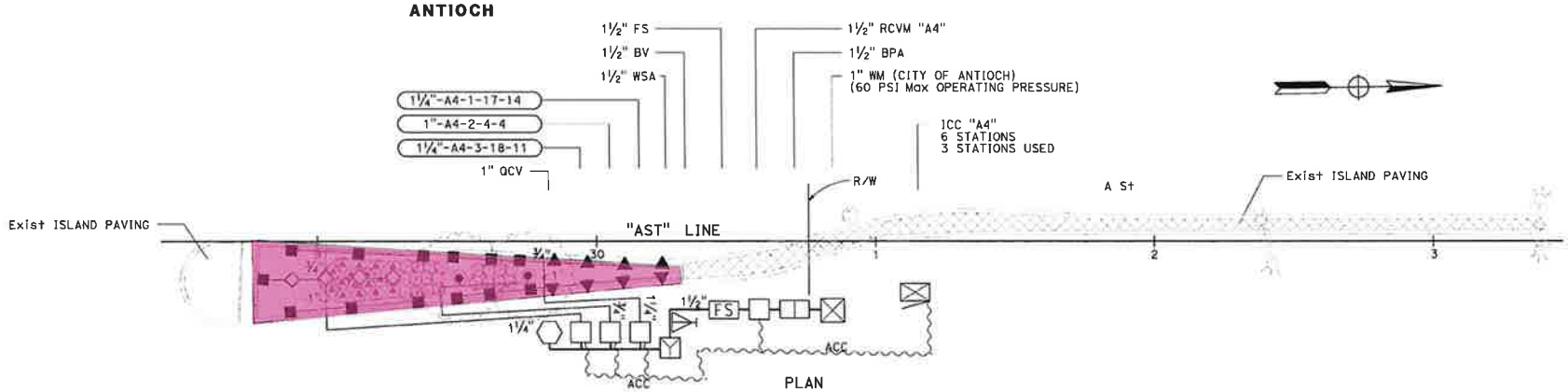


PLAN

LONE TREE WAY MEDIAN

"AST" 19+25 TO 23+84

ANTIOCH



PLAN

A St MEDIAN

"AST" 28+51 TO 33+40

EXHIBIT C
SHEET 41 OF 42

IRRIGATION PLAN

SCALE: 1" = 20'

IP-17

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES, ABBREVIATIONS AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans LANDSCAPE ARCHITECTURE

DATE PLOTTED => 29-APR-2024
TIME PLOTTED => 15:27
12-01-17

BORDER LAST REVISED 7/2/2010 | USERNAME => s145298 DGN FILE => 04160003821sp015.dgn | RELATIVE BORDER SCALE IS IN INCHES 0 1 2 3 | UNIT 0790 | PROJECT NUMBER & PHASE 04160003821

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
04	CC	4	R28.7/R31.0	19	67

NOTE:

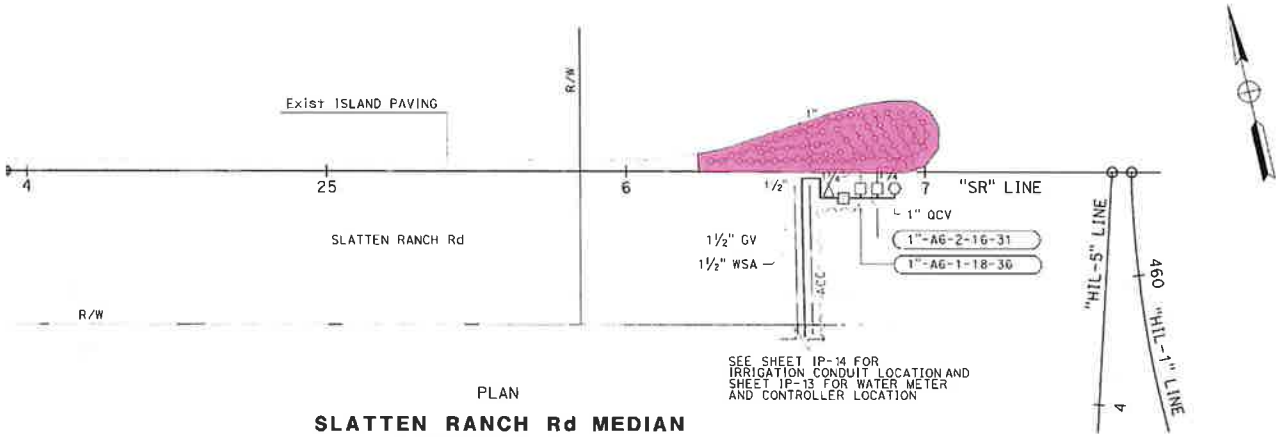
FOR ACCURATE RIGHT OF WAY DATA, CONTACT RIGHT OF WAY ENGINEERING AT THE DISTRICT OFFICE.

LEGEND

AREAS MAINTAINTED BY CITY OF ANTIOCH.

IRRIGATION NOTE:

1. COMPLY WITH CITY OF ANTIOCH DETAILS FOR IRRIGATION SYSTEM INSTALLATION. (THIS SHEET)



PLAN

SLATTEN RANCH Rd MEDIAN

"SR" 26+24 TO 27+05

EXHIBIT C
SHEET 42 OF 42
IRRIGATION PLAN

SCALE: 1" = 20' **IP-18**

APPROVED FOR IRRIGATION WORK ONLY

FOR NOTES AND LEGEND, SEE SHEET IP-1

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
Caltrans · LANDSCAPE ARCHITECTURE

BORDER LAST REVISED 7/2/2010 | USERNAME => | DGN FILE => | RELATIVE BORDER SCALE IS IN INCHES | UNIT 0790 | PROJECT NUMBER & PHASE 04160003831

09-18-18 DATE PLOTTED => TIME PLOTTED =>

ATTACHMENT "C"

04-CC-4-PM 25.0/R29.5
In the City of Antioch
From 160 ft West of Century Blvd
To 0.6 mi East of Hillcrest Avenue

FREEWAY AGREEMENT

THIS AGREEMENT, made and entered into on this 24th day of May, 2011, by and between the STATE OF CALIFORNIA acting by and through the Department of Transportation (herein referred to as "STATE"), and the City of Antioch (herein referred to as "CITY"),

WITNESSETH:

WHEREAS, the highway described above has been declared freeway by Resolution of the California Highway Commission on May 18, 1949; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated March 1, 1965, relating to that portion of State Highway Route 4 from the west city limits to the east city limits; and

WHEREAS, STATE and County of Contra Costa have entered into a Freeway Agreement dated January 5, 1966, relating to that portion of State Highway Route 4 from 0.3 mile East of "A" Street and State Highway Route 160; and

WHEREAS, CITY has subsequently annexed certain areas including portions of such freeway covered by said Freeway Agreement dated January 5, 1966, with County of Contra Costa; and

WHEREAS, STATE and CITY have entered into a Freeway Agreement dated September 13, 1994, relating to that portion of State Highway Route 4 from Standard Oil Avenue to 0.5 mile east of Somersville Road; and

WHEREAS, a revised plan map for such freeway has been prepared showing the proposed plan of the STATE as it affects streets of the CITY; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new Freeway Agreement in accordance with the revised plan of said freeway;

NOW, THEREFORE, IT IS AGREED:

1. This Agreement supersedes that in their entireties of said Freeway Agreements related to State Highway Route 4 dated March 1, 1965, January 5, 1966, and September 13, 1994.

2. CITY agrees and consents to the closing of CITY roads, relocation of CITY roads, construction of frontage roads and other local roads, and other construction affecting CITY

roads, all as shown on the plan map attached hereto, marked Exhibit A, and made a part hereof by reference.

3. The obligations of STATE and CITY with respect to the funding and construction of the freeway project will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto, or Encroachment Permits issued to CITY. The parties responsible for the construction of the freeway shall make any changes affecting CITY roads only in accordance with the plan map attached hereto, marked Exhibit A.

4. The obligations of STATE and CITY with respect to the acquisition of the rights of way required for the construction, reconstruction, or alteration of the freeway and CITY roads, frontage roads, and other local roads will always be dealt with in separate Cooperative Agreement(s) between the parties, and any amendments thereto or Encroachment Permits issued to CITY.

5. It is understood between the parties that the rights of way may be acquired in sections or units, and that both as to the acquisition of right of way and the construction of the freeway project, the obligations of STATE and CITY hereunder shall be carried out at such time and for such unit or units of the project as funds are budgeted and made lawfully available for such expenditures.

6. CITY will accept control and maintenance over each of the relocated or reconstructed CITY roads, any frontage roads, and other local roads constructed as part of the project, on receipt of written confirmation that the work thereon has been completed, except for any portion which is adopted by STATE as a part of the freeway proper. If acquired by STATE, CITY will accept title to the portions of such roads lying outside the freeway limits upon relinquishment by STATE.

7. This Agreement may be modified at any time by the mutual consent of the parties hereto, as needed to best accomplish, through STATE and CITY cooperation, the completion of the whole freeway project for the benefit of the people of the STATE and of the CITY.

8. Execution of this Freeway Agreement does not constitute STATE's approval of interchange design features. Design exceptions, as required, are subject to STATE's prior approval.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers.

STATE OF CALIFORNIA
Department of Transportation

MALCOLM DOUGHERTY
Acting Director of Transportation

By

TERRY L. ABBOTT
Chief Design Engineer

CITY OF ANTIOCH

JIM JAKEL
City Manager

APPROVED AS TO FORM:

Joann Georgellis
Attorney (State)

APPROVED AS TO FORM:

Lynn Tracy Nerland
City Attorney

RESOLUTION NO. 2011/37

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A FREEWAY AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION REGARDING THE STATE ROUTE 4 WIDENING PROJECT – FROM 160 FEET WEST OF CENTURY BOULEVARD TO 0.6 MILES EAST OF HILLCREST AVENUE (PROJECT 1407/3001)

WHEREAS, the State of California operating through its Department of Transportation has presented an agreement entitled "Freeway Agreement" that concerns State Route 4 Widening Project within the City of Antioch - from 160 feet west of Century Boulevard to 0.6 miles east of Hillcrest Avenue (Project 1407/3001); and

WHEREAS, the City Council has considered said agreement in full and is familiar with the contents thereof;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that said agreement is hereby approved and that the City Manager is hereby authorized and directed to sign said agreement between the City of Antioch and the State of California Department of Transportation regarding State Route 4 Widening Project within the City of Antioch - from 160 feet west of Century Boulevard to 0.6 miles east of Hillcrest Avenue (Project 1407/3001).

* * * * * * *

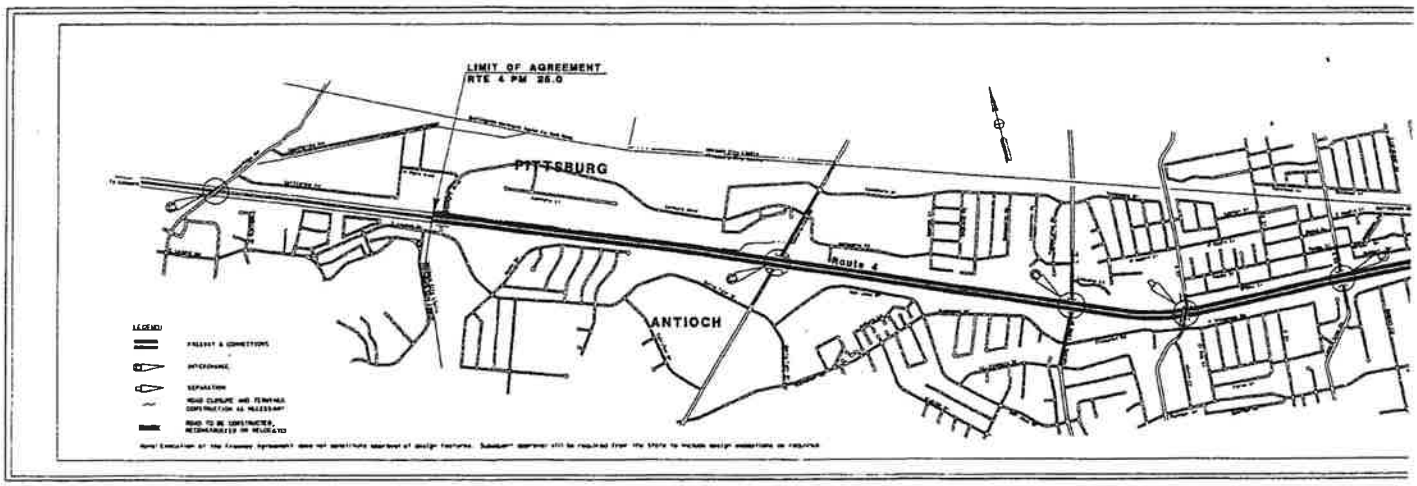
I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 24th day of May 2011, by the following vote:

AYES: Council Members Kalinowski, Harper, Rocha, Agopian and Mayor Davis

NOES: None

ABSENT: None

for **L. JOLENE MARTIN, City Clerk**


LIMIT OF AGREEMENT
RTE 4 PM 26.0
PITTSBURG
Route 4
ANTIOCH
LEGEND
PRESENT & CONNECTIONS
INTERCHANGE
SEPARATION
ROAD CLOSURE AND TERMINUS CONSTRUCTION AS NECESSARY
ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED

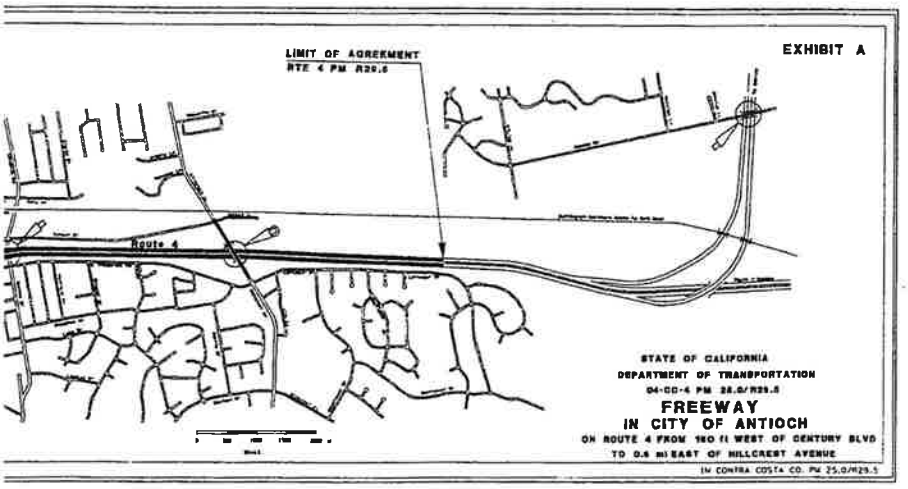
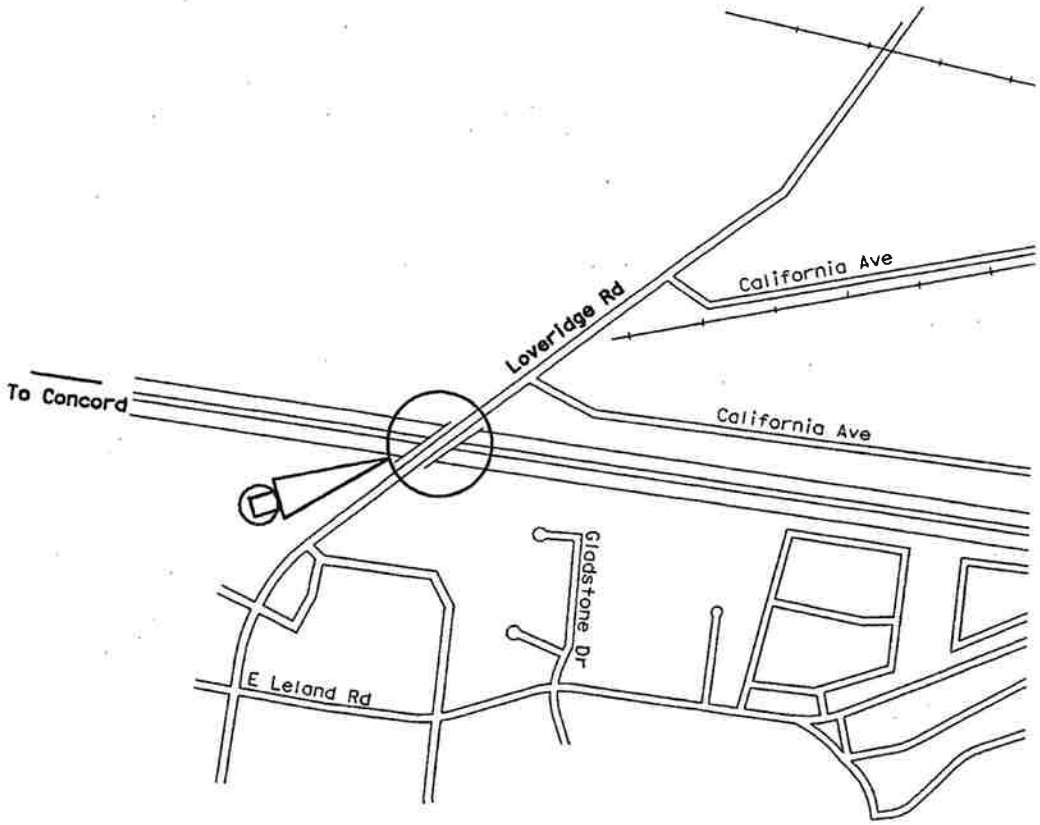


EXHIBIT A
LIMIT OF AGREEMENT
RTE 4 PM R29.5
Route 4
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
04-CC-4 PM 28.0/R29.5
FREEWAY
IN CITY OF ANTIOCH
ON ROUTE 4 FROM 160 ft WEST OF CENTURY BLVD
TO 0.5 mi EAST OF HILLCREST AVENUE
IN CONTRA COSTA CO. PM 25.0/R29.5



LEGEND:

FREEWAY & CONNECTIONS

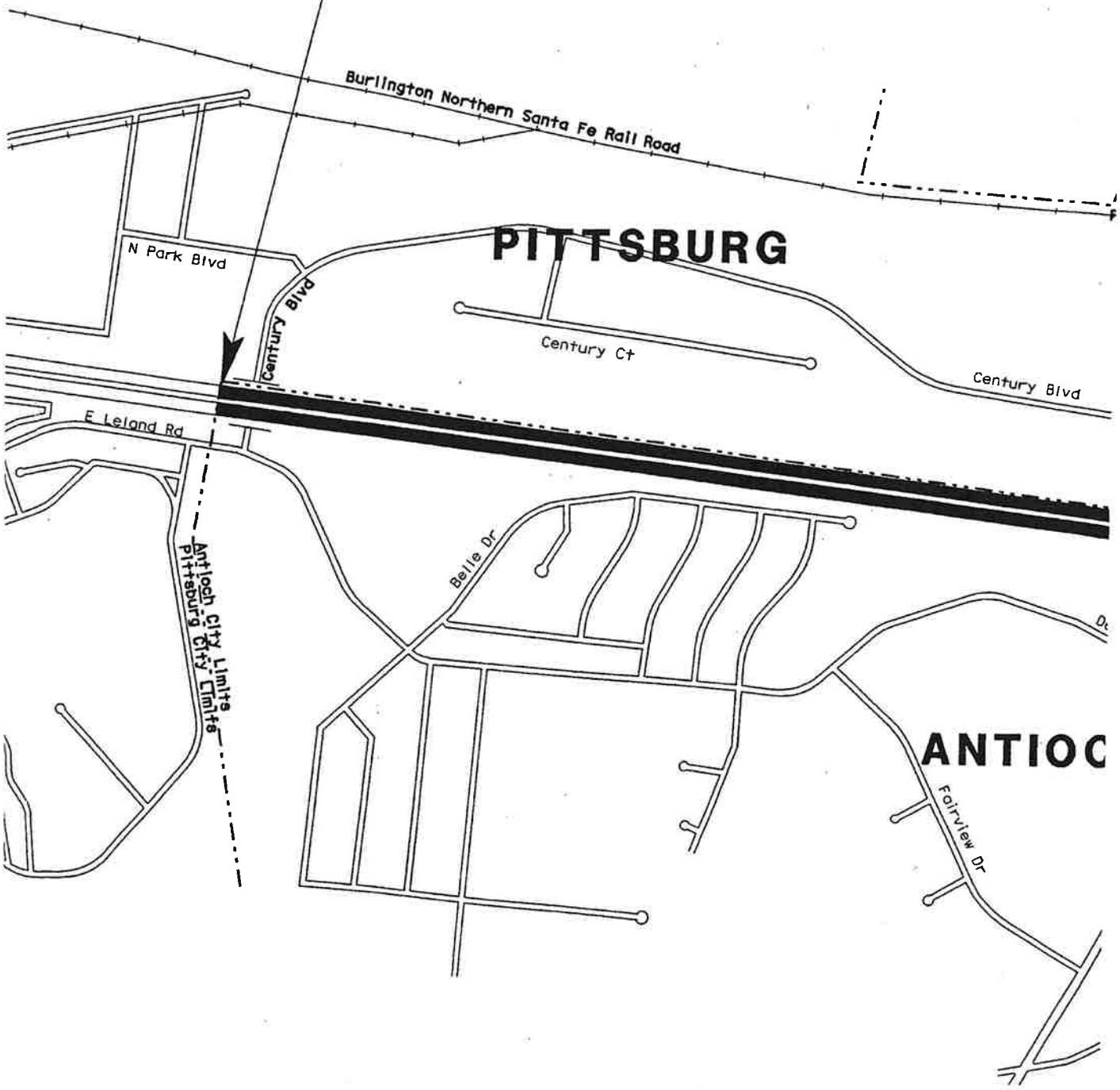
INTERCHANGE

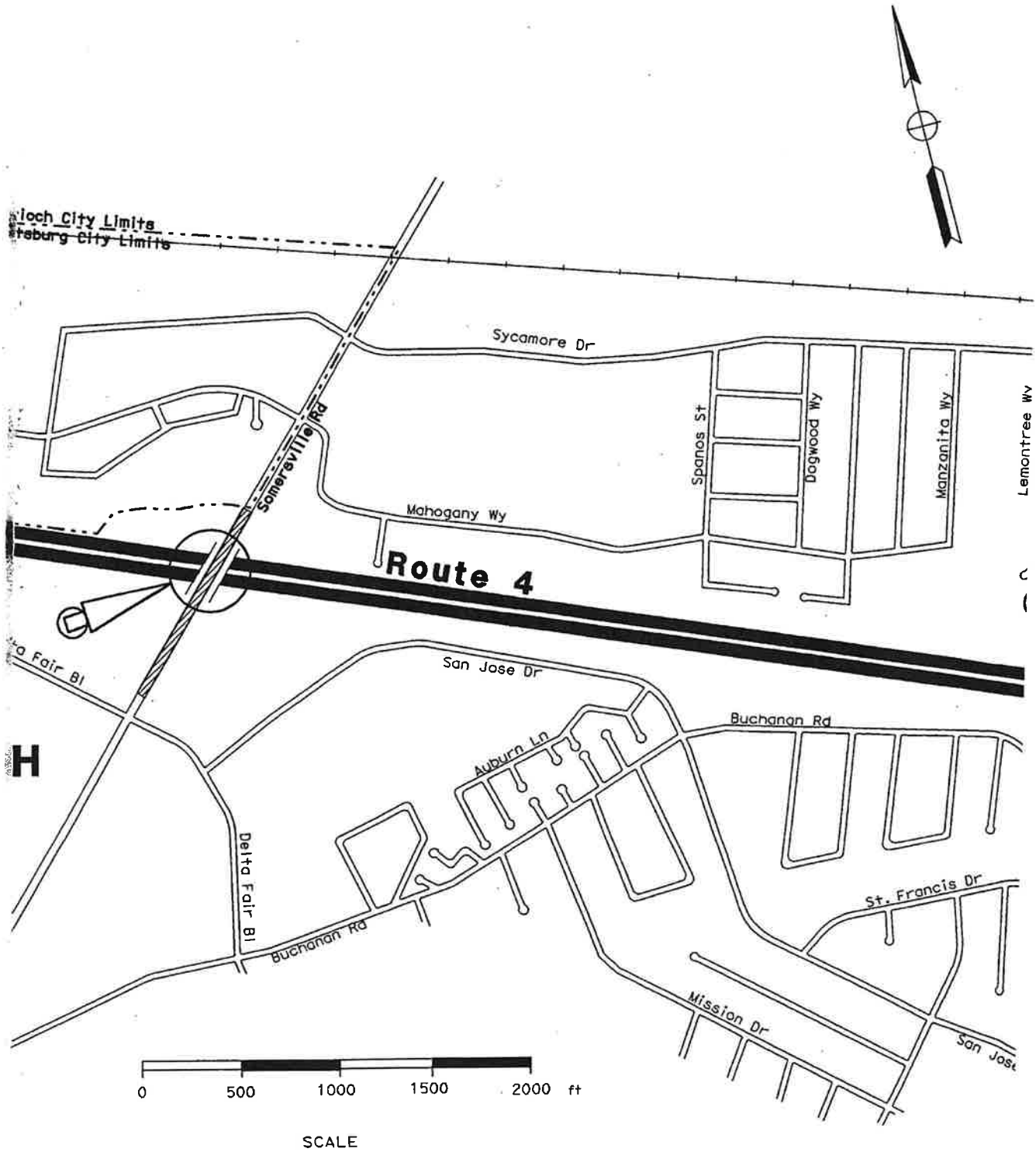
SEPARATION

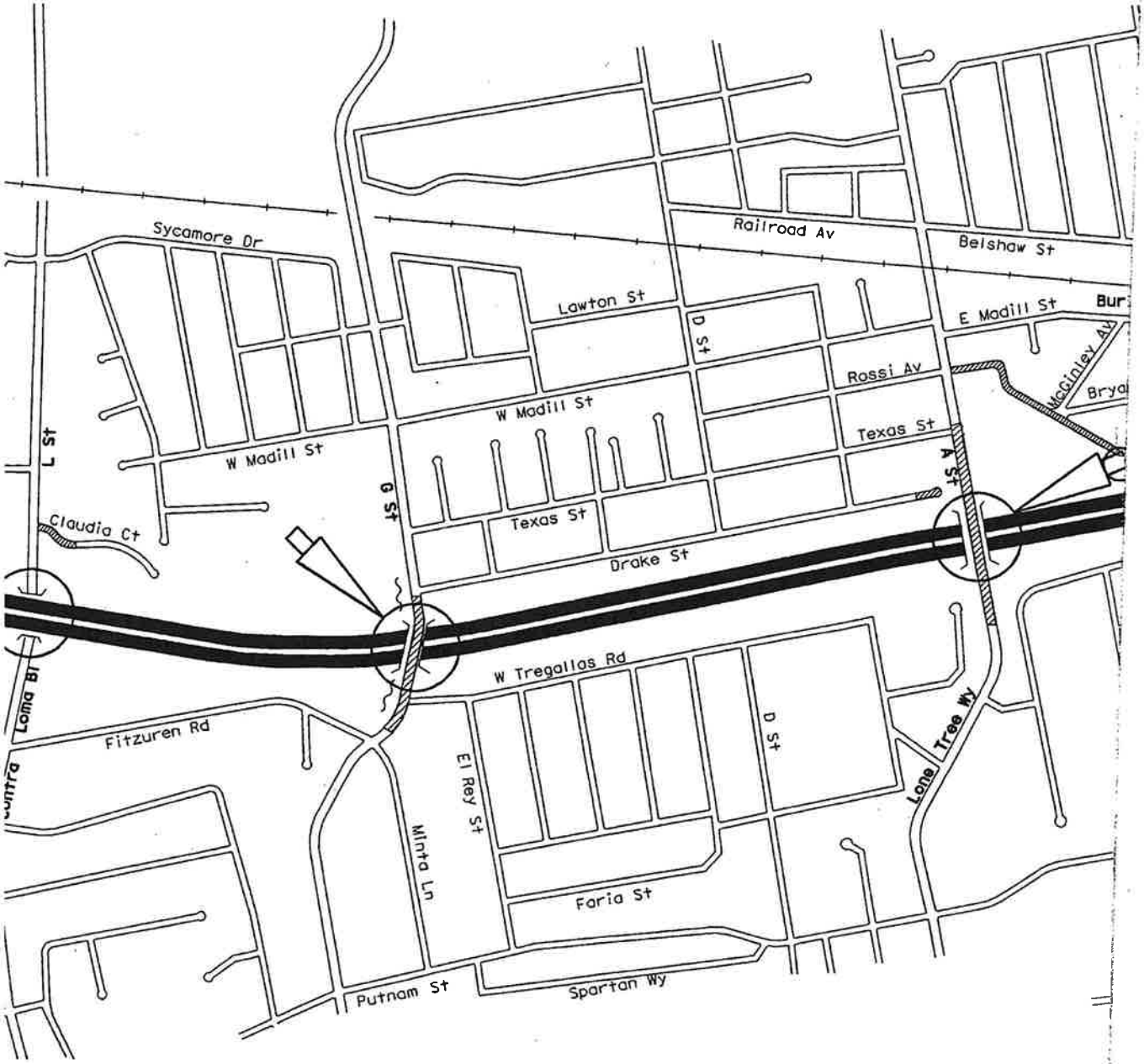
ROAD CLOSURE AND TERMINUS CONSTRUCTION AS NECESSARY

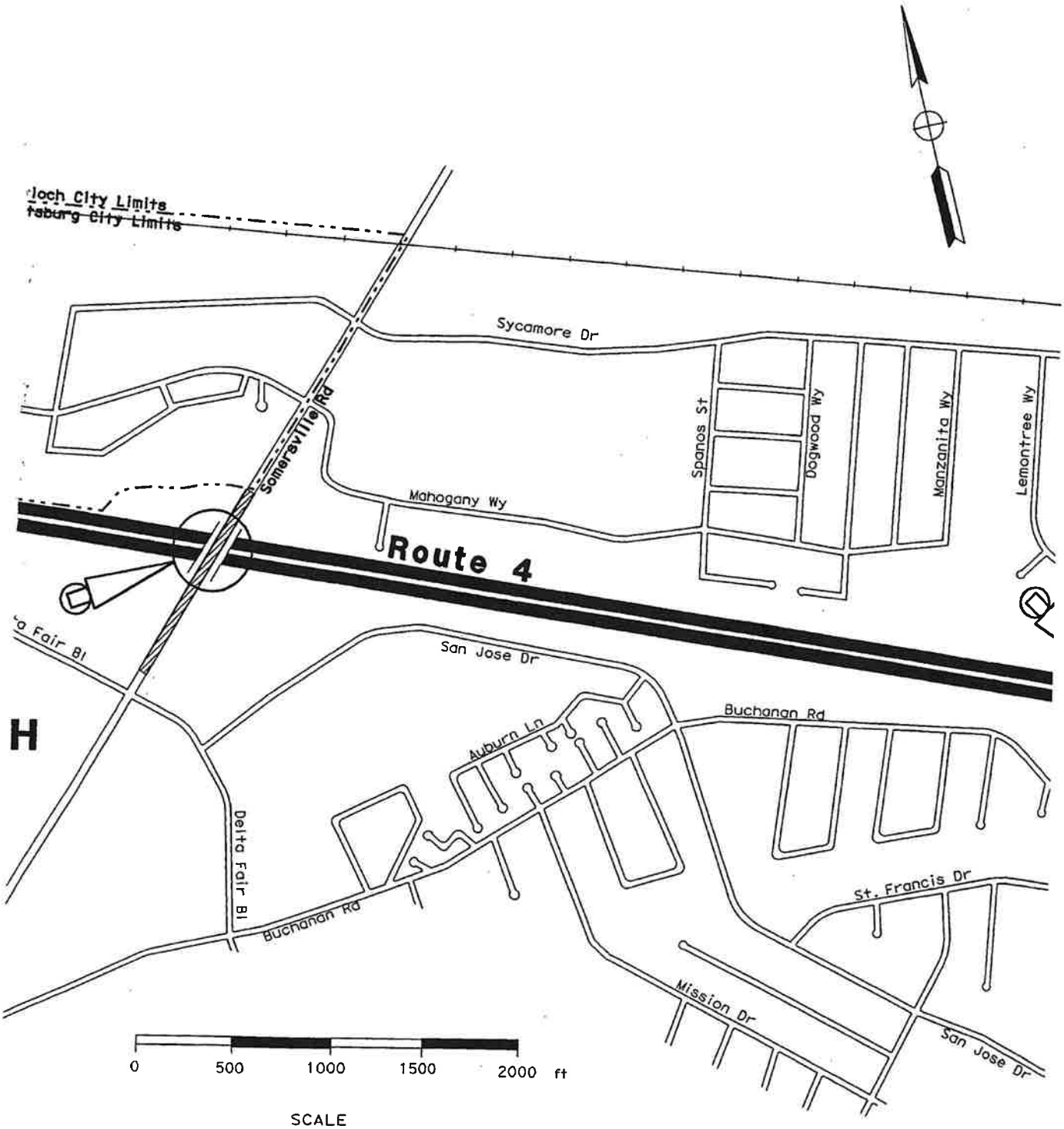
ROAD TO BE CONSTRUCTED, RECONSTRUCTED OR RELOCATED

LIMIT OF AGREEMENT
RTE 4 PM 25.0



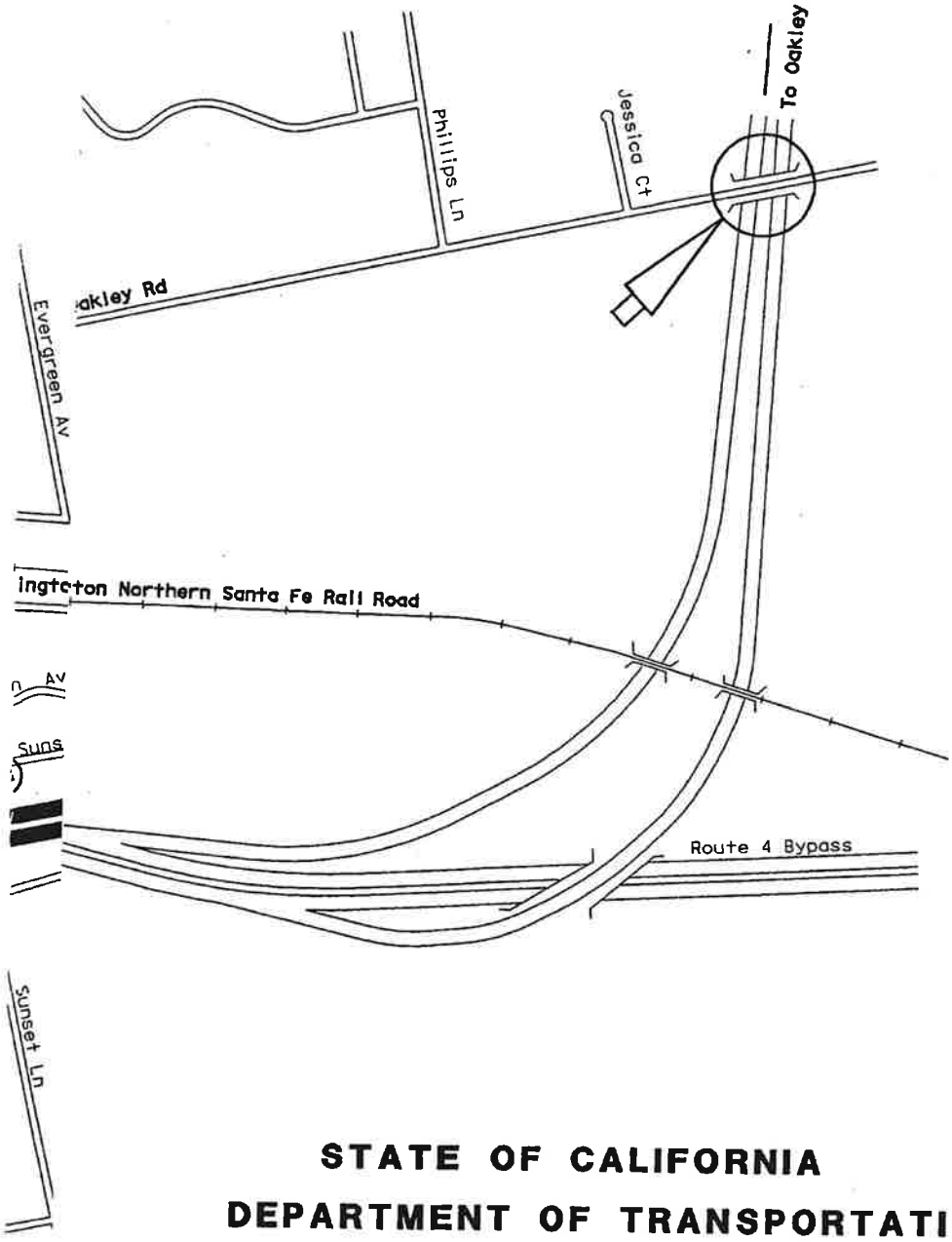

ioch City Limits
teburg City Limits
Sycamore Dr
Somersville Rd
Spanos St
Dogwood Wy
Manzanita Wy
Lemontree Wy
Mahogany Wy
Route 4
a Fair Bl
San Jose Dr
Buchanan Rd
Auburn Ln
H
Delta Fair Bl
Buchanan Rd
St. Francis Dr
Mission Dr
San Jos
0
500
1000
1500
2000 ft
SCALE


Sycamore Dr
Railroad Av
Belshaw St
Lawton St
D St
E Madill St
Bur
McGinley Av
Bryan
Rossi Av
W Madill St
Texas St
A St
L St
W Madill St
G St
Claudia Ct
Texas St
Drake St
W Tregallas Rd
Loma Bl
Fitzuren Rd
D St
Lone Tree Wy
El Rey St
Minta Ln
Faria St
Putnam St
Spartan Wy


loch City Limits
taburg City Limits
Sycamore Dr
Somersville Rd
Spanos St
Dogwood Wy
Manzanita Wy
Lemontree Wy
Mahogany Wy
Route 4
a Fair Bl
San Jose Dr
Buchanan Rd
Auburn Ln
H
Delta Fair Bl
Buchanan Rd
St. Francis Dr
Mission Dr
San Jose Dr
0
500
1000
1500
2000 ft
SCALE

LIMIT OF AGREEMENT
RTE 4 PM R29.5

EXHIBIT A



STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

04-CC-4 PM 25.0/R29.5

FREEWAY

IN CITY OF ANTIOCH

ON ROUTE 4 FROM 160 ft WEST OF CENTURY BLVD

TO 0.6 mi EAST OF HILLCREST AVENUE

IN CONTRA COSTA CO. PM 25.0/R29.5

ATTACHMENT "D"

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 16th, day of March, 1972, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the City of Antioch, hereinafter for convenience referred to as "the City," witnesseth:

WHEREAS, on March 1, 1965, a Freeway Agreement was executed between the City and the State wherein the City agreed and consented to certain adjustments of the city street system required for the development of that portion of State Highway Route CC-4, within the limits of the City of Antioch, as a freeway, and

WHEREAS, on January 5, 1966, a Freeway Agreement was executed between the County of Contra Costa and the State relating to the development, as a freeway, of a portion of Route 4, within the limits of the County of Contra Costa, and

WHEREAS, the corporate limits of the City now include certain areas referred to in said Agreement and the City has taken over control and maintenance of certain county roads, hereinafter referred to as city streets, and

WHEREAS, under the provisions of said Freeway Agreement, the County agreed to, and the City is thereby obligated to certain adjustments in the city street system, made necessary by the freeway plan, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and city streets or portions thereof, within the freeway limits, and

WHEREAS, under Section 3 of the above Freeway Agreement, the City will resume control and maintenance over each of the relocated or reconstructed city streets except on those portions thereof adopted as a part of the freeway proper.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of city streets and appurtenant structures and bordering areas, within the shaded areas on the attached map marked Exhibit "A", entitled "Freeway Maintenance Agreement with the City of Antioch, 04-CC-4, P.M. 27.3/30.7", consisting of four sheets dated February 2, 1972, and made a part hereof by this reference.

2. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The roadway section, including the traveled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities will be maintained by the City.

3. PEDESTRIAN UNDERCROSSINGS

The State will maintain the structure from a structural standpoint. The City will maintain all drainage and lighting installations and will be responsible for all cleaning and painting as may be required to keep the structure free of debris and obscenity.

4. RESPONSIBILITY

It is understood and agreed that neither the State, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall fully indemnify and hold the State harmless from any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under the Agreement.

It is understood and agreed that neither the City nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted

to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the City under the Freeway Agreement and further clarified by this Freeway Maintenance Agreement. It is also understood and agreed, that pursuant to the Government Code Section 895.4, the Department shall fully indemnify and hold the City harmless from any damage or liability occurring by reason of anything done or omitted to be done by the State under or in connection with any work, authority or jurisdiction not delegated to the City under the Freeway Agreement and further clarified by this Agreement.

5. EFFECTIVE DATE

This Agreement shall be effective upon the date of its execution by the State; it being understood and agreed, however, that the execution of this Agreement shall not affect any pre-existing obligations of the City to maintain designated areas pursuant to prior written notice from the State that work in such areas, which the City has agreed to maintain pursuant to the terms of the Freeway Agreement, has been completed.

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

ROBERT J. DATEL
STATE HIGHWAY ENGINEER

By _____
Deputy District Engineer

Approval as to form

_____
Attorney

CITY OF ANTIOCH

By _____
Mayor

By _____
City Clerk

JSM
3/20

RESOLUTION NO. 3273-A

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING FREEWAY MAINTENANCE AGREEMENT.

WHEREAS, the State of California, through its Department of Public Works, Division of Highways, has presented an agreement entitled "Freeway Maintenance Agreement" which concerns State Highway Route CC-4, in the City of Antioch between "G" Street and Route 84, and

WHEREAS, the City Council has heard read said agreement in full and is familiar with the contents thereof;

THEREFORE, be it resolved by the City Council of the City of Antioch that said Freeway Maintenance Agreement be and the same is hereby approved and the Mayor and the City Clerk are directed to execute the same on behalf of said City.

ADOPTED THIS 28th DAY OF February, 1972.

Attest:

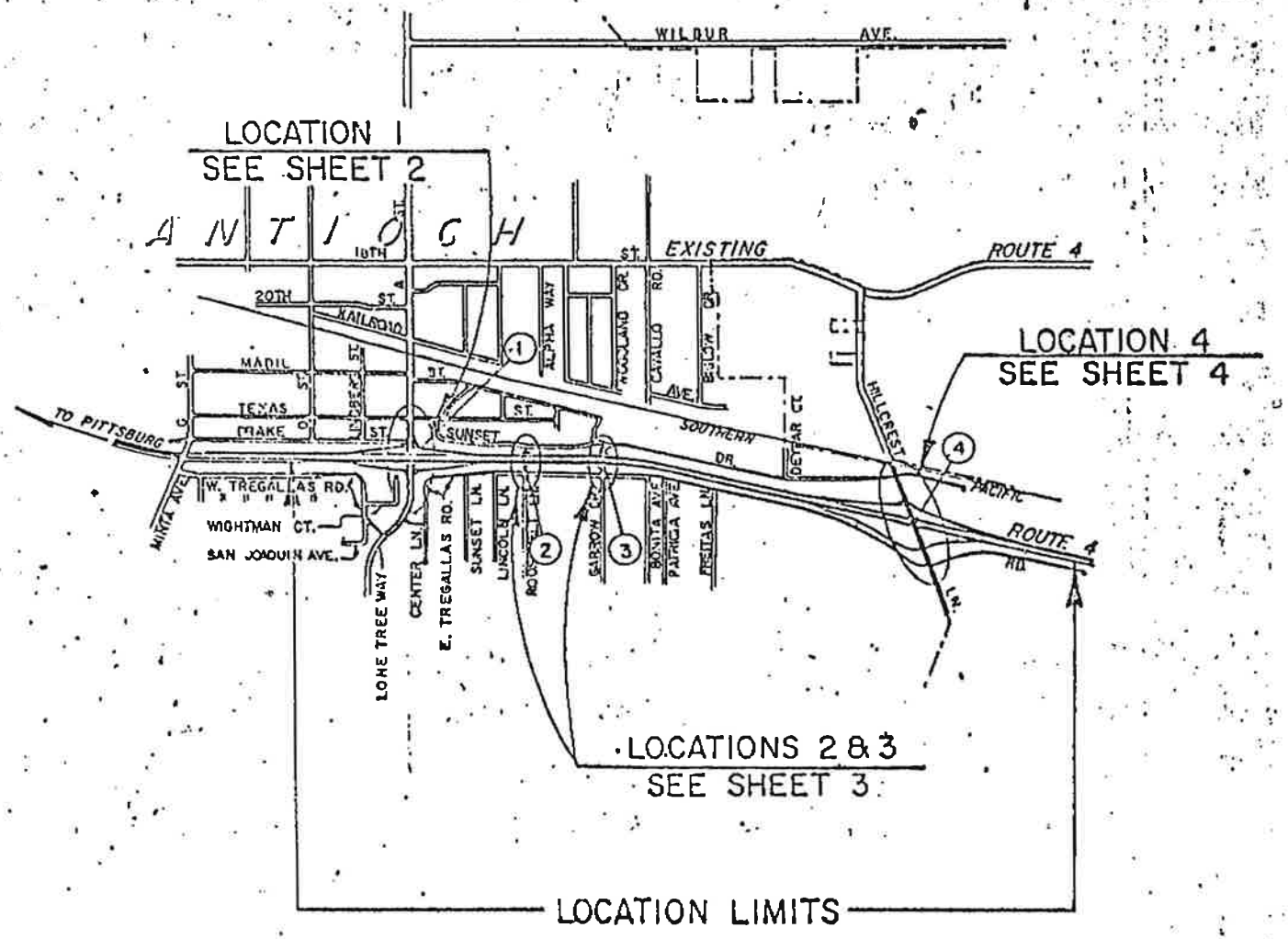
I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Antioch at a regular meeting thereof held February 28, 1972.

AYES: Councilmen Calvin, Giersch, Kline, Roberts, and Mayor Rodriguez.
NOES: Councilmen None.
ABSENT: Councilmen None.

Jean Farlough
City Clerk

STRUCTURE LIST

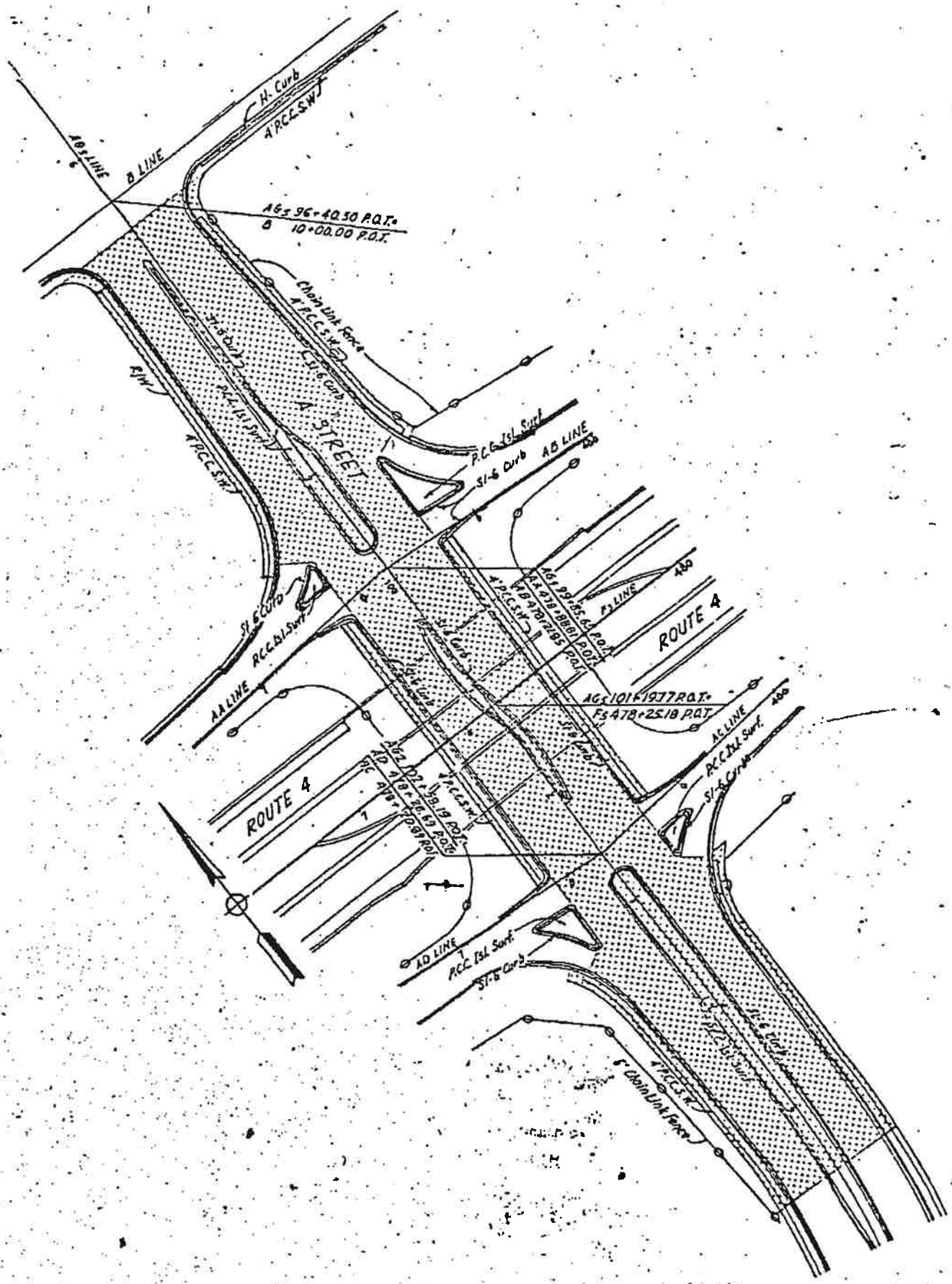
INDEX NO.	NAMES	BR. NO.
1	A STREET U.C.	28-86 R/L
2	ROOSEVELT LANE PEDESTRIAN U.C.	28-229
3	CAVALLO ROAD U.C.	28-88 R/L
4	HILLCREST AVENUE	28-183



VICINITY MAP

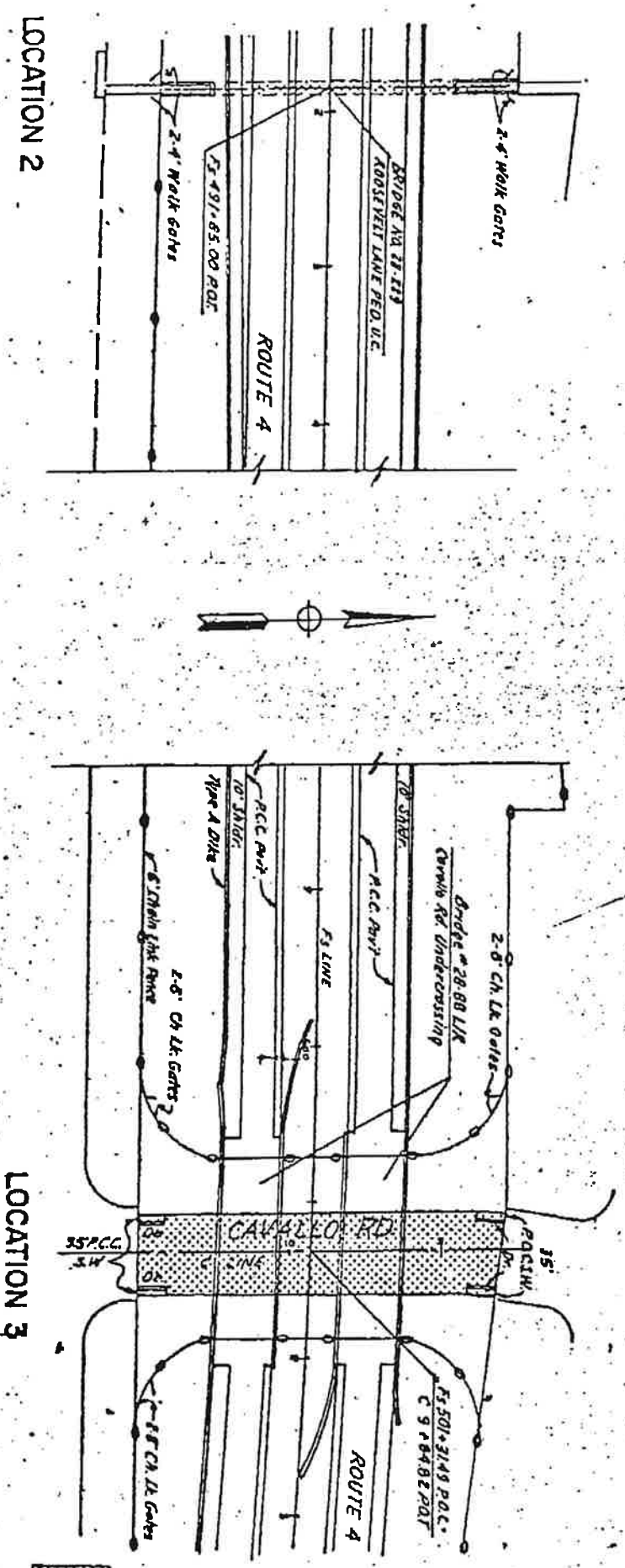
FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ANTIOCH

Sheet 1 of



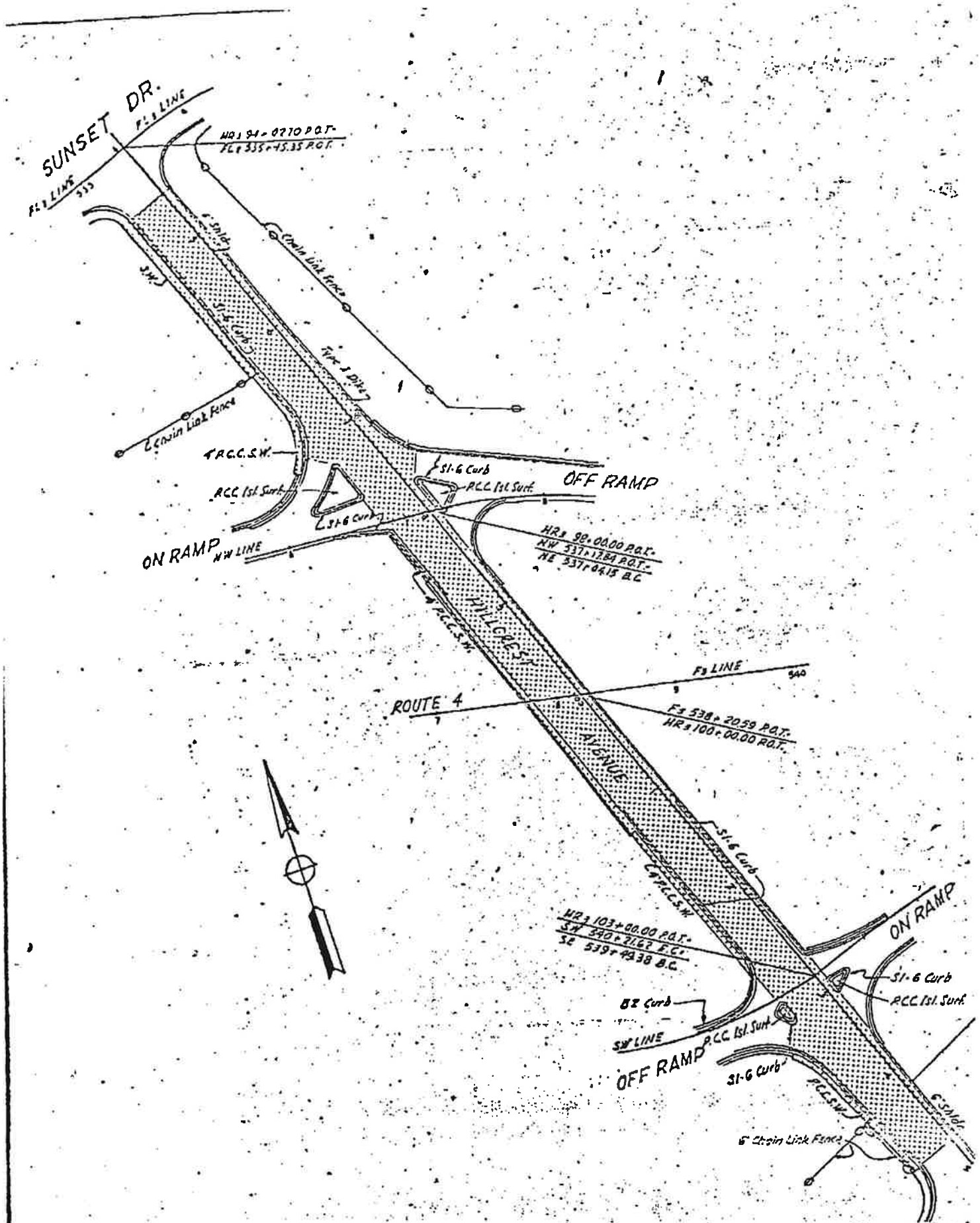
rea Maintained by City ▒ LOCATION 1 Sheet 2 of 4

FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ANTIOCH



Area Maintained by City ▒ LOCATIONS 2 & 3 Sheet 3 of 4

FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ANTIOCH



Area Maintained by City -LOCATION 4 Sheet 4 of

FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ANTIOCH

04-CC-4 P.M. 273/T307 -2-2-

FWA

ATTACHMENT "E"

FREEWAY MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 12th day of January, 1970, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "the State," and the City of Antioch, hereinafter for convenience referred to as "the City," witnesseth:

WHEREAS, on March 1, 1965, a Freeway Agreement was executed between the City and the State relating to the development, as a freeway, of a portion of State Highway Route 4, within the limits of the City of Antioch, and

WHEREAS, under the provisions of said Freeway Agreement, the City agreed to certain adjustments in the city street system, and for the carrying of certain streets over or under or to a connection with the freeway, and

WHEREAS, said freeway has now been completed or is nearing completion, and the parties hereto mutually desire to clarify the division of maintenance responsibility as to separation structures, and city streets or portions thereof, and landscaped areas, within the freeway limits.

NOW THEREFORE, IT IS AGREED:

1. ROADWAY SECTIONS

The City will maintain, at City expense, all portions of city streets and appurtenant structures and bordering areas,

within the shaded areas on the attached map marked Exhibit "A", entitled "Freeway Maintenance Agreement with the City of Antioch, 04-CC-4, Post Mile 26.0", consisting of three sheets dated November 22, 1969, and made a part hereof by this reference.

2. VEHICULAR UNDERCROSSINGS

The State will maintain the structure proper. The City will maintain the roadway section, including the travelled way, shoulders, curbs, sidewalks, walls, drainage installations and traffic service facilities, and all water lines except those incased within the walls, deck or floor of the structure.

3. LANDSCAPED AREAS

All plantings or other types of roadside development within the freeway limits within the shaded areas on Exhibit "A" will be maintained by the City.

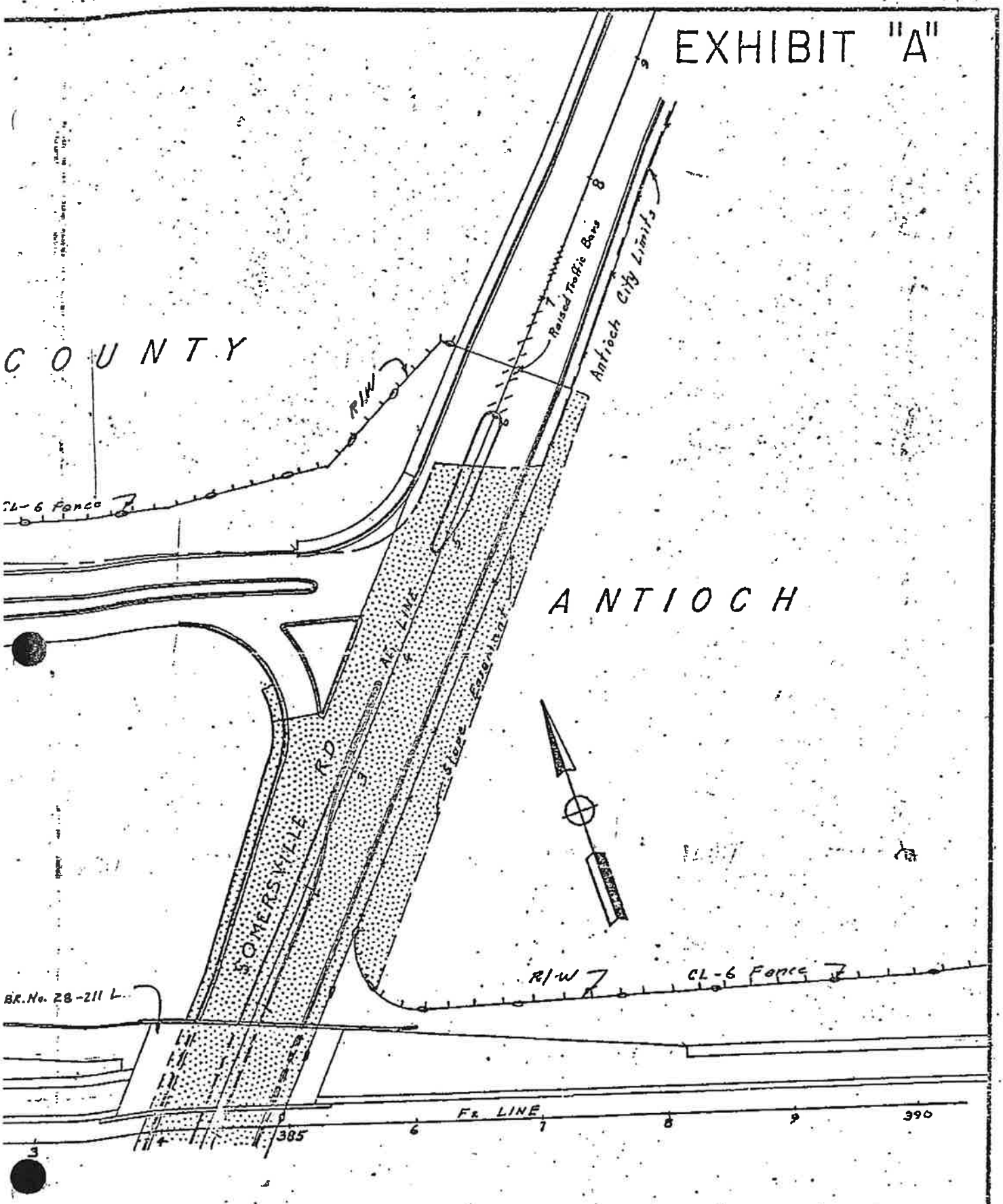
4. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this Agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, the Department, nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Freeway Maintenance Agreement. It is also understood and agreed that pursuant to Government Code Section 895.4, the City shall fully indemnify and hold the State harmless from any

damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this Agreement.

It is understood and agreed that neither the City nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the City under this Freeway Maintenance Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, the Department shall fully indemnify and hold the City harmless from any damage or liability occurring by reason of anything done or omitted to be done by the Department under or in connection with any work, authority or jurisdiction not delegated to the City under this Agreement.

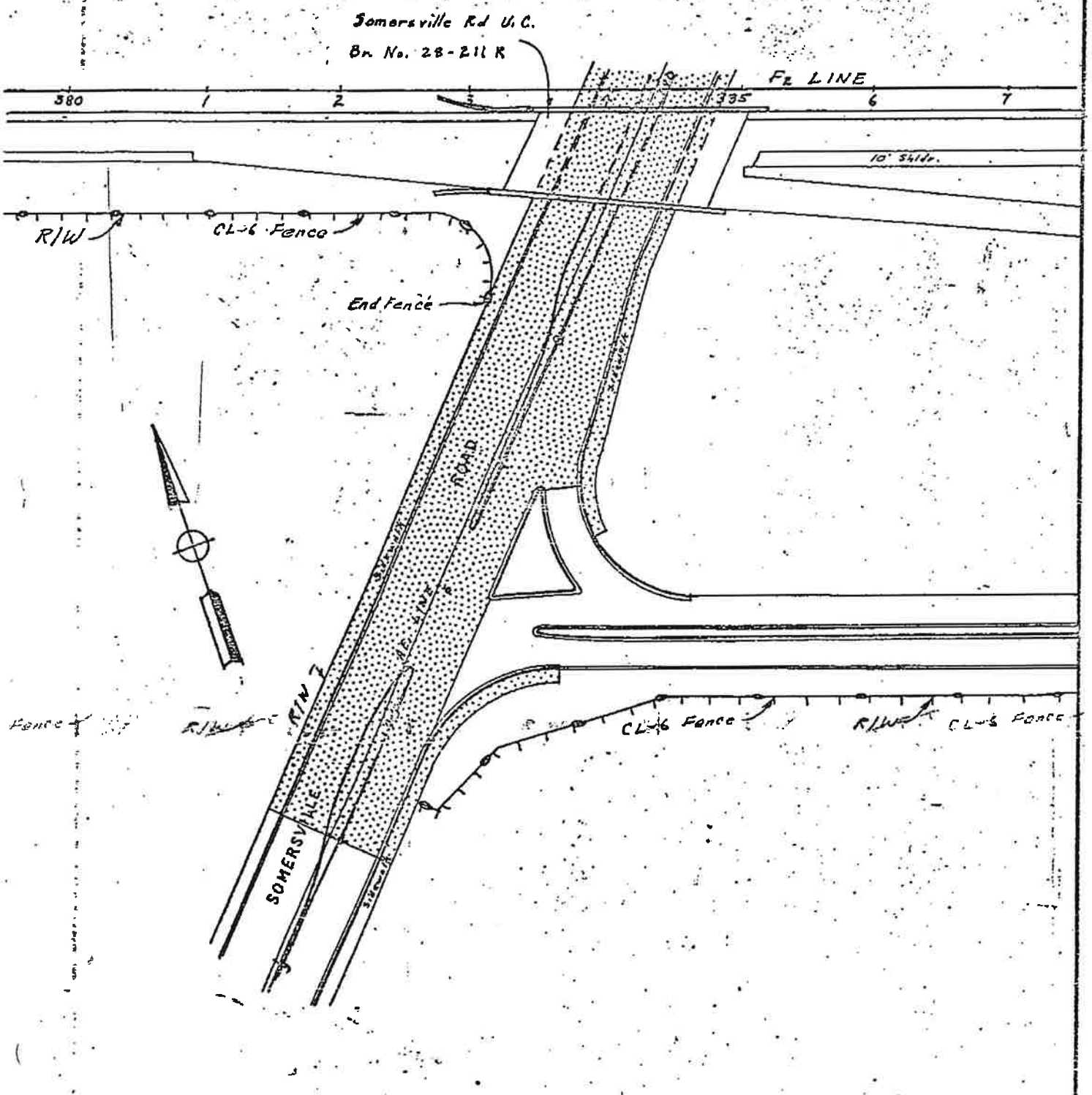


Area Maintained By City ▒ LOCATION NO. 1 Sheet 2 of 3

FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ANTIOCH

04-CC-4 P.M. 26.0 NOV. 22. 1969

EXHIBIT "A"



..rea Maintained By City ▒ LOCATION NO. 1 Sheet 3 of 3

FREEWAY MAINTENANCE AGREEMENT WITH THE CITY OF ANTIOCH

04-CC-4 P.M. 26.0 NOV. 22, 1969

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Traya, Operations Supervisor, Parks Division

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

SUBJECT: Approval of a Multi-Year Consultant Services Agreement for On-Call Landscape Architectural and Irrigation Design Services with Gates and Associates in the Amount of $500,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Consultant Services Agreement with Gates and Associates for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this expenditure will be requested as part of the City's FY 25/26 budget process. Depending on the project, funds will be allocated from the General Fund, Gas Tax, Measure J, and/or Water Enterprise Fund. The anticipated expenditure for these services are $100,000 for each contract year for a total five (5) year contract amount of $500,000.

DISCUSSION

The Public Works Department, through its Parks and Landscape Divisions, strives to maintain the City's landscaped areas in a safe and aesthetically pleasing manner and continues to make ongoing efforts to upgrade and enhance the City's parks, landscaped right of ways and facilities for the residents of Antioch.

On February 5, 2025, staff solicited a Request for Proposal for On-Call Landscape Architectural and Irrigation Design Services. As part of this RFQ solicitation, the City's intent was to develop a "Shortlist" of Design Consultants that may be called upon to provide landscape design services on an as needed basis. On March 19, 2025, the solicitation closed and eleven (11) RFQs were received. Staff selected Gates and

J

Agenda Item #

Associates of San Ramon, CA as one of two firms to be added to the City's shortlist of landscape design consultants.

If awarded the contract, Gates and Associates will provide on-call landscape and irrigation design services as directed by City staff on an as-needed basis. For example, design services may be used for the City's ongoing Landscape Median Enhancement project, for City right of way enhancements, or for landscape renovations at City facilities such as the Water Treatment Plant and City Hall.
Staff recommend awarding the on-call landscape design agreement to ensure that future landscape projects are executed in a timely manner for the benefit of the residents of Antioch.

ATTACHMENTS

A. Resolution
   1. Exhibit 1 - Draft Consultant Services Agreement
B. Published RFP
C. Scoring Sheet

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A MULTI-YEAR CONSULTANT SERVICES AGREEMENT FOR ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES WITH GATES AND ASSOCIATES IN THE AMOUNT OF $500,000, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, the Public Works Department, through its Parks and Landscape Divisions, strives to maintain the City's landscaped areas in a safe and aesthetically pleasing manner and continues to make ongoing efforts to upgrade and enhance the City's parks, landscaped right of ways and facilities for the residents of Antioch;

WHEREAS, on February 5, 2025, staff solicited a Request for Proposal for On-Call Landscape Architectural and Irrigation Design Services. On March 19, 2025, staff selected Gates and Associates of San Ramon, CA;

WHEREAS, Gates and Associates will provide on-call landscape and irrigation design services as directed by City staff on an as-needed basis;

WHEREAS, design services may be used for the City's ongoing Landscape Median Enhancement project, for City right of way enhancements, or for landscape renovations at City facilities such as the Water Treatment Plant and City Hall;

WHEREAS, staff recommends awarding this on-call landscape design agreement to ensure that future landscape projects are executed in a timely manner for the benefit of the residents of Antioch; and

WHEREAS, the City Council has considered approving a Consultant Services Agreement with Gates and Associates for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves a Consultant Services Agreement with Gates and Associates for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "1"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND GATES + ASSOCIATES

THIS AGREEMENT (**"Agreement"**) is made and entered into this **10th day of June, 2025** (**"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 Gates + Associates with its principle place of business at 1655 N. Main Street, Walnut Creek CA, 94596 (**"Consultant"**) as of June 10, 2025. City and Consultant individually are sometimes referred to herein as **"Party"** and collectively as **"Parties."**

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

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2028**, **with the option to extend an additional two (2) years through June 30, 2030,** the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant 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 **$300,000 for three years with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000,** 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, 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, [according to the payment schedule attached as Exhibit B], 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 on an hourly basis shall not exceed the amounts shown on the following fee schedule in Exhibit B.

2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed **Two Thousand Five Hundred Dollars ($2,500.00)**. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:

1. Other Consultants
2. Printing and Reproduction Costs
3. Mileage and Travel Costs
4. Misc.

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. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold. 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**. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

7.4 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 Subsection in any subcontract approved by the Contract Administrator or this Agreement.

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

debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a

substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant 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 otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a

minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.4 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 § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

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

10.9 **Contract Administration.** This Agreement shall be administered by Derek Traya ("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:

Gates + Associates
Attn: Casey Case
1655 N. Main Street Ste. 365
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

Public Works
Attn: Derek Traya
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 the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

CITY:

CITY OF ANTIOCH

_____
Bessie Marie Scott
City Manager

Attest:

_____
Melissa Rhodes
City Clerk

Approved as to Form:

_____
Derek Cole
Interim City Attorney

CONSULTANT:

GATES + ASSOCIATES

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

[*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
SCOPE OF WORK

Selected qualified firms shall provide on-call general landscape architectural and irrigation design services that may be requested by the City during the term of this agreement in a prompt, professional, and competent manner in accordance with the standards of the landscape architectural profession. All work, unless otherwise specified, shall be performed on a time and materials basis, and completed to the satisfaction of the Public Works Director/ City Engineer or designee within the time periods allocated, or as mutually agreed to at the beginning of the assignment. The following list provides examples of the type services that may be requested. Not all services may be needed on a specific project. Actual services will be project based according to need.

Landscape Design Services

1. Prepare site, landscape and/or irrigation plans;
2. Provide topographic site surveys for design purposes;
3. Provide property line survey to confirm existing boundaries;
4. Coordinate with Local Services to determine surface and underground utilities including identification/resolution of potential conflicts;
5. Prepare Storm Water Management Plans and include temporary and permanent BMP's to meet NPDES storm water quality requirements;
6. Review geotechnical and engineering reports;
7. Conduct community outreach and build consensus for final concept design;
8. Prepare preliminary and final design plans, specifications, details, quantity calculations and accurate estimates of costs;
9. Assist in bidding and award phase;
10. Provide construction administration services.

Project Management Assistance

In addition, the City may decide to retain on-call services as necessary to assist with project management. It is not anticipated that all Consultants will have staff available to provide these additional services, however the City would like any firm that has this capability to identify staff members that may be able to perform the following duties:

1. Assist the City in managing small to medium-sized capital projects including the preparation of staff reports, project planning and coordination with other agencies and utilities.
2. Assist the City in managing consultant work including signing, landscaping, utility undergrounding, irrigation and lighting.
3. Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to request for information, review of bids, award of contract, project accounting, and closeout.

4. Perform Utility Research and coordination with Utility companies.
5. Perform Base Mapping of capital projects.
6. Prepare baseline project design schedule using critical path method and update schedule as necessary.
7. Prepare application for and assist the City to obtain the necessary permits and approvals from appropriate agencies.
8. Perform or manage sub-consultants in the preparation of geotechnical services required on the project including pavement structural section and other required soil characteristics for design of structures.

Irrigation Design Services

The City of Antioch takes water conservation seriously. All irrigation designs will adhere to State of California MWELO Regulations. The planting and irrigation design of every site is considered an opportunity to enhance our environment, while conserving the resources which will maintain the landscape sustainably. The following points outline some of the ways the City implements such design principles.

- Utilize the latest water conserving technology and products.
- All systems contain automatic controllers that are equipped with water monitoring capabilities by seasonal program percentages based on Evapotranspiration (ET).
- Master control systems have backflow and pressure reducing devices.
- Rain, wind and moisture sensing override devices or weather stations are installed as appropriate.
- Gallonage, matched precipitation, pressure compensating rotors, rotators, spray heads and bubblers nozzles on bodies that are equipped with internal or in line check valves.
- Zone rotor, rotator spray heads and bubblers based on their GPM, PSI, arc pattern, radius, precipitation rates and plant material types being irrigated.
- Bubbler nozzles and underground irrigation tubing is used when appropriate.
- Zone the irrigation system into hydro-zones based on solar exposure, soil structure, topography, plant material types and their water requirements.
- Turf and shrub areas are watered separately through separate valve zones.
- Schedule repeat cycles (cycle/soak) and appropriate equipment as necessary to avoid runoff and overspray.
- Systems shall maintain or exceed a level of 0.71 efficiency and use of reclaimed water as possible.

SCOPE OF WORK - Irrigation Design Services

All irrigation designs will adhere to State of California MWELO Regulations.

The scope of work for potential projects may include, but not be limited to:

1. Initial site investigation and assessment of work based on project goals.
2. Review of planting zones for hydro-zone efficiency.
3. Review of City standard irrigation details, material list, and recommend appropriate upgrades. Develop or update City standard irrigation details in CAD as required in project scope.
4. Provide peer review of work prepared by City staff, and make recommendations and revisions as directed by the City.
5. Comply with State (AB 1881) and local requirements.
6. Pre-Design - Assessment and Development of Existing Irrigation As-builts:
   a) Review site conditions and existing above ground irrigation components with City staff, and other agencies as required by project scope.
   b) Utilize existing survey to produce CAD documents with all above ground irrigation components. Add any missing irrigation components with GPS or field measurements.
   c) Coordinate with City staff in obtaining field piping notes or field knowledge to complete pipe routing of the various components.
   d) Provide final CAD and PDF documents with all irrigation components to be provided as deliverables.
   e) Coordination with the City's consultants and contractors as required.
7. Design - Conceptual Design and Design Development Phase:
   a) Prepare conceptual design, including plans, details and draft specifications for City review and approval.
   b) Provide product and material cut sheets.
   c) Prepare budgetary cost estimates.
   d) Review proposed planting zones and calculate the estimated amount of water required for the project site.
   e) Coordinate with City and other consultants in determining joint trench and clearance requirements.
   f) Landscape Documentation Package:
      i. Project Information
      ii. Water Efficiency Landscape Worksheets
8. Site Inspection Worksheet – Point of Connection (POC) Information
9. Site Inspection Worksheet – Controller Information
10. Site Inspection Worksheet – Station Information
11. System Capacity Calculations
12. Water Efficient Landscape Worksheet
    a) Hydrozone Information Table
    b) Water Budget Calculations

c) Maximum Applied Water Allowance (MAWA)

d) Estimated Total Water Allowance (ETWU)

13. Part 1. Certificate of Completion

14. Part 2. Certification of Installation According to the Landscape Documentation Package

15. Part 3. Irrigation Schedule

16. Part 4. Schedule of Landscape and Irrigation Maintenance.

17. Part 5. Landscape Irrigation Audit Report

18. Part 6. Soil Management Report

19. Soils Analysis Report

20. Verification of Implementation

    a) Soil Management Report

    b) Irrigation Plan

    c) Irrigation Schedule

    d) Landscape and Irrigation Maintenance Schedule

    e) Irrigation Audit, Irrigation Survey and Irrigation Water Use Analysis

    f) Irrigation Efficiency

    g) Recycled Water

    h) Booster Pump Design

    i) Irrigation Well Design if needed

21. Post Design - Construction Documents Phase:

    a) Prepare construction documents, including plans, details and specifications complete and ready for City review, permitting and bidding. Final bid construction documents set shall be stamped and signed by licensed design professional in charge.

    b) Construction documents shall conform to graphic standards, including title blocks, scale, established by the City.

    c) Prepare cost estimate to correspond with line items and unit costs on project Bid Spreadsheet and Measurement and Payment Clause in the project specifications.

    d) Prepare technical specifications in City Standard, CSI or Caltrans format, as required or directed.

    e) Provide all plans to the City in AutoCAD format (most recent version).

    f) Project administration as required.

    g) Project Construction Phase:

        i. Provide evaluation on material substitution request.

        ii. Review submittals and shop drawings.

        iii. Review and respond to contractor Request for Information (RFI).

iv. Change order evaluation as necessary.

v. Attend construction punch walk and generate project punch list.

vi. Project Conformed Set of Project Documents in CAD and PDF format at project completion for City records.

h) Referenced City Standard Irrigation Details:

i. Tree Staking L-03

ii. Pedestal Irrigation Controller L-04

iii. Sprinkler Irrigation lateral L-05

iv. Quick Coupler Main Line (Potable) L-06

v. Quick Coupler Main Line (NON-POTABLE) L-07

vi. Light Energized Irrigation Controller L-08

vii. Shrub and Tree Planting on Slope L-10

viii. Irrigation Master Control Valve L-11

ix. Irrigation Remote Control Valve L-12

x. Isolation Gate Valve 2” and Under L-13e

xi. Isolation Gate Valve 2-1/2” & Over L-14

xii. Trench Section for Irrigation Pipe L-15

xiii. Irrigation Typical Thrust Blocks L-16

xiv. Reduced Pressure Backflow Preventer Assembly W-11

EXHIBIT B
PAYMENT SCHEDULE

PROPOSED COMPENSATION RATES

GATES + ASSOCIATES

I. Hourly Fees

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	$235.00 - $250.00
Principal	$220.00 - $235.00
Associate Principal	$205.00 - $220.00
Senior Associate	$185.00 - $205.00
Job Captain	$165.00 - $185.00
Irrigation Designer	$200.00 - $210.00
Community Outreach Facilitator	$185.00 - $205.00
Production	$155.00 - $175.00

II. Expenses (Reinbursables)

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.

B. Other direct expenses at cost which may include:

1. Printing and reproduction costs.
2. Mileage and travel costs.
3. Miscellaneous

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.

EXHIBIT "A"

Statement of Qualifications for On-Call Landscape Architectural and Irrigation Design Services

City of Antioch

March 19, 2025

GATES +ASSOCIATES

1655 N. Main Street
Walnut Creek, CA 94596
(925) 360-8411
casey@dgates.com

Derek Traya
Public Works Department
1201 W. Fourth Street
Antioch, CA 94509

ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES

City of Antioch

STATEMENT OF QUALIFICATIONS
Gates + Associates

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March 19, 2024

Derek Traya
City of Antioch Public Works Department
1201 W. Fourth Street
Antioch, CA 94509

RE: On-Call Landscape Architectural and Irrigation Design Services

Dear Mr. Traya,

Gates + Associates is pleased to submit our qualifications for Landscape Architecture and Irrigation On-Call services for the City of Antioch. We are a dynamic and versatile firm that thrives on collaboration, design and watching projects make a difference in a community and ***"get people outside."*** Over the past 47 years we have worked with numerous cities on a variety of public projects, ranging from community outreach efforts and consensus building efforts to streetscape improvements and accessibilty upgrades. Our continuing success is due to our unique blend of strong design skills, proactive problem solving approach, sensitivity to the influence of environmental and cultural settings, understanding of construction realities and costs, and true commitment to collaboration. It is this depth of knowledge we will bring to every project process.

Based in Walnut Creek, Gates + Associates is able to respond quickly and efficiently to requests for service. We have been working in Antioch for both private sector clients and with the City for many years. As a consultant in both sectors, we can demonstrate a vast knowledge of the local setting and community, and the importance of how thoughtful landscape design can unify the City's residents by creating a sense of place. Most recently, we have partnered with the City on **Jacobsen** and **Marchetti Parks,** as well as on the **L Street Project** and its future improvements. We know the City's weather, soil conditions, irrigation needs, plant palettes, and regulatory setting. With our diverse and experienced staff, we offer a wide range of technical expertise, a reality-based knowledge of cost and maintenance implications of design decisions, an understanding of how public spaces are used, and an ability to respond to the changing needs of the jurisdictions we serve.

GATES is committed to staying abreast of developments in the industry. We closely followed the evolution of the California Model Water Efficient Landscape Ordinance (AB 1881) and have been designing to these standards and those of local jurisdictions since its inception. We regularly work on LEED Certified and Rescape (previously known as) Bay-Friendly) Landscape projects, both of which have high efficiency irrigation components.

We would be so excited to continue to contribute our experience and expertise to future projects with the City of Antioch. A more detailed description of our approach and team is provided in this statement of qualifications. I, Casey Case, am the primary representative for purposes of this RFQ, and am authorized to negotiate a contract with the City. Should you have any questions, please feel free to contact me at 925.683.8764 or at casey@dgates.com.

Sincerely,

Casey Case, RLA
President

GATES + ASSOCIATES is a women-owned, SBE-certified, 30-person landscape architecture, urban design, and land planning firm located in Walnut Creek, California. Established in 1977, our firm has achieved lasting success due to a unique blend of strong design skills, sensitivity to the influence of environmental and cultural settings, understanding of construction realities, and true commitment to consensus building. Numerous design awards and a portfolio of returning clients are testaments to both our process and our product. When designing a space, we strive to understand the user experience and create a unique vision from concept to reality. The spaces we design are usable, educational, inspirational, durable, and maintainable long term. We strongly support the integration of sustainable design practices. Our firm is an industry leader in ReScape landscapes and includes LEED Accredited Professionals, certified inclusive play designers, and an in-house arborist.

Gates + Associates is familiar with serving as an on-call landscape architecture design consultant for a wide range of public sector clients including cities, towns, and park & recreation districts. As a dynamic and adaptable landscape architecture firm, our staff includes the breadth of expertise essential to respond to the range of needs with an on-call contract. Our experience and expertise allow us to proactively develop and maintain a schedule that identifies critical path elements up front and incorporates them into the project schedule. Everyone (city staff, our team, etc.) knows what is expected and can plan accordingly. This schedule is actively tracked and managed through the entire process with weekly check-ins. With this established structure, we are able to continually, successfully offer timely services and accommodate tight project deadlines, and are able to respond to most requests for proposals within 48 hours.

In an on-call capacity, our firm has engaged stakeholders, managed community outreach, led park renovations from schematic design through construction documents & bid assistance, provided grant writing assistance, developed landscape and park & recreation standards, prepared graphic materials, provided peer review and plan checks, conducted ADA evaluations and playground safety inspections, and verified bond estimates. Our in-house resources give us the flexibility to adapt to changing scheduling needs and priorities.

We are currently on multiple on-call lists for the following cities/counties:

- City of Benicia
- City of Cupertino
- City of Dublin
- City of Fremont Community Development Dept.
- City of Hercules
- City of Menlo Park
- City of Millbrae
- City of Pacifica
- City of Pleasanton
- City of Richmond
- City of San Ramon
- City of Santa Clara Parks & Recreation
- City of South San Francisco
- City of Union City
- City of Vallejo
- City of West Sacramento
- Contra Costa County
- Cordova Park & Recreation District
- Livermore Area Recreation & Park District
- San Mateo County Parks Dept.

Oakley Recreation Center, Oakley

Crow Canyon Medians, San Ramon

Everett N. 'Eddie' Souza Park, Santa Clara

California Ave. Transit Hub Rendering, Palo Alto

ON-CALL ASSIGNMENTS - A PARTNERSHIP

We see our on-call status as a ***partnership*** where we take responsibility for identifying successful solutions. We work proactively with staff to identify the "true" issues, and provide appropriate strategies to address needs in a timely manner. This may involve working with stakeholders to address concerns, preparing graphic materials, peer review and plan checks, managing social media messaging, preparing construction documents and field observations; in other words, whatever it takes to get the job done. We are skilled in making presentations to elected officials and the general public. Our staff has the graphic capabilities to develop materials that clearly illustrate the issues and communicate the key messages.

Central Park Playground, Millbrae

DESIGN EXPERTISE

At Gates + Associates, we view design within the public realm as a privilege to create a "place" for the local community. Designs must not only celebrate a site's environmental qualities but also create a desirable destination for people to gather. Our schematic design process emphasizes the communication of design concepts with graphics, user-friendly diagrams, and character images to ensure the project goals are met. We regularly work with public agencies to create beautiful yet functional spaces that meet specific local needs, express a community's unique character, and thoughtfully consider circulation patterns, accessibility, maintenance, and sustainability.

Community Center Rendering for Keiser Park Master Plan, Windsor

WORKING WITH PUBLIC & PRIVATE AGENCIES

Having worked extensively with both public agencies and private sector clients, we have developed valuable insights to effective project management. Public sector projects make up a large portion of our work, which includes everything from a small-scale park renovation project to a streetscape system. Our public sector abilities are enhanced by a strong understanding of the "real world" issues. From the conceptual policy level to construction administration, we have extensive experience navigating through the intricacies of the public review and approval processes. We also bring experience managing publicly funded projects that have significant time and budget constraints.

Livermorium Plaza, Livermore

COMMUNICATION & PROJECT MANAGEMENT

At project initiation, we will define project expectations, identify specific deliverables, budget and delivery dates, and prepare a detailed work program linked to project milestones and deliverables. The project goals are always clearly defined and interwoven into the work program. We will work with the City to identify review periods, Commission and Board meeting dates, approvals required, and any critical path lead times.

When managing on-call projects, we dedicate an individual within our firm to act as the liaison with the City. Service requests are directed through that person and assigned, as appropriate, to members of the team. The liaison tracks progress of all services and facilitates communication among the team and with the City. We have found that this centralization of coordination results in a streamlined and efficient process that ensures delivery of the required product in a timely fashion.

Butterfly Knoll Community Park, Dublin

PUBLIC OUTREACH

We believe that outreach and public engagement are pivotal components of any public project to ensure that the final plan accurately and holistically represents the community and its diverse residents. Over the last 47 years, our firm has performed public outreach for a range of projects including park renovations, park and recreation system master plans, streetscape improvements, and campus and community designs. Using a variety of outreach formats, we offer a flexible and dynamic outreach process that facilitates inclusive participation for a community-wide audience. Outreach formats may include a project website, banners or other signage, social media posts, email announcements, postcards, online surveys, workshops, webinars, and interactive design charrettes. All efforts aim to build awareness about the project, promote outreach activities, and gather measurable, usable community feedback to inform a project's final design or plan.

At a project's initiation, we will work with City staff to develop a detailed plan addressing the specific needs of both the project and the community. This document identifies the approach (purpose of the plan, overarching challenges, target audience, key messaging, existing known challenges, etc.) and the details (translation needs, social media platforms, meeting formats & locations, stakeholder list). Our outreach strategy also includes custom-developed project graphic materials, including a logo and tagline, which helps create a memorable "brand" and a consistent, recognizable look across all outreach collaborations for the lifespan of each unique project.

MEETING TIGHT PROJECT DEADLINES AND OPERATING WITHIN BUDGET

Gates & Associates brings a wealth of experience providing on-call services to a range of public agencies. Our staff includes the breadth of expertise - senior landscape architects, planners, outreach facilitators, LEED professionals, graphic designers, an in-house arborist, horticulturalists, playground safety inspectors and project managers; essential to respond to the range of needs with an on-call contract. Our experience and expertise allow us to proactively develop and maintain a schedule that identifies critical path elements up front and incorporates them into the project schedule. Everyone (City staff, our team, etc.) knows what is expected and can plan accordingly. This schedule is actively tracked and managed through the entire process with weekly check-ins. With this established structure, we are able to continually, successfully offer timely services and accommodate tight project deadlines. We are able to respond to most requests for proposals within 48 hours. At project initiation, we will define project expectations. We identify specific deliverables, budget and delivery dates, and prepare a detailed work program linked to project milestones and deliverables. The project goals are always clearly defined and interwoven into the work program. We will work with the City to identify review periods, commission and council meeting dates, approvals required and any critical path times.

Middle Harbor Shoreline Park, Oakland

"The Playground" Pocket Park at BLVD, Dublin

Alameda City Hall Lawn Conversion, Alameda

Sunrise Ridge Park Play Area, San Ramon

BUDGET CONTROL - "REAL WORLD" COST ANALYSIS

Our team has a track record of providing cost effective solutions without compromising design integrity, all while ensuring projects remain on schedule. Having worked on numerous public facility projects, we understand the impact of heavy public use on site amenities. The selection of materials and furnishings can have significant long term cost implications and should be evaluated not only based on initial cost, but also long-term development of standards. We work closely with the maintenance departments of a number of jurisdictions in providing construction review and maintenance inspections. Consequently, we bring a wealth of practical insights to the realities of cost and maintenance, as our cost estimates must reflect true project costs without unrealistic contingencies that eliminate project options.

To ensure expectations can be met, we continually monitor the construction budget at each stage of the project. We maintain an accurate cost data base which is updated quarterly based on bid numbers we receive on similar projects.

SUSTAINABLE DESIGN

Gates strongly supports the integration of innovative and sustainable design practices when creating outdoor spaces. We have a comprehensive portfolio of both LEED and ReScape projects. Our team has extensive knowledge of stormwater management BMPs and the California Water Efficient Landscape Ordinance (AB 1881) and includes LEED Accredited Professionals, ReScape Qualified Landscape Professionals and Raters, Accredited Green Roof Professionals, and an in-house ISA-certified arborist.

QUALITY CONTROL

Internally, we will use our developed '**scorecards,'** which verifies and ensures that an active project is routed through our weekly design review meetings and technical review process at each submittal milestone. **Technical checklists** will be used for coordinating any subconsultant work as it relates to landscape architecture, including underground utility systems, grading, drainage, and lighting locations & photometrics. Through the use of cloud-based **Bluebeam** software, we can streamline the review process and improve document communication by utilizing overlays, color coding, and real-time comment tracking capabilities to result in fewer potential RFI's and Change Orders. Externally, we issue **bi-weekly project progress reports** that highlight what tasks were done during the previous time period, and what tasks lay ahead in the coming weeks. They also report on any scope changes, budget and invoice status, schedule updates, and any input that might be needed from the City. These work very well to make sure all parties are connected and are up-to-speed on the project as a whole. To ensure expectations can be met, we continually monitor construction budgets at each stage of the project. We maintain an accurate **cost database** which is updated quarterly based on bid numbers received on similar projects, including average detailed bid results, discussions with contractors, and formal vendor quotations. Through these sources we are able to monitor the project designs to meet budgets.

Del Rey Elementary School, Orinda

Warm Springs BART Plaza, Fremont

Lila Bringhurst Community Park, Fremont

Mission College Interdisciplinary Plaza, Santa Clara

SANTA CLARA PARKS & RECREATION ON-CALL

Santa Clara, CA

Gates + Associates was contracted with the City of Santa Clara's Park & Recreation Dept. to assist with multiple park sites and public works projects. GATES has provided outreach, and worked with the community to build consensus on its goals, needs, and vision for the parks. GATES has also worked on the following parks through this on-call contract:

- **Everett N. "Eddie" Souza Park & Community Garden (2015 - 2018)**
  GATES developed this new 2-acre park on the San Tomas Aquino Creek Trail from a conceptual master plan through construction documents and construction administration. Features include a multi-use lawn, an off-leash dog area, interpretive signage, outdoor classrooms, age-appropriate play areas, a shaded picnic area, and a community garden.
  Award: 2019 APWA Project of the Year
- **Central Park Master Plan (2017 - 2020)**
  Through extensive community outreach, GATES developed an updated Master Plan for Santa Clara's 52-acre Central Park. The plan integrates renovated and relocated buildings on the site and accommodates the additional parking needed to satisfy the increased demand for the park.

Montague Park - Play Area Rendering

- **Homeridge Park Rehabilitation (2017 - 2021)**
  GATES served as project prime to rehabilitate this 6-acre park. Informed by extensive community & stakeholder input gathered through interactive workshops, the revitalized neighborhood park offers a woodland-themed play area, sports courts, and a large picnic area with BBQs.
- **Montague Park Rehabilitation (2017 - 2022)**
  As Project Prime, GATES led the rehabilitation of this 5.5-acre park, with the refreshed site including playgrounds, senior fitness stations, half basketball courts, and picnic areas.

Central Park Playground - Grand Opening

Outreach Open House (L) and Concept Enlargement (R) for Bayside Manor & Marina Vista Parks

MILLBRAE PUBLIC WORKS ON-CALL | *Millbrae, CA*

Since 2021, Gates + Associates has been contracted with the City of Millbrae's Public Works Department to assist with a variety of park & recreation and public infrastructure projects, ranging from playground improvements and landscape design review, to streetscape medians and grant pursuit assistance. Services provided have included schematic design development, construction documents, construction administration assistance and support with community outreach. Through this on-call contract, GATES has worked on the following projects:

- Central Park Playground Improvements
- Police Building Water Reduction Grant Pursuit
- Spur Trail Fitness Court
- East Hillcrest Median
- East Hillcrest & Hemlock Ave. Storm Pump Station
- Recreation Center Landscape Design Review
- Bayside Manor & Marina Vista Park Improvements

SAN RAFAEL PUBLIC WORKS ON-CALL | *San Rafael, CA*

Gates + Associates has been on the landscape architect on-call shortlist with the Public Works Department since 2019. Throughout the last 4 years, our collaborations with the City have included Spinnaker Point Parking, **Pickleweed Field & Park** project, and **Sun Valley Park Playground Improvements**. The Sun Valley Park project involved replacing aging play structures and improvement accessibility of the path of travel to the playground. The new playground opened to the public in 2023. For Pickleweed Park, Gates + Associates is working with the City to design and implement community-preferred enhancements that include converting the field to synthetic turf to accommodate year-round access; incorporating a new basketball court, playground for children under 5, fitness area for adults, shade and gazebo structure; renovations to the existing bathroom facilities; and adding lighting, security cameras, and parking. This project is currently in the construction document phase. Both projects included community outreach, including in-person workshops at each park, and online surveys.

Sun Valley Park - Preferred Conceptual Plan

Social Media Collateral (L) and Pop-up at the Park Event (R)

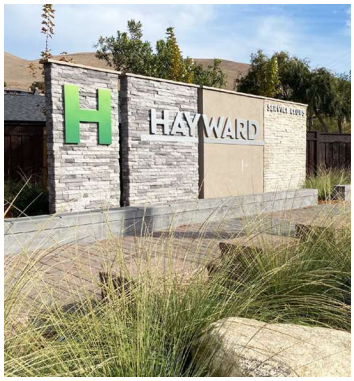
Big Oak Tree Park - Train-themed Play Area

Big Oak Tree Park - Benches & Trail

ON-CALL LANDSCAPE ARCHITECTURE SERVICES | *Contra Costa County, CA*

Gates has provided the County with on-call landscape architectural services for over a decade. Between 1999 to 2014, and 2018 to present, our services have included the following:

- Preparation of County Landscape Design, Construction and Maintenance Standards and Guidelines, including working with the County to select manufacturers and develop central controlled irrigation system and components. Prepared guidelines and standard for system and assisted with implementation on specific projects.
- Plan and bond estimate review and field inspection (both planting and irrigation) of landscape components proposed for dedication. Preparation of written reports of reviews and inspections (punch lists) and coordination with the County.
- County-wide ADA compliance review or parks. Identification of areas of non-compliance and strategy for addressing needed retrofits.
- Playground safety inspections by NPSI Certified Playground Safety Inspectors to review for conformance with all applicable laws, codes, and regulations. Preparation of report indicating hazards, hazard priority level, and a recommended course of corrective action.
- Evaluated existing landscape systems, including Stone Valley Road, Kensington, Pacheco and along Highway 4 and park improvements to Montalvin, Montevideo, Livorna, Orchard and Clyde facilities.
- Most recently (2021 - Present), provide concept development and community outreach facilitation for playground zone improvements at **Big Oak Tree Park**- a small, linear park nestled in a residential neighborhood within Clyde.



MISSION BOULEVARD CORRIDOR IMPROVEMENTS PHASE II | *Hayward, CA*

Phase 2 of the Mission Blvd. streetscape improvements runs approximately 1.4 miles from Industrial Parkway to Blanche Street. This $27 million project is creating a system of bike and pedestrian-friendly improvements along the busy corridor.

The design along this corridor implements the "Complete Streets" concept, with widened sidewalk, Class II bike lanes, planters to separate cyclists from the vehicle travel lanes, planted street medians and reconfigured travel lanes. Multiple layers of street trees in the parkway, bike lane planters, medians and greenways carry out the City's "Green Street" concept. A gateway plaza with a monument sign and seating areas terminates the greenway to create an entry statement for travelers entering the City from the south. Water efficient planting is integrated into the planting design.

Option A

Option B

L STREET BIKEWAY & LANDSCAPE IMPROVEMENTS

Antioch, CA

The City of Antioch selected a qualified engineering consultant team, which included Gates + Associates, to design infrastructure improvements, develop a path to transit, and create enhanced streetscape along L Street between Highway 4 and the Antioch Marina.

The City's Contra Loma Boulevard / L Street interchange provides the most direct access to downtown Antioch and the Antioch Marina and Boat Launching Facility, but the infrastructure along this roadway is deteriorating. This project involves rehabilitation, expansion and beautification of this area including additional bike lanes, undergrounding utilities, pavement rehabilitation, and traffic signal modifications to provide a more inviting entrance into the City.

As part of the first phase, Gates provided enhancements to median and street landscaping, as well as storm water planting along Lemontree Way.

Character images for the new median

HILLCREST MEDIANS | *Antioch, CA*

Gates + Associates worked with the City of Antioch to provide a planting design and construction documents for the new median on Hillcrest Avenue. The median, which will improve the greening and aesthetics of the streetscape, will include a mix of low maintenance landscaping.

AVIANO COMMUNITY | *Antioch, CA*

Gates + Associates provided landscape design services for multi-phase residential streetscape as well as 2 neighborhood parks and open space trails. Part of a new masterplanned community, the Aviano streetscape included monumentation signage to distinguish the various areas of the neighborhood. The parks and open space were designed with passive and active recreation in mind, including play areas, picnic zones, dog parks, bocce courts, trails and grass fields.

Illustrative Site Plan

Park and Open Space Trails Illustrative Plan

Photosimulation of Entry at Sand Creek Road

SAM BAUTISTA

Director of Engineering & Public Works
City of Millbrae
(650) 259-2336 | sbautista@ci.millbrae.ca.us

Public Works Department On-Call: Bayside Manor & Marina Vista Park Upgrades — As part of our on-call contract with the Public Works Department since 2021, GATES was contracted with the City of Millbrae to develop a community preferred plan & design for upgrades at both Bayside Manor and Marina Vista Park, which are two neighborhood parks nestled in residential areas. The project has included both virtual and in-person community outreach (online survey, pop-up events, design concept open house, and a project website), development of schematic designs for the parks, environmental compliance and permitting assistance, and is currently in the construction document phase.

Relevant Staff: Casey Case *(Principal),* Erik Gellerman *(Project Manager)*, Rebecca Flanegan *(Outreach Coordinator)*

JAMES TEIXEIRA / DALE SEALE

Director & Deputy Director, Parks & Recreation Department
City of Santa Clara
(408) 615-2260 / (408) 615-3771
JTeixeira@santaclaraca.gov / DSeale@santaclaraca.gov

Santa Clara Parks & Recreation On-Call — Gates + Associates was contracted with the City of Santa Clara's Park & Recreation Dept. to assist on multiple park sites and public works projects. Our collaborations have included renovations at both Homeridge and Montague Parks, Everett N. "Eddie" Souza Park, Central Park Master Plan, and the in-progress rehabilitations of Westwood Oaks Park and Henry Schmidt Park Playground. Our services have included schematic design, design development, construction documents, construction administration services, and community outreach, where our team worked with the community to build consensus on its goals, needs, and vision for the parks.

Relevant Staff: Casey Case *(Principal)*

APRIL MILLER

Director of Public Works
City of San Rafael
(415) 485-3355 | April.Miller@cityofsanrafael.org

San Rafael Public Works On-Call — Gates + Associates has been on the landscape architect on-call shortlist with the Public Works Department since 2019. Throughout the last 5 years, our collaborations with the City have included Spinnaker Point Parking, Pickleweed Field & Park project, and Sun Valley Park Playground Improvements. The Sun Valley Park project involved replacing aging play structures and improvement accessibility of the path of travel to the playground. For Pickleweed Park, GATES is designing and implementing community-preferred enhancements. Both projects included community outreach, including in-person workshops at each park, and online surveys.

Relevant Staff: Chuck Gardella *(Principal)*

GATES + ASSOCIATES
Walnut Creek, CA

REGISTRATIONS
Landscape Architect, CA #6032
Exp: June 2026

EDUCATION
B.S. Landscape Architecture,
U.C. Davis, 2008

CASEY CASE, RLA | President, Principal-in-Charge

Casey has successfully managed numerous projects both in public and private sectors. Her project experience includes streetscape design, campus master planning, community planning and design, and urban design. Casey's expertise ranges from project management, graphic renderings, project concept, design development, and cost estimating to construction document production. Casey is an ISA (International Society of Arboriculture) Certified Arborist. As of 2018, Casey serves on the Design Review Commission for the City of Walnut Creek, California.

RELEVANT PROJECT EXPERIENCE

- L Street Urban Greening Grant, Antioch, CA
- Ellis Lake Park, Playground & Restroom, Concord, CA
  2018 APWA Public Works Award
- Moraga Commons Park, Moraga, CA
- San Ramon Central Park Improvements, San Ramon, CA
- Rancho Laguna Landscape Inspection, Moraga, CA
- Imagine Playground, Dublin, CA
  2021 CPRS Award of Excellence in Design - Park Planning
  2022 NorCal APWA Project of the Year
- Caldwell Community Park Expansion, Redding, CA

GATES + ASSOCIATES
Walnut Creek, CA

REGISTRATIONS
Landscape Architect, CA #4721
Exp: September 2026

EDUCATION
B.S, Landscape Architecture,
U.C. Davis, 1998

ERIK GELLERMAN, RLA | Project Manager

Erik has managed numerous public and private projects at Gates + Associates. His skills range from concept and design development to working drawings, cost estimating and construction administration. Erik blends strong technical knowledge with the ability to think creatively and collaboratively. His projects include parks, streetscape beautification plans. Erik's diverse project experience has allowed him to acquire an understanding of the various challenges and opportunities of a given site. Erik has also co-authored a journal article that analyzed the feasibility of rainwater harvesting and graywater reuse application in dry California climates.

RELEVANT PROJECT EXPERIENCE

- Antioch Parks Courts Assessment, Antioch, CA
- Antioch City Park, Antioch, CA
- Jacobsen and Marchetti Parks, Antioch, CA
- Rancho Laguna Park Picnic Areas, Moraga, CA
- Moraga Commons Park Irrigation, Moraga, CA
- Beechnut Park, Hercules, CA
- Bush Avenue Pocket Park, San Pablo, CA
- Chang Property Park, San Ramon, CA
- Dumbarton Quarry, Fremont, CA
- Ellis Avenues Streetscape and Central Park, Tracy, CA

EDUCATION
B.S., Landscape Architecture,
Cal Poly San Luis Obispo, CA

JO-ANNIE TRAN | Job Captain

Jo-Annie has a passion for creating immersive and functional places while integrating sustainable principles. She has roots in Los Angeles where her focus was on urban design, mixed-use development, and residential design. With her shift to Northern California, she has expanded her experience to school, parks, and recreation. Her understanding of how efficient and effective spaces can effect people's experience inspires her design for communities. Her technical skills and knowledge in design software allows her to effectively transition concept plans into design and construction documents. Jo-Annie manages her projects and project team with intention and purpose.

RELEVANT PROJECT EXPERIENCE

- Lagoon Valley Linear Park, Vacaville, CA
- Rengstorff Park, Mountain View, CA
- Lagoon Valley Event Center, Vacaville, CA
- Deer Creek South, San Ramon, CA
- Shores Landing, Redwood City, CA
- Warner Center, Woodland Hills, CA
- Sequoia Living, South San Francisco, CA
- Pittsburg Premier (Delta View), Pittsburg, CA

GATES + ASSOCIATES
Walnut Creek, CA

REGISTRATIONS
Landscape Architect, CA #4721
Exp: October 2025

EDUCATION
B.S. Landscape Architecture,
U.C. Davis, 1998

CHUCK GARDELLA, RLA | QA/QC Manager

Chuck has worked on a wide range of public and private projects with a focus on construction documentation and administration. His strong technical expertise makes him an exceptional QA/QC lead. He has managed many public projects and is highly familiar with any unique issues that can occur. Chuck is well-versed in the design of LEED, CHPS, and ReScape projects. He is a Rescape Qualified Landscape Professional and therefore has extensive sustainable design expertise.

RELEVANT PROJECT EXPERIENCE

- Everett "Eddie" N. Souza Park, Santa Clara, CA
  2018 APWA Project of the Year
- Hill Recreation Area, Novato, CA
- Homeridge Park Rehabilitation Project, Santa Clara, CA
- Imagine Playground, Dublin, CA
  2021 CPRS Award of Excellence in Design - Park Planning
  2022 NorCal APWA Project of the Year
- Bluerock Business Center, Antioch, CA
- Livermorium Plaza at Mills Square Park, Livermore, CA
- Moraga Commons Park Improvements, Moraga, CA
- Warm Springs BART Plaza & West Access Bridge, Fremont, CA

GATES + ASSOCIATES
Walnut Creek, CA

EDUCATION
B.A., Anthropology/Humanistic Studies, John Hopkins University, 1996

REBECCA FLANEGAN | Outreach Coordinator

Rebecca has over 15 years of experience in events and public engagement with a focus on creatively connecting to communities. She has utilized her skills in public relations and logistics to manage both intimate and large-scale events for government entities, non-profit organization, and businesses. At Gates + Associates, Rebecca has coordinated thoughtful and inclusive outreach programs for planning projects and solicited community feedback through a variety of forums including focus group interviews, webinars, online surveys, and in-person workshops. Her expertise involves outlining outreach opportunities, guiding the engagement process to meet the needs of the client and community, and synthesizing input received into comprehensive and actionable results.

RELEVANT PROJECT EXPERIENCE

- Bayside Manor & Marina Vista Park Upgrades, Millbrae, CA
- Parks, Facilities, & Recreation Optimized Plan, Cordova, CA
- Keiser Park Master Plan Update, Windsor, CA
- Margate Park Improvements, Daly City, CA
- Matt Garcia Community Park Master Plan, Fairfield, CA
- Memorial Park Specific Plan, Cupertino, CA
- Railroad Avenue Beautification Project, Pittsburg, CA
- University Avenue Streetscape, Palo Alto, CA

GATES + ASSOCIATES
Walnut Creek, CA

EDUCATION
B.S. Environmental Horticulture Science, California Polytechnic University, San Luis Obispo

PHIL VILLANUEVA| Project Management Assistance

Phil has managed numerous construction projects over the past few decades. His project oversight includes parks and recreation, streetscape improvements, civic, education, custom residential, and large scale commercial. Phil utilizes extensive technical knowledge and ability to solve problems to help projects to fruition.

RELEVANT PROJECT EXPERIENCE

- Finley Community Park, Santa Rosa, CA
- Ken Mercer Cricket Field, Pleasanton, CA
- Livermore High School Softball, Livermore, CA
- Premier Fields, Pittsburg, CA
- Pickleweed Park, San Rafael, CA
- Pleasanton Gateway, Pleasanton, CA
- Railroad Ave., Pittsburg, CA
- City Hall, Millbrae, CA
- Mission College Plaza Completion, Santa Clara, CA
- Napa Valley Union School District, Napa, CA
- Solano Community College-Quad Redesign, Fairfield, CA
- West Valley College, Saratoga, CA

RMA
Walnut Creek, CA

EDUCATION
Irrigation Design Certificate, Cal Poly SLO, 1995

CERTIFICATIONS
Certified Irrigation Designer (IA)

Certified Landscape Irrigation Auditor (IA)

JEFF BRADSHAW | *Irrigation Lead*

Jeff Bradshaw has over three decades of experience in various aspects of irrigation consulting including design, plan review, design review, irrigation and water management, master planning, hydraulic calculation, project specifications, field observation irrigation scheduling, water usage calculation, and irrigation water auditing. Jeff's project experience includes irrigation design of commercial and industrial projects, residential Communities, parks and athletic fields, large recreational facilities, and several major highway projects, many of which included the usage of reclaimed water. He is a professional member of the American Society of Irrigation Consultants (ASIC).

RELEVANT PROJECTS

Denali Park Irrigation Design, Manteca, CA

Ellis Ave Park Irrigation Design, Tracy, CA

Henry Schmidt Park, Santa Clara, CA

Pickleweed Park Irrigation Retrofit Design, San Rafael, CA

Sunrise Ridge Park, San Ramon, CA

Westwood Oaks Park, Santa Clara, CA

BSK ASSOCIATES
Livermore, CA

EDUCATION
M.S. Civil Engineering, University of Idaho, 2000

REGISTRATION
Geotechnical Engineer, CA, No. 2756

CRISTIANO MELO, GE | *Geotechnical Lead*

Cristiano Melo will serve as one of the lead geotechnical engineers for this project during the design process He has over 24 years of engineering experience supporting projects ranging from design of shallow and deep foundations to retaining walls, pavements evaluation and rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, and slope stability analysis. He is also experienced managing construction observation and testing.

RELEVANT PROJECTS

Bayside Manor & Marina Vista Park Renovations, Millbrae, CA

El Pescadero Park Multi-Generational Rec Center, Tracy, CA

McCoy Creek Trail Phase II, Suisun City, CA

Wallis Ranch Community Park, Dublin, CA

Westwood Oaks Park, Santa Clara, CA

Henry Schmidt Park, Santa Clara, CA

ATIUM ENGINEERING
San Ramon, CA

EDUCATION
The Pennsylvania State University, Masters of Architectural Engineering

REGISTRATION
Prof. Engineer CA #E19203

DAVE MAINO, PE, LEED AP | *Electrical Lead*

Dave has built upon the collaborative approach encouraged as part of his Architectural Engineering curriculum to focus on a whole-building approach to design. Careful collaboration between disciplines is at the core of his design philosophy. This collaborative approach has led to successes in a wide variety of commercial, public works, educational, residential, and civic projects. Dave focuses on highly efficient electrical, lighting, and low voltage systems that are convenient and easy for owners, building occupants, and maintenance staff to use and interact with.

RELEVANT PROJECTS

Pickleball Park, San Rafael, CA

Ken Mercer Field, Pleasanton, CA

Emma Prusch Playground, San Jose, CA

Jollyman All-Inclusive Park, Cupertino, CA

Sonoma Academy, Santa Rosa, CA

Pittsburg Park and Skatepark, Pittsburg, CA

BKF ENGINEERS
Walnut Creek, CA

EDUCATION
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

REGISTRATION
Prof. Engineer CA #79197

MICHAEL STEELE, PE, LEED AP | *Project Manager*

Michael's experience provides the knowledge to manage and prepare detailed planning and construction documents for a wide range of projects, including public roadways, utility infrastructure, site development projects, and community and park facilities throughout the San Francisco Bay Area. As project manager, he is responsible for designing and coordinating projects from preliminary design through construction. Michael focuses on adding value to projects by understanding client expectations and goals, being a strong advocate for clients and projects throughout the design and construction process, and delivering designs that utilize creative and pragmatic problem solving.

RELEVANT PROJECTS

Project Manager, Rossmoor Facilities Plan, Walnut Creek, CA

Civil Engineer, Rossmoor Creek Outfall, Walnut Creek, CA

Civil Engineer, North Vasco Rd Water Line Extension, Livermore, CA

Project Manager, Mount Diablo - South Gate Road Slide, Danville, CA

Project Manager, Live Oak Community Center, Berkeley, CA

BKF ENGINEERS
Walnut Creek, CA

EDUCATION
BS, Geodetic Engineering, University of the Philippines Diliman

REGISTRATION
Land Surveyor, CA #9251

BEN SANTOS, PLS | *Survey Lead*

Ben has 24 years of professional experience in surveying. He is a licensed Geodetic Engineer with experience in control surveys and ground deformation studies. His responsibilities include preparation of Topographic Surveys, Differential Leveling Surveys, ALTA/NSPS Surveys, Boundary Surveys, Subdivision Maps, Elevation Certificates, Corner Records, Record of Survey Maps, Plats & Legal Descriptions. In coordination with the team, Ben performs a variety of tasks including research, post-processing, survey calculations, and gives expert advice to the success of survey projects. Ben has extensive experience in the last 15 years with water pipeline replacement projects, preparing 100+ miles of base mapping while working with design-build companies and local government agencies.

RELEVANT PROJECTS

Survey Manager, Bayfront Canal/Atherton Channel Flood TO#6, Menlo Park, CA

Project Manager, Palo Alto On-Call Survey and Map Review Services 2025, Palo Alto, CA

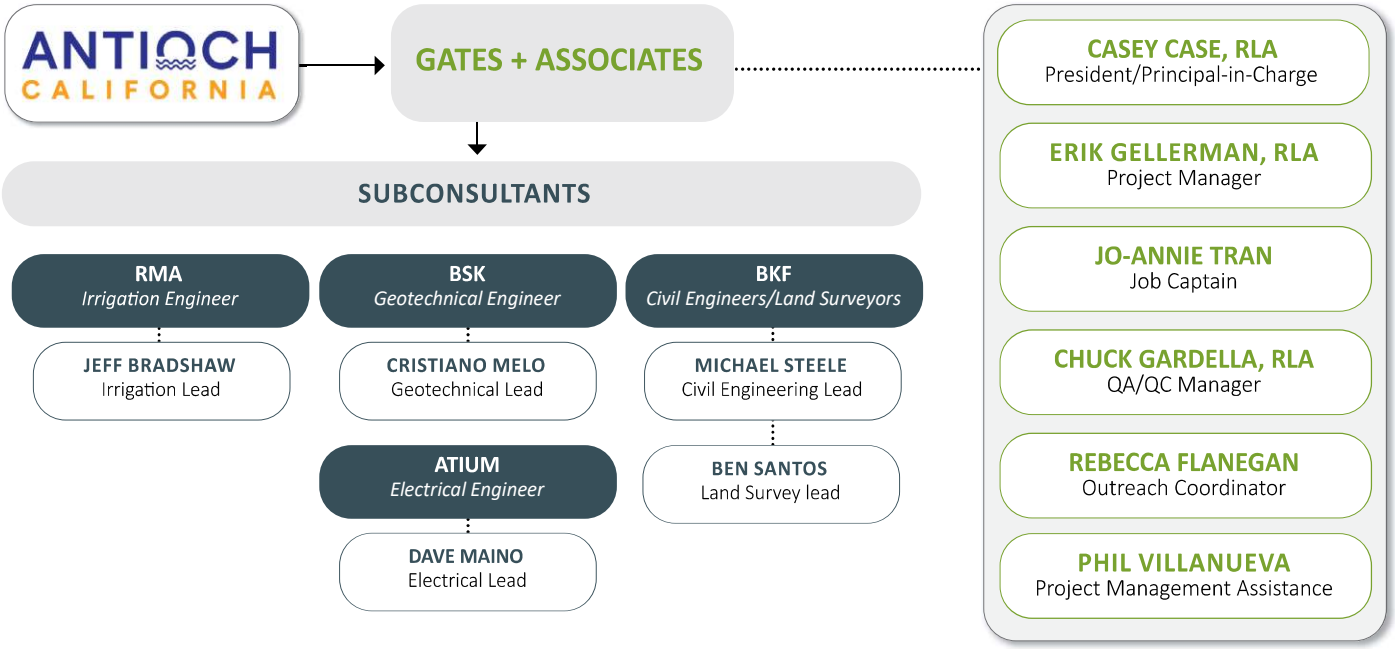
Project Manager, Mountain View On-Call Land Development Survey 2025-28, Mountain View, CA

Project Manager, Belmont On-Call Land Surveying Services 2025-28, Belmont, CA

Principal & Project Manager, Pacifica On-Call Surveying Services 2025-27, Pacifica, CA

Santa Rosa City Hall Demonstration Garden, Santa Rosa

5. ORGANIZATIONAL CHART



We are not proposing a full team of subconsultants at this time. Once we have details on the City's needs, we will prepare a relevant team of trusted partners to ensure all project requirements are addressed.

Livermorium Plaza, Livermore

GATES + ASSOCIATES

I. HOURLY FEES

HOURLY FEES FOR SERVICES OF:	RATE PER HOUR:
Partner	$235.00 - $250.00
Principal	$220.00 - $235.00
Associate Principal	$205.00 - $220.00
Senior Associate	$185.00 - $205.00
Job Captain	$165.00 - $185.00
Irrigation Designer	$200.00 - $210.00
Community Outreach Facilitator	$185.00 - $205.00
Production	$155.00 - $175.00

II. EXPENSES (REIMBURSABLES)

A. Consultants at approximately the same rates indicated above or on consultant fee schedules.

B. Other direct expenses at cost which may include:

1. Printing and reproduction costs.
2. Mileage and travel costs.
3. Miscellaneous

Hourly rates may be adjusted annually and shall apply for any services rendered after that date. These adjustments are not limited to the rate per hour ranges listed above, and will not affect the total amount of compensation for services.

BKF

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

CLASSIFICATION	HOURLY RATE
PROJECT MANAGEMENT	
Principal in Charge	$317.00
Senior Project Executive	$294.00
Project Executive	$287.00
Senior Project Manager | Senior Technical Manager	$278.00
Project Manager | Technical Manager	$273.00
Engineering Manager | Surveying Manager | Planning Manager	$251.00
TECHNICAL STAFF	
Senior Project Engineer | Senior Project Surveyor | Senior Project Planner	$233.00
Project Engineer | Project Surveyor | Project Planner	$205.00
Design Engineer | Staff Surveyor | Staff Planner	$179.00
BIM Specialist I, II, III	$179.00 - $205.00 - $233.00
Technician I, II, III, IV, V	$170.00 - $181.00 - $198.00 - $213.00 - $230.00
Drafter I, II, III, IV	$133.00 - $146.00 - $158.00 - $175.00
Engineering Assistant | Surveying Assistant | Planning Assistant	$111.00
FIELD SURVEYING	
Survey Party Chief	$233.00
Instrument Person	$200.00
Survey Chainperson	$150.00
Utility Locator I, II, III, IV	$122.00 - $172.00 - $207.00 - $235.00
Apprentice I, II, III, IV	$92.00 - $124.00 - $137.00 - $145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	$305.00
Senior Construction Administrator	$266.00
Resident Engineer	$197.00
Field Engineer I, II, III, IV	$179.00 - $205.00 - $233.00 - $250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	$218.00
Funding Strategies Manager	$200.00
Funding/Research Analyst I, II, III, IV	$137.00 - $158.00 - $168.00 - $185.00
PROJECT ADMINISTRATION	
Project Coordinator	$149.00
Senior Project Assistant	$128.00
Project Assistant	$113.00
Clerical | Administrative Assistant	$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

BKF ENGINEERS

RMA

RUSSELL D. MITCHELL & ASSOCIATES, INC.
2760 Camino Diablo
Walnut Creek, CA 94597
T 925.939.3985
W www.rmairrigation.com
E RMA@rmairrigation.com

RMA 2024 - 2026 Fee Schedule:

Principals:

- Russ Mitchell $225.00/hr
- Chris Mitchell $200.00/hr

Project Managers:

- Jeff Bradshaw $175.00/hr
- Jeff Dias $175.00/hr
- Jose Cruz $175.00/hr

Design Assistants:

- Marcio Sanchez $150.00/hr
- David Munger $150.00/hr
- Ian Sanchez $150.00/hr

CADD Technicians:

- Lance Blanchard $125.00/hr

Administrative/Clerical Services:

- Carole Krasko $100.00/hr

Reimbursable charges:

- Mileage to meetings or site visits Billed at our cost
- Plotting costs Billed at our cost
- Delivery Charges Billed at our cost

Current Insurance Coverages Held by RMA:

- Commercial General Liability: $2,000,000.00 each occurrence, $4,000,000.00 agregate.
- Umbrella Policy: $1,000,000.00 each occurrence, $1,000.000.00 aggregate.
- Automobile Liability: $1,000.000.00 per accident.
- Workers Compensation and Employers' Liability: $1,000,000.00 each accident, $1,000,000.00 each employee, $1,000,000.00 policy limit.
- Professional Liability: $2,000,000.00 aggregate/per claim.
- Additional insured requirements: All parties can be added.

ATIUM

Engineer:	$200/hr
Drafting:	$150/hr
Admin:	$100/hr

BSK

PERSONNEL RATES					
PROFESSIONAL STAFF	**2025**	**2026**	**2027**	**2028**	**2029**
Principal	$ 314.00	$ 330.00	$ 347.00	$ 364.00	$ 382.00
Senior Professional	$ 276.00	$ 290.00	$ 305.00	$ 320.00	$ 336.00
Project Professional II	$ 259.00	$ 272.00	$ 286.00	$ 300.00	$ 315.00
Project Professional I	$ 221.00	$ 232.00	$ 244.00	$ 256.00	$ 269.00
Staff Professional II	$ 193.00	$ 203.00	$ 213.00	$ 224.00	$ 235.00
Staff Professional I	$ 171.00	$ 180.00	$ 189.00	$ 198.00	$ 208.00
Project Administrator	$ 122.00	$ 128.00	$ 134.00	$ 141.00	$ 148.00
Administrative Assistant / Clerical	$ 110.00	$ 116.00	$ 122.00	$ 128.00	$ 134.00
Seismic GIS	$ 243.00	$ 255.00	$ 268.00	$ 281.00	$ 295.00
GIS Specialist	$ 210.00	$ 221.00	$ 232.00	$ 244.00	$ 256.00
Information Specialist II	$ 198.00	$ 208.00	$ 218.00	$ 229.00	$ 240.00
Information Specialist I	$ 176.00	$ 185.00	$ 194.00	$ 204.00	$ 214.00
CAD	$ 132.00	$ 139.00	$ 146.00	$ 153.00	$ 161.00
Litigation support		1.5x standard rate			

TECHNICAL STAFF	**2025**	**2026**	**2027**	**2028**	**2029**
Group 1 - Special Inspector	$ 198.00	$ 208.00	$ 218.00	$ 229.00	$ 240.00
Group 2 - Special Inspector	$ 188.00	$ 197.00	$ 207.00	$ 217.00	$ 228.00
Group 3 - Engineering Technician	$ 167.00	$ 175.00	$ 184.00	$ 193.00	$ 203.00
Group 3 - Geotechnical Professional	$ 204.00	$ 214.00	$ 225.00	$ 236.00	$ 248.00
Group 3 - Environmental Professional	$ 204.00	$ 214.00	$ 225.00	$ 236.00	$ 248.00
Group 4 - Technician	$ 146.00	$ 153.00	$ 161.00	$ 169.00	$ 177.00
Ground Penetrating Radar Scanning Technician	$ 348.00	$ 365.00	$ 383.00	$ 402.00	$ 422.00
Core Drilling Technician	$ 270.00	$ 284.00	$ 298.00	$ 313.00	$ 329.00
Floor Flatness Testing Technician	$ 232.00	$ 244.00	$ 256.00	$ 269.00	$ 282.00
Sample Pickup / Transportation / Delivery	$ 132.00	$ 139.00	$ 146.00	$ 153.00	$ 161.00
Laboratory Technician	$ 144.00	$ 151.00	$ 159.00	$ 167.00	$ 175.00

OTHER RATES					
BASIS OF CHARGES FOR FIELD TECHNICIAN SERVICES	**2025**	**2026**	**2027**	**2028**	**2029**
Field Work from 0 to 4 hours		Bill 4 hours			
Field Work from 4 to 6 hours		Bill 6 hours			
Field Work from 6 to 8 hours		Bill 8 hours			
Field Work over 8 hours / Saturdays		Bill time and a half base rate (1.5x)			
Sundays, holidays and over 12 hours		Bill two times base rate (2x)			
Night Shift (Shift commencing after 2pm / before 4am)		Base Rate x 12.5%			
Show-up time (no work performed), minimum charge		Bill 2 hours			
Sample or cylinder pickup, minimum charge		Bill 2 hours			

REIMBURSABLES	**2025**	**2026**	**2027**	**2028**	**2029**
Mileage - 2x2 vehicle (Portal to Portal)		$1.00/mile or the IRS rate + 15%, whichever is higher			
Mileage - 4x4 vehicle (Portal to Portal)		$2.00/mile or the IRS rate + 15%, whichever is higher			
Per Diem (as required)		Quote / $300.00 min.			
Bridge Toll		Cost + 15%			
Parking Fees		Cost + 15%			
Subconsultant/Subcontractor Services, Vendors, and Expenses		Cost + 15%			

BSK SERVICES / DIR / PREVAILING WAGE ADMINISTRATION FEES	**2025**	**2026**	**2027**	**2028**	**2029**
Certified Payroll / DIR Upload (Monthly) - per project	$ 315.00	$ 331.00	$ 348.00	$ 365.00	$ 383.00
Non-Performance Certified Payroll / DIR Upload (Monthly) - per project	$ 105.00	$ 110.00	$ 116.00	$ 122.00	$ 128.00
Subcontractor Management / Compliance Forms (Monthly) - per project	$ 105.00	$ 110.00	$ 116.00	$ 122.00	$ 128.00
Additional LCP Tracker or Other Compliance Software (Monthly) - per project	$ 210.00	$ 221.00	$ 232.00	$ 244.00	$ 256.00
Additional Special Forms, as required (Monthly) - per project	$ 158.00	$ 166.00	$ 174.00	$ 183.00	$ 192.00

Gates + Associates has reviewed the City's Consultant Service Agreement and insurance requirements. We accept the agreement without modifications and can meet the City's insurance requirements.

Mission Boulevard Corridor Improvements, Hayward

ATTACHMENT "B"

REQUEST FOR QUALIFICATIONS FOR

ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES

Qualifications Due: Wednesday, March 19, 2025, at 2:00 p.m.

Public Works Department 1201 W. Fourth Street Antioch, CA 94509
(925) 779-4129

INTRODUCTION

The City of Antioch (City) is requesting qualifications from Landscaping Architectural consulting/design firms to provide on-call landscape architectural and irrigation design services for various City landscape projects. The City intends to develop a "Shortlist" of Consultant/Design teams that will be called upon to provide services for any needed project or consulting service within the scope of landscape architectural and irrigation design services. Selected firms are expected to enter a three (3) year agreement with the City with an optional two (2) year extension at the sole discretion of the City for a possible five (5) year consulting services agreement.

Project size will vary depending on City need. Assignments are anticipated to be mainly design; however, community outreach and project management assistance may be requested. Consultant teams are expected to include a **California licensed landscape architect** when designing Landscape projects. A surveyor and civil engineer may be needed as well for some projects. Although the team will be selected as a whole, individual projects may not need the services of the entire team. Appropriate team members would be selected based on the scope of each project.

A Consultant team selected from the Shortlist will be provided with a detailed scope of services and specific tasks for each project, which will be used to negotiate a not-to-exceed project fee based on pre-approved Consultant billing rates. The Consultant will then give a description of the approach to the proposed project, specific members of the project team, proposed fees and a schedule for its completion for City approval. The City's Project Manager will determine if the proposal, schedule, and negotiated fees are acceptable. Fees submitted for each project shall be based upon those fees listed in your response to this proposal.

OVERVIEW

The City anticipates that a variety of landscape architectural and irrigation design services may be needed during the next three (3) years. The need to balance City staff resources, re-prioritize project needs, or emergency/urgent situations may drive the need for these on-call Consultant services.

Examples of landscape design requests will be for public areas, such as median and right of way landscape areas, and park enhancements and renovations. The expectation is that the Consultant will design projects per current City of Antioch Design Standards and Construction Specifications, State of California Model Water Efficient Landscape Ordinance (MWELO), and the Americans with Disabilities Act (ADA). Thorough understanding of these Standards, Specifications and Guidelines are expected. Accurate construction cost estimates for projects will be required as well.

Occasional, unanticipated requests might also need immediate attention such as requests for information (RFI) from contractors. Each Consultant shall address their capacity for immediate response in their Proposal.

OBJECTIVES

The purpose of this Request for Qualifications is to develop a list containing more than one Consultant that can provide the City with on-call landscape and irrigation design services on an as-needed basis. The Landscape Architect firm shall be the prime consultant of the project team.

The goal of this RFQ is to create a "shortlist" of qualified Consultants that will be available for use by City staff on projects within the City's Capital Improvement Program or as part of on-going Public Works Operations renovation/enhancement projects.

SCOPE OF SERVICES

Selected qualified firms shall provide on-call general landscape architectural and irrigation design services that may be requested by the City during the term of this agreement in a prompt, professional, and competent manner in accordance with the standards of the landscape architectural profession. All work, unless otherwise specified, shall be performed on a time and materials basis, and completed to the satisfaction of the Public Works Director/ City Engineer or designee within the time periods allocated, or as mutually agreed to at the beginning of the assignment. The following list provides examples of the type services that may be requested. Not all services may be needed on a specific project. Actual services will be project based according to need.

Landscape Design Services

1. Prepare site, landscape and/or irrigation plans;
2. Provide topographic site surveys for design purposes;
3. Provide property line survey to confirm existing boundaries;
4. Coordinate with Local Services to determine surface and underground utilities including identification/resolution of potential conflicts;
5. Prepare Storm Water Management Plans and include temporary and permanent BMP's to meet NPDES storm water quality requirements;
6. Review geotechnical and engineering reports;
7. Conduct community outreach and build consensus for final concept design;
8. Prepare preliminary and final design plans, specifications, details, quantity calculations and accurate estimates of costs;
9. Assist in bidding and award phase;
10. Provide construction administration services.

Project Management Assistance

In addition, the City may decide to retain on-call services as necessary to assist with project management. It is not anticipated that all Consultants will have staff available to provide these additional services, however the City would like any firm that has this capability to identify staff members that may be able to perform the following duties:

1. Assist the City in managing small to medium-sized capital projects including the preparation of staff reports, project planning and coordination with other agencies and utilities.
2. Assist the City in managing consultant work including signing, landscaping, utility undergrounding, irrigation and lighting.
3. Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to request for information, review of bids, award of contract, project accounting, and closeout.
4. Perform Utility Research and coordination with Utility companies.
5. Perform Base Mapping of capital projects.
6. Prepare baseline project design schedule using critical path method and update schedule

as necessary.

7. Prepare application for and assist the City to obtain the necessary permits and approvals from appropriate agencies.
8. Perform or manage sub-consultants in the preparation of geotechnical services required on the project including pavement structural section and other required soil characteristics for design of structures.

Irrigation Design Services

The City of Antioch takes water conservation seriously. All irrigation designs will adhere to State of California MWELO Regulations. The planting and irrigation design of every site is considered an opportunity to enhance our environment, while conserving the resources which will maintain the landscape sustainably. The following points outline some of the ways the City implements such design principles.

- Utilize the latest water conserving technology and products.
- All systems contain automatic controllers that are equipped with water monitoring capabilities by seasonal program percentages based on Evapotranspiration (ET).
- Master control systems have backflow and pressure reducing devices.
- Rain, wind and moisture sensing override devices or weather stations are installed as appropriate.
- Gallonage, matched precipitation, pressure compensating rotors, rotators, spray heads and bubblers nozzles on bodies that are equipped with internal or in line check valves.
- Zone rotor, rotator spray heads and bubblers based on their GPM, PSI, arc pattern, radius, precipitation rates and plant material types being irrigated.
- Bubbler nozzles and underground irrigation tubing is used when appropriate.
- Zone the irrigation system into hydro-zones based on solar exposure, soil structure, topography, plant material types and their water requirements.
- Turf and shrub areas are watered separately through separate valve zones.
- Schedule repeat cycles (cycle/soak) and appropriate equipment as necessary to avoid runoff and overspray.
- Systems shall maintain or exceed a level of 0.71 efficiency and use of reclaimed water as possible.

SCOPE OF WORK - Irrigation Design Services

All irrigation designs will adhere to State of California MWELO Regulations.

The scope of work for potential projects may include, but not be limited to:

1. Initial site investigation and assessment of work based on project goals.
2. Review of planting zones for hydro-zone efficiency.
3. Review of City standard irrigation details, material list, and recommend appropriate upgrades. Develop or update City standard irrigation details in CAD as required in project scope.
4. Provide peer review of work prepared by City staff, and make recommendations and

revisions as directed by the City.

5. Comply with State (AB 1881) and local requirements.
6. Pre-Design - Assessment and Development of Existing Irrigation As-builts:
   a) Review site conditions and existing above ground irrigation components with City staff, and other agencies as required by project scope.
   b) Utilize existing survey to produce CAD documents with all above ground irrigation components. Add any missing irrigation components with GPS or field measurements.
   c) Coordinate with City staff in obtaining field piping notes or field knowledge to complete pipe routing of the various components.
   d) Provide final CAD and PDF documents with all irrigation components to be provided as deliverables.
   e) Coordination with the City's consultants and contractors as required.
7. Design - Conceptual Design and Design Development Phase:
   a) Prepare conceptual design, including plans, details and draft specifications for City review and approval.
   b) Provide product and material cut sheets.
   c) Prepare budgetary cost estimates.
   d) Review proposed planting zones and calculate the estimated amount of water required for the project site.
   e) Coordinate with City and other consultants in determining joint trench and clearance requirements.
   f) Landscape Documentation Package:
      i. Project Information
      ii. Water Efficiency Landscape Worksheets
8. Site Inspection Worksheet – Point of Connection (POC) Information
9. Site Inspection Worksheet – Controller Information
10. Site Inspection Worksheet – Station Information
11. System Capacity Calculations
12. Water Efficient Landscape Worksheet
    a) Hydrozone Information Table
    b) Water Budget Calculations
    c) Maximum Applied Water Allowance (MAWA)
    d) Estimated Total Water Allowance (ETWU)
13. Part 1. Certificate of Completion
14. Part 2. Certification of Installation According to the Landscape Documentation Package
15. Part 3. Irrigation Schedule
16. Part 4. Schedule of Landscape and Irrigation Maintenance.
17. Part 5. Landscape Irrigation Audit Report

18. Part 6. Soil Management Report
19. Soils Analysis Report
20. Verification of Implementation
    a) Soil Management Report
    b) Irrigation Plan
    c) Irrigation Schedule
    d) Landscape and Irrigation Maintenance Schedule
    e) Irrigation Audit, Irrigation Survey and Irrigation Water Use Analysis
    f) Irrigation Efficiency
    g) Recycled Water
    h) Booster Pump Design
    i) Irrigation Well Design if needed
21. Post Design - Construction Documents Phase:
    a) Prepare construction documents, including plans, details and specifications complete and ready for City review, permitting and bidding. Final bid construction documents set shall be stamped and signed by licensed design professional in charge.
    b) Construction documents shall conform to graphic standards, including title blocks, scale, established by the City.
    c) Prepare cost estimate to correspond with line items and unit costs on project Bid Spreadsheet and Measurement and Payment Clause in the project specifications.
    d) Prepare technical specifications in City Standard, CSI or Caltrans format, as required or directed.
    e) Provide all plans to the City in AutoCAD format (most recent version).
    f) Project administration as required.
    g) Project Construction Phase:
        i. Provide evaluation on material substitution request.
        ii. Review submittals and shop drawings.
        iii. Review and respond to contractor Request for Information (RFI).
        iv. Change order evaluation as necessary.
        v. Attend construction punch walk and generate project punch list.
        vi. Project Conformed Set of Project Documents in CAD and PDF format at project completion for City records.
    h) Referenced City Standard Irrigation Details:
        i. Tree Staking L-03
        ii. Pedestal Irrigation Controller L-04
        iii. Sprinkler Irrigation lateral L-05
        iv. Quick Coupler Main Line (Potable) L-06

v. Quick Coupler Main Line (NON-POTABLE) L-07
vi. Light Energized Irrigation Controller L-08
vii. Shrub and Tree Planting on Slope L-10
viii. Irrigation Master Control Valve L-11
ix. Irrigation Remote Control Valve L-12
x. Isolation Gate Valve 2" and Under L-13e
xi. Isolation Gate Valve 2-1/2" & Over L-14
xii. Trench Section for Irrigation Pipe L-15
xiii. Irrigation Typical Thrust Blocks L-16
xiv. Reduced Pressure Backflow Preventer Assembly W-11

PERIOD OF AWARD

The anticipated effective date for providing the required product and services shall be for an initial three (3) year period with an optional two (2) year extension at the sole discretion of the City for a possible total five (5) year agreement, starting approximately April 2025.

If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm's pricing proposal from the consultant, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term of extension thereof. All decisions to extend the contract are at the option of the City.

SUBMITTAL REQUIREMENTS

Please prepare and organize your Qualifications based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Submittal. Please note however that the RFQ submittal is limited to **20 pages maximum** (excluding resumes) and should be submitted on 8 ½ x 11" paper, in 12-point font.

1. Interested firms are requested to submit three (3) sealed copies of their Qualifications and one electronic copy in PDF format as follows: Enclose a cover letter not to exceed one page describing the firm's interest and commitment to perform on-call landscape architectural and irrigation design services. The person authorized by the firm to negotiate a contract with the City of Antioch shall sign the cover letter.
2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.
3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the service categories your firm is interested in providing. Include a brief description of the role associated with the reference, and the role of the respective team member.
4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact.
5. Include an organization chart, including those who may take a role in as a consultant to the City.

6. Present proposed compensation rates.
7. Provide confirmation of your firm's ability to meet the City's Consultant Service Agreement and insurance requirements (See Attachment A). Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

SELECTION CRITERIA

All qualifications will be evaluated based on the criteria below.

- Qualifications and experience of key project team members, particularly the Project Manager, qualified technical and support personnel - 25 points
- Experience with local municipalities and agencies - 25 points
- Ability to respond in a timely manner – 15 points
- Quality and completeness of the proposal – 10 points
- Ability to meet contract and insurance requirements – 10 points
- Fees – 15 points

CONTRACT TERMS AND CONDITIONS

It is anticipated that any selected Consultant firm will work under a three (3) year Consultant Services Agreement with the City. Payment for services provided under the service agreement will be on a "time and materials" basis with a not-to-exceed limit of $125,000 per contract year. At the end of the three-year term, the City may renew the consultant's Service Agreement for two (2) one-year period extensions with a not-to-exceed limit of $125,000 per extension contract year. Services will be requested on an as needed basis and there is no guarantee of work or that any funds will be used.

CONTRACT TERMS AND CONDITIONS

Enclosed is a copy of the City of Antioch's Consultant Service Agreement. By submitting a proposal for this work, a firm agrees to comply with all terms and conditions and insurance requirements outlined in the agreement.

It is anticipated that the selected consultant(s) will work under a three-year Agreement with the City. At the end of the three-year term, the City may renew the Agreement for up to two additional years.

It is anticipated that from the proposals submitted, City staff will be able to select the firms best suited to meet the City's needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the project and the firm's proposal. The City will negotiate a Consultant Service Agreement for the work after staff has determined the best qualified firms.

No compensation will be due any firm for preparation of a written proposal or for meeting with staff after a "short list" has been determined.

The selected firm will receive a notice to proceed after the City Council has approved their contract.

SUBMISSION INSTRUCTIONS

Three (3) bound, and one (1) electronic copy of the proposal **must be submitted no later than 2:00 p.m. on Wednesday, March 19, 2025** to:

City of Antioch
Derek Traya
Public Works Department
1201 W. 4th Street
Antioch, CA 94509

Interviews will be conducted if there is not an outstanding response and two or three firms are very close in evaluation points. Any questions regarding the above should be directed to Public Works Department at (925) 779-6968 or dtraya@antiochca.gov.

ATTACHMENT "C"

ON-CALL ARCHITECTURAL AND IRRIGATION DESIGN SERVICES
RFQ 031925
Evaluation of Qualifications

RATER 1	RATER 2	RATER 3	AVERAGE	
100 Points	*100 Points*	*100 Points*	*100 Points*	
92	82	87	87.00	Gates + Associates
90	84	85	86.33	Verde Design
89	79	90	86.00	Tanaka Design Group
87	83	86	85.33	INTEGRA
87	83	85	85.00	Dillingham Associates
88	78	85	83.67	McArdle Design
86	79	84	83.00	CSW ST2
85	74	77	78.67	RHAA
69	78	79	75.33	Panoramic Design Group
80	70	75	75.00	Westwood
69	70	68	69.00	PGA Design

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Traya, Operations Supervisor, Parks Division

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

SUBJECT: Approval of a Multi-Year Consultant Services Agreement for On-Call Landscape Architectural and Irrigation Design Services with Verde Design Inc. in the Amount of $500,000

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Consultant Services Agreement with Verde Design Inc. for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this expenditure will be requested as part of the City's FY 26/27 budget process. Depending on the design project, funds will be allocated from the General Fund, Gas Tax, Measure J, and/or Water Enterprise Fund. The anticipated expenditure for these services is $100,000 for each contract year for a total five (5) year contract amount of $500,000.

DISCUSSION

The Public Works Department, through its Parks and Landscape Divisions, strives to maintain the City's landscaped areas in a safe and aesthetically pleasing manner and continues to make ongoing efforts to upgrade and enhance the City's parks, landscaped right of ways and facilities for the residents of Antioch.

On February 5, 2025, staff solicited a Request for Proposal for On-Call Landscape Architectural and Irrigation Design Services. As part of this RFQ solicitation, the City's intent was to develop a "Shortlist" of Design Consultants that may be called upon to provide landscape design services on an as needed basis. On March 19, 2025, the solicitation closed and eleven (11) RFQs were received. Staff selected Verde Design Inc.

K
Agenda Item #

of Santa Clara, CA. as one of two design consultants to be added the City's shortlist of design consultants.

If awarded the contract, Verde Design Inc. will provide on-call landscape and irrigation design services, as directed by City staff, on an as-needed basis. For example, design services may be used for the City's ongoing Landscape Median Enhancement project, for City right of way enhancements, for Park renovation projects, or for landscape renovations at City facilities such as the Water Treatment Plant and City Hall. Staff recommend awarding this on-call landscape design agreement to ensure that future landscape projects are executed in a timely manner for the benefit of the residents of Antioch.

ATTACHMENTS

A. Resolution
    1. Exhibit 1 – Draft Consultant Services Agreement
        a. Exhibit A – Verde Design Proposal
B. Published RFP
C. Scoring Sheet

ATTACHMENT "A"

RESOLUTION NO. 2025/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A MULTI-YEAR CONSULTANT SERVICES AGREEMENT FOR ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES WITH VERDE DESIGN INC. IN THE AMOUNT OF $500,000, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT

WHEREAS, the Public Works Department, through its Parks and Landscape Divisions, strives to maintain the City's landscaped areas in a safe and aesthetically pleasing manner and continues to make ongoing efforts to upgrade and enhance the City's parks, landscaped right of ways and facilities for the residents of Antioch;

WHEREAS, on February 5, 2025, staff solicited a Request for Proposal for On-Call Landscape Architectural and Irrigation Design Services. On March 19, 2025, staff selected Verde Design Inc. of Santa Clara, CA;

WHEREAS, Verde Design Inc. will provide on-call landscape and irrigation design services as directed by City staff on an as-needed basis;

WHEREAS, design services may be used for the City's ongoing Landscape Median Enhancement project, for City right of way enhancements, for Park renovations, or for landscape enhancements at City facilities such as the Water Treatment Plant and City Hall;

WHEREAS, staff recommend awarding this on-call landscape design agreement to ensure that future landscape projects are executed in a timely manner for the benefit of the residents of Antioch; and

WHEREAS, the City Council has considered approving a Consultant Services Agreement with Verde Design Inc. for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000 and authorizing the City Manager or designee to execute the agreement in a form approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch, hereby approves a Consultant Services Agreement with Verde Design Inc. for On-Call Landscape Architectural and Irrigation Design Services for a three (3) year term ending June 30, 2028, in the amount of $300,000 with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000, and authorizing the City Manager or designee 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT "1"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VERDE DESIGN

THIS AGREEMENT (**"Agreement"**) is made and entered into this **10th day of June, 2025** (**"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 **Verde Design Inc.** with its principle place of business at 2455 The Alameda, Santa Clara, CA 92501 (**"Consultant"**) as of June 10, 2025. City and Consultant individually are sometimes referred to herein as **"Party"** and collectively as **"Parties."**

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

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on **June 30, 2028**, **with the option to extend an additional two (2) years through June 30, 2030,** the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2 Standard of Performance. Consultant 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 **$300,000 for three years with an option to extend two (2) additional years in an amount not to exceed $200,000 for a total five (5) year contract amount not to exceed $500,000,** 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, 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.

EXHIBIT "1"

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, [according to the payment schedule attached as Exhibit B], 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 on an hourly basis shall not exceed the amounts shown on the following fee schedule in Exhibit B.

2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed **Two Thousand Five Hundred Dollars ($2,500.00)**. Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

EXHIBIT "1"

Reimbursable Expenses are:

1. Blueprints and Reproductions
2. Photography
3. Models and Renderings
4. Postage/Overnight Mail Service
5. Travel Expenses
6. Parking and Toll Expenses
7. Permit Fees
8. Courier Delivery Service

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. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the required threshold. 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**. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.

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

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

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

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

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

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

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

EXHIBIT "1"

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 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.

EXHIBIT "1"

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 7. LEGAL REQUIREMENTS.

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

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

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

7.4 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 Subsection in any subcontract approved by the Contract Administrator or this Agreement.

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

debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a

substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant 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 otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.

9.3 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a

minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.4 **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.*

EXHIBIT "1"

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

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

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

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

10.9 **Contract Administration.** This Agreement shall be administered by Derek Traya ("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:

Verde Design
Attn: Derek McKee
2455 The Alameda
Santa Clara, CA 92501

Any written notice to City shall be sent to:

Public Works
Attn: Derek Traya
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

EXHIBIT "1"

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

CITY:

CITY OF ANTIOCH

_____
Bessie Marie Scott
City Manager

Attest:

_____
Melissa Rhodes
City Clerk

Approved as to Form:

_____
Derek Cole
Interim City Attorney

CONSULTANT:

VERDE DESIGN

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

[*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 "1"

EXHIBIT A
SCOPE OF WORK

Selected qualified firms shall provide on-call general landscape architectural and irrigation design services that may be requested by the City during the term of this agreement in a prompt, professional, and competent manner in accordance with the standards of the landscape architectural profession. All work, unless otherwise specified, shall be performed on a time and materials basis, and completed to the satisfaction of the Public Works Director/ City Engineer or designee within the time periods allocated, or as mutually agreed to at the beginning of the assignment. The following list provides examples of the type services that may be requested. Not all services may be needed on a specific project. Actual services will be project based according to need.

Landscape Design Services

1. Prepare site, landscape and/or irrigation plans;
2. Provide topographic site surveys for design purposes;
3. Provide property line survey to confirm existing boundaries;
4. Coordinate with Local Services to determine surface and underground utilities including identification/resolution of potential conflicts;
5. Prepare Storm Water Management Plans and include temporary and permanent BMP's to meet NPDES storm water quality requirements;
6. Review geotechnical and engineering reports;
7. Conduct community outreach and build consensus for final concept design;
8. Prepare preliminary and final design plans, specifications, details, quantity calculations and accurate estimates of costs;
9. Assist in bidding and award phase;
10. Provide construction administration services.

Project Management Assistance

In addition, the City may decide to retain on-call services as necessary to assist with project management. It is not anticipated that all Consultants will have staff available to provide these additional services, however the City would like any firm that has this capability to identify staff members that may be able to perform the following duties:

1. Assist the City in managing small to medium-sized capital projects including the preparation of staff reports, project planning and coordination with other agencies and utilities.
2. Assist the City in managing consultant work including signing, landscaping, utility undergrounding, irrigation and lighting.
3. Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to request for information, review of bids, award of contract, project accounting, and closeout.

4. Perform Utility Research and coordination with Utility companies.
5. Perform Base Mapping of capital projects.
6. Prepare baseline project design schedule using critical path method and update schedule as necessary.
7. Prepare application for and assist the City to obtain the necessary permits and approvals from appropriate agencies.
8. Perform or manage sub-consultants in the preparation of geotechnical services required on the project including pavement structural section and other required soil characteristics for design of structures.

Irrigation Design Services

The City of Antioch takes water conservation seriously. All irrigation designs will adhere to State of California MWELO Regulations. The planting and irrigation design of every site is considered an opportunity to enhance our environment, while conserving the resources which will maintain the landscape sustainably. The following points outline some of the ways the City implements such design principles.

- Utilize the latest water conserving technology and products.
- All systems contain automatic controllers that are equipped with water monitoring capabilities by seasonal program percentages based on Evapotranspiration (ET).
- Master control systems have backflow and pressure reducing devices.
- Rain, wind and moisture sensing override devices or weather stations are installed as appropriate.
- Gallonage, matched precipitation, pressure compensating rotors, rotators, spray heads and bubblers nozzles on bodies that are equipped with internal or in line check valves.
- Zone rotor, rotator spray heads and bubblers based on their GPM, PSI, arc pattern, radius, precipitation rates and plant material types being irrigated.
- Bubbler nozzles and underground irrigation tubing is used when appropriate.
- Zone the irrigation system into hydro-zones based on solar exposure, soil structure, topography, plant material types and their water requirements.
- Turf and shrub areas are watered separately through separate valve zones.
- Schedule repeat cycles (cycle/soak) and appropriate equipment as necessary to avoid runoff and overspray.
- Systems shall maintain or exceed a level of 0.71 efficiency and use of reclaimed water as possible.

SCOPE OF WORK - Irrigation Design Services

All irrigation designs will adhere to State of California MWELO Regulations.

The scope of work for potential projects may include, but not be limited to:

EXHIBIT "1"

1. Initial site investigation and assessment of work based on project goals.
2. Review of planting zones for hydro-zone efficiency.
3. Review of City standard irrigation details, material list, and recommend appropriate upgrades. Develop or update City standard irrigation details in CAD as required in project scope.
4. Provide peer review of work prepared by City staff, and make recommendations and revisions as directed by the City.
5. Comply with State (AB 1881) and local requirements.
6. Pre-Design - Assessment and Development of Existing Irrigation As-builts:
   a) Review site conditions and existing above ground irrigation components with City staff, and other agencies as required by project scope.
   b) Utilize existing survey to produce CAD documents with all above ground irrigation components. Add any missing irrigation components with GPS or field measurements.
   c) Coordinate with City staff in obtaining field piping notes or field knowledge to complete pipe routing of the various components.
   d) Provide final CAD and PDF documents with all irrigation components to be provided as deliverables.
   e) Coordination with the City's consultants and contractors as required.
7. Design - Conceptual Design and Design Development Phase:
   a) Prepare conceptual design, including plans, details and draft specifications for City review and approval.
   b) Provide product and material cut sheets.
   c) Prepare budgetary cost estimates.
   d) Review proposed planting zones and calculate the estimated amount of water required for the project site.
   e) Coordinate with City and other consultants in determining joint trench and clearance requirements.
   f) Landscape Documentation Package:
      i. Project Information
      ii. Water Efficiency Landscape Worksheets
8. Site Inspection Worksheet – Point of Connection (POC) Information
9. Site Inspection Worksheet – Controller Information
10. Site Inspection Worksheet – Station Information
11. System Capacity Calculations
12. Water Efficient Landscape Worksheet
    a) Hydrozone Information Table
    b) Water Budget Calculations

c) Maximum Applied Water Allowance (MAWA)

d) Estimated Total Water Allowance (ETWU)

13. Part 1. Certificate of Completion
14. Part 2. Certification of Installation According to the Landscape Documentation Package
15. Part 3. Irrigation Schedule
16. Part 4. Schedule of Landscape and Irrigation Maintenance.
17. Part 5. Landscape Irrigation Audit Report
18. Part 6. Soil Management Report
19. Soils Analysis Report
20. Verification of Implementation

    a) Soil Management Report

    b) Irrigation Plan

    c) Irrigation Schedule

    d) Landscape and Irrigation Maintenance Schedule

    e) Irrigation Audit, Irrigation Survey and Irrigation Water Use Analysis

    f) Irrigation Efficiency

    g) Recycled Water

    h) Booster Pump Design

    i) Irrigation Well Design if needed

21. Post Design - Construction Documents Phase:

    a) Prepare construction documents, including plans, details and specifications complete and ready for City review, permitting and bidding. Final bid construction documents set shall be stamped and signed by licensed design professional in charge.

    b) Construction documents shall conform to graphic standards, including title blocks, scale, established by the City.

    c) Prepare cost estimate to correspond with line items and unit costs on project Bid Spreadsheet and Measurement and Payment Clause in the project specifications.

    d) Prepare technical specifications in City Standard, CSI or Caltrans format, as required or directed.

    e) Provide all plans to the City in AutoCAD format (most recent version).

    f) Project administration as required.

    g) Project Construction Phase:

        i. Provide evaluation on material substitution request.

        ii. Review submittals and shop drawings.

        iii. Review and respond to contractor Request for Information (RFI).

iv. Change order evaluation as necessary.

v. Attend construction punch walk and generate project punch list.

vi. Project Conformed Set of Project Documents in CAD and PDF format at project completion for City records.

h) Referenced City Standard Irrigation Details:

i. Tree Staking L-03

ii. Pedestal Irrigation Controller L-04

iii. Sprinkler Irrigation lateral L-05

iv. Quick Coupler Main Line (Potable) L-06

v. Quick Coupler Main Line (NON-POTABLE) L-07

vi. Light Energized Irrigation Controller L-08

vii. Shrub and Tree Planting on Slope L-10

viii. Irrigation Master Control Valve L-11

ix. Irrigation Remote Control Valve L-12

x. Isolation Gate Valve 2" and Under L-13e

xi. Isolation Gate Valve 2-1/2" & Over L-14

xii. Trench Section for Irrigation Pipe L-15

xiii. Irrigation Typical Thrust Blocks L-16

xiv. Reduced Pressure Backflow Preventer Assembly W-11

EXHIBIT "1"

EXHIBIT B
PAYMENT SCHEDULE

Verde Design

Charge Rate Schedule

Effective until December 31, 2025

For every project, we determine a cost utilizing a task and fee methodology tailored to the specific requirements of the project, with a preference for a fixed fee lump sum structure. The accompanying chart details the current rates for professional services and office-related expenses. Additionally, the reimbursable rates and associated costs are presented at the bottom of the chart.

Project Rates

Principal	$275.00 per hour
Project Manager/Construction Manager	
Level Four	$260.00 per hour
Level Three	$240.00 per hour
Level Two	$195.00 per hour
Level One	$180.00 per hour
Project Engineer	
Level II	$200.00 per hour
Level I	$185.00 per hour
IT Manager	$195.00 per hour
CAD Manager	$190.00 per hour
Project Designer	$175.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$165.00 per hour
Draftsperson Level II	$160.00 per hour
Draftsperson Level I	$155.00 per hour
Project Administrator	$100.00 per hour
Intern	$85.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

EXHIBIT "A"

ANTIOCH
CALIFORNIA

MARCH 19, 2025

REQUEST FOR QUALIFICATIONS (RFQ)

FOR ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES

Verde Design

Railroad Park, City of Morgan Hill

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March 19, 2025

City of Antioch
1201 W. Fourth Street, Antioch, CA 94509
Attn: Derek Traya

Verde Design

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES

Dear Ms. Rios and Members of the Evaluation Committee:

We thank you for considering our proposal for the City of Antioch's (City) RFQ for On-Call Landscape Architectural and Irrigation Design Services. Verde Design, Inc. stands as a leading provider of integrated landscape architecture and civil engineering services. Our specialization encompasses the planning, design, and construction administration of public recreational and athletic facilities. We collaborate closely with cities, counties, and parks and recreation districts to develop outstanding outdoor environments that significantly improve the quality of life within the community. We are a committed team of 49 experienced professionals dedicated to improving recreational facilities, athletic programs, and the unique environments that enhance neighborhoods and community areas.

Our team consists of highly qualified professionals, including myself, Derek McKee, the project principal, committed to helping you achieve your goals. Our firm boasts a strong history, having successfully completed over 750 projects for more than 110 public agencies, including over 45 successful on-call partnerships. Many of these projects align closely with your anticipated initiatives. Additionally, I have experience in delivering design services within the City and have collaborated with the Antioch Unified School District on two athletic improvement projects at Antioch High School, which I oversaw.

Why Verde Design?

Experience with Similar Projects: We proudly uphold an extensive portfolio of successful public recreational facilities, demonstrating our proficiency in transforming master plans into tangible construction projects. Our efforts prioritize health and wellness, fostering an environment conducive to both educational pursuits and recreational activities. This wealth of expertise has reinforced our distinguished reputation for crafting designs that are not only visually striking but also functional for public interaction, all while honoring the historical and cultural significance of the communities we serve. We possess a profound understanding of how to create community facilities that cater to the recreational needs and interests of the population, ensuring that these spaces are sustainable, operationally efficient, and visually appealing.

Sharing Our Knowledge: We will act as an integral part of your team, focusing on fostering robust relationships with your staff by attentively considering your evolving objectives and executing projects that fulfill them. Recognizing that proactive communication is essential for timely and budget-conscious project delivery, our team will be consistently accessible and responsive during the entire process and even after project completion. By selecting Verde Design, you are securing a dedicated advocate and a partner invested in the enduring success of your projects.

We trust that this submission will enhance your comprehension of our dedication to excellence in design and exceptional service for our clients. We are eager to have the chance to create something remarkable within the Antioch community, all while adhering to established timelines and budget constraints. I will be your main point of contact and am authorized to negotiate a contract with the City of Antioch.

Sincerely,
VERDE DESIGN, INC.

Derek McKee, RLA, Principal (Authorized Signature)
408.850.3410 | derek@verdedesigninc.com
2455 The Alameda, Santa Clara, CA 92501

FIRM PROFILE

VERDE DESIGN FIRM INFORMATION

Type of Legal Entity: S Type Corporation and Certified Small Business Enterprise
Years in Business: 17 years
Number of Employees: 49
Main-Contact: Derek McKee, RLA, Principal
408.850.3410 | derek@verdedesigninc.com
Office Providing Services: 2455 The Alameda, Santa Clara, CA 95050
Website: www.verdedesigninc.com

ABOUT VERDE DESIGN

Verde Design is an integrated landscape architecture and civil engineering firm specializing in award-winning recreational and athletic-focused spaces. We provide our clients with comprehensive planning, design, and construction administration services, and focus on serving cities, counties, and parks and recreations districts.

We have partnered with over 110 public agencies to date, and have completed more than 750 public facility projects for clients. Projects have ranged from small neighborhood pocket parks to destination sites, including expansive community parks and sports complexes. We staff our projects with a team of creative problem solvers, and draw upon our in-house site planning, grading and drainage, planting, and irrigation design expertise, to provide solutions that meet or beat project schedules and remain within the established project budgets.

BRIEF HISTORY

In 2007, Derek McKee and Devin Conway, both veterans of the A/E/C industry, purchased key assets of a former firm and founded Verde Design, a certified SBE. Our leaders have crafted a culture rooted in sound practice, focused on sustainability, and staffed with people who care about enhancing their communities. Since our founding in Santa Clara, we expanded operations with additional offices in Folsom, Santa Rosa, and Riverside.

17 **YEARS IN BUSINESS** AS A CERTIFIED SMALL BUSINESS ENTERPRISE

150 **PARK & PLAYGROUND** PROJECTS FOR PUBLIC AGENCIES

110 **PUBLIC AGENCIES PARTNERED WITH** OVER THE LAST 17 YEARS IN BUSINESS

FIRM PRINCIPALS

OUR PROJECTS & SERVICE TYPES

- Landscape Architecture
- Civil Engineering
- Master Planning
- Facility Assessments
- Management Plans/ Studies
- Feasibility Studies
- Schematic Design
- 3D Modeling
- Community Facilitation & Outreach
- Construction Documentation
- Irrigation Design & Audits
- Cost Estimating
- New & Replacement Playgrounds
- All-Inclusive Playgrounds
- New & Replacement Athletic & Rec Fields
- Bike/Skate Parks
- Sports Field/Park Lighting
- Tennis/Hard Courts
- Pre-Fab Buildings for Restrooms, Concessions, Maintenance, and Storage
- Plazas/Entry Elements
- Stormwater Facilities
- SWPPP & SWMOCP

VERDE DESIGN BY THE NUMBERS

WE ARE PROUD THAT OVER 96% OF OUR BUSINESS COMES FROM REPEAT CLIENTS

96%

49 TALENTED PROFESSIONALS

750

ATHLETIC FACILITY PROJECTS COMPLETED IN THE LAST 17 YEARS IN BUSINESS

4 SANTA CLARA
FOLSOM
SANTA ROSA
RIVERSIDE
BRANCH OFFICES

*OFFICE PROVIDING SERVICES:
RIVERSIDE OFFICE: 2455 THE ALAMEDA, SANTA CLARA, CA 95050

45 ON-CALL CONTRACTS WITH PUBLIC AGENCIES IN THE LAST 17 YEARS IN BUSINESS

$750 MILLION IN PUBLIC PROJECTS COMPLETED

17 **YEARS IN BUSINESS** AS A CERTIFIED SMALL BUSINESS ENTERPRISE

42 PROJECT DESIGN AWARDS RECEIVED

150

PARK & PLAYGROUND PROJECTS DESIGNED FOR PUBLIC AGENCIES

Verde Design brings a wealth of experience in designing public facility projects with playgrounds, having successfully completed over 150 public park and playground projects. Our expertise also extends to creating all-inclusive playground designs that cater to people of all ages and abilities, going beyond the requirements set by the ADA.

Our approach involves carefully selecting site materials, making design decisions, and developing details that can be utilized in future projects. Our experience in these projects has given us valuable insights into creating comprehensive and easily understandable design documents that are suitable for bidding and construction. We are committed to bringing this expertise to your proposed project.

DELIVERING SERVICES/PROJECT APPROACH TO WORKING WITH THE CITY

Verde Design believes that the key to developing successful projects begins with a simple, but clear, philosophy. **Investigate**, **Listen**, **Understand**, and **Recommend** are the core elements of our project approach. Beginning with our initial kick-off meeting with the City of Antioch (City) staff, we will learn more about the proposed project and better understand your goals. This framework is critical to ensure consistent and clear communication is established between our team and City staff.

Investigate - The first step to the success of a project begins with a solid investigation. We would review existing documents and plans. On recreational projects, we will conduct a site visit with client staff to understand and analyze the existing conditions of the facilities. This will ensure that we fully understand the projects' parameters and constraints, as well as the existing site conditions. This site analysis effort will be utilized throughout the projects, enabling educated and effective decisions to be made at the beginning of the design phase and throughout the projects.

Listen - A key element to project success, we emphasize the importance of listening to all project stakeholders' concerns and desires. Our team will provide options and incorporate guidance provided by our clients' staff, including maintenance and operations staff, user groups, advisory bodies, and members of the community, and communicate this back to the project team. The result of our focus on listening is a cohesive team that works together on a shared path of understanding with client goals in mind, resulting in smooth-running projects. Typically, we first focus on programming input and develop use-relationship diagrams for initial review and input.

Understand - As we mentioned, we use all information available to develop design solutions that respond to our clients' project needs, including site constraints, client staff direction, community feedback, and the allocated budget. Based on input from the kick-off meeting with staff and the site walk, we can develop conceptual alternatives to final conceptual plans or master plans.

John D Morgan Park, City of Campbell, 2022 American Public Works Association (APWA) Honor Awards Recipient (Env/Parks < $2M)

Recommend - Using our clients' clear and approved concept, we will render the projects' vision into a complete, biddable set of construction documents. The Verde Design team will draw upon past successes with our extensive recreational projects, including surrounding City projects, and knowledge of recreational and athletic facility design and construction to seamlessly facilitate the construction document phase. With most of our projects being constructed, our staff are well experienced in supporting our clients through bidding and construction phases.

HOW WE CONTROL SCHEDULING

Verde Design employs 49 professionals with a variety of experience and expertise that can be utilized to complete or assist with any project. The variety of work completed by our firm allows us to intelligently respond

to the needs and design services that may be required for your anticipated projects. We strive to provide problem-specific solutions by matching the personal and professional qualities of the individuals on our team to best serve the projects' needs.

Project schedules are a critical aspect of all projects outlining tasks, milestones, and deliverables. Our proposed project manager will develop a draft schedule and review with the client to include submittal dates, review/ presentation meetings, community / governing body milestones, etc. When the schedule is being developed, we develop our internal staffing plan and workload schedule. With the size of our office, we can complete a large quantity of work in a short period. Communicating and coordinating large staffing needs for a project is done internally in our weekly production meetings. If a project is going to require more staff than one project team can complete, we look at additional staff support or overtime to meet delivery schedules.

At the start, we will meet with you and your project team. We will review your overall schedule constraints, identify critical path items, set initial milestones, and then prepare a draft master project schedule for further discussion. This schedule will include such items as submittal deadlines, dates for review/presentation meetings, community/ governing body milestones, agency review, etc. As the schedule is refined and dates are set, we will make staffing assignments within Verde and arrange internal workloads to meet your deadlines. As the lead consultant, we will also be carefully coordinating the work of team consultants to ensure that their work is completed on schedule.

Verde Design will also provide a comprehensive basis of design/design log

Orange Memorial Park, City of South San Francisco, 2023 California Parks and Recreation Society (CPRS) Excellence in Design

document which will outline the proposed product elements to be chosen, initial systems design components, and the outstanding items still required from the client to move forward in the design process. This document is updated as new input is received and we reference it as we develop the construction documents. In addition, we provide progress reports with each submittal. The reports identify the submittal progress updates, comment responses, status, questions for the client, current and past cost estimate recap, and plan-by-plan updates. This helps to communicate all the facets that go into a construction document package.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Our dedication to quality control throughout the life of a project is one of the ways we establish the trust that leads to long-term relationships with our clients: We are proud of the fact that over 96% of our business comes from repeat clients. Our internal Quality Assurance (QA)/ Quality Control (QC) reviews address design, biddability, constructability, compliance with local/state codes, and project requirements.

Uptown Family Park, City of Paso Robles

Our QC begins with the design phase and continues throughout a project's life. During the design phase, we will review the content of the schematic design graphics and support elements. The review at this stage is not technical, but quality control reviews the design to verify community and staff comments are included or rectified, spelling, as well as graphic clarity.

As we develop construction documents, we have a licensed professional who is not part of the project team provide a 'fresh eyes' review of the documents, in addition to the reviews by the principal-in-charge and the project manager. We perform internal redline reviews, incorporate revisions, and review all client comments prior to submitting the documents to you.

We review the submittal packages one week prior to our submittal date and again during the City review period. During submittal review meetings with City staff, we will share our comments and jointly decide how to address each of them. As part of our internal review process, we request draft submittals from all team consultants one week prior to the submittal date. We review their plans, comment on their materials, coordinate improvements between all team members, and return them for updates as needed before we incorporate their materials into our submittal package to you.

Another aspect of our quality assurance process is our multi-disciplinary firm. We have licensed landscape architects, civil engineers, and irrigation designers working together on the design and integration of the drainage, utilities, grading, materials, paving, layout, planting, and irrigation. Our staff will develop the project with systems designed together creating a more efficient and effective product.

We provide a progress report at each submittal that will outline comments and items we have seen and need to address or coordinate with City staff. This report also includes City staff comments and documents what their status is and how they were resolved. Each report includes priority items, cost estimate progress, plan updates, specifications, and any questions

our team has. All team members help update this report for each submittal. At each submittal, we also have a meeting with City staff to present the submittal package in which the progress report is essentially the meeting agenda.

The goals of the Verde Design QC/QA process are to ensure that the project is bid within the stated budget, that the documentation package is clear and free of ambiguity so that it can be properly priced by a group of qualified bidders, and that the improvements can be constructed in accordance with the design intent.

Arnold Adreani Park, Elk Grove

PREPARING BUDGETS AND ESTIMATES

METHODOLOGY

Good budgeting and estimating begin with developing a clear project program including prioritizing the program elements and aligning them with the budget. We begin each project by developing cost estimates based on the known information and program. We work with the client to determine the revisions to the program throughout each submittal to maintain the accuracy of project costs within budget. Our estimates are developed by our staff and team and we start them early during the design phase.

Verde Design is actively working throughout California and understands that market conditions vary. Our team adjusts to local market conditions to provide the most accurate estimate possible. Currently, we are in a period of change from the contractor market back to a more owner-friendly market. We are actively seeing more bidders per project; the combination of escalation has slowed markedly but inflation has allowed for still high pricing. Our book of work shows prices somewhat flattening from the 12-15% or more gains year over year. Electrical and petroleum-influenced industries are still at all-time highs. We consider these items with each estimate.

Other markets have remained somewhat stable without huge price fluctuations. Asphalt paving and synthetic turf prices are examples of markets that have been stable, in part due to the low oil prices in the world market. The biggest challenge we have seen for the past few years is not the commodity pricing, but the contractors' ability to staff projects properly due to the shortage of skilled and unskilled laborers. Our strategy to overcome these challenges is a multi-faceted approach to cost estimating, including utilizing relationships in the contractor community to understand current pricing and preparing additive alternates to our project plans to cushion against market dynamics.

CONTINGENCIES UTILIZED

Verde Design utilizes the following contingencies as a starting point for most projects:

- Survey, Permits, Traffic and SWPPP 3%
- Bonding 2%
- Mobilization/Project Management 12-15%

We have also carried other contingencies as determined by the project and bidding environment:

- Escalation +/- 5%
- Bidding Contingency +/- 5-10%
  (Based on the number of bidders received)

Our pricing approach includes materials, labor, and markups based on a proven format we have honed over years of successful project bidding. The trickiest part of cost estimating is the dynamics of the market at the time of bid versus when the plans are completed, which is usually months before in some cases. Adding a bid contingency is good if there is a lag between the final estimate and bidding.

STANDARD ESTIMATING MANUALS USED AS REFERENCE

Verde Design does not rely on manuals or guidebooks for estimating. We have found these to be unreliable. We focus on getting real costs from contractors, suppliers, and manufacturers. We communicate with specialty trades to understand asphalt, concrete, electrical, fencing costs, etc. We can demonstrate the accuracy of this approach through our historical bid results summary.

Glorya Jean Tate Park, City of Marina, 2023 American Public Works Association (APWA) Project of the Year (Structural Projects < $5 M)

FIRM QUALIFICATIONS

Our mission is to provide **excellence in design and outstanding service to our clients**. In our 17 years in business, we have accumulated an extensive portfolio of successful recreational and athletic facilities, partnering with more than 110 public agencies and developing over 45 on-call partnerships, and have completed over 750 recreational and athletic facility projects.

Projects for public agencies have included master plans for community and pocket parks to regional and destination sites, which include a variety of components, but not limited to, natural grass and synthetic turf fields, playgrounds, as well as all-inclusive playground with custom play features and surfaces, bike and skate parks, hard courts, fitness and exercise areas, recreational and passive areas, picnic and BBQ areas, sports field/park/security lighting, park beautification and perimeter fencing/security, irrigation design, and ADA and circulation improvements.

The City of Antioch's (City) RFQ for On-Call Landscape Architectural and Irrigation Design Services, is a submittal that directly aligns with our 17 years of built and proven project experience. Our experienced team will guide the City through a comprehensive programming process, ensuring that all aspects of your projects are thoroughly understood. This will empower the City to make well-informed decisions at each step of the way, ultimately leading to successful outcomes. At Verde Design, we recognize the significance of both the operational and maintenance requirements in any project. We are committed to collaborating with our clients to ensure that these needs are effectively met.

We have demonstrated our ability to consistently play a role with educating communities through community workshops and stakeholder meetings, which allows them to make informed decisions. We have proven experience taking projects from just an idea through community meetings to conceptual design to constructed and completed projects.

Mitchell Park Magical Bridge, City of Palo Alto, 2015 California Parks and Recreation Society (CPRS) Award of Excellence

Our in-house team of landscape architects and civil engineers will seamlessly integrate plans and specifications into a complete and easily built set of construction documents. The extensive experience we have garnered through successful collaborations with public agencies has led to the development of numerous thoughtfully designed recreational facilities. Many of these facilities have been community and destination sites that receive a high-level of attention, traffic, and use. The sophisticated design concept serves as a catalyst for our team's innovative thinking, guaranteeing meticulous development of your projects with thorough exploration of all available options.

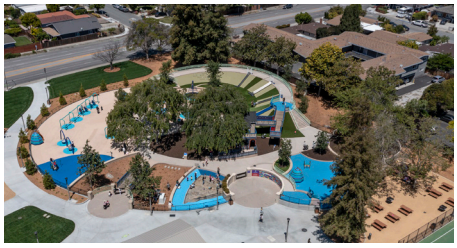
Should our team be selected to collaborate with the City, we will dedicate ourselves to understanding your objectives, preferences, current priorities, and principles in order to ensure a successful partnership. This begins with a shared vision built upon your project goals, and is supported by Verde Design's portfolio of similar work. Please see the following pages for a project examples, which help demonstrate our wide range of services available to the City.

JOHN D MORGAN PARK, CAMPBELL

The City of Cambell's grand vision has been to provide recreation and learning opportunities to a large part of the population previously underserved and set out to create an all-inclusive play area within the mature John D Morgan Park. The City engaged the PRC and established an Ad Hoc subcommittee to lead the design process. Community engagement was integral in developing the park site through several workshops and lead to the 'Play in the Trees' theme and play features. The existing site was well established but working within the existing forested site and underground root systems required an adept team to keep the project moving in a timely efficient process. The site also included underground utilities within easements that were protected in place during construction but required a team effort from manufacturer to installer to avoid field conflicts. The playground amenities allow users of all levels to play side by side without barriers and the introduction of a picture exchange communication board (PECS) for non verbal park users. This may be the first installation of a PECS board in a public park in northern California.

FAIR OAKS PARK, SUNNYVALE

Verde Design was selected by the City of Sunnyvale for the renovation of Fair Oaks Park, a 15-acre community park located in Northern Sunnyvale, originally built in 1969. The design includes the replacement of the existing natural grass athletic field with synthetic turf for its baseball, soccer, and multi-use fields. This is the City's first park with synthetic turf, which will greatly extend the duration of playtime, particularly during periods of heavy rainfall. Alongside the remarkable fields, we collaborated closely with both the Magical Bridge Foundation and City staff to seamlessly integrate an all-inclusive playground into the park's overall design. This inclusive approach ensures that individuals of all abilities can enjoy the park's amenities and foster a sense of community. The project also included hardcourt improvements, expanded picnic areas, and circulation and infrastructure improvements.



RAMSAY PARK, WATSONVILLE

Ramsay Park, spanning approximately 22 acres, provides multiple recreational amenities for the City of Watsonville. Adjacent to the Watsonville Slough, it serves as a habitat for local wildlife and offers educational opportunities for learning about the natural characteristics of the environment. Site development started in the 1960's and has evolved to become a core space for the community. The City of Watsonville partnered with Verde Design to engage stakeholders in developing a strategic plan aimed at enhancing park programs and addressing environmental and community needs. The master plan includes new and improved facilities such as sports fields with spectator areas, an enclosed dog park for both small and large dogs, general seating and picnic areas for communal gathering, and an inclusive play area for all ages and abilities. A multi-use trail system meanders through the site, enabling users to circulate from the north and south access points of the park. The northern Main Street parking lot has been redesigned to include additional ADA parking stalls and improve vehicular circulation. Additionally, filter strips and stormwater treatment facilities are strategically placed throughout the site to manage peak flows, enhance water quality, and promote groundwater recharge through infiltration. The Watsonville Ramsay Park Renaissance project is currently under construction and is expected to be completed by Fall of 2025.

GLORYA JEAN TATE PARK, MARINA

In 2018, the City of Marina engaged Verde Design to undertake the planning and conceptual design for four of its park sites, among which was Glorya Jean Tate Park. This initiative involved a series of community workshops and close collaboration with City staff, enabling Verde Design to craft plans that catered to the unique recreational needs of the Marina community. The designs aimed to enhance each park's functionality while promoting active engagement and incorporating imaginative play spaces for young children. As a result of this collaborative effort, a conceptual plan was developed for a bicycle pump track at Glorya Jean Tate Park. In 2020, the City of Marina initiated a separate RFP process, subsequently selecting Verde Design, along with subconsultant Wormhoudt, to provide construction documentation services for Glorya Jean Tate Park. This phase of the project was focused on translating the previously established ideas into actionable plans. The proposed enhancements encompassed the creation of a new pump track, the addition of picnic areas, improvements to accessibility for the existing park building and parking lot, as well as the installation of site furnishings, irrigation systems, and landscape enhancements. Currently, efforts are underway in collaboration with the City to implement Phase II improvements at the park.

MAGICAL BRIDGE, MORGAN HILL

The City of Morgan Hill (City) worked with Verde Design on the planning, schematic design, and construction documentation for an all-inclusive playground that opened in June 2022. This new play destination serves families and people throughout the South Bay Area. The City and Verde Design collaborated with the Morgan Hill Inclusive Play Committee (MHIPC), an energetic group of community members intending to raise the funds needed to build the playground and surrounding amenities. Verde Design was selected for this project to manage this engagement process, and to take the input gathered to create concept designs for the playground, integration into the existing park, and the redesign of the existing parking lots. Through this intensive process with local schools and the MHIPC Verde Design developed a final schematic master plan that was presented and approved by the Parks and Recreation Commission and the City Council. The City defined a need for fundraising and community awareness that brought Magical Bridge Foundation on as a partner to fund and construct the vision for an all-accessible play and learning space. Once the schematic master plan, graphics, presentation information, and other support documents were approved, the MHIPC started its fundraising efforts, with the Magical Bridge Foundation leading the effort.

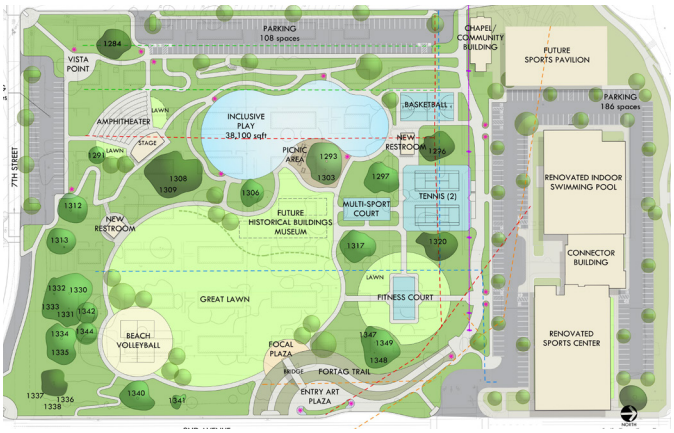
ESTUARY PARK, ALAMEDA

The City of Alameda initiated the design and construction of the first phase of the Estuary Park Athletic Field Complex project, which was lead by Verde Design. This 8-acre site, which was formerly utilized by the U.S. Navy for athletic fields and soil stockpiling, has remained dormant for several years. The design process was highly collaborative, incorporating feedback and guidance from community members, user groups, and staff from the Recreation and Park Commission. The project was anchored by fundamental principles aimed at creating spaces, activities, and features that cater to a wide array of users. As a result, the facility boasts a variety of engaging elements, including a specialized "Challenger" baseball field and a lighted synthetic turf multi-use field designed to accommodate soccer, rugby, football, and field hockey. Looking ahead, Phase 2 of the project is set to enhance the park with additional amenities, such as a multi-age playground featuring integrated seating, picnic and BBQ areas, pickleball courts, basketball and Bankshot courts, a dog park, and informal lawn spaces. A newly designed network of lighted pathways, along with updated restroom facilities, parking, and a bay-friendly landscape and irrigation system, will cohesively connect the entire park. Verde Design worked closely with user groups and City staff to formulate the overall design of the park, as well as to create a comprehensive construction plan package that includes detailed plans, specifications, and cost estimates for the phased development of the project.

ORANGE MEMORIAL PARK, SOUTH SAN FRANCISCO

Verde Design was approached by the City of South San Francisco (City) because of our expertise in developing multi-sports fields with synthetic turf, aimed at optimizing utilization and programming. The project at Orange Memorial Park involved replacing the old natural grass baseball and softball fields with state-of-the-art synthetic turf fields, capable of accommodating multiple sports including softball, baseball, and soccer. This upgrade not only improves the overall playing experience but also offers a more durable and low-maintenance solution for the park. Additionally, the versatility of these fields allows for a wider range of sports activities, transforming the park into a central hub for various sporting events and tournaments. Furthermore, the project incorporated the installation of a new stormwater capture system comprising a cistern, infiltration gallery, and associated piping. Given spatial limitations, the project utilized the Silva Cell modular pavement system to facilitate stormwater treatment of adjacent hardscape surfaces. Our design effectively integrated numerous sports fields and associated program elements, as outlined above, while utilizing the same footprint as the pre-existing conditions.

DUNES CITY PARK, MARINA



Dunes City Park incorporates an all-inclusive playground, informal lawn area, two new restroom buildings, and parking lots equipped with EV stalls, alongside basketball, multi-sport, and sand volleyball courts. A strategically positioned amphitheater takes advantage of the natural slope in the southwest corner of the park, enhancing the park's visual appeal and offering a vista point with panoramic views. The overall design has been meticulously crafted to preserve Cypress trees, through thoughtful site re-grading of the site and the incorporation of retaining walls. Additionally, the layout allows for the future development of new structures and museums that will replicate the historical barracks, while ensuring the conservation of the old chapel. This project aligns with the ongoing development of the sport complex buildings to the north of the site, designed by the COAR Design Group. Coordination with COAR includes park restroom finishes, pedestrian access, and parking design and grading. This project will be completed in two phases. The first phase will encompass most of the program elements excluding the amphitheater and the restroom building and parking lot on the south side of the park. However, the rough grading and removal of existing infrastructure across the entire site will be completed during the first phase. The playground will be designed by Playgrounds by Leathers. Coordination with Leathers includes playground grading, fencing, edge conditions, and utilities.

Legacy Fields Sports Complex, City of Tracy

PROJECT REFERENCES

We have provided four (4) client references below, showcasing instances where we have either completed multiple projects or are currently engaged in the design/construction phase of specified projects. Due to our successful delivery of various projects for these clients, we have only included projects that are current, or have been completed within the last five years.

1. CITY OF BRENTWOOD

City Contact:
Aaron Wanden, Park Maintenance Manager
35 Oak Street, Brentwood, CA 94513
925.516.5111 | awanden@brentwoodca.gov

City Contact Role: Aaron served as the project manager and the city's liaison for Daniel Collazo, who held the position of project manager at Verde Design

Verde Design Team Member Role:
Daniel Collazos, serving as the PM, led our role as the primary consultant for the project outlined below

Completed Projects:
Sand Creek Sports Complex (current): Prime consultant for a sports complex with three synthetic turf multi-use fields, sports field lighting, new restrooms/office/storage buildings, multi-sports hardcourts, pump track, and all-inclusive play area, staging area for food trucks, exercise equipment, shade/arbor structures, picnic areas, parking lot and maintenance building, sand creek trail access

2. CITY OF TRACY

City Contact:
Brian MacDonald
Parks, Rec & Community Services Director
520 Tracy Blvd, Tracy, CA 95376
209.831.6233 | brian.macdonald@cityoftracy.org

City Contact Role: Brian served as the project manager and the City's liaison for Derek McKee, who held the position of principal and project manager at Verde Design

Verde Design Team Member Role:
Derek McKee, serving as the principal and PM, led our role as the primary consultant for the project outlined below

Completed Projects:
Legacy Fields Sports Complex (2024): Prime consultant for a sports complex with that gas two five-field baseball/softball complexes with sports field lighting, dugouts, fencing and parking, eight-field soccer complex with sports field lighting, spectator areas on four fields, warm up areas, restroom/concession building, and a spectator plaza, ADA compliant facilities, maintenance area and storage bins, Shade structures and site furnishings, entry and wayfinding signage, and infrastructure, stormwater management, roadways, and parking improvements

3. CITY OF WALNUT CREEK

City Contact:
Kevin Safine, Arts & Recreation Director
1666 N. Main Street, Walnut Creek, CA 94596
925.943.5800 x 3589 | safine@walnut-creek.org

City Contact Role: Kevin served as the project manager and the City's liaison for Daniel Collazo, who held the position of project manager at Verde Design

Verde Design Team Member Role:
Daniel Collazos, serving as the PM, led our role as the primary consultant for the project outlined below

Current/Completed Projects:
Heather Farms Park (current): Prime consultant for a field improvements at a park, including the conversion of natural grass soccer and baseball fields to synthetic turf multi-use fields, new perimetry fencing and netting, retrofit of existing sports lights, dugouts expansion, and other ADA access improvements

4. CITY OF MORGAN HILL

City Contact:
Chris Ghione, Community Services Director
17575 Peak Avenue, Morgan Hill, CA 95037
408.782.9154 | chris.ghione@morganhill.ca.gov

City Contact Role: Chris has served as the project manager and the City's liaison for Derek Mckee, who held the position of principal/project manager at Verde Design with for multiple projects

Verde Design Team Member Role:
Derek McKee and Daniel Collazos, serving as the principal and PM, led our role as the primary consultant for the projects outlined below

Current/Completed Projects:
1. Magical Bridge Playground (2022): Prime consultant for an all-inlcusive playground/ community park with a Magical Bridge all-inclusive playground with custom playhouse and bridges, donor features and shade structures, sound and sensory, swings,

Magical Bridge Playground, City of Morgan Hill

spinners, climbing, slides and tunnels, tot, sand, and water play areas, quiet area and outdoor classroom, landscaping, pedestrian, and vehicular circulation

2. Morgan Hill Outdoor Sports Center Master Plan (2022): Developed a master plan for an outdoor sports center, which included renovated natural grass sports fields, addition of (2) new synthetic turf fields, one of the fields to have stadium capacity for 2,000 spectators, new buildings to support the new sport fields improvements – team building with lockers, community room/tournament building, home and visitor teams buildings, and restrooms, aquatics center expansion to include a playground, shade structures, and a wave simulator, a tournament level beach volleyball complex – (15) courts including one tournament court, spectator areas, ticketing, and restrooms, a new park plaza, between the aquatics center and the sports fields, to include outdoor dining structures, play area, shade elements, and seating, expansion of existing promenade to include the team building, a playground, and space for food trucks, relocation and expansion of corp yard, new parking lots to meet demand, all sport fields to be lighted along with parking lots and egress paths

FIRM STAFFING AND KEY PERSONNEL

To help the City of Antioch (City) accomplish their future goals and projects, we have hand-selected a team with specialized public recreational facility knowledge, problem-solving experience, and a history of successfully working together on an extensive list of projects for numerous public agencies with similar scope to the City's anticipated projects. We recognize the importance of continuing to build and develop new and ongoing relationships throughout your project, and are committed to maintaining a consistent project team. Please see below for a team organizational chart, and the following pages for key team member resumes.

PROJECT TEAM ORGANIZATIONAL CHART

Derek McKee, RLA
Principal-in-Charge/Main Contact
408.850.3410
derek@verdedesigninc.com
Years with Firm: 17
Office Location: Santa Clara

Daniel Collazos, RLA
Senior Project Manager
408.850.3423
danielc@verdedesigninc.com
Years with Firm: 3
Office Location: Santa Clara

Jerry Jiang
Associate, Project Manager
408.850.3409
jerry@verdedesigninc.com
Years with Firm: 17
Office Location: Santa Clara

Bill Drulias, RLA
Director of Design
408.850.3402
bill@verdedesigninc.com
Years with Firm: 17
Office Location: Santa Clara

Jamie Wallis, PE, QSD/QSP
Sr. Associate, Civil Engineer
408.850.3425
jamie@verdedesigninc.com
Years with Firm: 10
Office Location: Santa Clara

Verde Design Production Staff

ACEE, Inc.
Electrical Engineering

DJP Associates
CEQA

Salas O'Brien
Architectural, Mechanical, and Electrical Engineering

U&R
Survey

AKH
Structural Engineering

Geo-Engineering Solutions
Geotechnical Engineering

RMA
Irrigation

DEREK MCKEE RLA

PRINCIPAL-IN-CHARGE | VERDE DESIGN, INC.

Derek McKee is a principal and co-founder of Verde Design, responsible for client relationships and production coordination. Practicing landscape architecture for more than 27 years, he has worked on public parks, habitat restoration/preservation, athletic facilities, school facilities, and mass transit design. He has worked on large regional parks over 100 acres to mini-parks for smaller communities. His projects have earned several notable awards and distinctions. Most recently, the American Public Works Association (APWA) recognized the City's of Campbell's John D Morgan Park with its 2022 Environmental Project of the Year, >$5M category. Additionally, volunteering and providing community support, Derek has been a public works commissioner, board member for a community park conservancy, and is active with CPRS on several committees.

Education

B.S., Landscape Architecture, California Polytechnic State University, San Luis Obispo, 1993

Licenses & Affiliations

CA 4148, Landscape Architect, 1995

American Society of Landscape Architects
American Sports Builders Association
California Parks and Recreation Society District 4 Board, Current
Coalition for Adequate School Housing
Green Roofs for Healthy Cities
Sports Turf Managers Association NorCal Board, Current
City of Santa Cruz, Public Works Commission 2005-2013
City of Santa Cruz - Clean River, Beaches and Ocean Tax Oversight Committee

PROJECT ROLE

Derek will be your advocate to keep your projects on target to meet your goals. He will be responsible for contract administration and oversee design development. As the design development proceeds, he will review all aspects of the project to confirm that all goals are met.

RELEVANT EXPERIENCE

City of Walnut Creek
- Heather Farms Park, Sports Complex (current)

City of Brentwood
- Sand Creek Sports Complex, Sports Complex (current)

City of Alameda
- Estuary Park Phase II, Community Park (current)
- Estuary Park Phase I, Community Park (2017)

City of Marina
- Glorya Jean Tate Park Phase II, Community Park (current)
- Dunes City Park (current)
- Glorya-Jean Tate Park Phase I, Bike Park (2023)

City of East Palo Alto
- Martin Luther King Jr. Park, Community Park (current)

City of South San Francisco
- Orange Memorial Park, Sports Complex (2023)

City of San Carlos
- North Crestview Park, Comuunity Park & Playground (current)

City of Mountain View
- Pickleball Court, Study and Design (current)
- Rengstorff Park, Community Park & Playground (2025)

City of Morgan Hill
- Butterfield Park Phase I, Community Park (current)
- Magical Bridge Playground, Comuunity Park & Playground (2023)
- Outdoor Sports Center Master Plan, Sports Complex (2022)
- Third Street Creek Park, Community Park & Trail (2017)
- Railroad Park, Community Park & Playground (2017)

City of Redwood City
- Redwood Shores Library Playground, Community Park & Playground (current)

City of Tracy
- Legacy Youth Sports Complex, Sports Complex (2023)

DANIEL COLLAZOS RLA

SENIOR PROJECT MANAGER | VERDE DESIGN, INC.

In 2020, Daniel became a member of the Verde Design team under Derek, where he has significantly enhanced the landscape architecture field with his mature and experienced approach. Daniel combines his advanced technical skills with a deep passion for design to produce elegant and precise designs that stand out from the rest. His attention to detail and creativity shine through in every project he undertakes, showcasing his dedication to his craft. In addition to his design prowess, Daniel possesses strong organizational skills that enable him to effectively manage large and complex projects with ease. His ability to prioritize tasks, coordinate team members, and meet deadlines consistently ensures the successful completion of every endeavor he takes on. Possessing fluency in Spanish, he is well-prepared to provide support during charrettes, showcasing his exceptional ability to engage with the community.

Education

M.S., Landscape Architecture, University of California, Berkeley, 2013

M.S., Chemical Engineering, West Virginia University, 1994

B.S., Chemical Engineering, West Virginia University, 1992

Licenses & Affiliations

CA 6307, Landscape Architect, 2018

American Society of Landscape Architects

Rescape (Bay-Friendly) Qualified

PROJECT ROLE

Daniel will lead preparation of graphics, meeting preparation, and conceptual design and construction documents/ packages. His responsibilities include overall daily management of the project, project scoping, and establishing the project schedule. During the startup phase, he will work with the team to attain input from your staff, and develop project programs, and respond to development issues, as well as direct supervision of drafting personnel.

RELEVANT EXPERIENCE

City of Alameda
- Estuary Park Phase II, Community Park (current)

City of Brentwood
- Sand Creek Sports Complex, Sports Complex (current)

City of Marina
- Glorya Jean Tate Park Phase II, Community Park (current)
- Dunes City City Park, Community Park & Playground (current)
- Glorya-Jean Tate Park Phase I, Bike Park (2023)

City of East Palo Alto
- Martin Luther King Jr. Park, Community Park (current)

City of Mountain View
- Pickleball Court, Study and Design (current)

City of Morgan Hill
- Butterfield Park Phase I, Community Park (current)
- Magical Bridge Playground, Community Park & Playground (2023)
- Outdoor Sports Center Master Plan, Sports Complex (2022)

City of South San Francisco
- Orange Memorial Park, Sports Complex (2023)

City of Tracy
- Legacy Fields Sports Complex, Sports Complex (2023)

City of Walnut Creek
- Heather Farms Park, Sports Complex (current)

City of Newark
- City-Wide Park Signage (current)
- Lakeshore Park, Community Park (current)
- Mel Nunes Park, Community Park (current)

JERRY JIANG

ASSOCIATE, PROJECT MANAGER | VERDE DESIGN, INC.

Jerry joined Verde Design at its conception in 2007. Jerry assists in the development of projects from conceptual design to construction. His role at the firm includes design and production coordination, graphics, cost estimating, and construction services. Jerry also has expertise with CAD and 3D software; he maintains the company's CAD standards and libraries. Over the years, Jerry has worked on an extensive list of educational facilities, including athletic facilities, as well as public parks. Jerry is an avid promoter of health/nutrition and fitness. He participates in local marathons, softball leagues, and weight training in his spare time. He currently volunteers as a parent-coach for youth basketball.

Education

B.S. Industrial Studies, San Jose State University, 2002

Minor in Business Management

PROJECT ROLE

Jerry will support the team and help manage projects. He typically works on the athletic field projects with natural grass or synthetic fields. He also provides CAD QA/QC for the team and packages we assemble.

RELEVANT EXPERIENCE

City of Tracy
- Legacy Youth Sports Complex, Sports Complex (2023)

City of Burligame
- Driving Range, Sports Complex (2016)
- Murray Soccer Field, Sports Complex (2016)
- Bayside Park, Trail & Connections (2016)

City of Milpitas
- Milpitas Sports Center Skatepark, Sports Complex (2020)
- Milpitas Sports Center, Sports Complex (2016)

City of Newark
- Skate Park, Sports Complex (2020)
- Sportsfield Park, Sports Complex (2019)

City of San Jose
- Arcadia Softball Complex, Sports Complex (2021)

Liberty Union High School District, Brentwood
- Freedom High School, Athletic Facility (2023)
- Liberty High School, Athletic Facility (2023)
- Heritage High School, Athletic Facility (2023)

Fremont Union High School District, Sunnyvale/Cupertino
- Lynbrook High School, Athletic Facility (2021)
- Fremont High School, Athletic Facility (2021)
- Cupertino High School, Athletic Facility (2020)

Antioch Unified School District, Antioch
- Deer Valley High School, Athletic Facility (2024)
- Antioch High School, Athletic Facility (2015)

Benicia Unified School District, Benicia
- Benicia High School, Athletic Facility (2016)

Monterey Peninsula Unified School District, Monterey
- Monterey High School, Athletic Facility (current)
- Seaside High School, Athletic Facility (2021)

BILL DRULIAS RLA

ASSOCIATE, DIRECTOR OF DESIGNE | VERDE DESIGN, INC.

Bill joined Verde Design at its inception in 2007 and contributes his passion for design excellence, and creative energy to our projects. As director of design, he supports the project team through establishing project design goals, the preparation of spatial hierarchies, functional uses, and recommendations for the integration of a wide palette of materials. He reviews all design efforts to ensure that they are executed in a comprehensive, creative, and positive manner. Taking the project's planning and design concepts, Bill develops them into solid design plans. He is also responsible for visual communication. He coordinates the plan graphics using color, sketches, and models to aid in providing clear communication to the client and community.

Education

B.S., Landscape Architecture, California Polytechnic State University, San Luis Obispo, 1975

Rio Hondo College, Whittier, Associate of Arts, Architecture, 1972

Licenses & Affiliations

CA 2069, Landscape Architect, 1982

Past Executive Committee and current umpire of the Santa Cruz County Baseball Umpire Association

California Parks and Recreation Society

PROJECT ROLE

Bill will work with Derek, Daniel, and Jerry, and will oversee the design process and graphics development. He will review options for all of the project components for sustainability. He has developed a sustainable checklist that can be compared to all elements in the park to present sustainable decisions.

RELEVANT EXPERIENCE

City of Alameda
- Estuary Park Phase II, Community Park (current)
- Estuary Park Phase I, Community Park (2017)

City of Brentwood
- Sand Creek Sports Complex, Sports Complex (current)

City of Marina
- Glorya Jean Tate Park Phase II, Community Park (current)
- Dunes City Park (current)
- Glorya-Jean Tate Park Phase I, Bike Park (2023)

City of East Palo Alto
- Martin Luther King Jr. Park, Community Park (current)

City of Morgan Hill
- Butterfield Park Phase I, Community Park (current)
- Magical Bridge Playground, Comuunity Park & Playground (2023)
- Outdoor Sports Center Master Plan, Sports Complex (2022)
- Third Street Creek Park, Community Park & Trail (2017)
- Railroad Park, Community Park & Playground (2017)

City of Campbell
- John D Morgan Park, Community Park & Playground (2022)

City of Sunnyvale
- Fair Oaks Park, Community Park & Playground (2022)

City of Tracy
- Legacy Fields Sports Complex, Sports Complex (2023)

City of South San Francisco
- Orange Memorial Park, Sports Complex (2023)

City of Watsonville
- Ramsay Park, Community Park & Playground (current)
- City Plaza Master Plan, Urban Area (2020)

City of San Carlos
- North Crestview Park, Community Park & Playground (current)

JAMIE WALLIS PE, QSD/QSP

SENIOR ASSOCIATE, CIVIL ENGINEER | VERDE DESIGN, INC.

Jamie joined Verde Design in 2014 and has developed into recent associate. She joined Derek's team to assist in managing current design projects, maintaining and building client relationships, and overseeing the rest of the production team in many aspects of each project she is involved in. During Jamie's time with Verde Design, she has assisted or managed a variety of projects, including public parks, athletic fields, and school facilities. Jamie also provides stormwater calculations, stormwater pollution prevention plans, and QSD service to ensure that the new facilities are designed in compliance with stormwater and C.3 requirements, if needed. Jamie utilizes her experience as a former NCAA D1 athlete, and her technical design skills, to produce innovative solutions to unique project issues.

Education

B.S., Civil Engineering, Santa Clara University, Santa Clara, 2013

Licenses & Affiliations

CA C86612, Professional Engineer, 2016

CA QSD/QSP Certification #26164, 2016

PROJECT ROLE

Jamie will support the civil engineering and documentation aspects of the project. She will work with Derek, Daniel, and Jerry to coordinate the engineering and production of construction documents and provide stormwater calculations for the project to ensure compliance with stormwater regulations and C.3 requirements.

RELEVANT EXPERIENCE

City of Foster City
- Edgewater Park, Sports Complex (2024)
- Catamaran Park, Sports Complex (2016)

City of Redwood City
- Hawes Park, Sports Complex (2024)
- Red Morton Community Park, Sports Complex (2016)

City of San Jose
- Tamien Park Phase I, Community Park & Playground (2021)

City of Burbank
- Brace Canyon Park (2023))

City of South San Francisco
- Orange Memorial Park, Sports Complex (2023)

City of Alameda
- Estuary Park Phase II, Community Park (current)
- Estuary Park Phase I, Community Park (2017)

City of Burlingame
- Murray Soccer Field, Sports Complex (2016)

City of Milpitas
- Milpitas Sports Center, Sports Complex (2016)

Los Gatos Union School District, Los Gatos
- Blossom Hill Elementary School, Athletic Facility (2023)
- Daves Avenue Elementary School, Athletic Facility (2023)
- Louise Van Meter Elementary School, Athletic Facility (2023)

Mount Diablo Unified School District, Concord
- Oak Grove Middle School, thletic Facility & Quad Area (2020)
- Mount Diablo Elementary School, Athletic Facility (2019)
- College Park High School, Athletic Facility (2018)

Stockton Unified School District, Stockton
- Chavez High School, Athletic Facility (2020)

Pacifica School District, Pacifica
- Cabrillo Elementary School, Athletic Facility (current)
- Ortega Elementary School, Athletic Facility (2024)

Verde Design

Charge Rate Schedule

Effective until December 31, 2025

For every project, we determine a cost utilizing a task and fee methodology tailored to the specific requirements of the project, with a preference for a fixed fee lump sum structure. The accompanying chart details the current rates for professional services and office-related expenses. Additionally, the reimbursable rates and associated costs are presented at the bottom of the chart.

Project Rates

Principal	$275.00 per hour
Project Manager/Construction Manager	
Level Four	$260.00 per hour
Level Three	$240.00 per hour
Level Two	$195.00 per hour
Level One	$180.00 per hour
Project Engineer	
Level II	$200.00 per hour
Level I	$185.00 per hour
IT Manager	$195.00 per hour
CAD Manager	$190.00 per hour
Project Designer	$175.00 per hour
Job Captain/Staff Engineer/Construction Administrator	$165.00 per hour
Draftsperson Level II	$160.00 per hour
Draftsperson Level I	$155.00 per hour
Project Administrator	$100.00 per hour
Intern	$85.00 per hour

Reimbursable Rates

Blueprints, Printing and Reproductions	Cost plus 10%
Sub Consultant Services	Cost plus 10%

Reimbursable Expenses

Blueprints and Reproductions	Travel Expenses
Photography	Parking and Toll Expenses
Models and Renderings	Permit Fees
Postage/Overnight Mail Service	Courier Delivery Service

Charge Rate Schedule is subject to revisions.

TAB 6 AGREEMENT

CONSULTANT SERVICE AGREEMENT

Verde Design has reviewed the City of Antioch's (City) Consultant Service Agreement and insurance requirements, and has no exceptions or requested changes.

Catamaran Park, Foster City

ATTACHMENT "B"

REQUEST FOR QUALIFICATIONS FOR

ON-CALL LANDSCAPE ARCHITECTURAL AND IRRIGATION DESIGN SERVICES

Qualifications Due: Wednesday, March 19, 2025, at 2:00 p.m.

Public Works Department 1201 W. Fourth Street Antioch, CA 94509
(925) 779-4129

INTRODUCTION

The City of Antioch (City) is requesting qualifications from Landscaping Architectural consulting/design firms to provide on-call landscape architectural and irrigation design services for various City landscape projects. The City intends to develop a "Shortlist" of Consultant/Design teams that will be called upon to provide services for any needed project or consulting service within the scope of landscape architectural and irrigation design services. Selected firms are expected to enter a three (3) year agreement with the City with an optional two (2) year extension at the sole discretion of the City for a possible five (5) year consulting services agreement.

Project size will vary depending on City need. Assignments are anticipated to be mainly design; however, community outreach and project management assistance may be requested. Consultant teams are expected to include a **California licensed landscape architect** when designing Landscape projects. A surveyor and civil engineer may be needed as well for some projects. Although the team will be selected as a whole, individual projects may not need the services of the entire team. Appropriate team members would be selected based on the scope of each project.

A Consultant team selected from the Shortlist will be provided with a detailed scope of services and specific tasks for each project, which will be used to negotiate a not-to-exceed project fee based on pre-approved Consultant billing rates. The Consultant will then give a description of the approach to the proposed project, specific members of the project team, proposed fees and a schedule for its completion for City approval. The City's Project Manager will determine if the proposal, schedule, and negotiated fees are acceptable. Fees submitted for each project shall be based upon those fees listed in your response to this proposal.

OVERVIEW

The City anticipates that a variety of landscape architectural and irrigation design services may be needed during the next three (3) years. The need to balance City staff resources, re-prioritize project needs, or emergency/urgent situations may drive the need for these on-call Consultant services.

Examples of landscape design requests will be for public areas, such as median and right of way landscape areas, and park enhancements and renovations. The expectation is that the Consultant will design projects per current City of Antioch Design Standards and Construction Specifications, State of California Model Water Efficient Landscape Ordinance (MWELO), and the Americans with Disabilities Act (ADA). Thorough understanding of these Standards, Specifications and Guidelines are expected. Accurate construction cost estimates for projects will be required as well.

Occasional, unanticipated requests might also need immediate attention such as requests for information (RFI) from contractors. Each Consultant shall address their capacity for immediate response in their Proposal.

OBJECTIVES

The purpose of this Request for Qualifications is to develop a list containing more than one Consultant that can provide the City with on-call landscape and irrigation design services on an as-needed basis. The Landscape Architect firm shall be the prime consultant of the project team.

The goal of this RFQ is to create a "shortlist" of qualified Consultants that will be available for use by City staff on projects within the City's Capital Improvement Program or as part of on-going Public Works Operations renovation/enhancement projects.

SCOPE OF SERVICES

Selected qualified firms shall provide on-call general landscape architectural and irrigation design services that may be requested by the City during the term of this agreement in a prompt, professional, and competent manner in accordance with the standards of the landscape architectural profession. All work, unless otherwise specified, shall be performed on a time and materials basis, and completed to the satisfaction of the Public Works Director/ City Engineer or designee within the time periods allocated, or as mutually agreed to at the beginning of the assignment. The following list provides examples of the type services that may be requested. Not all services may be needed on a specific project. Actual services will be project based according to need.

Landscape Design Services

1. Prepare site, landscape and/or irrigation plans;
2. Provide topographic site surveys for design purposes;
3. Provide property line survey to confirm existing boundaries;
4. Coordinate with Local Services to determine surface and underground utilities including identification/resolution of potential conflicts;
5. Prepare Storm Water Management Plans and include temporary and permanent BMP's to meet NPDES storm water quality requirements;
6. Review geotechnical and engineering reports;
7. Conduct community outreach and build consensus for final concept design;
8. Prepare preliminary and final design plans, specifications, details, quantity calculations and accurate estimates of costs;
9. Assist in bidding and award phase;
10. Provide construction administration services.

Project Management Assistance

In addition, the City may decide to retain on-call services as necessary to assist with project management. It is not anticipated that all Consultants will have staff available to provide these additional services, however the City would like any firm that has this capability to identify staff members that may be able to perform the following duties:

1. Assist the City in managing small to medium-sized capital projects including the preparation of staff reports, project planning and coordination with other agencies and utilities.
2. Assist the City in managing consultant work including signing, landscaping, utility undergrounding, irrigation and lighting.
3. Assist the City in managing the construction of small to medium-sized projects including advertisement of projects, response to request for information, review of bids, award of contract, project accounting, and closeout.
4. Perform Utility Research and coordination with Utility companies.
5. Perform Base Mapping of capital projects.
6. Prepare baseline project design schedule using critical path method and update schedule

as necessary.

7. Prepare application for and assist the City to obtain the necessary permits and approvals from appropriate agencies.
8. Perform or manage sub-consultants in the preparation of geotechnical services required on the project including pavement structural section and other required soil characteristics for design of structures.

Irrigation Design Services

The City of Antioch takes water conservation seriously. All irrigation designs will adhere to State of California MWELO Regulations. The planting and irrigation design of every site is considered an opportunity to enhance our environment, while conserving the resources which will maintain the landscape sustainably. The following points outline some of the ways the City implements such design principles.

- Utilize the latest water conserving technology and products.
- All systems contain automatic controllers that are equipped with water monitoring capabilities by seasonal program percentages based on Evapotranspiration (ET).
- Master control systems have backflow and pressure reducing devices.
- Rain, wind and moisture sensing override devices or weather stations are installed as appropriate.
- Gallonage, matched precipitation, pressure compensating rotors, rotators, spray heads and bubblers nozzles on bodies that are equipped with internal or in line check valves.
- Zone rotor, rotator spray heads and bubblers based on their GPM, PSI, arc pattern, radius, precipitation rates and plant material types being irrigated.
- Bubbler nozzles and underground irrigation tubing is used when appropriate.
- Zone the irrigation system into hydro-zones based on solar exposure, soil structure, topography, plant material types and their water requirements.
- Turf and shrub areas are watered separately through separate valve zones.
- Schedule repeat cycles (cycle/soak) and appropriate equipment as necessary to avoid runoff and overspray.
- Systems shall maintain or exceed a level of 0.71 efficiency and use of reclaimed water as possible.

SCOPE OF WORK - Irrigation Design Services

All irrigation designs will adhere to State of California MWELO Regulations.

The scope of work for potential projects may include, but not be limited to:

1. Initial site investigation and assessment of work based on project goals.
2. Review of planting zones for hydro-zone efficiency.
3. Review of City standard irrigation details, material list, and recommend appropriate upgrades. Develop or update City standard irrigation details in CAD as required in project scope.
4. Provide peer review of work prepared by City staff, and make recommendations and

revisions as directed by the City.

5. Comply with State (AB 1881) and local requirements.
6. Pre-Design - Assessment and Development of Existing Irrigation As-builts:
   a) Review site conditions and existing above ground irrigation components with City staff, and other agencies as required by project scope.
   b) Utilize existing survey to produce CAD documents with all above ground irrigation components. Add any missing irrigation components with GPS or field measurements.
   c) Coordinate with City staff in obtaining field piping notes or field knowledge to complete pipe routing of the various components.
   d) Provide final CAD and PDF documents with all irrigation components to be provided as deliverables.
   e) Coordination with the City's consultants and contractors as required.
7. Design - Conceptual Design and Design Development Phase:
   a) Prepare conceptual design, including plans, details and draft specifications for City review and approval.
   b) Provide product and material cut sheets.
   c) Prepare budgetary cost estimates.
   d) Review proposed planting zones and calculate the estimated amount of water required for the project site.
   e) Coordinate with City and other consultants in determining joint trench and clearance requirements.
   f) Landscape Documentation Package:
      i. Project Information
      ii. Water Efficiency Landscape Worksheets
8. Site Inspection Worksheet – Point of Connection (POC) Information
9. Site Inspection Worksheet – Controller Information
10. Site Inspection Worksheet – Station Information
11. System Capacity Calculations
12. Water Efficient Landscape Worksheet
    a) Hydrozone Information Table
    b) Water Budget Calculations
    c) Maximum Applied Water Allowance (MAWA)
    d) Estimated Total Water Allowance (ETWU)
13. Part 1. Certificate of Completion
14. Part 2. Certification of Installation According to the Landscape Documentation Package
15. Part 3. Irrigation Schedule
16. Part 4. Schedule of Landscape and Irrigation Maintenance.
17. Part 5. Landscape Irrigation Audit Report

18. Part 6. Soil Management Report
19. Soils Analysis Report
20. Verification of Implementation
    a) Soil Management Report
    b) Irrigation Plan
    c) Irrigation Schedule
    d) Landscape and Irrigation Maintenance Schedule
    e) Irrigation Audit, Irrigation Survey and Irrigation Water Use Analysis
    f) Irrigation Efficiency
    g) Recycled Water
    h) Booster Pump Design
    i) Irrigation Well Design if needed
21. Post Design - Construction Documents Phase:
    a) Prepare construction documents, including plans, details and specifications complete and ready for City review, permitting and bidding. Final bid construction documents set shall be stamped and signed by licensed design professional in charge.
    b) Construction documents shall conform to graphic standards, including title blocks, scale, established by the City.
    c) Prepare cost estimate to correspond with line items and unit costs on project Bid Spreadsheet and Measurement and Payment Clause in the project specifications.
    d) Prepare technical specifications in City Standard, CSI or Caltrans format, as required or directed.
    e) Provide all plans to the City in AutoCAD format (most recent version).
    f) Project administration as required.
    g) Project Construction Phase:
        i. Provide evaluation on material substitution request.
        ii. Review submittals and shop drawings.
        iii. Review and respond to contractor Request for Information (RFI).
        iv. Change order evaluation as necessary.
        v. Attend construction punch walk and generate project punch list.
        vi. Project Conformed Set of Project Documents in CAD and PDF format at project completion for City records.
    h) Referenced City Standard Irrigation Details:
        i. Tree Staking L-03
        ii. Pedestal Irrigation Controller L-04
        iii. Sprinkler Irrigation lateral L-05
        iv. Quick Coupler Main Line (Potable) L-06

v. Quick Coupler Main Line (NON-POTABLE) L-07
vi. Light Energized Irrigation Controller L-08
vii. Shrub and Tree Planting on Slope L-10
viii. Irrigation Master Control Valve L-11
ix. Irrigation Remote Control Valve L-12
x. Isolation Gate Valve 2" and Under L-13e
xi. Isolation Gate Valve 2-1/2" & Over L-14
xii. Trench Section for Irrigation Pipe L-15
xiii. Irrigation Typical Thrust Blocks L-16
xiv. Reduced Pressure Backflow Preventer Assembly W-11

PERIOD OF AWARD

The anticipated effective date for providing the required product and services shall be for an initial three (3) year period with an optional two (2) year extension at the sole discretion of the City for a possible total five (5) year agreement, starting approximately April 2025.

If the City desires to extend the contract, not later than thirty (30) days prior to expiration, the City shall send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm's pricing proposal from the consultant, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term of extension thereof. All decisions to extend the contract are at the option of the City.

SUBMITTAL REQUIREMENTS

Please prepare and organize your Qualifications based on the requirements provided below. Any other information you would like to include should be placed in a separated section at the back of your Submittal. Please note however that the RFQ submittal is limited to **20 pages maximum** (excluding resumes) and should be submitted on 8 ½ x 11" paper, in 12-point font.

1. Interested firms are requested to submit three (3) sealed copies of their Qualifications and one electronic copy in PDF format as follows: Enclose a cover letter not to exceed one page describing the firm's interest and commitment to perform on-call landscape architectural and irrigation design services. The person authorized by the firm to negotiate a contract with the City of Antioch shall sign the cover letter.
2. State the qualifications and experience of the firm/individual(s). Please emphasize the specific qualifications and experience with engagements of similar scope and complexity.
3. Provide at least three references (names and current phone numbers) from recent work (previous five years) similar to the service categories your firm is interested in providing. Include a brief description of the role associated with the reference, and the role of the respective team member.
4. List key staff members, including identification of the Principal-in-Charge and Project Manager/primary point-of-contact.
5. Include an organization chart, including those who may take a role in as a consultant to the City.

6. Present proposed compensation rates.
7. Provide confirmation of your firm's ability to meet the City's Consultant Service Agreement and insurance requirements (See Attachment A). Exceptions to the Agreement and insurance requirements shall be specifically noted in the Proposal.

SELECTION CRITERIA

All qualifications will be evaluated based on the criteria below.

- Qualifications and experience of key project team members, particularly the Project Manager, qualified technical and support personnel - 25 points
- Experience with local municipalities and agencies - 25 points
- Ability to respond in a timely manner – 15 points
- Quality and completeness of the proposal – 10 points
- Ability to meet contract and insurance requirements – 10 points
- Fees – 15 points

CONTRACT TERMS AND CONDITIONS

It is anticipated that any selected Consultant firm will work under a three (3) year Consultant Services Agreement with the City. Payment for services provided under the service agreement will be on a "time and materials" basis with a not-to-exceed limit of $125,000 per contract year. At the end of the three-year term, the City may renew the consultant's Service Agreement for two (2) one-year period extensions with a not-to-exceed limit of $125,000 per extension contract year. Services will be requested on an as needed basis and there is no guarantee of work or that any funds will be used.

CONTRACT TERMS AND CONDITIONS

Enclosed is a copy of the City of Antioch's Consultant Service Agreement. By submitting a proposal for this work, a firm agrees to comply with all terms and conditions and insurance requirements outlined in the agreement.

It is anticipated that the selected consultant(s) will work under a three-year Agreement with the City. At the end of the three-year term, the City may renew the Agreement for up to two additional years.

It is anticipated that from the proposals submitted, City staff will be able to select the firms best suited to meet the City's needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the project and the firm's proposal. The City will negotiate a Consultant Service Agreement for the work after staff has determined the best qualified firms.

No compensation will be due any firm for preparation of a written proposal or for meeting with staff after a "short list" has been determined.

The selected firm will receive a notice to proceed after the City Council has approved their contract.

SUBMISSION INSTRUCTIONS

Three (3) bound, and one (1) electronic copy of the proposal **must be submitted no later than 2:00 p.m. on Wednesday, March 19, 2025** to:

City of Antioch
Derek Traya
Public Works Department
1201 W. 4th Street
Antioch, CA 94509

Interviews will be conducted if there is not an outstanding response and two or three firms are very close in evaluation points. Any questions regarding the above should be directed to Public Works Department at (925) 779-6968 or dtraya@antiochca.gov.

ATTACHMENT "C"

ON-CALL ARCHITECTURAL AND IRRIGATION DESIGN SERVICES
RFQ 031925
Evaluation of Qualifications

RATER 1	RATER 2	RATER 3	AVERAGE	
100 Points	*100 Points*	*100 Points*	*100 Points*	
92	82	87	87.00	Gates + Associates
90	84	85	86.33	Verde Design
89	79	90	86.00	Tanaka Design Group
87	83	86	85.33	INTEGRA
87	83	85	85.00	Dillingham Associates
88	78	85	83.67	McArdle Design
86	79	84	83.00	CSW ST2
85	74	77	78.67	RHAA
69	78	79	75.33	Panoramic Design Group
80	70	75	75.00	Westwood
69	70	68	69.00	PGA Design

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brandon Peters, GIS Coordinator

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

SUBJECT: Approval of a Sole Source Agreement with Trimble, Inc. for Software License Use of their Computer Maintenance Management System, 'Unity Maintain', Formerly Cityworks

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an agreement with Trimble, Inc. (previously Azteca Systems, LLC) for software licensing use of Unity Maintain (previously CityWorks), for a five (5) year term ending June 30, 2030, for an amount not to exceed $638,237.54, and authorizing the City Manager or designee to execute the agreement with Trimble Inc. in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this expenditure will be equally split between the Water and Sewer Enterprise funds. Funding for the first year of this agreement in the amount of $120,192 is included in the proposed FY 2025/26 budget. Funding for future contract years will be requested as part of the City's recurring budget process which is subject to Council approval.

DISCUSSION

Following a Request for Proposals for a Computerized Maintenance Management System in November of 2020, a submission by Azteca Systems, LLC (as a subsidiary of Trimble that is now absolved) proposed their own Enterprise Asset Management System solution named CityWorks. The submission for CityWorks was selected as the leading proposal, based on scoring criterion applied to identify proposals offering the most efficacy and value. As an industry leading cloud-based asset management solution, CityWorks provided the unique ability of tracking and managing infrastructure work activities utilizing the City's existing GIS cloud-based database.

Staff has used Trimble's software (previously known as CityWorks, but now re-branded as Unity Maintain) as its Computerized Maintenance Management System since then, which enables tracking of work history, cost analysis, and work scheduling through asset visualization. This is accomplished through the creation and storage of digital maintenance records of City infrastructure and other critical assets. The accumulation of these maintenance records creates an archive of data that can be fed into, and transferred from other integrated City systems and applications. Some examples of other systems

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Agenda Item #

include: SeeClickFix, IT Pipes, and Mobile MMS, all whom share data that resides within Unity Maintain.

Unity Maintain serves a critical function to the Public Works Department and ensures staff can make informed asset decisions. The system integrations established through Unity Maintain are unique and specific to the needs of Public Works, as well as the workflows established with other departments. These specialized workflows and integrations require a sole source agreement for Unity Maintain software use. It is the only software with these integrations that can seamlessly leverage the City's existing GIS database as the authoritative system of record. Unity Maintain is integral to the maintenance operations of Public Works and helps ensure residents receive the highest level of service.

ATTACHMENTS

A. Resolution
B. Renewal Proposal
C. Published RFQ

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO APPROVE AN AGREEMENT WITH TRIMBLE, INC, FOR SOFTWARE USE LICENSING OF UNITY MAINTAIN (PREVIOUSLY KNOWN AS CITYWORKS)

WHEREAS, following a Request for Proposals for a Computerized Maintenance Management System in November of 2020, a submission by Azteca Systems, LLC (as a subsidiary of Trimble that is now absolved) proposed their own Enterprise Asset Management System solution named CityWorks;

WHEREAS, staff has used Trimble's software (previously known as CityWorks, but now re-branded as Unity Maintain) as its Computerized Maintenance Management System since then, which enables tracking of work history, cost analysis, and work scheduling through asset visualization;

WHEREAS, Unity Maintain serves a critical function to the Public Works Department and ensures staff can make informed asset decisions. The system integrations established through Unity Maintain are unique and specific to the needs of Public Works, as well as the workflows established with other Departments; and

WHEREAS, Unity Maintain is the only software utilizing these integrations that can seamlessly leverage the City's existing GIS database as the authoritative system of record, ensuring residents receive the highest level of service

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an agreement with Trimble, Inc. (previously Azteca Systems, LLC) for software licensing use of Unity Maintain (previously CityWorks), for a five (5) year term ending June 30, 2030, for an amount not to exceed $638,237.54, and authorizing the City Manager or designee to execute the agreement with Trimble Inc. 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	Antioch, CA 1201 W 4th St Antioch, CA 94531-5007
Billing Contact Name and E-Mail Address:	Brandon Peters bpeters@antiochca.gov
Is Customer Tax Exempt? **Is Customer a Public Entity?**	Yes or No Yes or No
Initial Term:	06/30/2025 - 06/29/2030
Validity:	This Order Form shall expire on 07/20/2025 (the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	** If Purchase orders issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.* Background. On **June 16,2021**, Azteca Systems, LLC (a wholly owned subsidiary of Trimble, Inc.) and Customer executed an agreement pertaining to Customer's current Cityworks subscription. Purpose. The Purpose of this Order Form is to upgrade and migrate the Customer's current Annual Software Subscription: From: **Cityworks Online AMS Custom Dept ELA with Unlimited Logins.** To: **Trimble Unity Maintain Elite with 100 Users**. Migration Process. Following execution of this Order Form, Trimble will provision Customer's Trimble Unity Maintain instance. Customer and its authorized Service Provider will then complete the software implementation and migration of Customer Data to the Trimble Unity Maintain environment. Upon completion of the implementation and migration, Customer will promptly notify Trimble of the anticipated Trimble Unity Maintain go-live date, which shall be no later than 90 days from the execution of this Order (in the event Customer requires a go-live date outside the 90 day window, an additional Order Form will be required). Trimble will continue to host Customer's Cityworks instance for 30 days following the designated go-live date (the "Transition Period"). Upon the conclusion of the Transition Period, Customer's Cityworks subscription and the previous agreement between Azteca Systems, LLC and Customer will automatically terminate, and Azteca Systems will permanently delete Customer's Cityworks instance and all Customer Data stored therein. Support Terms & Service Level Agreement. The Support Terms and service levels applicable to Trimble Unity Maintain are provided in Addendums 1 and 4 below. Any support or service level obligations applicable to Cityworks will continue to be governed by Customer's agreement with Azteca Systems, LLC. Customer's Service Provider. Customer has elected a third party, **Centricity,** to perform the implementation and migration described above. Trimble is not responsible for and disclaims all liability associated with the implementation and migration services performed by any third party. Post-Termination Customer Data Extract. Upon termination or expiration of this Agreement, Trimble will retain Customer Data for 90 days (the "Retention Period"). During the Retention Period and upon Customer's

	written request, Trimble will provide Customer with one (1) extract of all documents and files stored within its instance(s) free of charge via an S3 Bucket or other mutually agreeable format. After the Retention Period, all Customer Data will be sanitized in accordance with NIST 800-88 standards. Trimble Unity Construct Third-Party Software Attributions. A list of certain third-party software included in Trimble Unity Construct may be found at the following link: https://learn.assetlifecycle.trimble.com/legal/e-builder-3rd-party-software-attributions

Annual Software Subscription:

Part Number	Item Name	Unit of Measure	Type	Description	Annual Amount
BS-SB-OPS-EAM-ELITE	Trimble Unity Maintain - Elite	100 - Authorized Users	Software-as-a-Service ("SaaS")	See Addendum 1 for Additional Details	$120,192.00
				Total Annual Software Subscription - Year 1	**$120,192.00***
				Total Annual Software Subscription - Year 2	**$120,192.00**
				Total Annual Software Subscription - Year 3	**$126,204.60**
				Total Annual Software Subscription - Year 4	**$132,511.68**
				Total Annual Software Subscription - Year 5	**$139,137.26**

**Fee for Year 1 is the annual amount. Please consult Section 3 of the Terms and Conditions for the prorated payment, if applicable.*

Addendums:

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")
5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration

TERMS AND CONDITIONS

1. Terms and Conditions. All Trimble Unity Offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. ***AUTOMATIC RENEWALS. This Order will automatically renew for subsequent 12-month term(s) at then-current pricing, unless either party provides the other with notice of cancellation at least 30 days prior to the expiration of the then-current term.***

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
  - Year 1 in the amount of $23,692.00 upon execution of this Order Form. This Year 1 invoice amount assumes the Customer has paid for their Cityworks renewal in the amount of $96,500.00 found under Quote number Q-35294-1 and invoiced under INV9160.
  - Year 2 in the amount of $120,192.00 upon 05/30/2026,
  - Year 3 in the amount of $126,204.60 upon 05/30/2027,
  - Year 4 in the amount of $132,511.68 upon 05/30/2028, and
  - Year 5 in the amount of $139,137.26 upon 05/30/2029.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:	**TRIMBLE:**
Signature: _____	Signature: _____
Print Name: _____	Print Name: Carlos Abaunza
Title: _____	Title: Sr. Director, Legal
Date: _____	Date: _____

Addendum #1

Annual Software Subscription Details

If Customer purchased access to a package related to Trimble Unity Construct, Maintain, and Permit in the Order Form, the following is a breakdown of modules and functionality found within the purchased SaaS products (this list does not cover any SaaS add-ons that Customer may have purchased separately). Modules and Functionality may require professional services for implementation or configuration. Professional services can be purchased separately from Trimble under a separate Order Form.

Item:	Starter Package[+]	Professional Package	Elite Package
Trimble Unity Construct	Authorized Users delineated on the Order Form get access to Trimble Unity Construct's: • Core Modules[1] • Process Module • Forms Module • Document Module • Dashboard Module • Reports Module • EZ File Transfer [+]Authorized Users (up to five Authorized Users) obtain a right to access: • Trimble Unity Maintain - Professional • Trimble Unity Permit - Professional	• Trimble Unity Construct - Starter Included Authorized Users delineated on the Order Form get access to Trimble Unity Construct's: • Cost Module • Schedule Module • Resource Management • Planning Module • Bidding Module • Submittals Module • Account Level Cost Capability • Project Level Multi-Currency Capability • API Professional[2] • Trimble Unity Field's Construct Functionality	• Trimble Unity Construct - Starter Included • Trimble Unity Construct - Professional Included Authorized Users delineated on the Order Form get access to Trimble Unity Construct's: • Business Intelligence Capability • Data Warehouse Capability • Shared Trial Environment Capability (Qty 1) • API Elite[3]
Trimble Unity Maintain	Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • Admin • Respond • Style [+]Authorized Users (up to five Authorized Users) obtain a right to access: • Trimble Unity Construct - Professional • Trimble Unity Permit - Professional	• Trimble Unity Maintain - Starter Included Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • Storeroom Capability • Workload Capability • Equipment Checkout Capability • OpX Projects Capability • eURL Capability • Web Hooks Capability • Web Services Access[4] • Analytics for Trimble Unity Maintain Capability • Trimble Unity Field's Maintain Functionality	• Trimble Unity Maintain - Starter Included • Trimble Unity Maintain - Professional Included Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's: • OpX Contracts Capability • OpX Budgets Capability • Trimble Unity Maintain Advanced APIs[5] • Operational Insights Capability • Sandbox Capability (Qty 1)[8]
Trimble Unity Permit	Authorized Users delineated on the Order Form get access to Trimble Unity Permit's: • Admin • Respond • Style • Task Manager Capability	• Trimble Unity Permit - Starter Included Authorized Users delineated on the Order Form get access to Trimble Unity Permit's: • Public Access Capability • Workload Capability • OpX Projects Capability	• Trimble Unity Permit - Starter Included • Trimble Unity Permit - Professional Included Authorized Users delineated on the Order Form get access to Trimble Unity Permit's: • Advanced APIs[7] • Storeroom Capability

	[+]Authorized Users (up to five Authorized Users) obtain a right to access: • Trimble Unity Construct - Professional • Trimble Unity Maintain - Professional	• eURL Capability • Web Hooks Capability • Web Services Acecss[6] • Analytics for Trimble Unity Permit Capability	• Analytics for Storeroom Capability • Sandbox Capability (Qty 1)[8]

[+]Any configuration or implementation requested by the Customer, not covered by an executed Order Form, shall be performed by Trimble if requested by Customer and a separate Order Form containing pricing and scope is executed.

[1]Trimble Unity Construct Core Modules include Home, Projects, Contacts & Setup

[2]Trimble Unity Construct API Professional - Access to Trimble Unity Construct's Public API's. Access is limited to 15,000 calls per day.

[3]Trimble Unity Construct API Elite - Access to Trimble Unity Construct's Public API's. Access is limited to an additional 15,000 calls per day on top of the 15,000 allotted in Trimble Unity Construct API Professional.

[4]Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

[5]Use of Trimble Unity Maintain Application Programming Interface (APIs) with third party system integrations.

[6]Use of Trimble Unity Permit Application Programming Interface (APIs) with commercially available Trimble Unity Permit-centric applications that are licensed and maintained by authorized Trimble Unity Permit partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Permit-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Permit Advanced API's in the Elite License Package are required for 3rd party integrations.

[7]Use of Trimble Unity Permit Application Programming Interface (APIs) with third party system integrations.

[8]Sanbox provided for Trimble Unity Maintain or Trimble Unity Permit shall be limited to two (2) ad hoc refreshes per quarter during initial configuration. After initial configuration is completed, the Sandbox will be refreshed once per quarter at a defined date provided by Trimble. At each refresh, the Sandbox will be replaced with a copy of Customer's Production Environment as of the last available backup. All existing configuration changes in the Sandbox will be permanently deleted during the refresh process and will be replaced by the production backup.

Trimble reserves the right to audit the Customers account to ensure the Customer has: (1) access to the correct modules and functionality in accordance with the package Customer has purchased and (2) the appropriate number of Authorized Users purchased. Trimble reserves the right to: (1) charge for any over access experienced by the Customer by moving the Customer to the appropriate package or (2) shut off any over access experienced by the Customer.

Addendum #2

Trimble General Transaction Terms
Version 1.2 (Last updated: May 1, 2024)

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "**General Terms**"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "**Agreement**". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.

1.1. "**Affiliate**" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.

1.2. "**Customer**"is the entity or person identified in the Order or SOW.

1.3. "**Dispute(s)**" means any dispute, claim, or controversy arising from or related to the Agreement.

1.4. "**Documentation**" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.

1.5. "**Hardware**" means hardware products specified in the Order.

1.6. "**High Risk Activities**" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.

1.7. **"Intellectual Property Rights"** means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.

1.8. "**Law(s)**" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.

1.9. **"Licensed Software"** means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.

1.10. "**Offerings**" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.

1.11. "**Order**" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.

1.12. "**Services**" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.

1.13. "**Software**" means the Licensed Software and/or Software-as-a-Service specified on an Order.

1.14. "**Software-as-a-Service**" or "**SaaS**" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.

1.15. "**Statement of Work**" or "**SOW**" means a statement of work or similar agreement governing the provision of Services.

1.16. **"Supplemental Terms"** are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms.

1.17. "**Support**" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.

1.18. "**Trimble**" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.

1.19. **"Trimble IP"** means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:

(a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,

(b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,

(c) APIs, customized applications and computer programs,

(d) processes, methods, algorithms, ideas, and other "know how,"
(e) data and information provided or sourced by Trimble,
(f) Offerings which Customer has the right to use via a subscription, and
(g) network equipment and architecture.

2. **Orders; Validity.** An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer's execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble's partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble's prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer's purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer's payment obligations thereunder, and any such provisions will be of no force or effect.

3. **Payment Terms; Invoicing**

3.1. Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer's responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.

3.2. Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble's transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble's failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.

3.3. Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer's account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.

3.4. Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys' fees).

3.5. Trimble may suspend Customer's access to or Trimble's provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).

3.6. For any breach of Customer's payment obligations under any Order(s), Trimble may, without limiting Trimble's other rights and remedies, declare Customer's unbilled future fees under any and all Orders immediately due and payable.

3.7. Trimble has the continuing right to review Customer's credit and, if reasonably determined necessary by Trimble, change Customer's payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.

3.8. Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. **Term and Termination**

4.1. **Term.** The term and any renewals thereof applicable for an Offering (collectively, the "**Term(s)**") shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.

4.2. **Termination**. Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party's receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.

4.3. **Survival**. These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. **Customer Obligations**

5.1. **High Risk Activities.** Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

5.2. **Compliance with Laws.** Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

5.3. **Dependencies and Compatibilities.**

(a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, "**Dependencies**"), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, "**Compatibilities**").

(b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control.

(c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. **WARRANTY DISCLAIMERS.**THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE'S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED "AS-IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. **Limitations of Liability.**

7.1. **Waiver; Liability Cap.**

(a) **EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY'S (AND EACH OF ITS SUPPLIER'S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.**

(b) **"EXCLUDED CLAIMS" MEANS (i) CUSTOMER'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL "EXCLUDED CLAIMS" EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.**

(c) **THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.**

(d) **SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.**

7.2. **Nature of Claims and Failure of Essential Purpose.** The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble's performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. **Indemnification.** Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) use or modification of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer's violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer's expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. **Confidentiality.**

9.1. **Definition.** "**Confidential Information**" means information disclosed to the receiving party under the Agreement that is

designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

9.2. **Obligations**. As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.

9.3. **Exclusions**. These confidentiality obligations do not apply to information that the receiving party can document

(a) is or becomes public knowledge through no fault of the receiving party or its Representatives,
(b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement,
(c) it rightfully received from a third party without obligation of confidentiality, or
(d) it independently developed without using the disclosing party's Confidential Information.
(e) Supplemental Terms may have additional exclusions.

9.4. **Remedies**. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.

9.5. **Required Disclosures**. Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.

10. **Intellectual Property Rights.**

10.1. **Trimble IP**. As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.

10.2. **Feedback**. Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.

11. **Personal Information; Data Protection.**

11.1. This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.

11.2. Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.

11.3. The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.

11.4. Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.

11.5. If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at https://www.trimble.com/privacy/DPA-TI-EuroSubs (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.

11.6. If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at

https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

12.1. **Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

12.2. **Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).

12.3. **Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

12.4. **Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.

12.5. **Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.

12.6. **Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.

12.7. **Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti- Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.

12.8. **GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration (**"GSA"**) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

12.9. **Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes

shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on Exhibit A (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.

12.10. **WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; *PROVIDED, HOWEVER*, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.**

12.11. **Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in Exhibit B (Region-Specific Terms).

12.12. **Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.

12.13. **Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.

12.14. **Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.

12.15. **No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.

12.16. **Independent Contractors**. Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.

12.17. **Entire Agreement**. The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.

12.18. **Counterparts**. The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Exhibit A

Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of Delaware	State and Federal Courts located in Wilmington, Delaware, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

** Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.*

*** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).*

Exhibit B

Region-Specific Terms

Table of Contents

- Australia
- France
- The Netherlands
- Germany

Australia

For Customer who purchase Offerings in Australia, the following provisions apply:

(a) For the purposes of this section, "**Australian Consumer Law**" means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and "**Non-excludable Condition**" means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.

(b) To the extent permitted by Law, Trimble's liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.

(c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.

(d) Nothing in the Agreement is intended to derogate from Trimble's obligations under the *Privacy Act 1988* (Cth) as amended from time to time.

(e) Where Order(s) are a "Small Business Contract" within the meaning of the Australian Consumer Law:
- Trimble shall not accelerate Customer's unbilled future fees under any Order(s);
- Customer's indemnification obligations under the Agreement are reduced to the extent Trimble's acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
- Trimble's liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
- No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

France

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

The Netherlands

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH

OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Germany

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug)* are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (Gewährleistung) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung)*.
4. **With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
    - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
    - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
    - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
    - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
    - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under https://www.trimble.com/privacy or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
    - The following section applies instead of section 12.9.
        - Governing Law and Venue; Waiver of Jury Trial. The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
        - **Regarding paragraph 12.15.**Clause 12.15 does not apply.

Addendum #3

Supplemental Terms for Software and Subscriptions

Version 1.2 (Last Updated: May 1, 2024)

1. Definitions. Capitalized terms not defined herein have the meanings given in the General Terms.

1.1. "**Active Project**" means any Project on which the Software may be used by Customer during any Annual Subscription Term.
1.2. "**Annual Subscription Term**" means each 12-month period of a Subscription Term.
1.3. "**Anonymized Data**" means any data collected in connection with the Offerings (including Customer Data) that has been aggregated and/or de- identified in such a manner that neither Customer nor any of its Authorized Users or any other individual can be identified from the data when it is shared outside of Trimble or its Affiliates.
1.4. "**Authorized User**" means any employee of Customer and, unless prohibited by Trimble in the Order, Documentation, or any Supplemental Terms, individuals who are contractors or consultants of Customer or employees, contractors, or consultants of Customer's Affiliates authorized by Customer to access and use the Offerings on Customer's behalf in accordance with the Agreement, including, without limitation, Section 6.6 (Third- Party Access) and Section 9 (Confidentiality).
1.5. "**Correction Services**" means subscription-based services that provide GNSS position correction data.
1.6. "**Concurrent User**" means any type of User authorized by Customer to access and use the Offerings on Customer's behalf simultaneously at a given point in time.
1.7. "**Customer Data**" means any information, documents, materials, or other data of any type that is input by or on behalf of Customer into the Offerings or that is created or generated by Customer through Customer's use of the Offerings, including without limitation information or data that is submitted manually by Authorized Users or through a Third-Party Platform. For clarity, Customer Data expressly excludes Usage Data.
1.8. "**Customer Group**" means Customer's business units, Affiliates, or Joint Ventures, if any, listed in the Order that may authorize Authorized Users to use the Offerings on behalf of those business units, Affiliates, or Joint Ventures.
1.9. "**Gross Annual Revenue**" or "**GAR**" means Customer's (and Customer Group's, if applicable) income and revenue from all sources, before expenses or taxes, calculated on an annual basis according to generally accepted accounting principles and as reported in company financial statements. The various equivalent definitions may be used interchangeably.
1.10. "**Joint Venture**" means a business arrangement in which Customer and one or more other third parties agree to pool their resources to accomplish a Project or other commercial enterprise.
1.11. "**License Keys**" means electronic passwords, authorization codes, or other enabling mechanisms provided for use with the Offerings.
1.12. "**Named User**" means any type of Authorized User designated by Customer by name or other identifier to access and use the Offerings on Customer's behalf.
1.13. "**Prohibited Data**" means any (a) patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (b) credit, debit, or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS); (c) information subject to regulation or protection under the Children's Online Privacy Protection Act or Gramm-Leach Bliley Act, or (d) any other information which is regulated under Laws and is not required for use of the Software for its intended purpose.
1.14. "**Project**" means the initiation, delivery, operations, and maintenance of a construction project.
1.15. "**Provision Date**" means the date on which Trimble first provides access to the Offerings. For an Offering bundle comprised of multiple Software, the Provision Date will be the date on which the entire Offering bundle becomes fully provisioned.
1.16. "**Subscription**" means access to any Software, Support, Correction Services, content, data, or other information, in each case made available for the applicable Subscription Term(s).
1.17. "**Support Terms**" means the then-current Supplemental Terms for Support and Maintenance available at https://www.trimble.com/en/legal/customer-terms or any successor url.
1.18. "**Third-Party Materials**" means any third-party data, content, or proprietary software. Third-Party Materials is not part of Software.
1.19. "**Project Budget**" means the total projected cost allocated to carry out, manage, and complete one or more Active Project(s) over the entire Subscription Term. The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.20. "**Total Project Value**" or "**Project Value**" means Project Budget divided by the number of Annual Subscription Terms in the Subscription Term (and not any renewal). The various defined terms are equivalent and may be used interchangeably, including in other defined terms.
1.21. "**Usage Limitations**" means Customer's authorized scope of use for the Offerings as specified in the applicable Order, Supplemental Terms, or Documentation, which may include any user (e.g., Named User, Concurrent User, etc.), seat, copy, instance, data storage, CPU, computer, field of use, location, project, or other restrictions.
1.22. "**Usage Data**" means Trimble's technical logs, data, and learnings about Customer's use of the Offerings, excluding Customer Data.

2. Generally

2.1 Offerings.

(a) Subscriptions (other than Licensed Software). Customer may access and use the Subscriptions during the Subscription Term only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Unless otherwise specified by Trimble, any Licensed Software provided with a Subscription is subject to the terms applicable to Licensed Software under the Agreement.
(b) Licensed Software. Trimble hereby grants Customer a non-transferable, non-sublicensable, non-exclusive license, during Term, to install, copy, and use the Licensed Software on systems or devices under Customer's control only for its internal business purposes in accordance with the Documentation, Usage Limitations, and the Agreement. Licensed Software is licensed, not sold. Any Licensed Software deployed through hosting services delivered by Trimble are subject to the terms and conditions applicable to Licensed Software.
2.2 Authorized Users. Only Authorized Users may access or use the Offerings. User IDs are granted to individual, named persons, and each Authorized User will keep login credentials confidential and not share them with anyone else. Customer is responsible for its Authorized Users' compliance with the Agreement and actions taken through their accounts. In the event an Authorized User is no longer authorized to use an Offering on Customer's behalf, Customer will promptly de-activate such Authorized User's access. Unless expressly permitted in the Order,

Supplemental Terms, or Documentation, Customer may not transfer Authorized User status from one individual to another. Customer will promptly notify Trimble if it becomes aware that any of its Authorized User login credentials have been compromised.

2.3. Restrictions. Customer will not (and will not permit, encourage, or assist anyone else to) do any of the following: (a) provide access to, distribute, sell, or sublicense the Offerings to a third party; (b) use the Offerings on behalf of, or to provide any product or service outside of Customer's regular course of business, to, third parties; (c) use the Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to any element of the Offerings, except to the extent expressly permitted by Law (and then only after providing prior written notice to Trimble); (e) modify or create derivative works of the Offerings or copy any element of the Offerings (other than in connection with making copies of Licensed Software authorized under the Agreement); (f) remove or obscure any proprietary notices in the Offerings; (g) publish benchmarks or performance information about the Offerings, except to the extent expressly permitted by Law; (h) interfere with the Offerings' operation or its use by others, circumvent its access restrictions or, without the prior written permission of Trimble, conduct any security or vulnerability test of the Offerings; (i) transmit any viruses or other harmful materials to the Offerings; (j) submit to the Offerings any information that is inappropriate, defamatory, obscene, salacious, or unlawful, or use the Offerings to defame, harass, stalk, threaten, or otherwise violate the rights of others; (k) use the Offerings to advertise, offer to sell or buy goods, or otherwise for business promotional purposes; (l) for Licensed Software, unless expressly permitted in the Order, Supplemental Terms, or the Documentation, use or host any Licensed Software in a virtual server environment, or (m) for Corrections Services, re-broadcast the Corrections Services without the prior written consent of Trimble.

2.4 Free Versions; Trials and Betas. **"Free Versions"** means any Offerings made available to Customer for use without a fee. **"Trials and Betas"** means any Offerings or any features thereof made available on an evaluation or trial basis or as an alpha, beta, Labs or other early access offering, in any case free or otherwise. Unless otherwise set forth in the Documentation or the Agreement, Customer may only use Free Versions in a non-production environment and for non-commercial purposes, and Trials and Betas may only be used solely for Customer's internal evaluation to determine whether to purchase a license or subscription to the Offerings. The evaluation term for Trials and Betas shall be 30 days unless otherwise designated by Trimble in writing. Free Versions and Trials and Betas are optional, and Trimble may cease making available such Offerings at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features that Trimble may never release, and their features and performance information are Trimble's Confidential Information. In the event Customer has purchased Services related to any Free Version or Trial and Beta, any unused Services upon any termination or expiration of the applicable term for the Free Version or Trial and Beta shall be forfeit. **Notwithstanding anything else in the Agreement: (a) Trimble has no obligation to retain Customer Data used with Free Versions and Trials and Betas; (b) Trimble provides the Free Versions and Trial and Betas "AS-IS" with no warranty, indemnity, service levels, or support; (c) Trimble's liability for Free Versions and Trials and Betas will not exceed US$50, and (d) either party may terminate access to a Free Version or Trial and Beta, for any reason or no reason, immediately upon written notice to the other party.**

2.5 Educational Versions. For any version of the Offerings designated as "educational," or a similar term, Customer may use the Offerings solely for educational purposes - e.g., by an instructor or a student at an educational institution and while engaged in educational work. Such educational versions may not be used (a) by any other person; (b) by any educational institution for any non-educational purposes; or (c) for any for-profit purpose, including professional work or training offered for a fee, or by commercial entities.

2.6 Delivery. Offerings and License Keys, if any, will be delivered by electronic means unless otherwise specified on the applicable Order. Delivery is deemed to occur on the date on which the Offering and License Key, if any, are first made available to Customer.

2.7 Software Activation and Metering; Audits.

(a) Offerings may gather and transmit to Trimble license usage, compliance, and activation data. Customer will not disable, modify, or interfere with the operation of any such functionality of the Offerings. Trimble may use the foregoing information to validate the authenticity of Authorized Users, to confirm Customer's compliance with the Agreement, to register the Offerings, to monitor and validate compliance with Usage Limitations, for license metering, and to protect Trimble against unlicensed or illegal use of the Offerings.

(b) Upon Trimble's written request, Customer shall certify in writing that its use of the Offerings is in full compliance with the Agreement (including any Usage Limitations). In addition to the other license compliance monitoring rights in the Agreement, Trimble, or its authorized representative, may, upon prior reasonable notice of at least ten (10) days, inspect and audit Customer's records and use of the Offerings to confirm Customer's compliance with the Agreement. All such inspections and audits will be conducted during regular business hours and in a manner that does not unreasonably interfere with Customer's business activities. Customer is responsible for such audit costs only in the event the audit reveals that the use is not in accordance with the Usage Limitations or other licensed scope of use and for unpaid fees. Customer shall promptly pay all unpaid fees.

3. Data Usage and Ownership.

3.1 Ownership. Except for Trimble's limited rights set forth in the Agreement, as between the parties, Customer retains all Intellectual Property Rights in Customer Data. Trimble owns all Intellectual Property Rights in Anonymized Data and Usage Data.

3.2. Limited Usage Rights. Customer hereby grants to Trimble and its Affiliates the non-exclusive, worldwide, irrevocable, royalty-free right: (i) to use Customer Data during the Term to provide the Offerings, Support, and Services to Customer; (ii) to create Anonymized Data; (iii) to use and disclose Customer Data as otherwise permitted pursuant to the Agreement or any written consent or instructions of Customer; and, (iv) subject to Trimble's confidentiality obligations in Section 9 (Confidentiality) of the General Terms and all applicable Data Protection Legislation, to use Customer Data in perpetuity to develop, maintain, and improve the products, software, and services of Trimble or its Affiliates, including, without limitation, analytics, model training, and machine learning.

3.3 Access. Customer will not have access to Customer Data after termination or expiration of the Term, unless otherwise indicated in the Order, Supplemental Terms, or the Documentation, or the parties agree otherwise in writing.

3.4 Confidentiality. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 3 (Data Usage and Ownership), the terms of this Section 3 (Data Usage and Ownership) will control.

4. Customer Obligations.

4.1 Dependencies and Compatibilities. If Customer enables Dependencies or Compatibilities with an Offering, Trimble may access and exchange

Customer Data with the Dependencies or Compatibilities on Customer's behalf. Trimble will have no liability or obligations under the Agreement with respect to how any Dependencies or Compatibilities uses or processes Customer Data. If Trimble hosts any Dependency or Compatibilities at Customer's request, Customer represents and warrants to Trimble that Customer has all rights necessary. Trimble may charge additional fees for such hosting services.

4.2 No Prohibited Data. Customer will not use the Offerings with Prohibited Data. Customer acknowledges that the Offerings are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Trimble is not a Business Associate as defined under HIPAA.

4.3 Customer Data. Customer is responsible for its Customer Data, including its content, accuracy, and compliance with Laws. Customer represents and warrants that it has made all disclosures and has all rights, consents, and permissions necessary to use its Customer Data with the Offerings and grant Trimble the rights in Section 3 (Data Use and Ownership), all without violating or infringing Laws, third-party rights (including intellectual property, publicity, or privacy rights), or any terms or privacy policies that apply to its Customer Data. If Customer utilizes data fields available in the Offerings to store data not required for the normal use and operation of the Offerings for their intended purpose, Customer agrees that Trimble is not responsible for, and will not be liable in any manner for such data, and Customer assumes all risks associated with, and agrees to hold Trimble harmless from and against any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) related to or arising from, Customer's use of data fields to store such data.

4.4 Excluded Claims. In addition to the Excluded Claims stated Section 7 (Limitation of Liability) in the General Terms, the following shall also be Excluded Claims for purposes of the Agreement: Section 10 (Indemnification) of these Software Terms and any breaches of Sections 2.3 (Restrictions) or Section 4 (Customer Obligations) of these Software Terms.

4.5 License Compliance. Customer shall promptly notify Trimble if Customer become aware of (i) any breach of confidentiality obligations regarding the Offerings, or (ii) any infringement (whether actual or alleged) of Trimble's intellectual property rights in the Offerings, or (iii) any unauthorized use of the Offerings by any person, and provide reasonable assistance to Trimble in connection with any suit or proceeding relating to such events.

4.6. Usage Limitations. Customer will comply with all Usage Limitations. If Customer exceeds the Usage Limitations during the Term, Trimble may invoice Customer for the use that exceeded the applicable Usage Limitations at Trimble's then-current list price, and Customer shall pay in accordance with the Agreement. The parties may also agree on a Usage Limitation adjustment, in which case Customer must sign a new Order and pay the applicable fees.

4.7 Fee Criteria. If the Order states Software is made available based on GAR, Project Budget, Total Project Value, population, specific-department usage, Affiliate-limitations, or similar criteria (any such criteria, the "**Fee Criteria**"), the fees for that Software are calculated based on that Fee Criteria as of the date of Order issuance by Trimble. Unless otherwise provided the Order, if the Fee Criteria increases by more than 10% during the Subscription Term, (i) Customer shall promptly notify Trimble in writing, (ii) Trimble has the right to adjust such fees based on changes in the Fee Criteria and its then-current list price for that Software (including on a prorated basis for the current term), and (iii) Customer shall pay any applicable additional fees upon receipt of the invoice in accordance with the Agreement. At the request of Trimble, Customer will promptly provide documentation satisfactory to Trimble evidencing Customer's then-applicable Fee Criteria.

5. Suspension of Access. Trimble may suspend Customer's access to an Offering, without liability, and in whole or in part, if (a) Customer breaches any Usage Limitations, Sections 2.2 (Authorized Users), 2.3 (Restrictions), 4 (Customer Obligations) or 6.2 (Offering Content); (b) Customer's account is five (5) business days or more overdue; or (c) immediately if Customer or any of its Authorized Users' acts or omissions threaten the integrity, availability, or security of the Offerings or Trimble's systems, products, or infrastructure (provided Trimble will use commercially reasonable efforts to provide Customer with advance notice of such suspension where Trimble determines exigent circumstances do not exist). Trimble will lift such suspension once the related issue or failure is cured to Trimble's reasonable satisfaction. Fees will continue to apply during the suspension period. Customer may be prohibited from entering new Customer Data or processing or accessing existing Customer Data and data reports during the suspension period. If Customer attempts to access or manipulate Customer Data utilizing third-party software during suspension, Trimble disclaims and Customer holds Trimble harmless from any responsibility or liability relating to lost or altered Customer Data or related damages.

6. Certain Features. The following provisions apply to the extent applicable to the Offerings.

6.1 Third-Party Materials. The Offerings may provide Customer with access to Third-Party Materials. Third-Party Materials are not part of the Offerings. To the extent specified by Trimble (including in any Supplemental Terms or Documentation), use of the Third-Party Materials may be subject to additional terms or restrictions ("**Third-Party Terms**"). Customer is solely responsible for its compliance with any Third-Party Terms, and failure to comply with such terms may result in termination of Customer's right to access any features of the Offerings that utilize such Third-Party Materials. If no Third-Party Terms are specified, Customer may use Third-Party Materials solely in support of Customer's authorized use of the Offerings in accordance with the Agreement.

6.2 Offering Content. "**Offering Content**" shall be any Trimble IP or Third-Party Materials made available as data or information through the Offering, whether included as part of the Offering or as a separate subscription. Any Offering Content that is Trimble IP will be deemed part of the Offering. Any Offering Content that is Third-Party Materials shall be subject to any applicable Third-Party Terms. If no Third-Party Terms apply, then unless otherwise authorized by Trimble in writing or the applicable Documentation, such Third-Party Materials, and any derivative thereof, may only be used or accessed by an Authorized User. Third-Party Materials will be used solely for Customer's internal purposes during the Term and must be accessed pursuant to a manual Authorized User request. Customer will not: (i) access, extract, or download any Third-Party Materials, or portions thereof, in batch or en masse by any means; (ii) use any device, software, or routine to bypass any hardware or software that prohibits volume requests for information; (iii) sell, offer to sell, rent, sublicense, or transfer any copies of theThird-Party Materials, or portions thereof, to a third party or allow a third party to use the Third-Party Materials; (iv) use the Third-Party Materials to develop services or products for sale or include any portion of the Third-Party Materials in any product or service; (v) use any portion of the Third-Party Materials to create a competitive service, product, or technology; (vi) recreate the Third-Party Materials or create otherwise a separate database or other repository of Third-Party Materials; (vii) use Third-Party Materials to train, augment, or correct another database or information repository; (viii) unless other specified in the Documentation, permit any individual other than an Authorized User to access or use the Offering Content and any derivative thereof, or (ix)

make any portion of the Third-Party Materials available to the public in any manner. Upon notice from Trimble and/or any termination or expiration of the Term, Customer will immediately cease using and delete/destroy all electronic and physical copies of Third-Party Materials.

6.3 Open Source. The Offerings may incorporate third-party open source software ("**Open Source**"), as listed in the Documentation or otherwise made available by Trimble. To the extent the terms of the Open Source license prohibit the terms of the Agreement from applying to the Open Source, the terms of the Open Source license will apply to the Open Source on a stand-alone basis instead of the Agreement.

6.4 Third-Party Application Stores.

(a) Purchase from Application Store. If Customer obtains the Offering (or portions thereof) through a third-party application store, marketplace, or other site or service (each, an "**Application Store**"), such Application Store is considered a reseller. All fees are non-refundable once paid. Customer's download of the Offering may be subject to other terms as specified by the operator of the Application Store from which Customer downloaded the Offering.

(b) Apple-Specific Terms. If Customer downloaded the Offering from Apple Inc.'s ("**Apple**") Application Store, the following terms are part of the Agreement. The Agreement is between Customer and Trimble, and not with Apple. However, as required by Apple, Apple and its subsidiaries will be third-party beneficiaries of the Agreement and will have the right (and will be deemed to have accepted the right) to enforce the Agreement against Customer as a third-party beneficiary. To the maximum extent permitted by Law, Apple will have no warranty obligation with respect to the Offering, and, as between Apple and Trimble, any other claims, losses, liabilities, damages, costs, or expenses attributable to a failure to conform to a warranty will be Trimble's responsibility. Apple has no obligation whatsoever to furnish any maintenance or support services with respect to the Offering. As between Trimble and Apple, Trimble is solely responsible for the Offering and for addressing any claims Customer or any third parties have about the Offering or Customer's possession or use of the Offering, including without limitation (i) product liability claims; (ii) any claim that the Offering fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. In the event of any third-party claim that the Offering or Customer's possession or use of the Offering infringes that third party's intellectual property rights, Apple will not be responsible for the investigation, defense, settlement, or discharge of such claim.

6.5 Security for SaaS or Hosting Services for Licensed Software. This Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) applies to Offerings that are SaaS or hosting services for Licensed Software. During the Term, Trimble or its third party hosting provider(s) will use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to protect (a) the security, confidentiality, and integrity of Customer Data; (b) against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) against unauthorized access to or use of Customer Data; and (d) against unlawful processing, accidental destruction, or loss of Customer Data. In the event Trimble is not in breach of the foregoing obligations and an unauthorized third party nonetheless gains access to the Customer Data, such disclosure of Customer Data in such circumstances shall not be a breach of Section 9 (Confidentiality) of the General Terms. In the event of any conflict between the terms of Section 9 (Confidentiality) of the General Terms and this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software), the terms of this Section 6.5 (Security for SaaS or Hosting Services for Licensed Software) will control.

6.6 Third-Party Access.

(a) Generally. Customer authorizes Trimble to grant access to its instances of the Offerings and share Customer Data with any third-party Authorized Users or as otherwise instructed by Customer. Customer is solely responsible for such third-parties' compliance with the Agreement and for any and all acts or omissions of any such third parties. Such third parties are considered Representatives, as that term is defined and used in Section 9 (Confidentiality) of the General Transaction Terms. Such third parties are not intended third-party beneficiaries under the Agreement. Trimble shall have no liability for any act or omission of any such third party, including by way of access or use of the Offerings or Customer Data. Such third-party access or use of the Offerings must be solely and exclusively for the benefit of Customer (or its Affiliates, if applicable), and any other purpose is prohibited. For clarity, as between Customer and any such third parties, any data or other information uploaded by such third party to the Offerings on Customer's behalf will be deemed Customer Data of Customer.

(b) Customer as a Third-Party. In the event that Customer is invited to access an Offering as a third party, any data or other information uploaded by Customer on behalf of such third party shall be deemed "Customer Data" of such third party.

7. Support. If Customer is eligible for Support and pays any applicable fees, Trimble will make such Support available in accordance with the Support Terms or as Trimble may otherwise expressly provide in writing. Unless otherwise set forth in writing by Trimble, Support is not available for Free Versions or Trials and Betas.

8. Term and Termination.

8.1 Perpetual License. If Customer purchases a perpetual license to Licensed Software, Customer's license to the Licensed Software will continue in perpetuity subject to the terms and conditions of the Agreement. Support for Licensed Software is purchased separately unless otherwise indicated by Trimble in writing or on an Order.

8.2 Subscriptions.

(a) Subscription Term. If Customer purchases access to a SaaS or a license to Licensed Software for a limited period of time, the duration of the initial term and any renewals are as set forth in the Order (collectively, the "**Subscription Term(s)**"). Notwithstanding anything to the contrary in the Order, the start date for each Subscription Term for each Offering will begin on the Provision Date for that Offering. For clarity, each Offering may have a different Provision Date.

(b) Additional Subscriptions. If Customer previously purchased one or more Subscriptions for a particular Offering ("**Existing Subscription**(s)") and subsequently purchases one or more additional Subscriptions (for any Offering) while the Existing Subscription(s) is in effect (the "**Additional Subscription**(s)"), the duration of the Subscription Term for the Additional Subscription will be as set forth in the Order. Unless otherwise set forth by Trimble in writing, all Customer's Subscriptions shall have the same end date and Trimble may invoice all fees for all such Subscriptions on a single invoice.

8.3 Effect of Termination. Upon expiration or termination of the Agreement or the Order, Customer's right to use the Offerings will cease and Customer will immediately cease any and all use of and access to the Offerings and will delete (or, upon request, return) all copies of any Offerings. At the disclosing party's request upon expiration or termination of the Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 3 (Date Usage and Ownership)). Customer Data and other

Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to the Agreement's confidentiality restrictions.

8.4 Survival. In reference to Section 4.3 of the General Terms (Survival), the following Sections of these Software Terms survive any expiration or termination of the Agreement: 1 (Definitions), 2.3 (Restrictions), 3.1 (Data Usage and Ownership), 4 (Customer Obligations), 8.3 (Effect of Termination), 8.4 (Survival), 9.3 (Additional Disclaimers), and 10 (Indemnification). Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

9. Warranties and Additional Disclaimers.

9.1 Limited Warranty. Subject to the Agreement and any mandatory Laws to the contrary, Trimble warrants to Customer that during the Warranty Period, the Offerings will perform materially as described in the Documentation. The "**Warranty Period**" is (a) 90 days for Licensed Software licensed on a perpetual basis, and (b) for the duration of the applicable Subscription Term, for any Subscriptions. Notwithstanding the foregoing, Trimble makes no warranties with respect to Correction Services, which are provided as-is and as-available.

9.2 Warranty Remedy.

(a) If the Offering fails to conform to Section 9.1 (Limited Warranty) during the Warranty Period, Customer may make a reasonably detailed warranty claim within 30 days of discovering the issue. For any such claims reported by Customer within such period that Trimble determines are valid, Trimble will correct such non-conformity by issuing corrected instructions, a restriction, or a bypass, or by replacing the Offerings, at Trimble's option. Subject to any mandatory Laws to the contrary, these procedures are Customer's exclusive remedy, and Trimble's entire liability, for the failure of the Offerings to conform to the warranty in Section 9.1 (Limited Warranty).

(b) The foregoing limited warranty only applies if and to the extent that (i) any Offering associated with the warranty is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (ii) any Offerings associated with the warranty is not modified or misused. The foregoing limited warranty does not apply to (1) issues caused by unauthorized use or modifications; (2) unsupported or unauthorized versions of any Offerings; (3) operating the Offerings under any specification other than, or in addition to, the Documentation; (4) issues in or resulting from Dependencies, Compatibilities, or third-party systems, products, or services; or (5) Free Versions, Trials and Betas or other similar versions.

9.3 Additional Disclaimers. Trimble makes the following disclaimers in addition to Section 6 (Warranty Disclaimer) in the General Terms.

(a) General. **TRIMBLE MAKES NO EXPRESS WARRANTY THAT CUSTOMER'S USE OF THE OFFERINGS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF VIRUSES OR OTHER MALWARE OR PROGRAM LIMITATIONS; THAT TRIMBLE WILL REVIEW CUSTOMER DATA FOR ACCURACY; OR THAT TRIMBLE WILL MAINTAIN CUSTOMER DATA OR OTHER DATA WITHOUT LOSS. TRIMBLE IS NOT LIABLE FOR DELAYS, FAILURES, OR PROBLEMS INHERENT IN USE OF THE INTERNET, SATELLITES, ELECTRONIC COMMUNICATIONS, OR OTHER SYSTEMS OUTSIDE TRIMBLE'S CONTROL. TRIMBLE WILL NOT BE LIABLE IN ANY MANNER FOR THE OUTPUT OBTAINED THROUGH USE OF THE OFFERINGS OR CUSTOMER'S RELIANCE ON SUCH OUTPUT. CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF CUSTOMER'S USE OF THE OFFERINGS. THIS RESPONSIBILITY INCLUDES THE DETERMINATION OF APPROPRIATE USES FOR THE OFFERINGS AND THE SELECTION OF THE OFFERINGS TO ACHIEVE INTENDED RESULTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY TRIMBLE THROUGH THE OFFERINGS OR DOCUMENTATION ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS. CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY OUTPUT OF THE OFFERINGS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT ANY STATUTORILY REQUIRED WARRANTIES WILL BE LIMITED TO THE SHORTEST LEGALLY PERMITTED PERIOD.**

(b) Correction Services Disclaimers. Customer acknowledges that the Correction Services and related network access are subject to transmission limitations caused by a variety of factors such as atmospheric conditions, topographical obstructions, limitations or lack of coverage of the underlying carrier service and other natural or manmade conditions. Additionally, motor and ignition noise, metal shielding, and interference by users of the same or adjacent radio channels may limit or interfere with Correction Services. Trimble is not responsible for the operation or failure of operation of GNSS satellites or the availability of GNSS satellite signals.

(c) Third-Party Materials. Third-Party Materials are provided "AS IS" and Customer assumes all risk and liability regarding any use of (or results obtained through) Third-Party Materials. Trimble and its suppliers make no warranty or guarantee with respect to any Third-Party Materials, including regarding their accuracy or continued availability or compatibility.

(d) Dependencies and Compatibilities. Trimble makes no warranty or guarantee with respect to any Dependencies, Compatibilities, or other factors outside of Trimble's control, including their continued availability or compatibility.

(e) Prohibited Data. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with Prohibited Data.

10. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with (a) any Customer Data, Dependencies, or Compatibilities, or (b) Customer's breach of Sections 2.3 (Restrictions), 4 (Customer Obligations), 6.1 (Third-Party Materials), 6.2 (Offering Content), or 6.4 (Third-Party Application Stores) (each, a "**Claim**"). Trimble will give Customer prompt written notice of any Claim and will cooperate in relation to the Claim at Customer's expense. Customer will have the exclusive right to control and settle any Claim, except that Customer may not settle a Claim without Trimble's prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability, pay any amounts or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any Claim at its expense.

11. Government End-Users. Elements of the Offerings are commercial computer software. If the user or licensee of the Offerings is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Offerings or any related documentation of any kind, including technical data and manuals, is restricted by the terms of the Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Offerings were developed fully at private expense. All other use is prohibited.

12. **Region-Specific Terms - France.** Solely for purposes of Customers who's billing address is in France, the following shall apply: Prohibited Data included any patient, medical or other protected health information regulated by the French Public Health Code and the GDPR; and Customer's grant of rights in Section 3.1 (Generally) shall be for so long as the Customer Data is protected by intellectual property law.

Addendum #4

Supplemental Terms for Support and Maintenance

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. Scope. Provided that Customer has paid the applicable fees, Trimble shall provide the Support described in these Support Terms during the Maintenance Term (as defined below). The "**Maintenance Term**" shall be: (a) for Support for SaaS or Licensed Software licensed for a limited term, the applicable Subscription Term, and (b) for Support for Licensed Software licensed on a perpetual basis, the term specified in the Order, or if not specified, for a period of one (1) year.

2. Support.

2.1 During the applicable Maintenance Term, Trimble shall use reasonable efforts to correct or provide a workaround for any reproducible programming error in the Software attributable to Trimble with a level of effort commensurate with the severity of the error, as reasonably determined by Trimble. Upon identification of any programming error, Customer shall promptly notify Trimble of such error and shall provide Trimble with enough information to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2.2 For certain Software, Trimble may provide additional or different support services or procedures as set forth in the applicable Documentation, support handbook, or other written documentation provided by Trimble, if any (collectively, the "**Additional Support Documentation**"). If there is any conflict between these Support Terms and such Additional Support Documentation with respect to the description of support services, requirements or procedures, the provisions of such Additional Support Documentation will prevail. Customer agrees and acknowledges that Trimble may use third parties to provide Support on its behalf. Customer expressly consents to Trimble permitting such third parties to access Customer's information and data to perform the Support for Customer.

3. Licensed Software Updates and Upgrades. During the applicable Maintenance Term, Customer shall be entitled to receive all upgrades and updates to the Software that are publicly released by Trimble. The contents and timing of all upgrades and updates will be decided by Trimble in its sole discretion. Any such updates and upgrades will be deemed to be "Software" and licensed under the terms and conditions of the Agreement, including any applicable software end user terms or license agreement. Updates and upgrades exclude (a) new versions of the Software (e.g., a change to the left of the decimal in the version number [e.g., 1.x to 2.x] or otherwise designated by Trimble), and (b) any separate modules and other functionality for which Trimble charges a separate fee.

4. Limitations and Exceptions. The following matters are not covered (and Trimble will not have any obligations with respect to such matters) pursuant to these Support Terms:

4.1. Any Software for which applicable fees have not been paid;

4.2. Any problem resulting from the misuse, improper use, alteration, or damage of the Software;

4.2. Any problem resulting from improper or inadequate installation, maintenance, or storage of the Software;

4.3. Any problem caused by modifications of the Software not made or authorized by Trimble;

4.4. Any problem resulting from any hardware or software in either case not developed or supported by by Trimble, including, without limitation: any computers, tablets, disk drives, operating systems, network hardware or software, database, or any other hardware or third-party software;

4.5. Any problem resulting from the combination of the Software with other programming or equipment to the extent that such combination has not been approved by Trimble; and

4.6. Errors in any version of the Software other than the most recent release, provided that Trimble will continue to provide Support for superseded releases for a reasonable period (not to exceed ninety (90) days).

Support excludes on-site visits, installation and training, file conversion, optional products and services, directories, consulting services, shipping charges, or any recommended hardware.

5. Termination or Expiration. Support will automatically terminate with respect to any Software that is no longer licensed for use as a result of expiration or termination of the Agreement, or replacement of the applicable Software with new releases.

Additional Support Documentation

Version 1.1

1. Generally.
   1.1. Trimble shall use the applicable level of effort to correct or provide a workaround for any reproducible error in the Offering attributable to Trimble commensurate with the severity of the error, as reasonably determined by Trimble in accordance with Section 3 (Severity Priority Levels) below.
   1.2. For certain Offerings as set forth in Section 2 below, Trimble may provide a customer support portal (the "**Support Portal**"), which may allow Customer to submit support requests, report issues, view case histories, search the general knowledge database, and other features, as applicable. In the event of any conflicts between the terms set forth herein and any set forth in the applicable Supportal Portal, the terms herein shall govern.
   1.3. For certain Offerings as set forth in Section 2 below, Trimble will provide support to Customer only by communication with the contacts designated by Customer in the Support Portal or otherwise as instructed by Trimble (each, a "**Authorized Support Contact**"). Customer may update Authorized Support Contact(s) from time to time as instructed by Trimble. Trimble may require the Authorized Support Contact(s) to have the relevant technical knowledge regarding the Offerings necessary to assist Trimble as needed.
   1.4. Upon identification of any error that cannot be resolved by Customer as first line of support (e.g., via the Support Portal, its internal staff, etc.), then Customer (through its Authorized Support Contact(s)) shall promptly notify Trimble of such error and shall provide Trimble with enough information, assistance, and cooperation to reproduce the error, including a listing of output and any other data that Trimble may reasonably request in order to reproduce the error and operating conditions under which the error occurred or was discovered. Trimble shall not be responsible for correcting any errors not attributable to Trimble.

2. Support Portals. Support portals with information about reporting and general availability are described below.

Offering	Support Portal*	Authorized Support Contacts Only?**
Trimble Unity	https://assetlifecycle.trimble.com/en/learn/support	Yes

** Additional phone numbers and hours of availability for contacting Trimble with support requests may be listed in the Support Portal.*

*** For any Products that do not require an Authorized Support Contact, any Authorized User of Customer may contact support.*

3. Severity Priority Levels. As soon as reasonably practicable after Customer submits the relevant case information, Trimble will collect additional information and categorize the issue into one of four classifications as set forth below in good faith. Upon Customer submission of the case information, Trimble will use commercially reasonable efforts to issue a Response (as defined below) by the indicated target response goal set forth below. Once the priority level is determined, Trimble will use the level of effort for resolution described below.

Priority Level*	Priority Criteria	Target Response Goal**	Level of Effort for Resolution
P1	most urgent and impactful	½ hour	Trimble and Customer will prioritize any reasonably available resources to resolve the situation or identify a work around.
P2	urgent and impactful, but usually has an acceptable temporary workaround	½ hour	Trimble and Customer will prioritize any reasonably available resources during standard business hours to resolve the situation or identify a work around.
P3	important, but not urgent and impactful	4 hrs	Trimble and Customer will use generally available resources during standard business hours to resolve the situation or identify a work around.

P4	a low priority, informational, or an enhancement request	24 hrs	Trimble and Customer are willing to use generally available resources during standard business hours to provide information or assistance.

** See Priority Matrix and definitions below. The main factors in determining priority level are urgency and impact. Trimble will also consider in good faith any additional relevant facts and circumstances in consultation with Customer that may result in a mutually agreed upon change in priority level.*

*** The use of the term "hour(s)" refers to business hours based on Trimble's regular business schedule, and excludes nights, weekends and locally-observed holidays (e.g., 24 hrs equals 3 business days at 8 hrs a day). "Response" means acknowledgment of the issue via the creation of a case number. Determination of priority level will occur as soon as practicable thereafter.*

Priority matrix					
		Impact			
		Widespread	**Large**	**Localized**	**Individualized**
Urgency	**Critical**	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Definitions		
Impact	Impact is a measure of the number of users, sites, or devices affected.	**Widespread**. More than three quarters of users or devices are affected.
		Large. (1) Multiple sites are affected or (2) between one-half and three-quarters of users or devices are affected.
		Localized. (1) A single site is affected or (2) less than one half of users or devices are affected.
		Individualized. A single or a small number of users or devices are affected.
Urgency	Urgency is a measure of the severity of the issue on the Customer's operations.	**Critical**. Use of Offering as a whole or core functionality is stopped with no work around and with severe immediate impact to the Customer's operations (e.g., outage).
		High. Use of Offering as a whole or core functionality is severely degraded or a work around is available, and with immediate impact to the Customer's operations.
		Medium. Use of Offering or any functionality is not working as expected, and can be addressed through education, training, work around, work order, or a future enhancement.

Definitions		
		Low. All other requests that are not the above.

4. Additional Limitations and Conditions.

(a) Unless otherwise expressly provided by Trimble in writing, Trimble does not support: (i) use of the Offering in a manner other than as authorized in the Agreement; (ii) conversions of Customer's databases to accommodate new hardware or software, (iii) Customer Data debugging or manipulation, (iv) recurring support issues where Customer failed to initiate corrective actions previously recommended by Trimble or to provide information requested by Trimble, (v) implementation, report creation, onsite support, customizations (e.g., scripting or integration), or assistance with server migrations are not included as part of Support, but such services but may be purchased separately, (vi) any Offering where Customer has failed to meet its obligations with respect to the Agreement, including, without limitation, as set forth below.

(b) Customer must (i) require its personnel to obtain adequate training to operate the Offering, (ii) if required by Trimble for the particular Offering, designate Authorized Support Contacts who will submit all support cases to Trimble, (iii) provide internet and/or network access for Trimble when requesting support; and (iv) provide all information and assistance reasonably requested by Trimble related to the support request.

(c) For Licensed Software not hosted by Trimble, Customer is responsible for (i) securing the server environment, local network, and system security and protocols, including having staff qualified to assume responsibility for management administration and support for Customer's hardware, database, and any Third-Party Materials, Dependencies, or Compatibilities, (ii) maintaining regular and frequent data backups, and recovering such data if necessary from backups maintained by Customer, (iii) establishing a secure method of access to Customer's network as well as maintaining security protocols for Customer's network; and (iv) incorporating Releases and any associated data migration.

(d) If any Customer support request is subject to any of the foregoing, then Trimble reserves the right to impose support fees at its then standard commercial time and materials rates for all such services, including pre-approved travel and per diem expenses to be reimbursed consistent with Customer's policies. Trimble will notify Customer in advance of incurring any such fees.

Addendum #5

Supplemental Terms for Services

(Training, e-learning content, implementation, configuration, and other services)

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Generally**. Trimble or its authorized service providers will use commercially reasonable efforts to provide Services to Customer as described in an Order or SOW. Any changes in scope must be made in writing and approved by authorized representatives of Customer and Trimble.
2. **Training and E-Learning.** For any Services consisting of delivery of training or e-learning (e.g., videos, manuals, etc.), any content made available by Trimble shall not be deemed a Deliverable (as defined below), notwithstanding anything in an Order or SOW to the contrary, and no Intellectual Property Rights therein are assigned or transferred to the Customer. Unless an Order or Documentation states otherwise, prepaid training and e-learning content will expire if not completed within six months from the effective date of the Order or SOW. Trimble reserves the right to reschedule training if it determines in good faith that attendance is not sufficient or the originally scheduled time or location are no longer feasible. If the Order states a date that Services must be completed by, such date is presented for illustrative purposes. The actual completion date for such Services will be provided on the invoice.
3. **Customer Materials**. Customer shall provide Trimble with reasonable access to Customer's technical data, computer programs, files, documentation, and/or other materials (collectively, "**Customer Materials**") and to Customer's resources, personnel, equipment, and facilities to the extent necessary for the performance of Services. Client will be responsible for, and assumes the risk of any problems resulting from the content, accuracy, completeness, competence, or consistency of Customer Materials or its personnel. To the extent that Customer does not timely provide the foregoing access required for Trimble to perform the Services, Trimble shall be excused from performance until such items or access are provided. Customer hereby grants Trimble a limited and revocable right to use the Customer Materials for the purpose of performing the Services. Customer owns and will retain ownership (including all intellectual property rights) in the Customer Materials.
4. **Customer Premises**. Customer shall provide Trimble with safe access to Customer's premises as reasonably required for Trimble to perform the Services, if onsite performance of Services is needed and agreed to by Customer. Trimble personnel shall comply with the reasonable written rules and regulations of Customer related to use of its premises, provided that such written rules and regulations are provided to Trimble prior to commencement of the Services.
5. **Customer Dependencies**. Customer is responsible for taking all actions identified or described in the Agreement which are a condition for Trimble to provide Services. Should Customer's failure to take such actions result in a delay of Trimble against a delivery schedule, or result in additional provable costs incurred by Trimble, Trimble shall not be considered to be delayed in its obligations, and Trimble shall be entitled to payment of such additional costs.
6. **Deliverables**. "**Deliverable(s)**" shall mean any Trimble deliverables as expressly set forth on a SOW or Order. Trimble hereby grants Customer a worldwide, royalty-free, non-exclusive license to use the Deliverables for its internal business purposes in connection with the Offerings associated with such Deliverables and only for the period of time that Customer has ownership or authorized use of such Offerings. Unless expressly stated otherwise in the applicable Order or SOW, Trimble owns and will retain ownership (including all intellectual property rights) in and to the Deliverables (excluding any Customer Materials) and any modifications, improvements, and derivative works thereof (including to the extent incorporating any Feedback). If the parties have agreed that Trimble will assign ownership of Deliverables to Customer, the relevant SOW must set forth the terms and conditions regarding such assignment.
7. **Limited Warranty**. Trimble will perform Services in a professional and workmanlike manner. If notified of a non-conformity within ten (10) days of delivery of the applicable Services, and if Customer provides a sufficiently detailed justification to Trimble to allow Trimble to identify the non-conforming Services, Trimble will, as its sole liability and obligation for failure to provide Services meeting this warranty, either (a) re-perform the non-conforming Services at no additional cost to Customer, or (b) issue a credit for any Services which Trimble identifies as non-conforming.
8. **Travel Expenses**. Trimble will invoice Customer for reasonable and pre-approved out-of-pocket travel expenses incurred in connection with performing Services. Expenses may be invoiced separately from fees and may include, but are not limited to, airfare and other transportation, lodging, and incidentals. Expenses may also include meals reimbursable per a flat per diem rate, available upon request.

9. **Other Offerings.** These Services Terms only apply to Services, and not to any other Offerings, even if such other Offerings are referenced in an Order or SOW. For clarity, all such other Offerings shall not be considered a Deliverable hereunder, and the provision thereof shall be governed by one or more separate agreements between Trimble and Customer.
10. **Non-Solicitation.** During the Term and for a period of 12 months thereafter, Customer, shall not, directly or indirectly, solicit, hire, engage, or attempt to do any of the foregoing, any person who was an employee or independent contractor of Trimble who provided Services to Customer, without Trimble's express prior written consent.

Addendum #6

Supplemental Terms for Hardware

Version 1.0 (Last Updated: April 3, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms.

1. **Delivery**. Delivery times for Hardware are established when an Order is received and accepted by Trimble. Trimble will use commercially reasonable efforts to meet Customer's requested delivery dates, unless Customer is in default under the Agreement or Trimble's performance is otherwise excused (e.g., force majeure, etc.). Late delivery is not a basis for Customer's cancellation of any Order.

   Title and risk of loss or damage to the Hardware will pass to Customer upon delivery to Trimble's shipping carrier.. Trimble will deliver any shipment FCA (Incoterms 2020) from its warehouse. Customer will pay or reimburse Trimble for all costs of carriage, freight, insurance (if applicable), taxes, duty and other related shipping charges. Trimble may fulfill its delivery obligations for Hardware through an Affiliate and/or authorized reseller. Trimble reserves the right to make partial deliveries.

2. **Acceptance, Inspection, Notice of Nonconformance.** All Hardware will be deemed accepted by Customer upon delivery to Trimble's shipping carrier, subject to Customer's right to inspect and reject damaged Hardware or Hardware that do not conform to the Order within 10 days of delivery. It is Customer's responsibility to give Trimble prompt written notice of identified damage or non-conformance to the Order. If Customer retains the Hardware without giving notice within the designated period, it will be deemed to waive its right of rejection. The foregoing will not, however, prejudice Customer's warranty remedies as described in the applicable Hardware Terms.

3. **Limited Warranty.** Unless the Hardware comes with a limited warranty that provides otherwise, Trimble warrants to Customer, and only to Customer, that the Hardware is designed and manufactured to conform in all material respects to Trimble's specifications and all parts are and will be free from defects in material and workmanship for a period of twelve (12) months from date of shipment. During the warranty period, Trimble's obligations in Section 7 (Sole Remedy; Warranty Procedure) are Customer's only and exclusive remedy for Hardware that Trimble reasonably determines does not meet the limited warranty, and is made subject to these Hardware Terms.

4. **Firmware.** Trimble hereby grants Customer a personal, non-exclusive, revocable, non-assignable right to access and use firmware solely as necessary to use the Hardware in accordance with the Documentation. During the limited warranty period, Customer will be entitled to receive such Fixes (as defined below) to the firmware that Trimble releases and makes commercially available and for which it does not charge separately, subject to the procedures for delivery to purchasers of Trimble products generally. Minor Updates (as defined below), Major Upgrades (as defined below), new products, or substantially new software releases, as identified by Trimble, are expressly excluded from this fix process and limited warranty. Receipt of software fixes will not serve to extend the limited warranty period. **"Fix(es)"** means an error correction or other update created to fix a previous software version that does not substantially conform to its Trimble specifications; **"Minor Update"** occurs when enhancements are made to current features in software; and **"Major Upgrade"** occurs when significant new features are added to software, or when a new product containing new features replaces the further development of a current product line. Trimble reserves the right to determine, in its sole discretion, what constitutes a Fix, Minor Update, Major Upgrade, new products, or substantially new software releases.

5. **Non-Trimble Manufactured Products.** Trimble will extend to Customer the manufacturer's warranty, if any, for all equipment and/or software products manufactured by another manufacturer and furnished by Trimble to Customer under such other manufacturer's brands. Customer acknowledges and agrees that Trimble shall not be responsible for separately warranting or supporting the equipment or software products of such other manufacturers.

6. **Warranty Exclusions.** The foregoing Hardware limited warranty will only apply in the event and to the extent that (a) the Hardware is properly and correctly installed, configured, interfaced, maintained, stored, and operated in accordance with the Documentation, and (b) the Hardware is not modified or misused. This limited warranty does not apply to, and Trimble shall not be responsible for defects or performance problems resulting from (i) the combination or use of the Hardware with hardware or software products, information, data, systems, interfaces or devices not made, supplied or specified by Trimble; (ii) the operation of the Hardware under any specification other than, or in addition to, the Documentation; (iii) the unauthorized installation, modification, repair or use of the Hardware; (iv) damage caused by accident, lightning or other electrical discharge, fresh or salt water immersion or spray (outside Hardware specifications), or exposure to environmental conditions for which the Hardware is not intended; (v) normal wear and tear on consumable parts (e.g., batteries) or (vi)

cosmetic damage. Trimble does not warrant or guarantee the results obtained through the use of the Hardware. **TRIMBLE MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO SERVICES, WHICH IF PROVIDED HEREUNDER ARE PROVIDED "AS-IS."**

7. **Sole Remedy; Warranty Procedure**. If the Hardware fails during the warranty period for reasons covered by this limited warranty and Customer notifies Trimble of such failure during the warranty period, Trimble will at its option repair or replace the nonconforming Hardware with new, equivalent to new, or reconditioned parts or Hardware or, if either of the foregoing is commercially impractical in Trimble's determination, refund the Hardware purchase price paid by Customer (excluding separate costs of installation, if any) upon Customer's return of the Hardware in accordance with Trimble's product return procedures then in effect. Any repaired or replaced Hardware will be warranted for a period of thirty (30) days or the remainder of the original warranty period, whichever is longer. Warranty service will be provided at a designated Trimble service center or by an authorized Trimble service provider. Except as otherwise agreed by the parties, Customer shall be responsible for all shipping charges to the designated Trimble service center or authorized Trimble service provider.

8. **Determination of Warranty Applicability:** Trimble reserves the right to refuse warranty services if the Hardware date of purchase cannot be proven, if a claim is made outside the warranty period or if a claim is excluded from the warranty pursuant to the Terms. Following Trimble's examination of Customer's claim, Trimble will notify Customer of warranty status and the repair cost of any out-of-warranty Hardware. At such time Customer must issue a valid purchase order to cover the cost of the non-warranted Hardware repair and return freight, or authorize return shipment of the Hardware at Customer's expense as-is.

9. **Non-responsibility for Lost Data.** Trimble shall not be responsible for any modification or damage to, or loss of any programs, data, or other information stored on any media or any part of any Hardware serviced by it or an authorized Trimble service provider, or for the consequence of such damage or loss, e.g., business loss in the event of system, program or data failure. It is Customer's responsibility, prior to servicing, to backup data and remove all features, parts, alterations, and attachments not covered by warranty prior to releasing the Hardware to Trimble. The Hardware will be returned to Customer configured as originally purchased.

10. **Return of Hardware:** All Hardware returns are subject to Trimble's prior written consent and must comply with its product return (RMA) procedures then in effect. Before returning or exchanging Hardware, Customer must contact Trimble directly to obtain an authorization number to include with the return. Customer must return Hardware to Trimble in their original or equivalent packaging, and Customer is responsible for risk of loss, as well as shipping fees back to Trimble. Hardware received but not eligible for return will be sent back to Customer freight collect. For approved returns, Customer will receive credit equal to the lesser of the Hardware invoice price or its current replacement value, less any applicable charges or fees.

Addendum #7

Supplemental Terms for U.S. Public Entities

Version 1.0 (Last Updated: October 7, 2023)

Capitalized terms not defined herein have the meanings given in the General Terms and the Software Terms.

1. **Scope.** To the extent Customer is a public or governmental entity, these Supplemental Terms provisions apply to the extent Customer is a public or governmental entity in the United States.
2. **Intellectual Property Indemnification by Trimble.** Trimble shall defend Customer from and against any claim of infringement of a U.S. patent, U.S. copyright, or U.S. trademark asserted against Customer by a third party based upon Customer's use of the Offerings in accordance with the terms of this Agreement, and pay any resulting settlement or final judgment. If Customer's use of any of the Offerings are, or in Trimble's opinion are likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Trimble may, in its sole discretion: (a) substitute for the Offerings substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Offerings; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and refund to Customer the fee paid by Customer as reduced to reflect a five year straight-line depreciation from the applicable purchase date. The foregoing indemnification obligation of Trimble will not apply: (1) if the Offerings are modified by any party other than Trimble; (2) if the Offerings are combined with other non-Trimble products, but solely to the extent that the alleged infringement is caused by such combination; (3) to any unauthorized use of the Offerings; (4) to any unsupported release of the Offerings; or (5) to any third-party code, content, and/or data contained in and/or delivered with the Offerings.
3. **Tax Exemption.** If Customer is a tax-exempt entity and provides evidence of a tax-exempt certificate prior to executing this Agreement, then Section 3.1 of the General Terms regarding Customer's responsibility to pay taxes shall be inapplicable.
4. **No Indemnification by Customer.** Section 8 (Indemnification) and the second to last sentence of Section 12.6 (Export Control) of the General Terms shall be inapplicable.
5. **Public Records Law.** Customer's confidentiality obligations in Section 9 (Confidentiality) of the General Terms may be subject to applicable public records law.
6. **Limited Publicity.** Provision (b) in Section 12.11 (Publicity) of the General Terms shall be inapplicable.
7. **Termination for Convenience.** Customer may terminate this Agreement for convenience on not less than sixty (60) days' written notice to Trimble. If Customer terminates this Agreement under this paragraph, all fees for the Term shall immediately become due and payable. All previously paid fees (both used and unused) shall be non-refundable and forfeited. Furthermore, all earned, but unpaid, fees for professional services, if any, must be paid in full before the termination becomes effective.
8. **Non-Appropriation of Funds.** The Customer's funds for future and ongoing purchases are contingent on the availability of future appropriations of funds. If funds are not appropriated for any payments due under this Agreement, the Customer will promptly notify Trimble in writing and the applicable Order will terminate as of the date of the notice in accordance with Section 7 (Termination for Convenience) above and the Customer will have no further obligation to make any payments with respect to the affected Order, provided however that the Customer shall pay for any goods or services ordered prior to the date of the Customer's notice.
9. **Piggyback.** Trimble does business with many government entities whose applicable laws permit them to join an existing contract between another governmental agency and vendor to acquire goods and services thereunder. In such circumstances and if allowable by applicable law and contract, Customer expressly agrees to allow the other governmental agencies to acquire goods and services using this Agreement ("**Piggyback**"), subject to applicable pricing of the Trimble offerings at the time of the piggyback purchase.
10. **Governing Law.** Notwithstanding Section 12.9 (Governing Law and Venue) of the General Terms, the Laws of the jurisdiction required by applicable law shall exclusively govern this Agreement.

Addendum #8

Service Level Agreement; Data Security and Restoration

Version 1.0

1. *Availability Service Level Agreement*

For any Offering that is either (i) Software-as-a-Service or (ii) Licensed Software hosted by Trimble, the following will apply.

1.1. Target Availability. Trimble will use commercially reasonable efforts to make the Offering available with an uptime availability (time periods during which Customer has general connectivity to the Offering) (the "**Target Availability**") as follows:

Offering / Target Availability
Trimble Construct / 99.95%
Trimble Maintain / 99.95%
Trimble Permit / 99.95%

1.2. Exclusions. The calculation of uptime will not include unavailability to the extent due to: (a) Customer's use of the Offering in a manner not authorized in the Agreement or Documentation, (b) general Internet problems, force majeure events or other factors outside of Trimble's reasonable control, including without limitation interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion, denial of service attack, (c) Customer's equipment, software, network connections or other infrastructure, (d) any acts or omissions of Customer or any third-party that is not a service provider of Trimble, (e) failure by Customer to pay any applicable fees under the Agreement, or (f) Scheduled Maintenance or emergency maintenance.

1.3. Scheduled Maintenance. "**Scheduled Maintenance**" means Trimble's scheduled, routine, or other maintenance which (1) occurs at such times as may be listed on Trimble's websites or Support Portal, or (2) Trimble notifies Customer with at least two (2) days advance notice, which can be via the Support Portal, e-mail, or in the Offering. Trimble reserves the right to schedule other maintenance periods on an as needed basis and will notify Customer in advance. Trimble will use commercially reasonable efforts to perform Scheduled Maintenance during low usage times.

1.4. Service Credits. If there is a verified failure of the Offering to meet Target Availability in a particular month and Customer makes a request for service credit within thirty (30) days after the end of such month, Customer will be entitled to a credit based on the monthly fees due for the affected Offering in such month ("**Service Credit**"). The Service Credit will be calculated as follows:

*Service Credit = Pro Rata Fee * percentage of time that the Offering did not meet the Target Availability*

The "**Pro Rata Fee**" means (1) for Target Availability measured monthly, one-twelfth of the total annual fee for the Offering (excluding taxes, etc.), and (2) for Target Availability measured quarterly, one-fourth of the total annual fee for the Offering (excluding taxes, etc). The Service Credit will be calculated to the nearest 30-minute interval. The total Service Credits in a month may not exceed 20% of the Monthly Fee.

Trimble will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. Customer will not receive any refunds for any unused Service Credits.

1.5. Sole Remedy. Service Credits constitute liquidated damages and are not a penalty. The Service Credits set forth in this Section are Customer's sole and exclusive remedy for any failure to meet the Target Availability.

2. Data Security and Restoration

2.1. Software-as-a-Service

a) General. Trimble or its third-party hosting provider(s) shall use commercially reasonable efforts to establish and maintain reasonable administrative, physical, and technical safeguards designed to (a) protect the security, confidentiality, and integrity of Customer Data, (b) protect against anticipated threats or hazards to the security, confidentiality, and integrity of Customer Data; (c) protect against unauthorized access to or use of Customer Data; and (d) protect against unlawful processing, accidental destruction, or loss of Customer Data.

b) Data Backups. Backup of all Customer Data hosted in the cloud will be continuous, immutable, and virtual. Trimble

will maintain a recovery time objective (RTO) of 4 hours and a recovery point objective (RPO) of 15 minutes.

c) Data Restoration. Trimble will use reasonable efforts to restore lost or damaged Customer Data for Offerings deployed as Software-as-a-Service, as described in this paragraph, if the loss or damage was caused by Trimble. Trimble will consult with Customer and provide information to Customer regarding the availability of backups and the potential limitations of data restoration. Customer understands that some data loss may result upon restoration based on the frequency and availability of backups. If Customer Data loss or damage is not caused by Trimble, Trimble will provide support and technical assistance for data restoration subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

d) Data Location. For customers located in the United States, all Customer Data will be hosted and stored within the continental United States. For customers located in Canada, all Customer Data will be hosted and stored within Canada.

e) Data Encryption. All Customer Data will be encrypted at rest and in transit utilizing government-certified Advanced Encryption Standard (AES) cipher algorithms with a 256-bit or better encryption key.

f) Disaster Recovery. Trimble will maintain a written Disaster Recovery Plan (DRP) as described in its then current SOC 2 Type II audit report for the applicable Offering.

2.2. SOC Compliance. The Trimble Offering(s) referenced in the Order Form will be subject to an annual System and Organization Controls for service organizations ("SOC") 2 Type II audit based on Security, Availability, and Confidentiality Trust Services Criteria and will maintain compliance with those standards during the Term of this Agreement. The SOC 2 Type II audit will be conducted by a licensed Certified Public Accounting firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") Statement on Standards for Attestation Engagements No. 18. At Customer's request, Trimble will provide a copy of the then current SOC 2 Type II audit report annually. The audit report shall be treated as Confidential Information.

2.3. System Testing. Trimble will maintain sole responsibility for establishing, maintaining, testing, and executing all plans and procedures applicable to system backup, disaster recovery, system architecture and security (including without limitation monitoring, audits, vulnerability scans/remediation, and penetration tests), software development, maintenance release schedules, and update management.

2.4. Vulnerability Remediation. Trimble will conduct vulnerability scans of the then current version of each Trimble Offering on a monthly basis. Trimble will use best efforts to remediate identified vulnerabilities as follows:

a) Critical (30 days)

b) High (60 days)

c) Medium & Low (commercially reasonable timeframe)

Note: vulnerability severity ratings referenced above must follow the NIST scoring system (https://nvd.nist.gov/vuln-metrics/cvss).

2.5. Security Incident Notification. Trimble will provide notification of any security incidents affecting a customer's instance, including a data breach, within 72 hours of confirmation.

2.6. Accessibility. During the term of the Agreement, the Trimble Offering(s) referenced in the Order Form may be subject to accessibility audits based on WCAG 2.0 AA standards. Trimble's compliance with any accessibility standards will be limited to its then current Accessibility Conformance Report, which will be provided upon request.

2.7. On Premises Licensed Software. If the Order Form includes any licensed software Products deployed on-premises or through hosting services not provided by Trimble, Trimble does not provide regular support or technical assistance for the repair or restoration of lost or damaged Customer Data as part of support, regardless of the cause. Assistance for restoration may be available subject to Trimble's availability and payment of applicable fees at Trimble's then-current hourly rates.

ATTACHMENT "C"

REQUEST FOR QUALIFICATIONS

FOR THE DEVELOPMENT OF A MAPCENTRIC ENTERPRISE ASSET MANAGEMENT SYSTEM

Proposals Due: Friday, November 20, 2020 at 12:00 p.m.

Public Works Department
1201 W. 4th Street
Antioch, CA 94509
(925) 779-4129

INTRODUCTION

The City of Antioch (City) is requesting qualifications from software vendors, developers, system integrators, implementation partners that possess the product, knowledge, and demonstrated experience to develop a Mapcentric Enterprise-level Computerized Maintenance Management System for the City of Antioch.

The ideal vendor shall have experience in successfully implementing the proposed solution for other public agencies, who provide similar public services, with specific software integrations, while meeting the proposal requirements of the City of Antioch. The successful vendor shall be responsible for the installation, integrations, and subsequent implementation of the system. This includes system(s) testing, system(s) integration, and training.

The deadline for submission of proposals for this work is **no later than 12:00 p.m., Friday, November 20, 2020.**

BACKGROUND

The City is looking for a system of record to track asset maintenance, management, work history, and scheduling information. This includes dynamic interactive reporting, streamlined work management processes, and service request tracking. The system will seamlessly display ESRI GIS information that enables effective and efficient delivery of services in the following programs:

Administration:

- Work Order creation/processing, report creation, RFP's, California Public Records Requests, Employee Rate costs
- SeeClickFix request creation/processing
- Emergency Management/Response

Water Distribution:

- Backflow testing/replacing/repair
- Meter reading
- Valve turning
- Hydrant flushing, painting, and maintenance
- Line maintenance, service replacements, main repair
- USA marking
- Dead-end line flushing
- Warehouse Inventory Management

Collections:

- Line Maintenance (sewer, storm)
- Closed Caption Television (CCTV) Assessment of sewer and storm drain laterals
- Line inspections/condition assessment
- Manhole Rehabilitation
- Lateral Maintenance
- NPDES/Creeks (sewer and storm repairs)
- Service calls
- Warehouse Inventory Management

Operations:

- Fleet Management
- Vehicle Work History Maintenance and Tracking
- Equipment Maintenance Tracking
- Facilities: Work History, work order creation and follow up
- Building/Facility Management
- Building/Facility Inspections: fire, electrical, storage tanks, pest control, etc.
- Marina work order creation/processing
- Pavement Management (System)
- Irrigation controller upgrades, updates, and replacements
- Landscape maintenance
- Public signs and roadway striping
- Public sign reflectivity inspections
- Streetlight maintenance
- Firebreak/open space weed abatement
- Park Inspections
- Playground Equipment Repairs/Audits
- Park Contract Management/Work Order creation
- Tree Assessments/Disposition Reports
- Tree and Branch failures/Disposition
- Tree Removal Reports

Water Treatment:

- Instrumentation Calibration
- Equipment Replacement
- RTF Equipment Inspections
- Electrical Testing
- Storage Tank Inspections
- Above Ground Tank Inspections

Capital Improvements:

- Pavement Management (System)
- Pavement Condition Index (PCI) rating
- Infrastructure Repair vs Replacement Risk Analysis
- Infrastructure Repair vs Replacement Cost Analysis

REQUIREMENTS AND QUALIFICATIONS

The City's objective is to implement a system that provides the following features:

- Map Centric Asset Visualization
- Asset Management
- Work Management
- Work History
- Work Scheduling
- Service Request Tracking
- Cost Analysis
- Dynamic and Interactive Reporting

In addition to the above feature requirements, the software must allow the below functionalities:

- Provide a mapcentric view of assets.
- Provide dynamic reporting, that can be viewed digitally in dashboard format, and/or public facing websites.
- Have established a successful integration with SeeClickFix.
- Have established a successful integration with IT Pipes.
- Have established a successful integration with WonderWare/Aveva Solutions.
- Have established a successful integration with Street Saver Pavement Management System
- Enable the use of ESRI ArcGIS field applications, including but not limited to: Collector for ArcGIS, Navigator for ArcGIS, ArcGIS Dashboards, Explorer for ArcGIS, ArcGIS Indoors, Workforce for ArcGIS, ArcGIS Quick Capture, and Survey123 for ArcGIS.

In addition to these desired features and functionalities, it is preferred that the selected vendor be a member of the ESRI partner network, at the Silver level or better.

Data Conversion Requirement:

In addition to the above requirements and qualifications, the City will also require conversion of our historic work orders, preventative maintenance schedules, and work history from the current CMMS system. This will come from an existing database, provided by the City, to be converted as part of the implementation process, and archived as historical data by the vendor awarded the contract.

Demonstration Requirement:

The selected vendor must agree to be able to provide a software demonstration to City Public Works Staff within thirty (30) days from this RFQ due date of November 20, 2020. This may be done in person adhering to social distancing policies, or virtually.

FIRM AND PROPOSAL REQUIREMENTS

If you are interested in this project, please submit your proposal that includes the following:

- Cover Letter
- Organization Chart for the Project Team
- Brief Information for Key Staff including education, directly related experience, description of their assignment on this project, and résumé
- Summary of the Company's Relative Experience and Performance
- Summary of Approach for Completing the Work
- Detailed Scope of Work of Activities Required
- Anticipated Labor Effort by Task and Classification for Each Activity
- Detailed Schedule for Project Completion
- Current Fee Schedule
- Implementation and three (3) year subscription costs
- Proof of ESRI Network Partnership

CONSULTANT SELECTION PROCESS

Enclosed is a copy of the City of Antioch's Consultant Service Agreement. By submitting a proposal for this work, a firm agrees to comply with all terms and conditions outlined in the agreement.

It is anticipated that from the proposals submitted, City staff will be able to select the firm best suited to meet the City's needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the project and the firm's proposal. The City will negotiate a professional services contract for the work after staff has determined the best qualified firm.

No compensation will be due any firm for preparation of a written proposal or for meeting with staff after a "short list" has been determined.

The selected firm will receive a notice to proceed after the City Council has approved their contract.

CRITERIA FOR SELECTION

All desired feature and functionality requirements will be considered **minimum** qualifications and will be evaluated based on the criteria below:

- Overall qualifications and ability to ensure a **turn-key** and efficient delivery of an Enterprise Asset Management System – **25 points**
- Experience and successful implementations with other Citizen Engagement software - **20 points**
- Feedback from customers and partners, including but not limited to references from past customers and past partners - **15 points**
- Ability to meet the City's requirements for system accessibility and ease-of-use – **10 points**
- Ability to exceed the City's required qualifications - **10 points**
- Ongoing and continued customer support in a **partnership** capacity - **10 points**
- Annual Subscription Cost - **10 points**

SUBMISSION INSTRUCTIONS

Three (3) bound, and one (1) electronic copy of the proposal **must be submitted no later than 12:00 p.m. on Friday, November 20, 2020** to:

Brandon Peters
Public Works Department
City of Antioch
1201 W. 4th Street
Antioch, CA 94509

Interviews will be conducted if there is not an outstanding response and two or three firms are very close in evaluation points. Any questions regarding the above should be directed to Public Works Department at (925) 779-4129; or bpeters@antiochca.gov.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Brandon Peters, GIS Coordinator

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

SUBJECT: Approval of a Multi-Year Agreement with Rok Technologies, LLC to Provide a Secure Cloud Environment for GIS Accessibility in the amount of $410,100

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an agreement with Rok Technologies, LLC, a GIS Cloud Environment Managed services, to provide managed cloud services through a secure environment, to host the City's GIS system for continued inter-departmental support, for a five (5) year term ending on August 14, 2030, in the amount of $410,100, and authorizing the City Manager or designee to execute the Agreement with Rok Technologies LLC, for GIS Cloud Environment Services in a form approved by the City Attorney.

FISCAL IMPACT

Funding for this expenditure has been requested as part of the current FY 2025/26 budget process within the Information Services, GIS Division, operating budget in the amount of $82,020. Funding for the remaining four (4) years of the agreement will be requested as part of future budget requests in the amount of $328,080 for a total of $410,100.

DISCUSSION

On April 11, 2022 staff submitted a Request for Qualifications (RFQ) for GIS Managed Cloud Services. On May 6, 2022, the City received three (3) proposals on a scoring criteria that demonstrated overall qualifications, capability to provide back-end services within a deployed environment, and flexibility to accommodate future access needs. Rok Technologies, LLC (Rok), was selected as the most qualified firm to meet the City's needs and has a proven track record in providing services to municipalities and is recognized within the GIS industry as a Cloud Specialty Partner due to their expertise in building and maintaining secure cloud environments. The City has utilized Rok's Managed Serviced and cloud environment since 2022 to support the specific needs and unique cloud-based systems.

The City's GIS Division operates primarily as an Internal Services Division, where other City systems and applications require secure communication with our GIS database system. Examples include but are not limited to, Energov (Community Development), RIMS (PD), CityWorks (PW), and IT Pipes (PW). Rok's Managed Cloud Services enables

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integration across these systems, while protecting against unauthorized access, data loss, and preserving network availability. This environment is critical for a seamless data migration across the systems, and there is no other hosted environment available that achieves these connections with the GIS database serving as authoritative record.

Rok managed services and cloud environment has enabled the City to connect other City systems and accommodate the accessibility needs of several City departments. Rok's secure cloud environment serves a critical function to the City and fully supports the required design needs of multiple City systems. They are the only firm who can provide a secure environment that supports the City's specific hosting needs and necessary integrations for cross-departmental support. Approval of this agreement is integral for their unique cloud environment and will further enable GIS staff to meet technology demands currently being utilized throughout the City.

ATTACHMENTS

A. Resolution
B. Proposal
C. Published RFQ

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING AN AGREEMENT TO ROK TECHNOLOGIES, LLC, AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT FOR GIS CLOUD ENVIRONMENT MANAGED SERVICES

WHEREAS, on April 11, 2022 staff submitted a Request for Qualifications (RFQ) for GIS Managed Cloud Services. On May 6, 2022, the City received three (3) proposals on a scoring criterion that demonstrated overall qualifications, capability to provide back-end services within a deployed environment, and flexibility to accommodate future access needs;

WHEREAS, Rok Technologies, LLC (Rok), was selected as the most qualified firm to meet the City's needs and has a proven track record in providing services to municipalities and is recognized within the GIS industry as a Cloud Specialty Partner due to their expertise in building and maintaining secure cloud environments;

WHEREAS, the City has utilized Rok's Managed Serviced and cloud environment since 2022 to support the specific needs and unique cloud-based systems;

WHEREAS, the City's GIS Division operates primarily as an Internal Services Division, where other City systems and applications require secure communication with our GIS database such as Energov (Community Development), RIMS (PD), CityWorks (PW), and IT Pipes (PW);

WHEREAS, Rok's Managed Cloud Services enables integration across these systems, while protecting against unauthorized access, data loss, and preserving network availability. This environment is critical for a seamless data migration across the systems, and there is no other hosted environment available that achieves these connections with the GIS database serving as authoritative record;

WHEREAS, Rok's secure cloud environment serves a critical function to the City and fully supports the required design needs of multiple City systems. They are the only firm who can provide a secure environment that supports the City's specific hosting needs and necessary integrations for cross-departmental support; and

WHEREAS, the City Council has considered approving an agreement with Rok Technologies, LLC, a GIS Cloud Environment services provider, to provide managed cloud services through a secure environment, to host the City's GIS system for continued inter-departmental support.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves an Agreement with Rok Technologies, LLC for GIS Cloud Environment Managed services, to provide managed cloud services through a secure environment, to host the City's GIS system for continued inter-departmental support, for a five (5) year term ending on August 14, 2030, in the amount of $410,100, and authorizing the City Manager or designee to execute the Agreement with Rok Technologies LLC, for GIS Cloud Environment Services 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

Cloud GIS Managed Services

Contract Name:

City of Antioch, CA Public Works SOW (8-15-2025 to 8-14-2030)

1501 Belle Isle Avenue
Suite 110 PMB1047
Mount Pleasant SC 29464
info@roktech.net

Apr 8, 2025

City of Antioch, CA Public Works
1201 W 4th Street
Antioch, California
94509

Dear Brandon,

We sincerely appreciate your continued interest in our GIS Support and Managed Services to support your Enterprise GIS. Enclosed within this document are comprehensive details regarding our offerings and their corresponding costs. Should you require any additional information or assistance, please feel free to reach out to me directly.

Once again, thank you for considering our services. We eagerly anticipate the opportunity to continue to support your program and contribute to its success!
Sincerely,

Rudy Ruvalcaba
Account Executive
ROK Technologies, LLC
1501 Belle Isle Pkwy |Mount Pleasant, SC 29464
p: | m: +1 9095613631 | e: rruvalcaba@roktech.net

1. Introduction

ROK Technologies has been delivering GIS Managed Cloud Services for over a decade. As an Esri Platinum Partner, our sole focus is architecting, deploying and managing the ArcGIS® Enterprise suite and Desktop applications in cloud and hybrid environments. We serve hundreds of organizations in multiple verticals ranging from Fortune 500 companies to small local municipalities.

City of Antioch, CA Public Works (hereafter referred to as "Client") has engaged ROK Technologies, LLC (hereafter referred to as "ROK") to perform implementation and managed services related to and in support of Client's AWScloud environment and Esri ArcGIS® Enterprise software.

This Statement of Work ("SOW") dated 08-15-2025 sets forth the scope of services, support, roles and responsibilities identified and agreed upon in addition to the terms and conditions under which the services shall be conducted.

ROK appreciates your investment and is dedicated to supporting the health and efficiency of its essential GIS and IT resources.

2. ROK's GIS Cloud Support and Managed Services

This section outlines the General, Esri Software, and Infrastructure related ongoing Managed Services the ROK Team will provide Client for the new Enterprise GIS environment. Our goal is to take the GIS and IT management off your plate so you can focus on what you do best!

General Services

Dedicated Client Success Manager

ROK's primary goal is to provide Client with flawless service, becoming an extension of Client's technical team of experts. Serving as Client's single point of contact, ROK Technologies assigned Client Success Manager's primary responsibilities shall include:

- Understanding Client's business needs
- Managing Client's ROK Technologies entitlements
- Accelerating the delivery of ROK's Technical Services
- Scheduled Business Reviews

Client Support

Client Support Tickets can be submitted 24 hours a day, 7 days a week via the Client Gateway or our toll-free support line which will be provided after execution of contract. Additional support details can be found in **Exhibit C**.

Esri Software Support and Services

The goal of ROK's Esri COTS Support and Services is to ensure your Enterprise stays up to date with the latest upgrades, configurations, and updates to meet your organizational requirements. In order for ROK to provide the following services, Client agrees to provide the ROK Team with the following access:

Software Services Requirements:

- Client provides the ROK Team with access to their My.Esri.com account via a new user (email to be provided by ROK) with permission to 'Take Licensing Actions.'
- ROK's Monitoring Agent installed in the Cloud Environment

Software Services - Incident Tracking

- Receive and respond to incidents reported by the Client in accordance with the service levels defined in **Exhibit C.**
- Record and track each incident in ROK's case management system.
- Periodically report the current status of the incident to designated Client personnel based on severity of issue outlined in **Exhibit C.**
- Communicate the steps taken to ultimately resolve the incident.

Esri Software Configuration Assistance

- Collect information from Client regarding the scope of the change requested, the motivation for the change, and the expected results.
- Investigate the potential impact of the change, in terms of desired results and unintended consequences.
- Determine the steps necessary to implement the change while mitigating risk.
- Recommend a course of action to Client.
- Implement changes in accordance with the plan of action upon Client authorization.
- Record the change in accordance with Client's change management processes.

Esri COTS Application Upgrades, Patches and Updates

- Upon request ROK's Managed Services Team will upgrade and configure Esri COTS to the desired version. Additionally, upon request, ROK's Managed Services will install critical and optional patches as they are released.

  ROK will communicate critical upgrade and patching opportunities for Esri COTS. If desired, both parties will work to schedule a day and time to complete the upgrade and/or patching that limits disruption of service.

- Upon request, ROK's Managed Services will install and configure new Esri COTS as desired by Client.

- Esri critical security patches will be reviewed by ROK for potential impact and applied based on an agreed upon schedule.

Third Party Integrations

One of the benefits of having a managed service provider is that you'll always have a cloud-GIS expert on your side. This can be particularly beneficial when it comes to the complexities of integrating your GIS system with other third-party products. ROK's role in assisting you with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or your cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by our customers.
- Configuring the ArcGIS platform for integrations, as specified by the selected third party.

Infrastructure Support and Services

The primary goal of ROK's infrastructure support is to reduce the risk of system failure and to mitigate the impact of unplanned outages should they arise. The scope, deliverables, and terms of ROK's Infrastructure Support services are described below in the following sections and **Exhibit C**.

Infrastructure Services

Management of OS Updates and Patches |ROK Managed Services handles the deployment of critical and security updates to your managed virtual machine operating systems. OS Patching activities help keep your resources current and secure and are automated and monitored as they are released. Any non-critical/security OS patches and other non-managed (IE NOT ESRI) applications are not the responsibility of ROK. Clients can work with ROK to identify any additional OS patches of concern and ROK will install. Non-managed applications are not the responsibility of ROK, unless explicitly agreed to.

Infrastructure Monitoring and Response | ROK Managed Services monitors the overall health of your ArcGIS infrastructure resources and handles the daily activities of investigating and resolving alarms or incidents. Committed to a 2-hour maximum response time, in the event of an instance failure, our team would take appropriate action to help minimize or avoid service interruption.

Infrastructure Changes | ROK assumes the responsibility of rightsizing, adding, and removing GIS and associated Cloud infrastructure as necessary, pending client approval. In emergency response situations, the client grants ROK the authority to implement modifications, ensuring uninterrupted uptime for the environment

BackUp and Retention | ROK assumes the responsibility of running and retaining the backups of the VMs and Enterprise GeoDatabases per the frequency and duration listed on the BackUp and Retention Table.

Virtual Desktop Management | ROK provides ongoing support for ArcGIS Pro and/or Desktop on your VDI Solution. The management of any additional software or application is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.

3. Exclusions - ROK Service and Support does not include the following:

- Debugging custom components, applications, code, or models
- Customization of solutions, templates, or tools; including unsupported software functionality. Please contact Esri's consulting services for assistance in this area.
- Workflow design, data processing, data design, or software training. Please explore Esri's training resources or contact Esri's consulting services for assistance in these areas.
- Issues specific to third-party hardware, software, technology, or peripherals not provided by Esri
- Questions related to product pricing, license agreements, or contracts. Please contact Esri Sales for more product information.
- Web or Mobile Application Development
- Data editing and analysis
- ArcGIS Monitor interpretation and analysis
- Script authoring and maintenance
- Configuration of ArGIS Enterprise Collaborations (ArGIS Enterprise or ArGIS Online)

4. Assumptions

ROK's delivery of the services defined by this Agreement is based on the assumptions described below. Any deviation from these assumptions might impact the scope of services to be provided and associated fees:

- ROK Technologies shall primarily render Support services remotely, while making use of current technologies that provide remote access and control of the supported systems where available.
- Client shall permit the use of remote access technologies that enable ROK Technologies to render services remotely.

5. Scheduling

As part of these offerings, ROK Technologies will conduct proactive scheduling with Client. As scheduling changes arise, Client shall contact ROK Technologies one (1) to two (2) weeks in advance where possible. The ROK Technologies Technical Operations Team will make a best effort to accommodate special requests.

6. Change Control Policy

As ROK Technologies and Client collaborate on this Service Level Agreement, it is possible that either party will find reasons to change the scope of this Agreement. In the event that Client would like to discuss the addition or subtraction of specified, agreed upon services, Client will submit a Service Request to ROK. Client's, ROK Technologies Account Manager will make contact within one (1) business day to review or schedule a review of this request.

7. Disclaimers

In addition to the disclaimers and limitations set forth in **Exhibit D** Master Services Agreement (MSA), Client understands and agrees as follows with respect to the Managed Services rendered hereunder:

ROK is not responsible for the loss of data caused by the action(s) of Client. No warranty or service contract covers infection of any system with a virus introduced by Client. All work necessary for ROK Technologies to remove viruses will be billed to Client. Work performed under a service contract is governed by the terms of said service contract.

The uptime, support requirements, and response times set forth in this SLA shall not be binding upon ROK for any occurrence, failure of service, or other malfunction caused by Client, any employee, vendor or other agent of Client, or any inability of ROK to obtain the minimum access to Client's system.

8. Acceptance

This Agreement constitutes the full agreement between ROK and Client for the Managed Services described herein.

Upon execution by the Parties, this Statement of Work, or "SOW" issued under, integrated with, and governed by the Master Services Agreement "Exhibit D" between the Parties. Capitalized terms not defined in this SOW shall have the meaning ascribed to them in the MSA.

The undersigned parties acknowledge their acceptance of this SOW and the terms and conditions described herein. Furthermore, the undersigned parties certify that they are authorized representatives of their respective companies with full authority to sign this SOW and enter into this Agreement on behalf of their respective organizations.

9. Term, Pricing, and Billing

The Managed Services hereunder are billed Annually. The billing amount for this SOW shall be based on the services described in the table below. Terms of payment are Net 30 Days. Late fees will be applied on invoices greater than sixty (60) days from the date invoiced and can result in suspension of services.

Services	
Esri Software Support	
Cloud Infrastructure Support Services	
Virtual Desktops	2
Monthly Cost	**$6,835.00**
Term	**60 Months**

The initial term of this SLA shall begin on 08-15-2025 and expires in 60 months. Upon expiration, this SLA shall automatically renew for an additional one (1) year term unless either Party provides written notice to the other Party of its intent not to renew at least sixty (60) days before the expiration of the then-current term.

Infrastructure and services will be reviewed on an ongoing basis. Should City of Antioch, CA Public Works require a change in resources that differ from those listed in this SLA, ROK Technologies will communicate the necessary changes to City of Antioch, CA Public Works along with the associated costs/savings.

Any general price increase will be communicated in writing before the auto-renewal. General price increases will not exceed 7% of the applicable services in the prior term unless the pricing for the previous term was designated in the SLA as promotional or one-time.

Payments are due 30 days from receipt of the invoice. Non-payment after 60 days can result in suspension of service.

Exhibits A through E are hereby incorporated into the provisions of this contract.

Contract Term: 60 months

Contract Start Date: 08-15-2025

Contract End Date: 08-14-2030

Payment Option: Annually

Agreed to and Accepted By:

ROK Technologies, LLC	**Client**
Signature:	**Signature**:
Name: Alexandra Coleman	**Name:**
Title: CEO, ROK Technologies	**Title**:
Date: Apr 8, 2025	**Date:**
	Verification:

Exhibit A: Environment Overview

Infrastructure Details Table

Environment	Name	Version	Qty	Up time %	OS (GB)	Data (GB)	Log (GB)	Server Size
Production	AWS - ArcGIS Image Server		1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Portal		1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Relational Datastore		1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - ArcGIS Server		1	100	100	150		8 vCPUs 32GB RAM
Production	AWS - Citrix Server		1	100	100	100		4 vCPUs 16GB RAM
Production	AWS - File Server		1	100	100	200		2 vCPUs 8GB RAM
Production	AWS - SQL Server		1	100	100	150		4 vCPUs 16GB RAM
Production	AWS - Web Server		1	100	100			2 vCPUs 8GB RAM
Production	Citrix Workspace License(s)		2					
	AWS - S3 Bucket - 1TB		1					

Applications

Environment	Server	Application
Production	ArcGIS Image Server	ArcGIS Server - Image
Production	ArcGIS Portal Server	Portal for ArcGIS
Production	ArcGIS Relational Data Store	ArcGIS Datastore
Production	ArcGIS Server	ArcGIS Server
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS Web Adaptor
Production	Web Server	ArcGIS License Manager

Integrations

The following table lists integrations and interfaces that will be included in the Enterprise GIS environment. These are shown in alphabetical order. ROK's role in assisting CLIENT with these integrations includes the following:

- Addressing any IT considerations in relation to ArcGIS or the cloud environment (opening ports, configuring certificates, users, etc.)
- Providing reasonable third-party access as requested and defined by Client.
- Configuring the ArcGIS system for integrations, as specified by the selected third party.
- Client will be required to ensure all business interfaces and workflows are tested and working correctly.

Integrations Table

Interface	Description
No App Integrations	N/A

Virtual Desktop Solution(s)

Server	Server Size	OS Drive (GB)	Data Drive (GB)
AWS - Citrix Server	4 vCPUs 16GB RAM	100	100

VDI Service	Qty	Description
Citrix Workspace License(s)	2	
The VDI Solution is scoped to support the software and/or applications defined in the VDI Applications Table below. Any additional software and/or applications installed by Client or by ROK by request can impact performance and may result in a change in scope.		

VDI Application(s)	Description
ArcGIS Desktop (ArcMap)	
ArcGIS Pro	
ROK Supported Software ROK supports ArcGIS Pro and Desktop on your VDI Solution. The management of any additional software or applications is the sole responsibility of the Client and ROK cannot be held liable for any inherent security or performance issues introduced.	

Exhibit B: Content Summary

No content will be migrated into the Cloud environment as part of this SOW

Exhibit C: Support

Client Support

Tickets can be submitted 24 hours a day, 7 days a week via the toll-free number which will be provided after execution of contract. Tickets may also be submitted any time via email or from the Client Gateway. Contact emails and Client Gateway information will be provided following execution of contract.

Support Overview

Client Gateway ("Gateway"): ROK will provide the Client with unlimited access to Gateway support. Client will report malfunctions by accessing the Gateway and creating a service ticket or by sending an email to a dedicated support email address. A member of ROK's Support Staff ("Support Staff") will be assigned and Client will be contacted within a timeframe defined by the severity of the Malfunction. If the Support Staff member handling a request is unable to provide adequate assistance to Client for such requests hereunder, ROK will supply one or more alternative Support Staff members who are able to respond to the request to Client's reasonable satisfaction. All support ticket activities, findings, and resolutions will be tracked in the customer portal for future reference.

Telephone Support Service: ROK will provide to Client unlimited access to 24/7 Telephone Support ("Telephone Support") via a toll-free number. Client will report Malfunctions by calling the Telephone Support number. A member of the Support Staff will be assigned to the Malfunction, and Client will be contacted within the timeframe defined by the severity of the Malfunction.

Severity of Malfunctions

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction Severity classifications are as follows:

Severity Level 1: A problem which renders the Services inoperative, causes a significant and ongoing interruption to the end-user's business activities or causes a loss or corruption of data, where either the entire company or large groups of users are affected.

Severity Level 2: A problem which causes the Services to be intermittently inoperative, disrupted or malfunctioning and which materially interferes with Client's use of the Services, for the entire company or large groups of users.

Severity Level 3: A problem which causes the Services not to function in accordance with applicable specifications, for small groups or individual users, but which causes only a minor impact on Client's use of the Services and for which an acceptable circumvention is available.

Severity Level 4: Any general questions and issues pertaining to the Services and all Malfunctions which are not included in the other Malfunction classifications

Correction of Malfunctions

ROK will correct Malfunctions as provided herein. "Malfunction" shall mean a failure by the Services to operate as required by this Agreement. The definitions of the Malfunction classifications are as follows:

Report of Malfunction With respect to a report of any Malfunction, Client personnel making such a report will describe to the Support staff the Malfunction in reasonable detail and the circumstances under which the Malfunction occurred or is occurring and will, based upon the criteria of the Severity Definition, classify the Malfunction as a Severity Level 1, 2, 3 or 4 Malfunction.

Critical Malfunctions If a Severity Level 1 or 2 Malfunction (each, a "Critical Malfunction") cannot be corrected to Client's reasonable satisfaction through communication with the Support staff within two (2) hours after ROK receives the description of the Malfunction, ROK will: (1) escalate the problem to additional members of Support Staff and ROK's Client Success Manager; (2) take and continue to take the actions which will most expeditiously resolve the Critical Malfunction; (3) provide a report to Client of the steps taken and to be taken to resolve the problem, the progress to correction, and the estimated time of correction, and update that report every two (2) hours until the Critical Malfunction is resolved.

ROK's Level of Effort ROK will work continuously until any Critical Malfunction, of which a correction or workaround has not been achieved, has been resolved. Additionally, if a correction or workaround to a Critical Malfunction has not been achieved within two (2) days ROK will work continuously, during normal ROK working hours, try to resolve any Severity Level 1 or 2 Malfunction. ROK and Client will mutually agree upon a schedule within which to resolve any Severity Level 3 or 4 Malfunction.

Action Required from ROK For Critical Malfunctions, ROK will work to provide an immediate correction, which will then be promptly implemented for the Client staff to test. For a Severity Level 3 or 4 Malfunction, ROK will provide a correction as promptly as reasonably achievable.

Backup Frequency and Retention Period

ROK Technologies provides 24/7 monitoring and management of backup and retention processes for Virtual Machine (VM) attached disks and SQL Server instances to ensure data integrity and availability. Backup specifications and retention details are listed below. Backup failures trigger immediate alerts, and corrective actions are taken promptly. Clients are responsible for notifying ROK Technologies of any changes in backup requirements.

Service	Qty
VM and Volume - Daily Full Backup (#/day)	2
VM and Volume - Daily Full Backup Retention (mo)	1
VM and Volume - Monthly Full Backup Retention (mo)	12
SQL Server - Daily Differential Backup (#/day)	6
SQL Server - Daily Differential Backup Retention (mo)	1
SQL Server - Weekly Full Backup (#/week)	1
SQL Server - Weekly Full Backup Retention (mo)	1
SQL Server - Monthly Full Backup Retention (mo)	12

Exhibit D: Master Services Agreement

This Master Services Agreement (the "**MSA**") is effective as of 9/4/2024 12:00:00 AM (the "**Effective Date**") by and between ROK Technologies, LLC ("**ROK**") and Client. ROK and Client are each individually referred to herein as a "**Party**" and collectively as the "**Parties**." This MSA shall govern the Parties' relationship as more fully described in Statements of Work (each, an "**SOW**") agreed upon between the Parties pursuant to the terms of this MSA. This MSA anticipates the execution of various written SOWs and the following terms shall apply to such SOWs. The MSA, SOW and all exhibits, addendums and/or amendments thereto are collectively referred to herein as the "**Agreement.**"

A. RECITALS

ROK is in the business of architecting, hosting and managing the infrastructure for geographical information system—or "GIS"—computing systems.

Client seeks to hire ROK to provide certain Services in relation to Client's own GIS Platform, and ROK desires to provide the Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. SELECT DEFINITIONS

"Client's Platform" or the "**Platform**" means the collection of Client's data and applications managed by ROK pursuant to this Agreement.

"**Managed Services**" means the management of Client by ROK pursuant to a Service Level Agreement.

"**Non-Tenant**" means client when client owns the infrastructure supporting the Esri Enterprise software.

"**Professional Services**" means any and all Services rendered by ROK to Client pursuant to a SOW other than Managed Services, such as consultation, data assessment and recommendations, and so forth.

"**Services**" means any and all Services rendered by ROK to Client pursuant to a SOW, including all Managed Services and Professional Services.

"**Service Level Agreement**" or "**SLA**" means a type of SOW that sets forth the specific terms applicable to ROK's provision of Managed Services.

C. SERVICES

Services. Services will be provided by ROK pursuant to the terms and conditions of this Agreement and any applicable SOW—including, where applicable, a Service Level Agreement.

ROK may use subcontractors (under separate contract to ROK) to perform the Services, or portion(s) thereof.

D. SOWs

1. **Form of SOW** ROK will not proceed with performing Services until both Client and ROK have signed the applicable SOW. Each SOW, once signed by both Parties, will become a part of this Agreement. Each SOW must be in writing and should include, at a minimum:

   a. Description of Services and deliverables in sufficient detail to gauge the successful progress and completion of the Services;

   b. Period of duration expected date(s) of completion (by phase/milestone or entire project) or delivery of deliverables, and/or other performance timetable;

   c. If applicable, designated means of performance, including identification of any particular roles or individuals required to participate in the Services;

   d. Resources required from Client for performance of the Services, such as access to particular information, systems, or environments, involvement of specific personnel, and so forth;

   e. If applicable, acceptance criteria and testing period, permissible reasons for rejection and ROK's duty to remedy the same, if any;

   f. Fees owed to ROK for the Services, along with method of computation (e.g., fixed fee or hourly rate) and timing/conditions of payment (e.g., milestone-based);

   g. Description and estimated amounts of any significant reimbursable expenses expected to be incurred; and

   h. Identification of the Client department responsible for overseeing the project and Client's employee designated as project owner.

2. **Amendment** SOWs may only be amended by a written document signed by each Party's authorized representative, and per the change management procedures set forth there

3. **Governance** Each SOW will, upon execution by both of the Parties hereto, be incorporated into and become part of this Agreement. In the event of any conflict between this Agreement and any SOW, the terms and conditions of the applicable SOW shall control as to the specific deliverables and Services addressed in said SOW, and this Agreement shall control as to all other matters.

E. PRICING

1. **Pricing** Prices for Services will be specified in one of the following, as applicable to the Services to be provided:

   a. Those specified in ROK's then-current price list

b. Those specified in a written price quotation submitted by ROK; or
c. Those specified in the SOW; or
d. Incidental extra fees agreed-upon by the Parties from time to time

2. **Taxes** All prices are exclusive of any taxes, fees, duties or other applicable amounts. Client shall pay the taxes related to Services purchased pursuant to this Agreement, or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes, if any, will be billed as a separate item on the invoice. ROK reserves the right to increase the fees for Services in the event Client determines any withholding tax obligation prevents ROK from receiving the specified prices for such Services.

F. PAYMENT AND INVOICING

Payment Unless otherwise indicated in a SOW, payment terms are net 30 days. Any sum not paid by Client within sixty (60) days from the date of the invoice will bear interest from the date of the invoice until paid at a rate of: (i) ten (10) per cent per annum or (ii) the maximum rate permitted by law, whichever is less.

- **Invoicing** As set forth below, ROK will invoice Client depending on the type of Services:

  a. For Managed Services, unless otherwise agreed by the Parties in the applicable SOW, ROK will invoice Client for such Services, and payment will be due, in advance of performance of the same.

  b. For Professional Services, ROK will invoice Client per the SOW's invoicing schedule. Invoices may contain multiple milestones or a single invoice at the start or end of the project. Unless otherwise mutually agreed upon in writing or via a change management procedure, the total invoiced amounts for SOW milestones shall not exceed the total amount agreed upon in the SOW. If a SOW does not contain a milestone schedule, ROK will invoice Professional Services performed under such SOW as set forth in such SOW.

- **Deposit** ROK reserves the right to charge Client a deposit for payment on any SOW.

- **Disputed Charges** Written notice of any disputed charge must be received by ROK within 20 days of the date of issuance of the invoice in question or Client forfeits the right to dispute the charge. This notice must include the invoice number in dispute, the item(s) and amount(s) disputed and a complete description of the basis for Client withholding payment. Notice of any disputed charge does not release Client from the obligation of paying any remaining balance of the invoice under the terms specified. Upon resolution of the disputed charge, ROK will issue a credit memo or Client will pay the total amount outstanding referenced by the dispute. Any disputed charge resolved in ROK's favor shall be liable to accrue late payment fees based on the terms of purchase.

- **Collections** If payment has not been received within the three-month period after the due date, ROK will have no other option but to undertake collection and enforcement efforts. If collection and enforcement efforts are undertaken by ROK, Client shall be liable for all costs thereof, including reasonable attorneys' fees. If Client is in arrears on any invoice, ROK may, upon giving notice, apply any deposit thereto and suspend, withhold or terminate further performance of Services until all arrearages are brought current.

G. TERM, SCOPE, AND TERMINATION

1. **Term** The term of this Agreement will commence on the Effective Date and, unless terminated pursuant to this section, shall remain in effect until the later of one (1) year after the Effective Date or (2) sixty (60) days

after completion of all rights and obligations by each Party under any SOW, so long as no other SOWs are outstanding.

2. **Change of Scope** ROK reserves the right to change the scope and content of any of the Services upon client amendment approval

3. **Termination** This Agreement, and any Services being performed hereunder, may be terminated immediately by either Party upon written notice:

   a. If the other Party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching Party if the breaching Party fails to cure such breach within such period;

   b. If the other Party: ceases, or threatens to cease to carry on business as a going concern; or becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or an event similar to any of the foregoing occurs under applicable law;

   c. If, except as provided below, either Party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this written agreement, any support agreement, or any SOW, without the prior written consent of the other Party, or in the event of a sale of all or substantially all of such Party's assets or transfer of a controlling interest in such Party to an unaffiliated third Party. Notwithstanding the foregoing: ROK reserves the right to subcontract Services to any affiliate or third-party organization to provide Services to Client, and ROK may assign this Agreement or all or any portion of its rights and obligations hereunder, to any affiliate of ROK; and/or

   d. If fees are not paid when due and payment has not been received within thirty (30) days after notice from ROK to Client of such past due payment, ROK may suspend or withhold the provision of Services until all amounts past due are paid in full, and/or immediately terminate this Agreement or any Services provided hereunder.

4. **Early Termination** Client's termination of this Agreement or any SOW prior to the expiration of the then-current term thereof (including, without limitation, by ceasing payments under the Agreement) shall result in each of the following:

   a. Client shall pay to ROK an "Early Termination Fee" in the amount of five thousand dollars ($5,000); and

   b. In addition to the foregoing Early Termination Fee, Client shall pay to ROK the greater of (i) the remaining fees due under the Agreement for the remainder of the then-current term, or (ii) an amount equal to the fees payable for one (1) full year of the Services, calculated based on the average monthly (or other periodic) fees paid by Client during the six (6) months immediately preceding the termination date (or, if Client has not yet paid for six months of Services, based on the initial monthly fee).

   c. In the event Client has prepaid any fees for Services beyond the date of termination, Client acknowledges and agrees that such prepaid fees shall be forfeited and are non-refundable.

   d. All amounts due under this Section shall be immediately due and payable upon the effective date of termination. ROK reserves the right to invoice Client for such amounts, and Client agrees to pay such invoice within fifteen (15) days of the invoice date.

5. **Effect of Termination**

   a. If, following termination of this Agreement, the Parties execute an SOW, then any such SOW will be governed by the terms and conditions of this Agreement notwithstanding the earlier termination of this

Agreement, unless and until the Parties execute a new MSA to govern the SOW.

b. Each of the Services provided hereunder will terminate immediately upon termination of this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, the Parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the Parties in writing.

c. Upon termination of this Agreement or any Services, Client shall pay ROK for all work ROK has performed up to the Effective Date of termination at the agreed upon prices, fees and expense reimbursement rates.

H. BACKUPS; DATA LOSS OR CORRUPTION

Data Loss or Corruption. ROK is not responsible for any loss, alteration, destruction, damage, or corruption of data resulting from Client's introduction of a virus or other corrupting force (a "**Virus**"). Any warranty or service contract does not cover infection of any Client application or system with such as a Virus. Any virus not expressly introduced by ROK shall be deemed a Virus introduced by Client. ROK may, at its discretion, bill Client for the Professional Services required to remove a Virus and restore the system.

I. Client RESPONSIBILITIES AND RESTRICTIONS

Tenant Responsibility for Certain Factors Affecting Uptime. The service commitment and hourly or uptime commitment do not apply to any unavailability, suspension or termination of an included Service, or any other included Service performance issues: (i) caused by factors outside of ROK's reasonable control, including any force majeure event or internet access or related problems beyond the demarcation point of the applicable included Service; (ii) that result from any actions or inactions of Client or any third party, including failure to acknowledge a recovery volume; (iii) that result from Client's equipment, software or other technology and/or third party equipment obtained by Client, software or other technology (other than third-party equipment within ROK's direct control); (iv) that result from Client or third-party (including Cloud provider) policies or protocols inherited by ROK; (v) relating to compliance with laws applicable to Client's industry that are not generally applicable to information technology service providers; or (vi) arising from ROK's suspension or termination of Client's right to use the applicable included Service in accordance with the Agreement. If availability is impacted by factors other than those listed herein or used in ROK's monthly uptime percentage calculation, then ROK may issue a service credit to Client at its exclusive discretion.

For each individual Virtual Machine Instance, ROK will use commercially reasonable efforts to make the Single Virtual Machine Instance available with an Instance-Level Uptime Percentage of at least 99.5%, in each case during any monthly billing cycle. In the event any Single Virtual Machine Instance does not meet the Instance-Level Uptime Percentage , Client will be eligible to receive a Service Credit as described below.

Instance Level Uptime Percentage	**Service Credit Percentage**
Less than 99.5% but equal to or greater than 99.0%	10%
Less than 99.0% but equal to or greater than 95.0%	30%
Less than 95.0%	100%

J. WARRANTY; DISCLAIMER AND LIMITATIONS

Services Warranty. With respect to Services performed by ROK, ROK warrants to Client, unless otherwise specified in writing, that the Services as and when delivered or rendered, will conform to the standard of care exhibited by reasonably skilled contractors in the industry (network systems integration). Client shall notify ROK in writing within ninety (90) days after provision of the Services in question if any of the Services fail to conform to the standard of care set forth in this Agreement. The passage of the thirty (30) day period after provision of the Services without the notification described herein shall constitute Client's final acceptance of the Services.

Third-Party Product Warranties. With respect to particular products manufactured or supplied by third parties to ROK for resale to Client, ROK MAKES NO WARRANTIES OF ANY KIND IN ADDITION TO OR EXCEEDING THE WARRANTY SUPPLIED OR OFFERED BY THE RESPECTIVE MANUFACTURER OR SUPPLIER, which shall be transferred or assigned to Client, if possible, and Client's recovery is limited to recovery against such manufacturer or supplier for breach of any applicable warranties of manufacturer or supplier. In the event of a claim by Client for breach of product warranty, ROK must follow the warranty policy established by the manufacturer. This policy may require return of the warranted item to the manufacturer for repair. At Client's request, ROK agrees to take all actions reasonably necessary or appropriate to secure Client's rights and to protect its interests under such third-party warranties. Work performed by ROK, not covered by product warranty, will be billed to Client at the applicable ROK rate.

Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. USE AND RELIANCE ON THE SERVICES ARE AT Client'S OWN RISK. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY RELATING TO THE SERVICES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE OR SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN ANY SOW, ROK EXPRESSLY DISCLAIMS ANY THAT USE OF OR ACCESS TO THE SERVICES WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, FREE OF DEFECTS, OR FREE OF TECHNICAL PROBLEMS.

Limitation of Liability. ROK'S LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER ANY WARRANTY, OR OTHERWISE, IS ABSOLUTELY LIMITED TO CORRECTION OF ANY NONCONFORMITIES IN ANY SERVICES, OR REFUND OF THE PURCHASE PRICE, OR REFUND OF SPECIFIC AMOUNTS PAID FOR PRODUCTS OR SERVICES WHICH FAIL TO CONFORM, AT ROK'S SOLE OPTION AND THE AGGREGATE AMOUNT THEREOF FOR ALL CLAIMS RELATING TO ANY PARTICULAR PRODUCT OR SERVICE SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO ROK UNDER THIS AGREEMENT FOR THE PARTICULAR PRODUCT OR SERVICES WHICH GIVE RISE TO THE CLAIM. EXCEPT FOR THEIR INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, GENERAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES (INCLUDING LOST PROFITS, LOST SAVINGS, LOSS OF DATA OR LOSS OF USE), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COULD HAVE REASONABLY FORESEEN SUCH DAMAGES, NOR FOR ANY CLAIMS ARISING FROM Client'S USE OR TRANSFER OF ANY SERVICES SOLD HEREUNDER. NO ACTION, REGARDLESS OF THE FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY Client MORE THAN ONE (1) YEAR AFTER THE OCCURRENCE OF THE EVENTS WHICH GAVE RISE TO THE CAUSE OF ACTION. THE PRICING OF ALL SERVICES AND THE TERMS AND CONDITIONS OF ALL SALES ARE BASED UPON THIS LIMITATION OF LIABILITY.

K. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year following the end of this Agreement, neither Party will (i) offer employment to any employee of the other Party; or (ii) attempt to directly or indirectly induce

any employee of the other Party to terminate his or her employment. In the event of a breach of this section, money or damages may not be an adequate remedy, and, therefore, in addition to any other legal or equitable remedies, each Party shall be entitled to seek an injunction against such breach. The obligations set forth in this section are independent covenants and shall survive termination of this Agreement. Notwithstanding the foregoing, each Party shall be free to offer employment to any employee or subcontractor that directly contacts such Party in response to general public advertisement of employment opportunities (including the use of employment agencies and recruiters).

L. DISPUTE RESOLUTION

Governing Law. This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of South Carolina, and shall be governed by and construed in accordance with the laws of the State of South Carolina without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either Party.

1. **Elective Arbitration.** Except to the extent not preempted by the federal arbitration act, 9 U.S.C. §1 et seq. (1970), any claim or controversy arising out of, or relating to, any provision of this contract, or the breach thereof, shall upon written demand of any Party, be settled by three (3) arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, to the extent consistent with the laws of the state of South Carolina and the Uniform Arbitration Act, S.C. Code §15-48-10, et seq. The location of the arbitration shall be the AAA facility in or nearest to Charleston, South Carolina, or such other venue as agreed upon in writing by the Parties. An election by any Party to arbitrate under this paragraph shall be binding on all other Parties and their heirs, successors, and assigns. The AAA fees shall be divided equally between the Parties unless otherwise determined by the arbitrators.
2. **Venue.** Subject to and without waiving the arbitration agreement in the preceding paragraph, the proper and exclusive venue for any judicial action between the Parties—including any remedies in aid of arbitration, such as a petition to compel arbitration or confirm an arbitration award—shall be the state and federal courts located in or nearest to Charleston, South Carolina. The Parties stipulate to and agree to waive any objection to the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.
3. **Legal Fees**. If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing Party in such proceeding shall be entitled to receive its reasonable attorneys' fees, expert witness fees, litigation costs (including arbitration fees and court fees), and any other relief it may be awarded.

M. CONFIDENTIALITY

Confidential Information. "**Confidential Information**" shall mean and include all of the proprietary, non-public information of either Party disclosed pursuant to or in furtherance of this Agreement including but not limited to all Technical Information as defined herein, information related to ROK fees, and any information relating to markets, customers, products, patents, inventions, procedures, methods, designs, object code, data, programs, improvements, training materials, workflows, and works of authorship. Notwithstanding the foregoing, "Confidential Information" shall not include any information, that the recipient can demonstrate through its records (i) was in its knowledge or possession prior to disclosure by the discloser, (ii) was in the public domain at the time of disclosure or subsequently entered the public domain through no fault of recipient, or (iii) was disclosed to recipient by a third party with the right to make such a disclosure.

1. **Duty of Nondisclosure.** It is expected that, appurtenant to this Agreement, each Party to this may disclose certain Confidential Information to the other Party. Each Party shall refrain from using or exploiting any Confidential Information of the other Party for any purposes or activities other than those specifically authorized in this Agreement. Each Party represents and warrants that it will hold Confidential Information in confidence and protect Confidential Information to the same extent and by the same means it uses to protect the confidentiality of its own proprietary or confidential information that it does not wish to disclose. Neither Party shall disclose or facilitate disclosure of Confidential Information of the other Party to anyone except its employees, independent contractors, or legal or tax advisors who are authorized according to this Agreement and who have a "need to know such information." Each Party shall ensure that the employees, independent contractors, or legal or tax advisors to whom the Confidential Information is disclosed comply with their obligations under this Agreement with respect to the Confidential Information.
2. **Survival.** Each Party's duty of confidentiality with respect to all Confidential Information it receives hereunder will survive termination of expiration of this Agreement and will be binding upon each Party's successors and assigns. Upon termination or expiration of this Agreement, all Confidential Information made available hereunder, including copies thereof, shall be returned to the disclosing Party or shall be certified as destroyed at the request of the disclosing Party. the Parties may disclose, or may have disclosed, to each other, both orally and in writing or in other tangible form, certain confidential information with respect to each Party's business, as well as the Services provided under this Agreement. The Parties hereby agree to keep such information and the terms of this Agreement confidential. The Parties shall not disclose to any other person (except for legal, tax and financial advisors) any information relating to this Agreement or its subject matter and shall treat as confidential all information and documents relating hereto.
3. **Disclosure to Subcontractors.** Notwithstanding any other provision of this Section, ROK shall be authorized to disclose Client's Confidential Information to subcontractors, contractors or employees of a ROK entity who have a legitimate business need to have access to such information. ROK shall be responsible for any breach of this Agreement caused by any of its subcontractors, employees or agents.
4. **Confidentiality of Agreement.** Neither Party may disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the Parties.

N. INTELLECTUAL PROPERTY

Pre-Existing IP. Each Party will retain the exclusive ownership of all of its pre-existing intellectual property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a Party prior to commencement of any Services hereunder, or that are otherwise developed by or for such Party outside the scope of this Agreement.

1. **ROK IP.** Except as otherwise expressly set forth in this Agreement or an applicable SOW, ROK owns and will continue to own all right, title, and interest in and to the Services, products, deliverables, data collection tools, reports, scripts, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology provided or developed by ROK (or a third party acting on ROK's behalf) pursuant to this Agreement, including modifications, enhancements, improvements or derivative works of any of the foregoing, regardless of

who first conceives or reduces to practice, and all intellectual property in any of the foregoing (collectively "**ROK IP**").

2. **Client IP.** As between Client and ROK, Client at all times retains all right, title and interest in and to all of Client's data and applications provided by Client to ROK hereunder, Client's pre-existing technology and all intellectual property that is developed by Client or by a third party on Client's behalf thereafter, other than ROK intellectual property.
3. **Third-Party Products.** Third party products will always be owned by the applicable third party and will be subject to any applicable third Party license terms.

O. INDEMNIFICATION

1. **Duty.** Each Party, on its own behalf, and on behalf of its respective third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitor**") will defend, indemnify, and hold harmless the other party and its third-party partners, affiliates, owners, directors, employees, agents, successors, and assigns (collectively, the "**Indemnitee**") from and against all claims, actions, losses, liability, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "**Claims**") arising from or related to: (i) any gross negligence or willful misconduct by Indemnitor; (ii) any breach of this Agreement by the Indemnitor; (iii) any violation or alleged violation by Indemnitor of any applicable foreign or domestic, federal, state or local statutes, laws, ordinances, rules and regulations or industry standards; and (iv) any violation or alleged violation by Indemnitor of the rights of any third party, including without limitation, intellectual property rights.
2. **Claim Procedure.** The Indemnitee will provide Indemnitor with prompt written notice of the Claim for which the Indemnitee intends to claim such indemnification, and Indemnitor shall have the right to participate in, and, to the extent the Indemnitor so desires, to assume sole control of the defense thereof with counsel selected by the Indemnitor; provided, however, and notwithstanding the foregoing, that the Indemnitee shall have the absolute right to retain their own counsel, with the fees and expenses to be paid by the Indemnitee. Indemnitor will have no authority to settle any Claim on the Indemnitee's behalf without the written consent of the Indemnitee. Nothing in this Section shall limit any other remedy of the parties. These obligations will survive any termination of the Agreement.

P. GENERAL PROVISIONS

Entire Understanding. This Agreement, along with all Exhibits and Appendices incorporated by reference herein, and all SOWs executed by the Parties pursuant to this Agreement, contains the entire understanding of the Parties with respect to the subject matter contained herein, and shall supersede all prior agreements and understandings, whether written or oral. There are no restrictions, promises, covenants, or understandings other than those expressly set forth herein, and no rights or duties on the part of either Party are to be implied or inferred beyond those expressly provided for. To the extent ROK is required to click to agree or accept any written terms of Client in order to provide the Services (e.g., accepting Client's website terms to access Client's designated environment), the Parties understand and agree that such act is the result of a technological requirement and is of no binding effect upon the Parties.

1. **Severance.** If any provision of this Agreement is held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining provisions shall not be affected by such holding. The Parties agree to negotiate and amend in good faith such provision in a manner consistent with the intentions of the Parties as expressed in the Agreement, if any invalid or unenforceable provision affects the consideration of either Party.
2. **Modifications and Additions.** No modifications or additions to the terms and conditions of this Agreement shall be binding unless in writing and signed by both Parties.

3. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign the terms or conditions of this Agreement to a third party, affiliated entity, or related division without the prior written consent of the other Party.
4. **Notices.** All notices provided in connection with this Agreement will be in writing and will be delivered by email and either (i) certified or registered mail, poPhase prepaid and return receipt requested or (ii) overnight delivery courier (e.g., FedEx) and will be deemed effective upon receipt by the authorized representative at the address set forth above in the preamble, or at such other addresses as the Parties may designate by written notice to each other.
5. **Force Majeure** – ROK may, without liability, suspend or delay performance or cancel this Agreement on account of force majeure or other circumstances beyond its control, including, but not limited to, strikes, acts of God, political unrest, embargo, failure of source of supply, or casualty.
6. **Waiver.** No waiver by either Party of any breach of this Agreement, no matter how long continuing or how often repeated, shall be deemed a waiver of any subsequent breach thereof, nor shall any delay or omission on the part of either Party to exercise any right, power, or privilege hereunder be deemed a waiver of such right, power, or privilege.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

ATTACHMENT "C"

REQUEST FOR QUALIFICATIONS

FOR THE DEVELOPMENT OF GIS MANAGED CLOUD SERVICES

Responses Due: Friday, May 6th, 2022 at 12:00 p.m.

Public Works Department
1201 W. 4th Street
Antioch, CA 94509
(925) 779-6950

INTRODUCTION AND PURPOSE

The City of Antioch (City) is requesting qualifications from system integrators and implementation partners that possess the ESRI product knowledge and demonstrated experience to provide cloud managing services.

The ideal vendor shall have experience successfully implementing and supporting public agencies who provide similar public services using ESRI products and asset management systems, while meeting the response requirements of the City of Antioch. The successful vendor shall be responsible for the migration, configuration, and ongoing maintenance and support of an ArcGIS Enterprise Cloud Environment. This includes security, system integrations, and all other components of a cloud environment.

The purpose of this request is to obtain qualifications from ESRI partners, consultants, and vendors, to evaluate their qualifications, and then to select the most qualified to provide the City with services to support an environment hosting ArcGIS Enterprise and roughly 100 users. This includes each component of ArcGIS Enterprise, which include ArcGIS Server, ArcGIS Enterprise Portal, ArcGIS Data Store, and ArcGIS Web Adaptor.

The deadline for submission of responses for this work is **no later than 12:00 p.m., Friday, May 6th, 2022.**

BACKGROUND, REQUIREMENTS, QUALIFICATIONS

The City is seeking a partner to provide back-end services within a deployed cloud environment. Our objective is to leverage a system from a firm most qualified to provide the following services:

- Provide a cloud environment for all geospatial data **and** applications
- Provide support for any system or software integrations to the cloud environment
- Utilize AWS with a demonstrated back up and retention policy spread across multiple regions
- Provide SQL backups and/or VM snapshots at demonstrated intervals
- Provide environment monitoring and emergency support
- Be a member of the ESRI Partner Network
- Be a part of the Amazon Web Services Partner Network (preferred)
- Be able to migrate content, features, and functionality from current AGOL environment

Content Migration, Integrations, and System Access

The City of Antioch has been using ArcGIS Online (AGOL) hosted by a vendor, with developed content and roughly 90 users. The contract with current vendor is expired and will not be renewed. In addition to the above requirements and qualifications, the City will also require migration of content from the City's existing ArcGIS Online environment.

In addition to the above requirements and qualifications, the City also requires environment/system access through an API, ESRI feature services, and/or map service REST endpoints (with option for security credentials). The City currently has integrations with or planned for the following systems:

- SeeClickFix CRM – Citizen Request Management
- CityWorks EAM – Enterprise Asset Management System
- IT Pipes – Pipe Inspection Management Software
- Incode 10 – Utility Billing and Account Management
- Energov – Enterprise Permitting & Licensing Software
- Mark43 – Record Management System and Computer Aided Dispatch
- Peregrine – Public Safety Data and Analysis Platform

The City may require integrations and/or access to other systems in the future, which any response submitted is required to accommodate in the same manner. The cloud environment must be both scalable and flexible for any additional system and/or future access needs.

FORMAT OF THE STATEMENT OF QUALIFICATIONS (SOQ)

The submittal is to be prepared in a bound 8 ½" x 11" format limited to approximately 15 pages, including brochures. Covers, dividers are not included in the page count. In addition, any information that needs to be returned should not be submitted. The Consultant is requested to include the following information in the SOQ. It is expected that the SOQs will follow the order listed below:

- Cover Letter
- Organization Chart for the Project Team
- Brief Information for Key Staff including education, directly related experience, description of their assignment on this project, and résumé
- Summary of the Company's Relative Experience and Performance
- Summary of Approach for Completing the Work
- Detailed Scope of Work of Activities Required
- Environment Diagram and Hardware Specifications
- Detailed Backup and Retention Policy
- Anticipated Project Schedule
- Current Fee Schedule
- Typical/current services pricing breakdown
- Proof of ESRI Partner Network membership
- List of contracts/agreements terminated for convenience or default within the past three years, if any.
- List any litigation that now affects or may affect in the future consultant firm's ability to perform.

- Confirm your firms' ability to meet contract & insurance requirements.

CONSULTANT SELECTION PROCESS

Enclosed is a copy of the City of Antioch's Consultant Services Agreement. By submitting a response for this work, a firm agrees to comply with all terms and conditions outlined in the agreement.

It is anticipated that from the responses submitted, City staff will be able to select the firm best suited to meet the City's needs. However, if that is not possible, the City will ask a "short list" of firms to meet with staff to discuss the project and the firm's response. The City will negotiate a professional services contract for the work after staff has worked through the selection process.

No compensation will be due to any firm for preparation of a written response or for meeting with staff after a "short list" has been determined.

The selected firm will receive a notice to proceed after the City Council has approved their contract.

CRITERIA FOR SELECTION

Responses will be reviewed based on the selection criteria below, and selection will be awarded to the highest scored after thorough evaluation of responses.

- Overall qualifications and ability to meet requirements – **25 points**
- Experience and success providing GIS Managed Cloud Services with other public agencies - **25 points**
- Feedback from customers and partners - **15 points**
- Ability to meet the City's requirements for ongoing customer support and emergency response **- 10 points**
- Ongoing and continued customer support in a partnership capacity - **10 points**
- Annual Subscription Cost - **10 points**
- Ability to exceed the City's required qualifications - **5 points**

Response Review, Scoring, and Schedule

A review committee will evaluate responses to this Request for Qualifications that meet all submittal and deadline requirements. Responses submitted that do not meet the submittal requirements or deadline will not be considered. Additionally, responses will be evaluated, ranked, and scored by:

Brandon Peters, GIS Coordinator
Gina Borelli, GIS Specialist
Jennifer Wilson, Network Administrator

The City may proceed with a master agreement with the top ranking firm. If the City and firm cannot reach agreement in negotiation, then the City will terminate negotiation and, at its option, negotiate with the next firm.

Date:	**Description:**
April 11th, 2022	Distribution of RFQ
May 6th, 2022	Statement of Qualifications Due
May 20th 2022	Notification of Short List Candidates
May 26th, 2022	Approximate date for interviews and demos

SUBMISSION INSTRUCTIONS

Three (3) bound, and one (1) electronic copy of the response **must be submitted no later than 12:00 p.m. on Friday, May 6th, 2022** to:

Brandon Peters
Public Works Department
City of Antioch
1201 W. 4th Street
Antioch, CA 94509

Interviews will be conducted if there is not an outstanding response and two or three firms are very close in evaluation points. Any questions regarding the above should be directed to Public Works Department at (925) 779-6950; or bpeters@antiochca.gov.

Encl: Consultant Services Agreement

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst II

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

SUBJECT: Consideration of Bids for the Pavement Plugs and Leveling Courses at Various Locations Project; P.W. 709-2

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- Rejecting the bid submitted by JV Lucas Paving, Inc. as nonresponsive;
- Awarding the construction agreement for the Pavement Plugs and Leveling Courses at Various Locations Project to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc.; and
- Approving an agreement with Consolidated Engineering, Inc. in the amount of $2,189,924 and authorizing the City Manager or designee to execute the Agreement in a form approved by the City Attorney.

FISCAL IMPACT

There is $2,377,108 Road Maintenance and Rehabilitation Account (RMRA) funding in the FY 2024/25 Capital Improvement and Operating Budgets which will provide for construction engineering and management, inspection, testing and contract administration of the Pavement Plugs and Leveling Courses at Various Locations Project.

DISCUSSION

On May 6, 2025, five (5) bids were received for the Pavement Plugs and Leveling Courses at Various Locations Project (Project). The apparent low bid was submitted by JV Lucas Paving, Inc. in the amount of $2,182,500.

The project consists of cold planing existing roadway sections, installing asphalt concrete plugs and leveling courses at various locations. Additional work includes adjusting utilities to grade, installing traffic striping, pavement markings and markers, traffic control, and water pollution control. The bid tabulation is shown on Attachment B.

N
Agenda Item #

The Contract Documents and Plans section within the Notice Inviting Bids of the project Special Provision states that all bidders must purchase a complete bid set of Contract Documents from BPXpress Reprographics in order to be considered responsive. JV Lucas Paving, Inc. did not purchase a complete bid set of Contact Documents from BPXpress Reprographics.

Due to JV Lucas Paving, Inc.'s failure to meet the requirement to purchase a complete bid set of Contract Documents from BPXpress Reprographics, staff recommends deeming JV Lucas Paving, Inc.'s bid as non-responsive and rejecting JV Lucas Paving, Inc.'s bid to this project. Staff recommends awarding a contract to the lowest, responsive bidder, Consolidated Engineering, Inc. in the amount of $2,189,924. Consolidated Engineering, Inc.'s bid has been checked and found to be without any errors or omissions.

ATTACHMENTS

A: Resolution
B: Bid Tabulation
C: Memo to City Council from City Attorney dated June 3, 2025

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REJECTING THE BID SUBMITTED BY JV LUCAS PAVING, INC., AWARDING THE PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS PROJECT AGREEMENT TO CONSOLIDATED ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT
P.W. 709-2

WHEREAS, the Pavement Plugs and Leveling Courses at Various Locations Project (Project) was published and advertised in the East County Times on March 24, 2025 and March 25, 2025 and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on May 6, 2025, five (5) bids were received for the Project;

WHEREAS, the City Council has considered rejecting the bid submitted by JV Lucas Paving, Inc. as non-responsive; and

WHEREAS, the City Council has considered awarding the Project construction agreement (Agreement) to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc. (CEI) for a total amount of $2,189,924.

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

- Rejects the bid submitted by JV Lucas Paving, Inc. as non-responsive;
- Awards the construction agreement for the Pavement Plugs and Leveling Courses at Various Locations Project to the lowest, responsive, and responsible bidder, Consolidated Engineering, Inc.; and
- Approves an agreement with Consolidated Engineering, Inc. in the amount of $2,189,924 and authorizing the City Manager or designee 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"

CITY OF ANTIOCH

TABULATION OF BIDS

JOB TITLE: Pavement Plugs and Leveling Courses at Various Locations (P.W. 709-2)

BIDS OPENED: May 6, 2025 ~ 2:00 p.m. City Council Chambers

	Engineer's Estimate	JV Lucas Paving, Inc. Martinez	Consolidated Engineering, Inc. Concord	MCK Services, Inc. Concord	Ghilotti Construction Co. Santa Rosa	Ghilotti Bros., Inc. San Rafael
TOTAL BID PRICE	$2,300,000.00	$2,182,500.00	$2,189,924.00	$2,199,400.00	$2,390,000.00	$2,493,000.00

LIST OF SUBCONTRACTORS

JV Lucas Paving, Inc.	*Consolidated Engineering*	*MCK Services, Inc.*	*Ghilotti Construction Company*	*Ghilotti Bros., Inc.*
21% Roadway UA 3.6% Chrisp Co. 2% Pacific Northwest Oil	Striping Chrisp Company Milling Pavement Recycling Systems Raise Iron Johnson Construction Traffic Control City Rise Traffic Control Tack Oil Pacific Northwest Oil	Utility Adjustments JCC Striping Chrisp Company	Adjust Iron D'2 General Engineering Striping Chrisp Company Tack Oil Reed & Graham Inc. AC Grinding Anrak Corporation	Striping Chrisp Company Adjust Utilities JCC

CITY OF
ANTIOCH
CALIFORNIA
Office of the City Attorney

(925) 779-7015
cityattorney@antiochca.gov
200 H Street, Antioch CA 94509

ATTACHMENT "C"

MEMORANDUM

DATE: June 3, 2025

TO: Mayor and City Council Members

FROM: Derek Cole, Interim City Attorney

RE: Pavement Plugs and Leveling Courses (Item Continued from May 20, 2025 City Council meeting) – Interpretation of Bidding Notice

This memorandum addresses an issue raised during the City Council's consideration on May 20, 2025 of a procurement for pavement plugs and leveling courses. During its consideration, the Council heard arguments that the provision of the notice to bidders for this procurement was ambiguous. The apparent low bidder, which was found non-responsive based on its noncompliance with this provision, objected to the determination of non-responsiveness.

This office has reviewed the provision of the bidding documents at issue. It opines that staff correctly determined the apparent low bidder was nonresponsive.

The provision of the notice to at issue stated:

> "Contract Documents and Plans - Attention is directed to the Contract Documents for complete details and bid requirements. Copies of the Contact Documents may be obtained by logging on www.antiochplanroom.com or by calling BPXpress Reprographics at (707) 745-3593. These documents may be obtained at a set price of $150.00, plus shipping and handling, and is non-refundable. All bidders must purchase a complete bid set of Contact Documents from BPXpress Reprographics *in order to be considered responsive and to receive addenda notifications*." (Emphasis added.)

The emphasized language is key. It plainly states that bidders were required to purchase a complete bid set of contract documents "in order to" be "responsive." The referenced

sentence also confirms bidders were required to purchase a set of plans *before* submitting bids. Otherwise, bidders could not have this received addenda notifications, which they could only have received pre-submission.

During your previous council meeting, the apparent low bidder focused on phrases within the first and second sentences of the above language. First, it notes the provision states that copies of contract documents "may" be obtained. But the bidder ignores the text that follows, which clarifies that the conditional "may" referred to by visiting a web URL *or* calling the City's vendor. The "may" thus referred to the different options for *how* the bidder could acquire the plans, not whether the plans were required in the first place.

Similarly, the bidder notes the second sentence indicates documents "may be obtained," but again ignores the ensuing text. This text indicates the price at which the plans could be purchased. The use of "may" was again intended to indicate how the plans could be purchased by indicating the price and terms of the plan purchase.

Effectively, the bidder reads the references to "may" out of context with the entire provision, the last sentence of which is unambiguous in specifying plans must be purchased. No reasonable reading of the provision in its entirety would have led a reasonable reader to conclude the purchase of contract documents was permissive or something that could occur after bid submission.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Desmond Bittner, Police Captain

APPROVED BY: Joseph Vigil, Chief of Police

SUBJECT: Resolution Approving a Consulting Services Agreement with Cole Pro Media in an Amount Not to Exceed $96,000

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution approving a Consulting Services Agreement with Cole Pro Media in an Amount not to Exceed $96,000 for a term ending June 30, 2026, and authorizing the City Manager to execute the Consulting Services Agreement in a form approved by the City Attorney.

FISCAL IMPACT

This expenditure is included in the General Fund's Police Department draft fiscal year 2025/2026 budget.

DISCUSSION

In alignment with the City of Antioch's goals to enhance comprehensive public engagement and ensure inclusive stakeholder input, a Request for Proposals (RFP #961-0502-25) was issued. The intent of the RFP was to solicit proposals from qualified consultants or firms to assist with developing and implementing a comprehensive community engagement strategy for the City and Police Department.

- The scope of work outlined in the RFP included but was not limited to: Development and Execution of Public Engagement Strategies: Design and implement comprehensive public engagement strategies that foster trust and transparency, utilizing both in-person and digital approaches tailored to meet diverse community needs. This includes a written communications plan.
- Social Media Strategy and Support: Develop and guide the effective use of social media platforms to enhance real-time communication, increase outreach, and facilitate community dialogue.
- Recommendations on Engagement Tools and Platforms: Identify and recommend best-in-class tools, platforms, and technologies that promote timely, accessible, and interactive communication with the public.

O
Agenda Item #

- Media Relations and Messaging Support: Provide training and advisory services on effective media relations, message development, and storytelling that align with the City and Police Department's goals and values.
- Staff Training and Capacity Building: Deliver targeted training and coaching to the City's Public Information Officer (PIO), designated police personnel, and other staff to strengthen internal communications capacity and build confidence in public-facing roles.
- Crisis Communications Guidance: Offer strategic advice and messaging support during high-profile, sensitive, or crisis situations, ensuring that communications are timely, coordinated, and aligned with community expectations.
- ▪ On-Site Engagement: Conduct in-person meetings and training sessions with staff at least once every two months to reinforce skills, assess progress, and address evolving needs.
- ▪ Ongoing Availability and Support: Be accessible to designated staff seven days a week to respond to questions, review and edit press releases, and provide timely feedback on communication materials and strategies.

The RFP was publicly posted and after closing, in accordance with the City of Antioch Procurement procedures. Three proposals were submitted and reviewed by Police Department staff. After review of all proposals submitted, Cole Pro Media was selected to deliver these services based on their personnel qualifications, and demonstrated knowledge and experience, as described in the Scope of Services section of the request for proposal.

ATTACHMENT

A. Resolution
B. Cole Pro Media, Scope of Work

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A CONSULTING SERVICES AGREEMENT WITH COLE PRO MEDIA IN AN AMOUNT NOT TO EXCEED $96,000, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONSULTANT SERVICES AGREEMENT.

WHEREAS, the public engagement and advising services consulting agreement will assist in enhancing comprehensive public engagement and ensure inclusive stakeholder input, developing and implementing a comprehensive community engagement strategy for the City and Police Department; and

WHEREAS, the consulting services agreement will further develop and guide the effective use of social media platforms to enhance real-time communication, increase outreach, and facilitate community dialogue; and

WHEREAS, the consulting services agreement will offer strategic advice and messaging support during high-profile, sensitive, or crisis situations, ensuring that communications are timely, coordinated, and aligned with community expectations; and

WHEREAS, a request for proposals was publicly posted and after closing; in accordance with the City of Antioch Procurement procedures, Cole Pro Media was selected to deliver these services based upon their personnel qualifications, and demonstrated knowledge and experience, as described in the Scope of Services section of the request for proposal.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves a Consulting Services Agreement with Cole Pro Media in an Amount not to Exceed $96,000 for a term ending June 30, 2026, and authorizes the City Manager to execute the Consulting Services 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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND COLE PRO MEDIA

THIS AGREEMENT (**"Agreement"**) is made and entered into this 25th day of June, 2025 (**"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 Cole Pro Media with its principle place of business at 6278 N Federal Hwy #9, Fort Lauderdale, FL (**"Consultant"**) as of April, 2024. 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 th4.1is 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 June 30,2026, 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 $96,000, 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, 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, monthly in the amount of $8,000, 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.

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

2.3 **Total Payment.** City shall pay for the Services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering Services pursuant to this Agreement, 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 on an hourly basis shall not exceed the amounts shown on the fee schedule in Exhibit B.

2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed $0 (no reimbursable expenses). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:
None

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. The required insurance limits may be met if an umbrella insurance provision explicitly supplements both the CGL and general aggregate limits to reach the

required threshold. 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 Captain Desmond Bittner ("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:

Cole Pro Media
6278 N Federal Hwy #9
Fort Lauderdale, FL

Any written notice to City shall be sent to:

Antioch Police Department
300 L Street
Antioch, CA 94531-5007
Attn: Captain Desmond Bittner

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:	**CONSULTANT:**
CITY OF ANTIOCH	Cole Pro Media
_____	By:_____
Bessie Marie Scott City Manager	Name:_____

Title:_____

Attest:

_____
Melissa Rhodes
City Clerk

Approved as to Form:

_____
Derek Cole
Interim City Attorney

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

EXHIBIT A
SCOPE OF WORK

At Cole Pro Media, our team brings extensive expertise as on-camera journalists and crisis communication specialists. We have more than 80 years of television news experience, which we've leveraged over the past eleven years to support law enforcement and government agencies in building strong, transparent communication platforms. We currently provide Transparency Engagement Advising Services to more than 50 clients nationwide, including cities, counties, police departments, sheriff's offices, and district attorneys' offices. Our clients represent diverse communities with populations ranging from 10,000 to 1.5 million residents. More than half of these clients are located in California, giving us a unique and informed perspective on the regional challenges, public expectations, and legal considerations that local governments must navigate. It has been our privilege to serve the City of Antioch in this capacity for over a year. During this time, we have worked closely with city leadership to improve community trust through clear, timely, and transparent communication. Our work goes beyond advising, we are deeply invested in training and preparing city staff, helping them develop the skills and confidence needed to effectively engage with the public, especially during high-profile or sensitive events. Because we work with so many public agencies across the country, we have a broad understanding of government communication strategies, what works and what doesn't, and how to tailor messaging for maximum effectiveness. This national perspective allows us to identify proven best practices and adapt them to fit each community's specific needs, ensuring our clients stay ahead in an increasingly complex media environment. Our firm specializes in crafting communication plans around difficult and sensitive topics, with a strong emphasis on transparency, accountability, and public interest. In addition to direct advising, we frequently provide training to public agency staff and are honored to be invited as instructors by professional associations such as the California Police Chiefs Association, Florida Sheriffs Association, Wyoming Chiefs and Sheriffs Association, Minnesota Sheriffs Association, Major Cities Chiefs Association, and the California District Attorneys Association.

Cole Pro Media understands the need for a robust, responsive, and results-driven approach to managing transparency and public engagement services. To ensure we meet the City's evolving needs, our advisors are available 24 hours a day, seven days a week (including holidays), and can be reached by phone, text, or email for timely support with any urgent communication matters. Our methodology centers on proactive planning, responsive advising, staff development, and continuous collaboration. Your assigned Transparency Engagement Advisor will work closely with city staff to assess current needs, develop goals, and implement best practices in alignment with the scope of services. We will lead the development of a comprehensive 12-month communications plan tailored specifically for the City of Antioch. This plan will outline quarterly objectives and address both internal and external communication priorities, including crisis response protocols, employee training, transparency initiatives, and social media strategy. To support successful implementation, we will utilize a combination of tools—such as monthly Zoom meetings, shared editorial calendars, analytics dashboards, and on-call consulting—to monitor performance, review trends, and adjust strategies as necessary. We also offer onsite training sessions as needed to ensure city staff are confident and well-equipped to manage communications in real-time and under pressure. Throughout the year, we will ensure that the City maintains clear, timely, and effective messaging—especially during

high-profile or sensitive incidents. Confidentiality remains paramount; our service agreements and employee policy manual include strong confidentiality clauses to protect sensitive information and reinforce the trust our clients place in us.

EXHIBIT B
PAYMENT SCHEDULE

Cole Pro Media's set total monthly cost for services will be $8,000. This set fee includes all anticipated expenses, and work included in the scope of services, including travel, and materials. Our team will generate a monthly invoice that we will send to the city on or about the 15th of each month.

COLE PRO
MEDIA

Response to Request for Proposal
for Public Engagement and Advising Services
for the City of Antioch, California
#961-0502-25

May 1, 2025

The City of Antioch
200 H Street
Antioch, CA 94509

RE: RFP for Public Engagement and Advising Services

To Whom It May Concern:

Our response to your Request for Proposal for Public Engagement and Advising Services is attached. We have proudly provided these services to your city since February 2024 and have enjoyed a strong, collaborative relationship throughout.

We are excited about the opportunity to continue serving as your transparency and engagement advisors. Our team is uniquely qualified for this work, supporting over 50 city and county jurisdictions across the United States, including over half in California. This experience gives us a deep understanding of the statewide environment, as well as the unique challenges that the City of Antioch has faced in recent years.

We recognize the importance of a clear, concise, and transparent communication strategy to help you effectively engage your community. My team and I are available 24/7 to support your department's community engagement efforts.

Please don't hesitate to contact me if you have any questions or need further information.

Warmly,

Laura Cole

Laura Cole
President
Cole Pro Media, Corp.
(925) 787-9121

Previous Experience

At Cole Pro Media, our team brings extensive expertise as on-camera journalists and crisis communication specialists. We have more than 80 years of television news experience, which we've leveraged over the past eleven years to support law enforcement and government agencies in building strong, transparent communication platforms.

We currently provide Transparency Engagement Advising Services to more than 50 clients nationwide, including cities, counties, police departments, sheriff's offices, and district attorneys' offices. Our clients represent diverse communities with populations ranging from 10,000 to 1.5 million residents. More than half of these clients are located in California, giving us a unique and informed perspective on the regional challenges, public expectations, and legal considerations that local governments must navigate.

It has been our privilege to serve the City of Antioch in this capacity for over a year. During this time, we have worked closely with city leadership to improve community trust through clear, timely, and transparent communication. Our work goes beyond advising, we are deeply invested in training and preparing city staff, helping them develop the skills and confidence needed to effectively engage with the public, especially during high-profile or sensitive events.

Because we work with so many public agencies across the country, we have a broad understanding of government communication strategies, what works and what doesn't, and how to tailor messaging for maximum effectiveness. This national perspective allows us to identify proven best practices and adapt them to fit each community's specific needs, ensuring our clients stay ahead in an increasingly complex media environment.

Our firm specializes in crafting communication plans around difficult and sensitive topics, with a strong emphasis on transparency, accountability, and public interest. In addition to direct advising, we frequently provide training to public agency staff and are honored to be invited as instructors by professional associations such as the California Police Chiefs Association, Florida Sheriffs Association, Wyoming Chiefs and Sheriffs Association, Minnesota Sheriffs Association, Major Cities Chiefs Association, and the California District Attorneys Association.

Staffing and Qualifications

Stefanie Cruz will continue to serve as the City of Antioch's primary transparency engagement advisor. With over twenty years of journalism and communications experience, she has worked as a news anchor and reporter covering major stories across the country. Her outstanding reporting has earned her multiple Emmy nominations.

In addition to Stefanie Cruz, several other key personnel at Cole Pro Media are available to lend their experience and expertise to support the City of Antioch's transparency and communication efforts. These professionals bring decades of combined experience in journalism, crisis communication, public relations, and law enforcement. Their collective backgrounds enable our

team to provide practical, timely, and high-impact guidance tailored to the unique needs of government agencies.

Laura Cole – President and Founder
Laura Cole leads Cole Pro Media with a commitment to transparency and community trust. A former national and local news reporter, including service as a White House Correspondent, she brings extensive media experience to her role. Laura specializes in crisis communication and has presented her philosophy at events such as the California Police Chiefs Association and the International Association of Chiefs of Police.

Ken Pritchett – Vice President and Lead Transparency Advisor
Ken Pritchett offers over 20 years of television news experience, having worked as an anchor and reporter covering state and national politics. He has received accolades including an Emmy, multiple AP awards, and a Peabody award. Ken now focuses on assisting law enforcement with crisis communications and social media messaging.

Mark Donaldson – Chief Operations Officer
With a distinguished 27-year career in law enforcement, Mark Donaldson brings extensive supervisory and command-level experience. As a former Public Information Officer, he developed his organization's first social media team. Mark has presented on law enforcement communication strategies at various associations, including the California Police Chiefs' Association.

Joe Vazquez – Transparency Engagement Advisor
Joe Vazquez brings over 30 years of television news experience, having worked as a reporter, anchor, and assignment editor. A national Emmy award winner for breaking news, he has covered major stories in the Bay Area, including the COVID-19 pandemic. Joe mentors young journalists through the National Association of Hispanic Journalists, focusing on on-camera coaching.

Randee Deason – Transparency Engagement Advisor
With more than 30 years in news media, Randee Deason has worked in TV newsrooms across the country. He has received several Emmys, the Edward R. Murrow award, and the Peabody award. As a photojournalist, Randee emphasizes using video storytelling to promote transparency and inform communities.

Avery Essick – Transparency Engagement Advisor
Avery Essick offers experience in social media management for non-profits and political campaigns. She graduated with honors from Boise State University with a degree in Communications and Political Science. Growing up in a law enforcement household, Avery is passionate about fostering trust between agencies and their communities.

For a comprehensive overview of our team and services, please visit our website: https://colepromedia.com/our-team/.

Proposed Approach and Timeline

Cole Pro Media understands the need for a robust, responsive, and results-driven approach to managing transparency and public engagement services. To ensure we meet the City's evolving needs, our advisors are available 24 hours a day, seven days a week (including holidays), and can be reached by phone, text, or email for timely support with any urgent communication matters.

Our methodology centers on proactive planning, responsive advising, staff development, and continuous collaboration. Your assigned Transparency Engagement Advisor will work closely with city staff to assess current needs, develop goals, and implement best practices in alignment with the scope of services. We will lead the development of a comprehensive 12-month communications plan tailored specifically for the City of Antioch. This plan will outline quarterly objectives and address both internal and external communication priorities, including crisis response protocols, employee training, transparency initiatives, and social media strategy.

To support successful implementation, we will utilize a combination of tools—such as monthly Zoom meetings, shared editorial calendars, analytics dashboards, and on-call consulting—to monitor performance, review trends, and adjust strategies as necessary. We also offer onsite training sessions as needed to ensure city staff are confident and well-equipped to manage communications in real-time and under pressure.

Throughout the year, we will ensure that the City maintains clear, timely, and effective messaging—especially during high-profile or sensitive incidents. Confidentiality remains paramount; our service agreements and employee policy manual include strong confidentiality clauses to protect sensitive information and reinforce the trust our clients place in us.

Fee Proposal

Cole Pro Media's set total monthly cost for services will be $8,000. This set fee includes all anticapte expenses, and work included in the scope of servies, including travel, and materials. Our team will generate a monthly invoice that we will send to the city on or about the 15th of each month.

References

Los Alamitos, CA City of. Contact: Director of Communications Windmera Quintanar
(562) 431-3538 Ext.220
San Pablo, CA Police Department. Contact: Chief Brian Bubar (510) 215-3107

Agreement to Professional Services Contract

Cole Pro Media has reviewed the City's standard Professional Services Agreement and agrees to its terms, as we did when we entered into the agreement last year.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ana Cortez, Human Resources Director AEC

APPROVED BY: Bessie Marie Scott, City Manager

SUBJECT: Presentation on Vacancy Rates and Recruitment and Retention Efforts, Pursuant to California Assembly Bill 2561 (AB 2561)

RECOMMENDED ACTION

It is recommended that the City Council receive the presentation on the City's vacancy rates, recruitment efforts, and employee retention strategies, as required by Assembly Bill 2561.

FISCAL IMPACT

There is no fiscal impact. This presentation is informational only.

DISCUSSION

Assembly Bill 2561 (AB 2561), effective January 1, 2025, requires public agencies to annually report their full-time position vacancy rates, recruitment efforts, and employee retention strategies. The legislation includes three key provisions:

1. Annual Public Hearing -

   Agencies must present the status of job vacancies, recruitment, and retention strategies at a public hearing before the governing body at least once per fiscal year and prior to budget adoption.

2. Bargaining Unit Participation -

   Recognized employee bargaining units may present at the hearing regarding positions within their respective units.

3. Additional Reporting Requirements –

If a bargaining unit's vacancy rate exceeds 20% of its authorized full-time positions, and upon request of the unit, the City must provide the following at the hearing:

- Total number of vacancies
- Number of applicants
- Average time to fill positions
- Opportunities to improve compensation and working conditions

The City of Antioch has seven recognized bargaining units representing 423[1] authorized full-time positions. At the beginning of calendar year 2024, the City had 411 authorized positions, with 316 filled and 95 vacant. Effective July 1, 2024, 12 new positions were added, increasing the total to 423.

In calendar year 2024:

- 93 positions were filled
- 54 positions were vacated

Notably, key leadership roles, including the City Manager and Assistant City Manager, were filled. A significant focus was placed on rebuilding sworn police staffing levels in response to previous attrition in the Antioch Police Department.

Recruitment Efforts

The City has implemented a variety of strategies to attract qualified candidates across departments, including:

- Continuous job postings for critical positions
- Streamlined hiring processes for public safety roles
- Use of third-party recruitment services for executive level and hard-to-fill positions
- Expanded outreach via professional networks, job boards, and social media
- Attendance at job fairs and recruitment events

Retention Efforts

To retain talent and reduce turnover, the City has:

- Enhanced onboarding processes to improve early employee experience
- Focus on Employee Wellness events

[1] Elected Officials (7) included in count. Four (4) positions in the Public Safety and Community Resources Department were authorized but not created.

Vacancy Summary by Bargaining Unit:

Bargaining Unit	Members	Vacancy Rate
Antioch Police Officers' Association	136	24%
Antioch Police Sworn Management Assoc.	8	38%
Operating Engineers Local No. 3	85	19%
Confidential	28	19%
Management	56	20%
Antioch Public Works Employee Association	80	7.5%
Treatment Plant Employees Association	19	16%

Out of the seven bargaining units, four reported vacancy rates below 20%. The following three units met or exceeded the 20% threshold:

- Management
- Antioch Police Officers' Association
- Antioch Police Sworn Management Association

These units may be subject to additional reporting requirements under AB 2561, if requested by the respective bargaining unit. Although the City provided the opportunity to request additional information, none of the three bargaining units that exceeded the threshold submitted a request.

This presentation fulfills the City's annual obligation under AB 2561. The City remains committed to addressing vacancies, with continued emphasis on hiring for critical functions such as law enforcement and executive management to ensure an effective delivery service.

ATTACHMENTS

A. PowerPoint Presentation

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

City of Antioch - Assembly Bill 2561 Vacancy Rates Reporting

June 10, 2025

Assembly Bill (AB) 2561 Background and Requirements

- AB 2561 was signed into law on September 22, 2024, and added to the California Government Code section 3502.3
- AB 2561 requires public agencies assess and address vacancy rates annually
- Public agencies must present the status of job vacancies, recruitment and retention efforts at a public hearing prior to the adoption of a final budget for the fiscal year

Assembly Bill (AB) 2561 Background and Requirements (cont.)

- AB 2561 became effective January 1, 2025
- Bargaining Units are allowed to participate at the public hearing
- Upon request, additional data required if vacancies exceed 20% in a bargaining unit
  - Total number of vacancies in the unit
  - Number of applicants
  - Average number of days to fill the positions
  - Opportunities to improve compensation and working conditions for affected employees

Staffing Overview

January 1 – December 31, 2024	
Hired	93
New Positions	12
Separations	54

Key Recruitment Highlights

Filled critical leadership roles:

- City Manager
- Assistant City Manager

Major focus on rebuilding the Antioch Police Department

- Added 18 sworn peace officers all levels *

** 25 total hired – 7 separations = 18 net*

City of Antioch Bargaining Units

Bargaining Unit	Members	Vacancy Rate
Antioch Police Officers Association (APOA)	136	24%
Antioch Police Sworn Management Association (APSMA)	8	38%
Operating Engineers Local Union 3 (OE3)	85	19%
Confidential	28	19%
Management	56	20%
Antioch Public Works Employee Association (APWEA)	80	7.5%
Treatment Plant Employees Association (TPEA)	19	16%

Reporting Threshold

Bargaining units that met or exceeded 20%:

- Management
- APOA
- APSMA

No request for additional information from these groups were received

Commitment Moving Forward

- Ongoing recruitment efforts
- Evaluate and implement strategies to improve retention
- Continued transparency and compliance with AB 2561

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

Questions?

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

SUBMITTED BY: Kevin Valente, Contract Planner, Raney Planning & Management, Inc.

REVIEWED BY: Kevin Scudero, Principal Planner KS

APPROVED BY: David A. Storer, AICP, Interim Community Development Director ***DAS***

SUBJECT: The Ranch Project - Phase II (PD2023-0003, UP2025-0007, DR2025-0017)

RECOMMENDED ACTION

The Planning Commission recommends that the City Council adopt a resolution approving a Vesting Tentative Subdivision Map, Use Permit, and Design Review for Phase II of The Ranch Project.

FISCAL IMPACT

A Fiscal Impact Analysis (Attachment D) was prepared for The Ranch Project as approved in 2020. The proposed Phase II development is consistent with what was previously approved which would result in a surplus of revenue annually. In addition, the project applicant is required to participate in a Community Facilities District (CFD) for fire and police services.

DISCUSSION

Project Overview/Requested Approvals

The applicant, Richland Planned Communities, Inc. is requesting approval of Phase II of The Ranch Project, consisting of 213 residential lots, parkland, open space, landscaping, and an internal roadway network. Necessary entitlements from the City of Antioch include the following:

1. *Vesting Tentative Subdivision Map.* The proposed project requires approval of a Vesting Tentative Subdivision Map to allow for the division of Phase II area into 213 Low-Density-Conventional (LD-3) residential lots, 13.0 acres of parkland, 11.5 acres of open space, 2.3 acres of landscaping, and 12.4 acres of an internal roadway network.

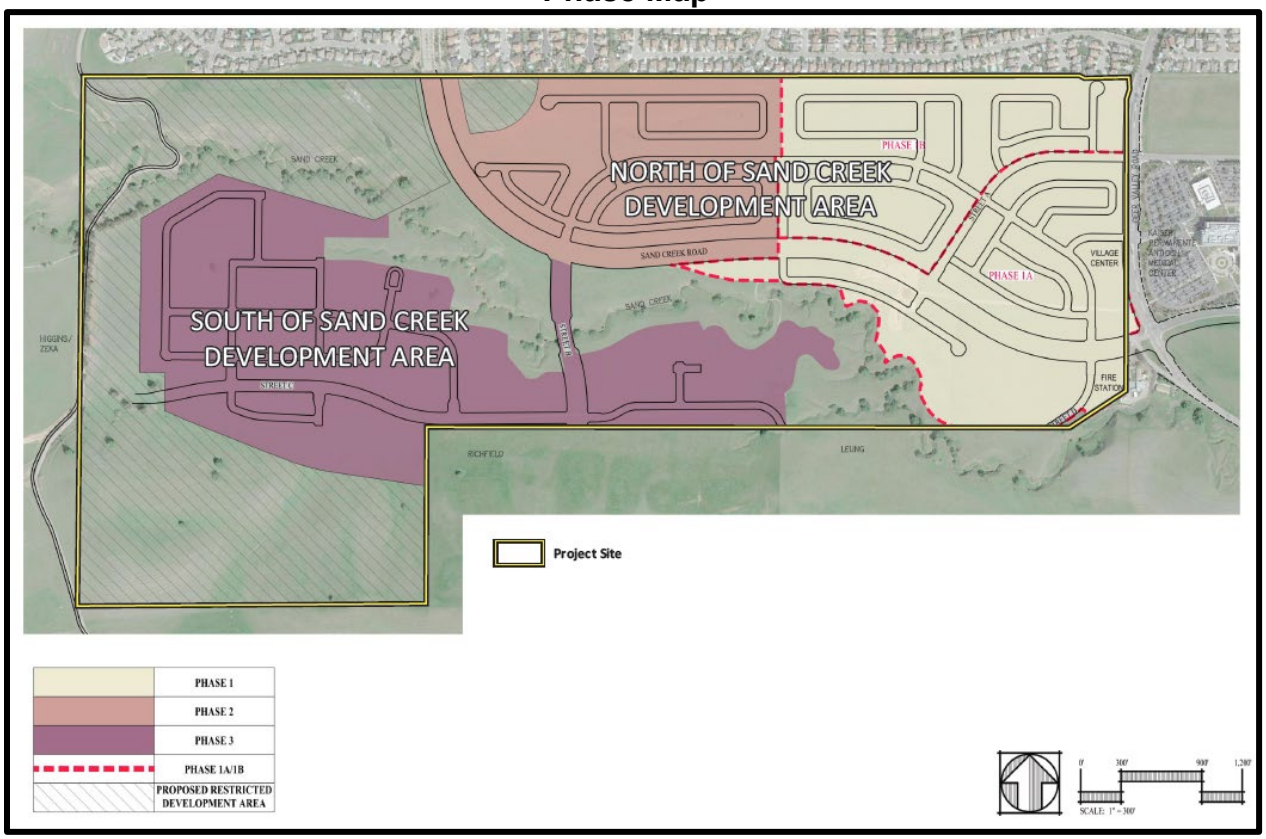
2. *Use Permit.* The project requires the approval of a Use Permit to allow for the development of the proposed uses within the Phase II area of The Ranch Project site.

3. *Design Review.* The proposed project requires Design Review for preliminary landscape plans within the Phase II area of The Ranch Project site.

The project site is located within the Sand Creek Focus Area of the General Plan, which contains lands designated by the Antioch General Plan for open space, residential, commercial, and mixed-use development. The project site is surrounded by a single-family residential subdivision to the north, undeveloped land to the south, Deer Valley Road and Kaiser Permanente Antioch Medical Center to the east, and undeveloped land to the west. Below see an overall location map followed by a map identifying the phases for The Ranch Project.

Location Map

Phase Map



<u>Environmental</u>
An Environmental Impact Report (EIR) was prepared for The Ranch project in accordance with the California Environmental Quality Act (CEQA). A Notice of Preparation (NOP) for the Draft EIR was released for a 30-day review from June 11, 2019 to July 11, 2019. In addition, a public scoping meeting was held on June 19, 2019 to solicit public comments regarding the scope of the Draft EIR. A Notice of Availability (NOA) of the Draft EIR was distributed and the Draft EIR was sent to the State Clearinghouse for distribution on March 20, 2020 for the 45-day public review period. The Environmental Impact Report (EIR) was certified by the City Council on July 28, 2020 (SCH No. 2019060012). The 2020 EIR analyzed development of Phase I, Phase II, and Phase III of The Ranch Project, which would consist of 1,177 residential units over 253.5 acres on a 551.5 acre site, including LD residential units, Medium Density (MD) residential units, and Age Restricted (AR) residential units; a 5.0-acre Village Center consisting of commercial, office, and retail space; 3.0 acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.5 acres of public parks and landscaped areas; 229.5 acres of open space including trails; and 38.0 acres of roadway improvements, and recommends mitigation measures to reduce impacts to the maximum extent feasible.

The EIR concluded that the project would contribute to a significant and unavoidable impact to the following areas:

- Aesthetics: project and cumulatively substantially degrade the existing visual character or quality of public views of the site and its surroundings;

- Air quality: conflict with or obstruct implementation of the applicable air quality plan, cumulatively considerable net increase of a criteria pollutant, and cumulative toxic air contaminant impact;
- Greenhouse gas emissions: generate direct and indirect greenhouse gas emissions; and
- Transportation: conflict with a program plan, ordinance or policy of the circulation system under existing plus project, near-term, and cumulative traffic conditions, as well as being inconsistent with CEQA Guidelines Section 15064.3(b).

Findings of fact for the EIR, and a statement of overriding considerations were also included in the certification of the EIR. In addition, a Mitigation Monitoring and Reporting Program was prepared and adopted.

Copies of The Ranch Project EIR were made available for review Monday through Friday, at the City of Antioch Community Development Department, between the hours of 8:00 AM and 5:00 PM. The EIR was also available online at: https://www.antiochca.gov/community-development-department/planning-division/environmental-documents/.

A Consistency Checklist was prepared by staff to ensure that the development of Phase II of The Ranch Project is consistent with the project analyzed in the certified 2020 EIR (Attachment G). The Consistency Checklist determined that the development of Phase II of The Ranch Project would not result in any new or significant impacts beyond what was previously analyzed in the certified 2020 EIR, and therefore, would not require additional environmental review pursuant to CEQA Guidelines Section 15162. In addition, development of the Phase II area is required to comply with all applicable mitigation measures from the previously certified 2020 EIR.

Background

The southern area of the City of Antioch is largely known as the Sand Creek Focus Area and includes a diverse mix of land uses, including open space, residential, general commercial, retail, office, medical, recreation, school, and public uses. All parcels surrounding the project site are within the voter-approved Urban Limit Line (ULL).

The applicant for The Ranch Project submitted its first preliminary development plan (PDP) in fall of 2015 for the construction of a master plan containing 1,667 residential dwelling units, including hillside estates, a number of parks, a commercial area, and the 2.00-acre fire station site. At an early Planning Commission workshop on the PDP, numerous residents opposed the project as being too dense and too impactful on hillsides and traffic. Local citizens and an environmental group led the charge to try to significantly reduce the size of the original project proposal. A year later, in response to insights shared by Planning Commissioners and the public, the applicant submitted a second PDP reducing the unit count to a maximum of 1,307, including optional senior housing in the plan area to help reduce impacts to noise, air and traffic, as well as a reduced number of units to be constructed on the hillsides. The revised plan was better received by the Planning Commission and the project applicant proceeded to submit a formal application

in June 2017. The City commenced environmental review of the project and released a Draft Environmental Impact Report (EIR) in March 2018 for public review and comment.

However, in February 2018, a local environmental group filed a Notice of Intent to circulate an initiative petition known as the "Let Antioch Voters Decide Initiative: The Sand Creek Area Protection Initiative" ("Let Antioch Voters Decide Initiative"). Subsequently, in April 2018, a citizen's initiative known as the "West Sand Creek Open Space Protection, Public Safety Enhancement, and Development Restriction Initiative" ("West Sand Creek Initiative") was also submitted. Both initiatives covered the same approximately 1,852-acre portion of the Sand Creek Focus Area west of Deer Valley Road, which includes the project site and other parcels. Both initiatives obtained the requisite number of voter signatures to qualify for the ballot, and both initiatives were submitted to the City Council on July 24, 2018, for the Council's consideration pursuant to Elections Code, Section 9215. After careful consideration, the Council unanimously voted to adopt the West Sand Creek Initiative and requested a 9212 Report (an analysis of the impacts of an initiative) on the Let Antioch Voters Decide Initiative.

The Let Antioch Voters Decide Initiative was eventually adopted by the Council on August 28, 2018. On or about October 18, 2018, two legal actions were filed against each initiative. On May 31, 2019, the trial court determined that the Let Antioch Voters Decide Initiative could not be adopted by the City Council after it had previously adopted the West Sand Creek Initiative and that the initiative must be placed on the ballot. The City Council voted on June 9, 2020 to place the Let Antioch Voters Decide Initiative on the November 3, 2020, ballot. On November 21, 2019, the trial court invalidated the West Sand Creek Initiative on the grounds that the City Council's approval of a development agreement was invalid and could not be severed from the remainder of the West Sand Creek Initiative.

More information on the initiatives can be found at the links below:

https://www.antiochca.gov/fc/community-development/planning/staff-reportts/West-Sand-Creek-Initiative.pdf

https://www.antiochca.gov/fc/community-development/planning/staff-reportts/Let-Antioch-Voters-Decide-Initiative.pdf

The applicant therefore revised The Ranch Project for a third time to be consistent with the Council-adopted West Sand Creek Initiative and prepared a new EIR, which was certified by the Antioch City Council on July 28, 2020. The Ranch Project is consistent with the West Sand Creek Initiative, including the overall maximum buildout potential, land plan, and circulation. The proposed development of the Phase II area of The Ranch Project site would be generally consistent with what was previously analyzed for the site in the 2020 EIR prepared for The Ranch Project.

The Antioch City Council approved the following entitlements for The Ranch Project on July 28, 2020:

- Certification of The Ranch Project Final EIR;
- Approval of a General Plan Amendment;
- Approval of a Rezone of the project site to Planned Development and adoption of the development standards;
- Adoption of the Master Development Plan, Planned Development Design Guidelines, and a Resource Management Plan; and
- Approval of a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.

In addition, on June 27, 2023, the Antioch City Council approved the following entitlements for The Ranch Project:

- *Planned Development Guidelines Amendment*. Minor changes to the lot width and rear and side setbacks of the rear center lot of the T-Court Clusters and allowed attached patio covers to encroach two feet into setbacks, which only applies to the Phase I area of The Ranch Project.
- *Master Development Plan Amendment*. Modified the previously approved locations for the on-site trail network for the overall Ranch development.
- *Large Lot Vesting Tentative Subdivision Map*. Divided the overall project site into large lots for phasing. The *Small Lot Vesting Tentative Subdivision Map* further divided the 136.7-acre Phase I area into 440 residential lots, a mixed-use component, a fire station, 6.6 acres of parkland, stormwater detention areas, and an internal roadway network.
- *Use Permit*. Allowed the first phase of development within an approved PD District.
- *Design Review*. Adopted the Design Guidelines for Phase IA, with conceptualized neighborhood landscaping, entry, and architectural renderings.

ANALYSIS

The Ranch Project site consists of three Assessor's parcels identified as 057-010-002, 057-010-003, and 057-021-003, totaling 551.50 acres. The Ranch Project site is currently occupied by a cattle-grazing operation, a single-family residence, and a number of barns and outbuildings located on the eastern portion of the site and is bound by Empire Mine Road to the west, existing residential development to the north, Deer Valley Road, Kaiser Permanente Antioch Medical Center, and undeveloped land to the south.

Land uses to the west of the project site consist of undeveloped land, and open space, including the Black Diamond Mines Regional Park. Land uses to the north of the project site consist of existing single-family residential development. Land uses to the east of the project site consist of the Kaiser Permanente Antioch Medical Center and undeveloped land. Land uses to the south of the project site include rural residential and undeveloped land.

North:	Single Family Residential / Planned Development (PD)
East:	Kaiser Permanente Antioch Medical Center and Vacant / PD
South:	Rural Residential and Vacant / Study District (S)
West:	Vacant and Open Space / S

The proposed project would include the development of the 77.8-acre Phase II area of The Ranch Project, which is located in the northwest area of The Ranch Project site. Phase II would consist of 213 LD-3 residential lots with an average lot size of 7,784 square feet, 13.0 acres of parkland, 11.5 acres of open space; and construction of the Sand Creek Road extension to Dallas Ranch Road and other internal roads (12.4 acres).

Existing Project Site General Plan Land Use Designation

The project site is located within the Sand Creek Focus Area in the General Plan and is currently designated as Limited Development Area. The Limited Development Area designation allows the following land uses:

- Estate Residential;
- Low Density Residential;
- Medium Low Density Residential;
- Medium Density Residential, Convenience Commercial;
- Mixed Use, Public/Quasi Public; and
- Open Space.

Existing Project Site Zoning Designation

As described above, the project site is located within the Sand Creek Focus Area of the General Plan. The project site is zoned PD, which allows for the following land uses:

- Single-Family Low Density (LD-1, LD-2, and LD-3);
- Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
- Age-Restricted (AR);
- Village Center (VC);
- Public Use Zone (PQ);
- Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

The PD district is intended to set the development standards applicable to the land use district of the project site, including the lot sizes, setbacks, height, floor area ratio, parking, and permitted uses. As discussed above, a Master Development Plan and Planned Development Guidelines were previously adopted for The Ranch Project on July 28, 2020.

The 77.8-acre Phase II area of The Ranch Project Ranch Project includes Single-Family Low Density (LD-3) and Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails) consistent with the adopted PD district for the site.

<u>Vesting Tentative Subdivision Map</u>

The proposed project would include a Vesting Tentative Subdivision Map that would divide the 77.8-acre Phase II area into 213 LD-3 residential lots, 13.0 acres of parkland,

11.5 acres of open space, and 12.4 acres of internal roadway network (see Exhibit A of Attachment A).

Access and Circulation

The proposed project would include the construction of an internal roadway network throughout the Phase II area. Interior streets would all include curbs, gutters, and five-foot-wide sidewalks. The extension of Sand Creek Road to Dallas Ranch Road would be a 4-lane roadway that would serve as the primary access into the project. The project includes a roundabout at the Sand Creek Road and Street B intersection. The Sand Creek Road Improvements were detailed in the Development Agreement approved in 2020 (Attachment C).

Parks, Trails, Open Space, and Landscaping

The proposed project would include 13.0 acres of parks, 2.3 acres of landscaping, and 11.5 acres of open space throughout the Phase II area. Parks within the project site are developed in one of two categories:

- Neighborhood Parks – The centerpiece of each neighborhood that include both fixed elements such as playgrounds and informal areas such as lawns, seating areas, and pathways.

- Pocket Parks – Pocket parks can be less than 1.0 acre in size and provide character as well as outdoor recreational opportunities to the immediate surrounding area. Uses and activities within pocket parks may include decorative landscape elements (e.g., planters, public art, etc.), open turf, outdoor seating, and play areas for small children.

The Resource Management Plan for the Sand Creek Focus Area calls for a minimum development setback of 125-feet from the centerline of the flowline of Sand Creek, yielding a 250'-wide corridor. As such, the proposed project provides the minimum 250-foot width of open space. The open space would be kept largely in its natural grassland condition, with periodic maintenance for weed control and also to establish and promote native seasonal wildflowers. Trails would be developed near the proposed development and traverse portions of the open space of the Phase II area. Most of the trails have been designed for multiple modes of transportation including walking, running, cycling, and blading/skateboarding. When the development of all three phases of The Ranch is complete, the trails would ultimately connect parks, neighborhoods, village center, and open spaces within the project, and also off-site destinations such as Kaiser Permanente and the East Bay Regional Park.

Landscaping features would be provided throughout the proposed development area and would conform to the requirements and provisions of Section 9-5.1001 of the City of Antioch Municipal Code as well as the approved Master Development Plan and Planned Development Design Guidelines. The proposed project includes six different types of

landscaping that encompass the non-built environment. Each of these landscapes would have a different approach to their character and function.

1. Sand Creek Drainage Corridor – The actual corridor that contains the flow line and banks of Sand Creek is narrow and highly eroded from cattle crossings and heavy rainfall storm events. Most of the Oak trees on the property are located within those banks. Additional plantings of native grasses and shrubs tolerant of seasonal high flows and potentially additional non-vegetated approaches would be warranted for bank stabilization.

2. Natural Grasslands/Uplands – These areas are the predominant open space type and include native and introduced grass species that have been historically used for cattle grazing, which are non-irrigated and generally have a greener appearance during winter and spring rains and more golden appearance during summer and fall dry seasons. Additional Oak plantings could be employed within this typology to provide shade by trails and seating areas.

3. Detention Ponds/Wetlands – Detention ponds with natural edges are provided for the project to hold stormwater runoff from heavy rainfall events. The planting regime along their side banks needs to be selected based on water level elevations and the amount and time of inundation into the root zones. Jurisdictional wetlands along the Sand Creek corridor are preserved and incorporated into the open space experience.

4. Parks & Parkways – Neighborhood parks should include a balance of open lawn areas for mostly informal play or gatherings, with lands that are landscaped for utilitarian purposes (e.g., drainage or lowlands, trees for shade) and places for ornamental or themed gardens. Areas for paths, playgrounds, and sport courts (e.g. basketball) will also be provided. Parkways provide meaningful connective open space within the developed lands.

5. Landscaped Streets – These areas within the right-of-way (ROW) would include trees, shrubs, groundcovers, and native grasses planted within the center medians and landscape strips.

6. Recreational Trails – Various trails would provide recreational opportunities and alternative means to travel through the various open spaces within the community.

Utilities

The proposed project would include the provision of water lines, sewer lines, and drainage facilities to serve the proposed project site.

The water system for the proposed project would be designed to integrate with existing transmission mains and would complete a looped connection through the proposed project site. The interior streets throughout the project site would contain 8-inch water lines.

Drainage improvements would include a combination of subsurface and surface drainage systems, including new pipe and channel conveyance systems, as well as culverts. The proposed project would include the construction of storm drainpipes in the Sand Creek Road extension, as well as other streets. All stormwater runoff within the proposed project site would be treated onsite by proposed stormwater detention basins.

The proposed project would include the installation of a new sewer line in Sand Creek Road, as well as a number of sewer lines throughout the proposed project site. All sewer improvements would be constructed within the public right-of-way or within public utility easements within private roadways as needed.

Republic Services would provide solid waste collection, disposal, recycling, and yard waste services to the project site.

Engineering Review

The Antioch Engineering Division provided draft conditions of approval related to construction, site and project design, utilities, landscaping, and more for the proposed tentative subdivision map (see Exhibit B of Attachment A).

Use Permit

Pursuant to the Antioch Municipal Code Section 9-5.2307(C)(1), a Use Permit shall be required prior to the construction of any phase of an approved PD District. As such, the project requires the approval of a Use Permit to allow for the development of 213 residential lots, parks, open space, landscaping, and an internal roadway network within the Phase II area of The Ranch Project site. The intent of the Use Permit is to further clarify the details of the development phase being considered and to ensure that each component complies with the established provisions of the district.

Design Review

Pursuant to the Antioch Municipal Code Section 9-5.2601(A)(1), Design Review shall be required for any new building or construction proposed in any zoning district. The project applicant is not requesting Design Review for the future residences at this time; however, the preliminary landscaping that is included as part of the tentative map is subject to Design Review.

On July 28, 2020, the Antioch City Council adopted the Master Development Plan and Design Guidelines for The Ranch Project. The Ranch Design Guidelines include guidelines for open space, parks, and trails, which intend to minimize manicured landscapes or extensive lawn through the use of a sustainable plant palette with native, drought tolerant trees, shrubs, and ground cover.

The proposed preliminary landscape plans include street trees throughout Phase II, typical front yard landscaping for the future residences, and landscaping for the 13.0 acres of parks and 11.5 acres of trails and open space.

Staff has determined the preliminary landscape plans for Phase II for the proposed project are consistent with the adopted Design Guidelines and the objectives in the adopted Master Development Plan (see Exhibit C of Attachment A).

The approved master development plan and design guidelines can be viewed here: https://www.antiochca.gov/fc/community-development/planning/staff-reportts/ATT-D-Exhibit-A-The-Ranch-Master-Development-Plan.pdf

PLANNING COMMISSION ACTION

On May 7, 2025, the Antioch Planning Commission held a public hearing regarding the proposed project. During that meeting, the Planning Commission had questions for the applicant regarding the proposed open space areas and shading along the walking trails. One member of the public spoke and provided concerns of new development located immediately adjacent to the existing residential neighborhood to the north. After discussion, the Antioch Planning Commission unanimously recommended that the City Council approve all requested entitlements. A copy of the May 7, 2025 Planning Commission Meeting Minutes are included as Attachment E to the staff report. Public comments received prior to the Planning Commission Meeting are included as Attachment F to the staff report.

CONCLUSION

The proposed Vesting Tentative Subdivision Map, Use Permit, and Design Review are consistent with the intent of the previous approvals for The Ranch Project. The environmental impacts of the proposed entitlements are consistent with those analyzed in the 2020 EIR. Therefore, the Planning Commission recommends that the City Council adopt Resolution No. 2025-**, thereby approving a Vesting Tentative Subdivision Map, Use Permit, and Design Review for The Ranch Phase II.

ATTACHMENTS

A. Vesting Tentative Subdivision Map, Use Permit, and Design Review City Council Resolution
   Exhibit A Vesting Tentative Subdivision Map
   Exhibit B Draft Conditions of Approval
   Exhibit C Preliminary Landscaping Plans
B. Consistency Checklist Memo
C. Approved Development Agreement
D. Fiscal Impact Analysis
E. May 7, 2025 Planning Commission Meeting Minutes
F. Public Comments Received

ATTACHMENT "A"

RESOLUTION NO. 2025-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE PROPOSED VESTING TENTATIVE SUBDIVISION MAP, USE PERMIT, AND DESIGN REVIEW FOR THE DEVELOPMENT OF THE RANCH PHASE II PROJECT

WHEREAS, the City of Antioch ("City") received an application from Richland Planned Communities, Inc. ("Applicant") seeking City approval of a Vesting Tentative Subdivision Map, Use Permit, and Design Review for the development of Phase II of The Ranch Project ("Project");

WHEREAS, The Project site is in the southeastern section of the City of Antioch, on the western side of State Route 4 and is within the Sand Creek Focus Area west of Deer Valley Road along Sand Creek (APNs 057-010-002, 057-010-003, and 057-021-003); and

WHEREAS, the Project consists of a planned residential community on approximately 77.8 acres consisting of approximately 38.6 acres of single-family residences, 13.0 acres of parkland, 2.3 acres of landscaping, 11.5 acres of open space, and 12.4 acres of roadway improvements; and

WHEREAS, the City, as lead agency under the California Environmental Quality Act ("CEQA"), has completed the Final Environmental Impact Report ("Final EIR" or "EIR") for the Project; and

WHEREAS, on July 28, 2020, the Antioch City Council certified the Final EIR (SCH No. 2019060012), its CEQA findings, and its statement of overriding considerations supporting approval of the Project considered in the EIR; and

WHEREAS, the City, as lead agency under CEQA, has prepared a Consistency Checklist to ensure that the development of Phase II of The Ranch Project is consistent with the project analyzed in the certified 2020 EIR. The Consistency Checklist determined that the development of Phase II of The Ranch Project would not result in any new or significant impacts beyond what was previously analyzed in the certified 2020 EIR, and therefore, would not require additional environmental review pursuant to CEQA Guidelines Section 15162. In addition, development of the Phase II area would have to comply with all applicable mitigation measures from the previously certified 2020 EIR; and

WHEREAS, the proposed project requires approval a Vesting Tentative Subdivision Map (attached hereto as Exhibit A) would divide the Phase II area into 213 Low-Density-Conventional (LD-3) residential lots, 13.0 acres of parkland, 11.5 acres of open space, 2.3 acres of landscaping, and 12.4 acres of internal roadway network.

WHEREAS, the proposed project requires approval of a Use Permit to allow for the development of the proposed uses within the Phase II area of The Ranch Project site.

WHEREAS, the proposed project requires approval of Design Review to authorize the proposed conceptual landscaping to ensure consistency with the City of Antioch's General Plan, Zoning Ordinance, design policies and criteria, and Citywide Design Guidelines; and

WHEREAS, at its regular meeting on May 7th, 2025, the Antioch Planning Commission adopted Resolution 2025-05, recommending City Council approval of the Vesting Tentative Subdivision Map, Use Permit, and Design Review; and

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on May 30, 2025, for the public hearing held on June 10, 2025; and

WHEREAS, the City Council held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request; and

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

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a General Plan Designation of Limited Development Area and is zoned Planned Development and the subdivision will accommodate uses that are consistent with the General Plan on each of the lots created by the subdivision.

2. That the subdivision proposed by the Vesting Tentative Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Vesting Tentative Map and evaluated the effects of the subdivision proposed and have determined that the Vesting Tentative Map, as conditioned, complies with and conform to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.

3. The conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that pursuant to Section 9-5.2703 (B) (1) of the Antioch Municipal Code the City Council hereby make the following findings for a Use Permit:

1. The granting of such Use Permit will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

   Finding: The construction of The Ranch Phase II will not be detrimental to the public health or welfare or injurious to the property or improvements. The construction of the Project has been designed to match the existing environment and focus on open space. The Project has been designed to have attractive frontages and entrances into the neighborhoods. The subject site will benefit the public welfare by providing a variety of housing options, as well as public parks, open space, and pedestrian trails.

2. The use applied at the location indicated is properly one for which a Use Permit is authorized.

   Finding: The site is zoned as Planned Development (PD) and per the Municipal Code any and all uses are permitted provided that the uses are shown on the approved final development plan and in accordance with the General Plan. The General Plan designation of The Ranch site is Limited Development Area, which allows for the following uses:

   - Single-Family Low Density (LD-1, LD-2, and LD-3);
   - Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
   - Age-Restricted (AR);
   - Village Center (VC);
   - Public Use Zone (PQ);
   - Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

   The 77.8-acre Phase II area of The Ranch Project Ranch Project includes Single-Family Low Density (LD-3) and Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails) consistent with the PD zone and Limited Development Area designation. Furthermore, the Project is consistent with the previously approved uses for the original project in 2020.

3. That the site for the proposed use is adequate in size and shape to accommodate such use, and all yards, fences, parking, loading, landscaping, and other features required, to other uses in the neighborhood.

   Finding: The site is adequate in size and shape to accommodate the proposed development. The Phase II area is 77.8 acres and can accommodate the development of 213 LD-3 residential lots with an average lot size of 7,784 square feet, 13.0 acres of parkland, 11.5 acres of open space; and construction of the Sand Creek Road extension to Dallas Ranch Road.

4. That the site abuts streets and highways adequate in width and pavement type to carry the kind of traffic generated by the proposed use.

   Finding: The Project includes the construction of the Sand Creek Road extension to Dallas Ranch Road as required in the 2020 EIR and the Development Agreement. The construction of roads included in the Project will be adequate in width and pavement to carry the anticipated traffic generated by the Project.

5. That the granting of such Use Permit will not adversely affect the comprehensive General Plan.

   Finding: The General Plan designation of The Ranch site is Limited Development Area, which allows for the following uses:

   - Single-Family Low Density (LD-1, LD-2, and LD-3);
   - Single-Family Medium Density (MD-1, MD-2, MD-3, and MD-4);
   - Age-Restricted (AR);
   - Village Center (VC);
   - Public Use Zone (PQ);
   - Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails)

   The 77.8-acre Phase II area of The Ranch Project Ranch Project includes Single-Family Low Density (LD-3) and Open Space/Recreation Zones (P-Park, OS-Open Space, Landscape, Trails) consistent with the PD zone and Limited Development Area designation. Furthermore, the Project is consistent with the previously approved uses for the original project in 2020.

NOW THEREFORE BE IT FURTHER RESOLVED that the Antioch City Council does hereby APPROVE the proposed Vesting Tentative Subdivision Map, Use Permit, and Design Review for The Ranch Phase II Project, subject to the conditions of approval attached hereto as Exhibit B.

* * * * * * *

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 10th day of June 2025, by the following vote:

AYES:

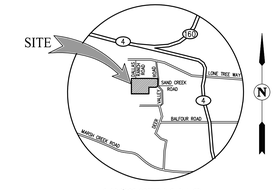
NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A



VICINITY MAP

NOT TO SCALE

GENERAL NOTES

1. PROPERTY OWNERS: EPC HOLDINGS 820, LLC
   AMERICAN SUPERIOR LAND, LLC
2. APPLICANT/DEVELOPER: RICHLAND PLANNED COMMUNITIES, INC.
   601 UNIVERSITY AVENUE, SUITE 125
   SACRAMENTO, CA 95825
   PHONE: (916) 715-4083
   KYLE MASTERS
3. ENGINEER: CARLSON, BARBEE, & GIBSON, INC.
   2633 CAMINO RAMON, SUITE 350
   SAN RAMON, CA 94583
   PHONE: (925) 866-0322
   JUSTIN JOSEPH P.E., RCE 87572
4. USE: EXISTING: AGRICULTURAL
   PROPOSED: SINGLE FAMILY DETACHED RESIDENTIAL
5. GENERAL PLAN: EXISTING: LIMITED DEVELOPMENT AREA
   PROPOSED: LIMITED DEVELOPMENT AREA
6. ZONING: EXISTING: PLANNED DEVELOPMENT (PD)
   PROPOSED: PLANNED DEVELOPMENT (PD)
7. LAND AREA SUMMARY:

LOW DENSITY - CONVENTIONAL (LD-3)	38.6± ACRES
PARKS (P)	13.0± ACRES
OPEN SPACE (OS)	11.5± ACRES
LANDSCAPE (L)	2.3± ACRES
MAJOR ROADWAY	12.4± ACRES
PHASE 2 DEVELOPED AREA	77.8± ACRES

8. TOTAL NO. OF EXISTING LOTS: 1
9. TOTAL NO. OF PROPOSED LOTS: 213

   MIN LOW DENSITY LOT SIZE: 5,525± SF
   AVERAGE LOW DENSITY LOT SIZE: 7,784± SF
10. RESIDENTIAL LOT BREAKDOWN:

    LOW DENSITY RESIDENTIAL (LD-3) - 213 LOTS
11. LOW DENSITY: 213 DWELLING UNITS/37.0 ACRES = 5.8 DWELLING UNITS/AC (NET)
12. APN: 057-010-002, 057-010-003, 057-021-003
13. BENCHMARK: CONTRA COSTA COUNTY BENCHMARK #3063 IS A DISK SET IN A CONCRETE POST 1.2 MILES SOUTH ON DEER VALLEY ROAD FROM INTERSECTION OF LONE TREE WAY AT SOUTH CORNER OF INTERSECTION OF DEER VALLEY ROAD, 20 FEET EAST OF THE CENTERLINE OF SNODGRASS LANE, 1-1/2 FEET NORTHWEST OF A 4"X4" MARKER POST HAVING AN ELEVATION OF 228.280.
14. BASIS OF BEARINGS: N89°52'14"E ALONG THE NORTH LINE OF SECTION 7 AS SHOWN ON THE RECORD OF SURVEY FILED IN BOOK 90 LICENSED SURVEY MAPS AT PAGE 4, CONTRA COSTA COUNTY RECORDS.
15. CONTOUR INTERVALS: EXISTING - 2 FOOT
    PROPOSED - 2 FOOT
16. PROPOSED GRADING AS SHOWN IS PRELIMINARY. FINAL GRADING IS SUBJECT TO FINAL DESIGN.
17. ALL GRADING WILL BE IN CONFORMANCE WITH THE RECOMMENDATIONS AND CONDITIONS OF THE GEOTECHNICAL ENGINEER AND REPORT REGARDING THIS PROJECT NO. 4371.000.001, PREPARED BY ENGEO, INC. DATED SEPTEMBER 26, 2018.
18. MAXIMUM CUT OR FILL SLOPE IS 2:1.
19. ALL EXISTING STRUCTURES TO BE REMOVED, UNLESS NOTED OTHERWISE.
20. BOUNDARY IS PER RECORD INFORMATION, SEE SHEET 2.
21. PROPOSED DEVELOPED AREA IS NOT SUBJECT TO INUNDATION.
22. ALL INTERIOR STREETS TO BE PUBLIC, EXCEPT AS NOTED.
23. SAND CREEK ROAD SHALL BE A PUBLIC ROADWAY DEDICATED TO THE CITY OF ANTIOCH.
24. MULTIPLE FINAL MAPS MAY BE FILED ON THE LANDS SHOWN ON THIS MAP. A MASTER FINAL MAP MAY BE FILED TO CREATE SELLABLE PARCELS.
25. USE PERMIT AS REQUIRED FOR EACH PHASE OF A PLANNED DEVELOPMENT.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS DETERMINED BY FOUND MONUMENTS IN DEER VALLEY ROAD AS SHOWN ON RECORD SURVEY RS 3396 (142 LSM 18), THE BEARING BEING NORTH 00°35'57" EAST. SAID BEARING IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III. DISTANCES SHOWN HEREON ARE GROUND DISTANCES IN U.S. SURVEY FEET.

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LARGE LOT PARCEL BOUNDARY
			LOT LINE
			RIGHT OF WAY
			C/L SAND CREEK
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

PARCEL SUMMARY

PARCEL	LAND USE	ACREAGE	OWNER
PARCEL BB	PARK	0.59 AC	CITY
PARCEL CC	LINEAR PARK	0.58 AC	CITY
PARCEL DD	LANDSCAPING	0.26 AC	HOA
PARCEL EE	PARK	0.32 AC	CITY
PARCEL FF	LINEAR PARK	0.22 AC	HOA
PARCEL GG	LANDSCAPING	0.05 AC	HOA
PARCEL II	LANDSCAPING	0.71 AC	HOA
PARCEL JJ	LANDSCAPING	0.05 AC	HOA
PARCEL KK	LANDSCAPING	0.71 AC	HOA
PARCEL LL	LANDSCAPING	0.71 AC	HOA
PARCEL MM	LANDSCAPING	0.72 AC	HOA
PARCEL NN	PARK	11.42 AC	CITY
PARCEL OO	OPEN SPACE	4.81 AC	CITY
PARCEL PP	OPEN SPACE	6.70 AC	CITY

PARK AREA SUMMARY

DESIGN GUIDELINES	LOCATION	PROPOSED ACREAGE
NORTH NEIGHBORHOOD PARK	PARCEL EE	0.32 AC
	PARCEL NN	11.42 AC
	SUBTOTAL=	11.74 AC
LANDSCAPE PATHWAY & CENTRAL PARK	PARCEL BB	0.59 AC
	PARCEL CC	0.58 AC
	PARCEL FF	0.22 AC
	SUBTOTAL=	1.39 AC
	TOTAL=	12.95 AC

PER ANTIOCH MUNICIPAL CODE:

1 SINGLE FAMILY DWELLING UNIT : 0.015 ACRES OF PARK

213 UNITS IN PHASE 1 X 0.015 = 3.2 ACRES

SHEET INDEX

1 - TITLE SHEET & OVERALL SITE PLAN

2- EXISTING BOUNDARY & CONDITIONS

3 - STREET SECTIONS

4 - DIMENSION PLAN

5 - LOT AREA PLAN

6 - CONCEPTUAL GRADING PLAN

7 - CONCEPTUAL UTILITY PLAN

8 - TRAFFIC SIGNING, STRIPING, & PARKING PLAN

VESTING TENTATIVE MAP
TITLE SHEET & OVERALL SITE PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

0 100 200 300

JOB NO.: 1133-021

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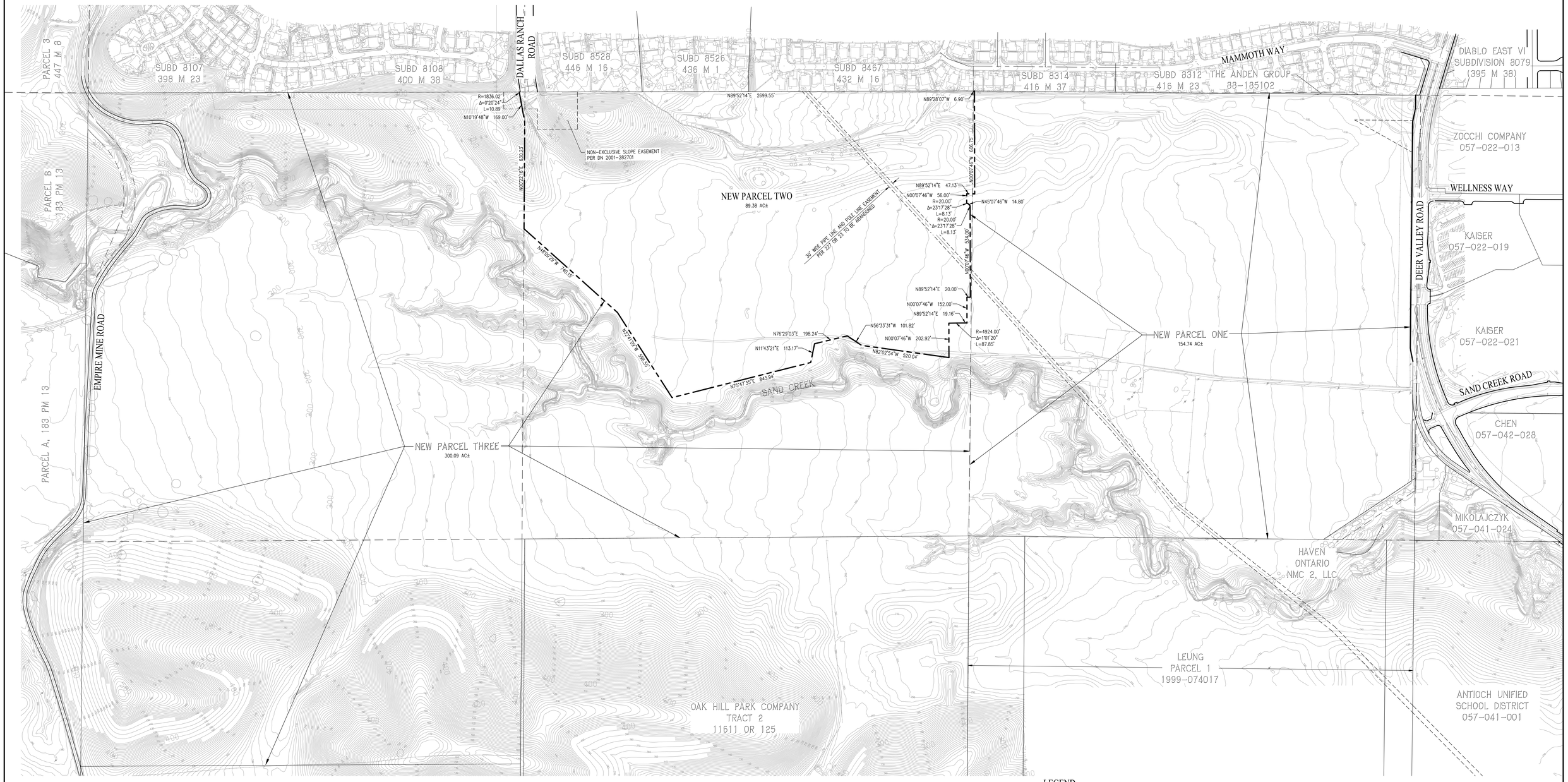

LEGEND

- SUBDIVISION BOUNDARY
- PROPOSED PARCEL LINE
- EXISTING ADJOINER
- EXISTING RIGHT OF WAY
- PROPOSED EASEMENT
- EXISTING EASEMENT

VESTING TENTATIVE MAP
EXISTING BOUNDARY & CONDITIONS
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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SHEET NO. 2 OF 8 SHEETS

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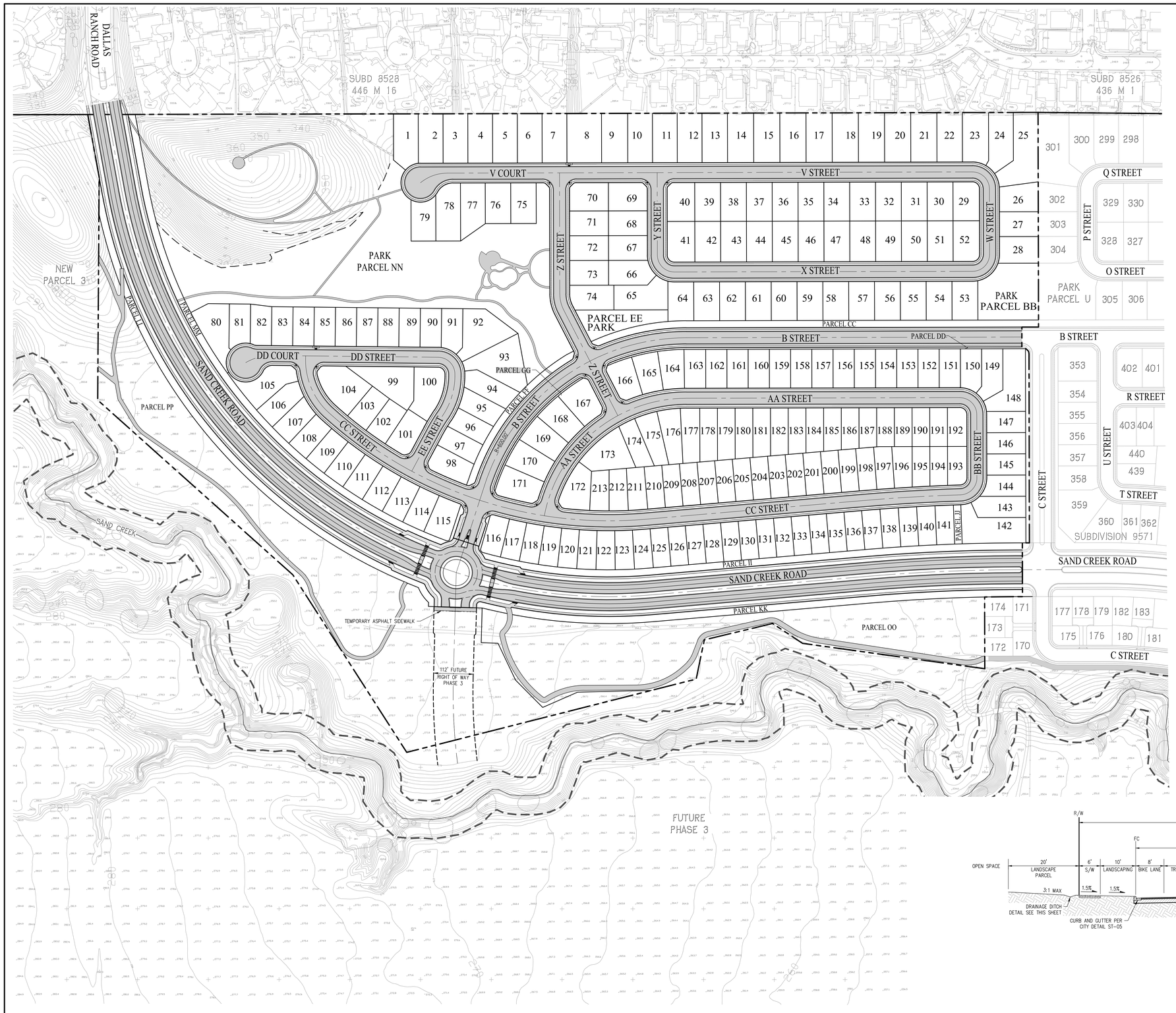
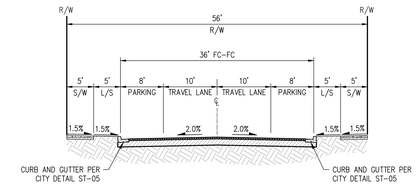
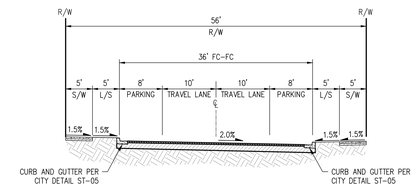




TYPICAL RESIDENTIAL STREET (CROWNED) (56' R/W)

APPLIES TO: B STREET, W STREET, X STREET, Z STREET (SOUTH OF B STREET), AA STREET, BB STREET, CC STREET, DD COURT, DD STREET, & EE STREET

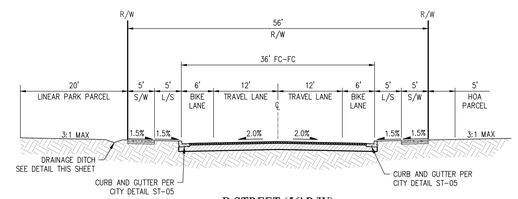
NOT TO SCALE



TYPICAL RESIDENTIAL STREET (CROSS SLOPED) (56' R/W)

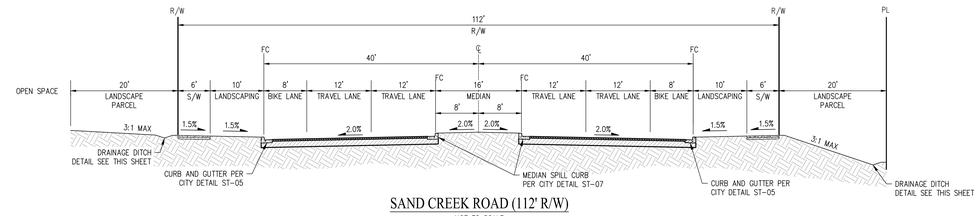
APPLIES TO: V COURT, V STREET, Z STREET (NORTH OF B STREET)

NOT TO SCALE



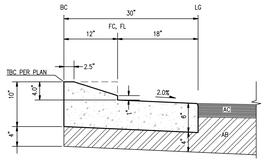
B STREET (56' R/W)

NOT TO SCALE



SAND CREEK ROAD (112' R/W)

NOT TO SCALE

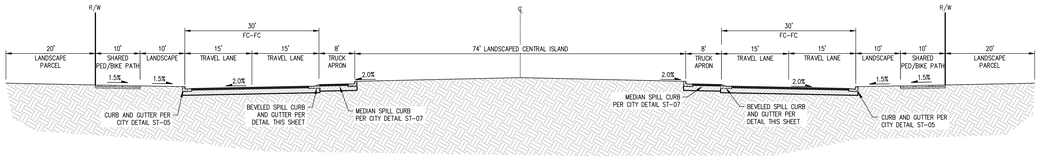


4" BEVELED SPILL CURB & GUTTER

NOT TO SCALE

EARTH DRAINAGE DITCH DETAIL

NOT TO SCALE



ROUNDABOUT

NOT TO SCALE

LEGEND

FUTURE	EXISTING	PROPOSED
		SUBDIVISION BOUNDARY
		LOT LINE
		RIGHT OF WAY
		EASEMENT
		CENTERLINE
		CURB
		MEDIAN
		TRAIL/PATHWAY

VESTING TENTATIVE MAP
STREET SECTIONS
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

0 100 200 300

JOB NO.: 1133-021

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PLOT DATE: 12/30/2024

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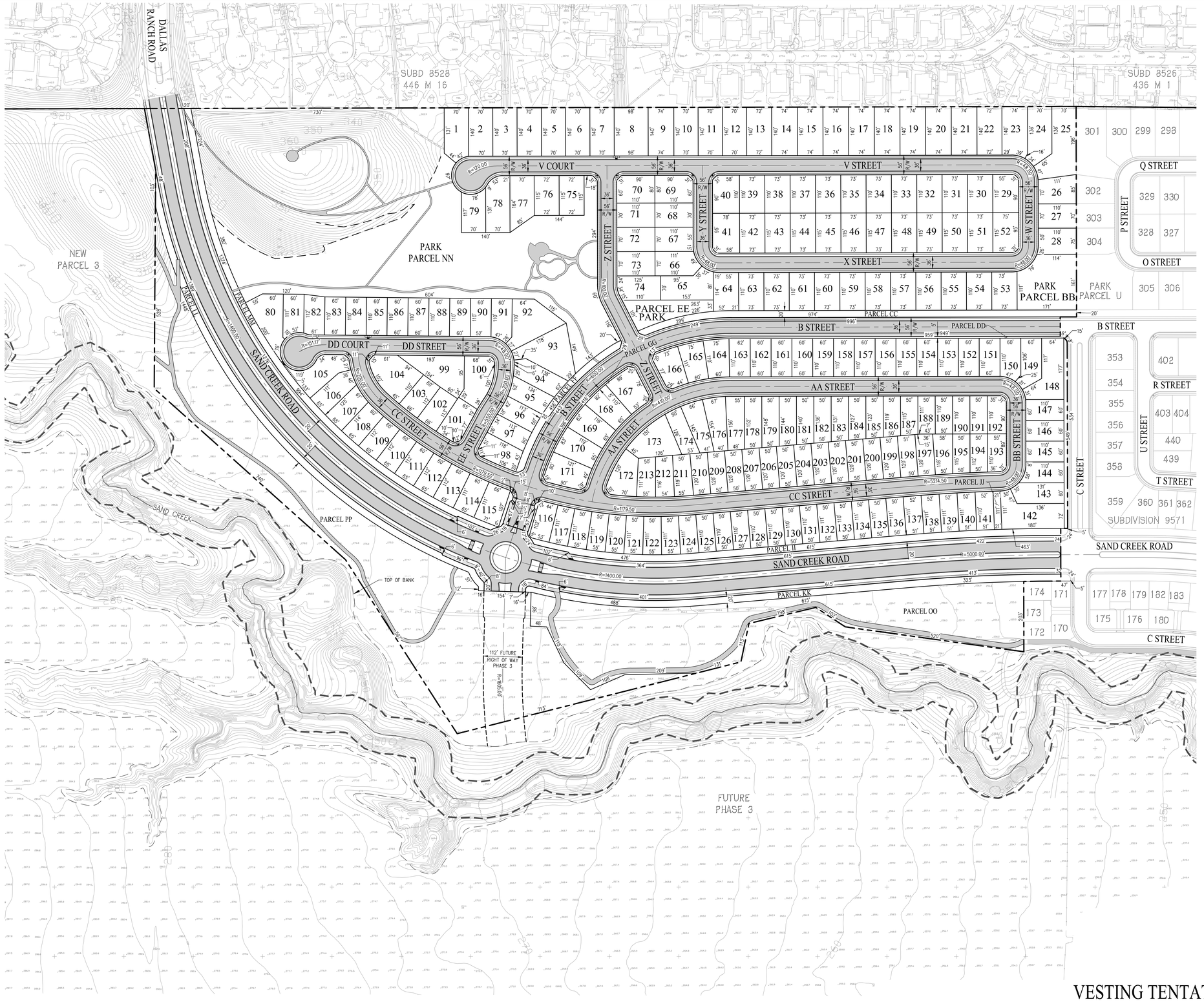

VESTING TENTATIVE MAP
DIMENSION PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

NOTES

- ALL INNER CURB RETURNS TO BE 30' AND OUTER CURB RETURNS 66', OTHERWISE TO BE SHOWN ON THE MAP.
- ALL STREET CENTERLINE RETURN RADIUS TO BE 48', OTHERWISE TO BE SHOWN ON MAP

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN
			TRAIL/PATHWAY

0 100 200 300

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SHEET NO. 4 OF 8 SHEETS

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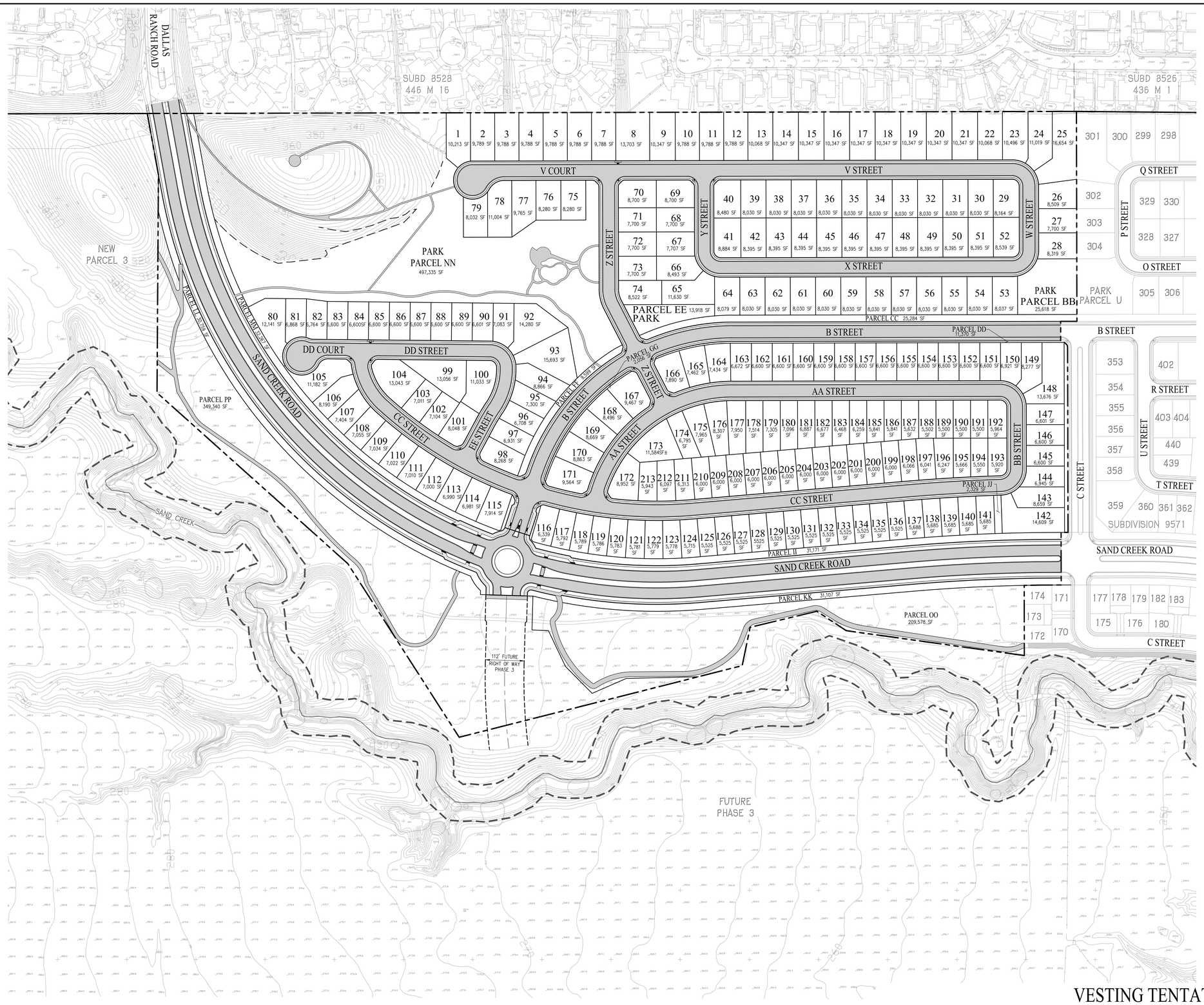

LOW DENSITY (LD-3)

MINIMUM LOT SIZE:	5,525 SF±
AVERAGE LOT SIZE:	7,784 SF±
MAX LOT SIZE:	16,654 SF±

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			EASEMENT
			CENTERLINE
			CURB
			MEDIAN

VESTING TENTATIVE MAP
LOT AREA PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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SHEET NO. 5 OF 8 SHEETS

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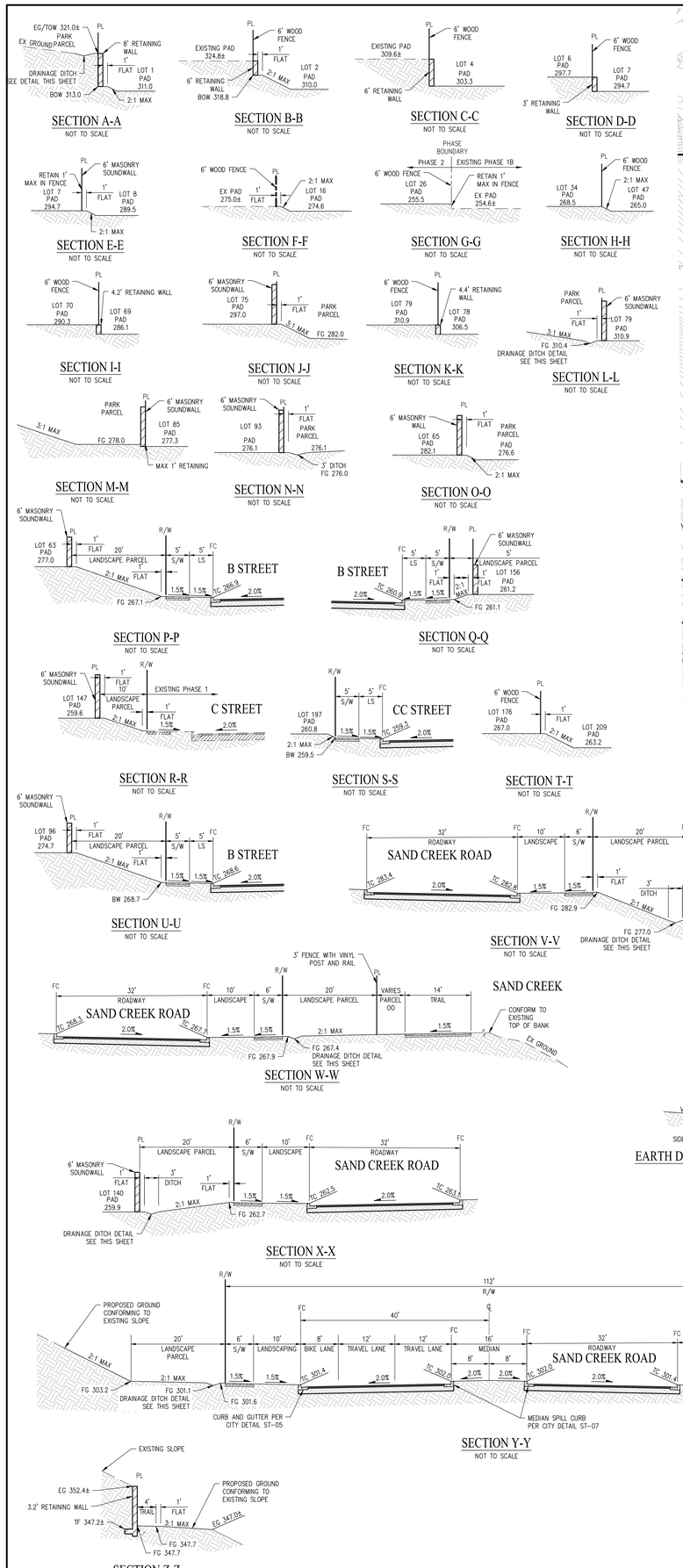

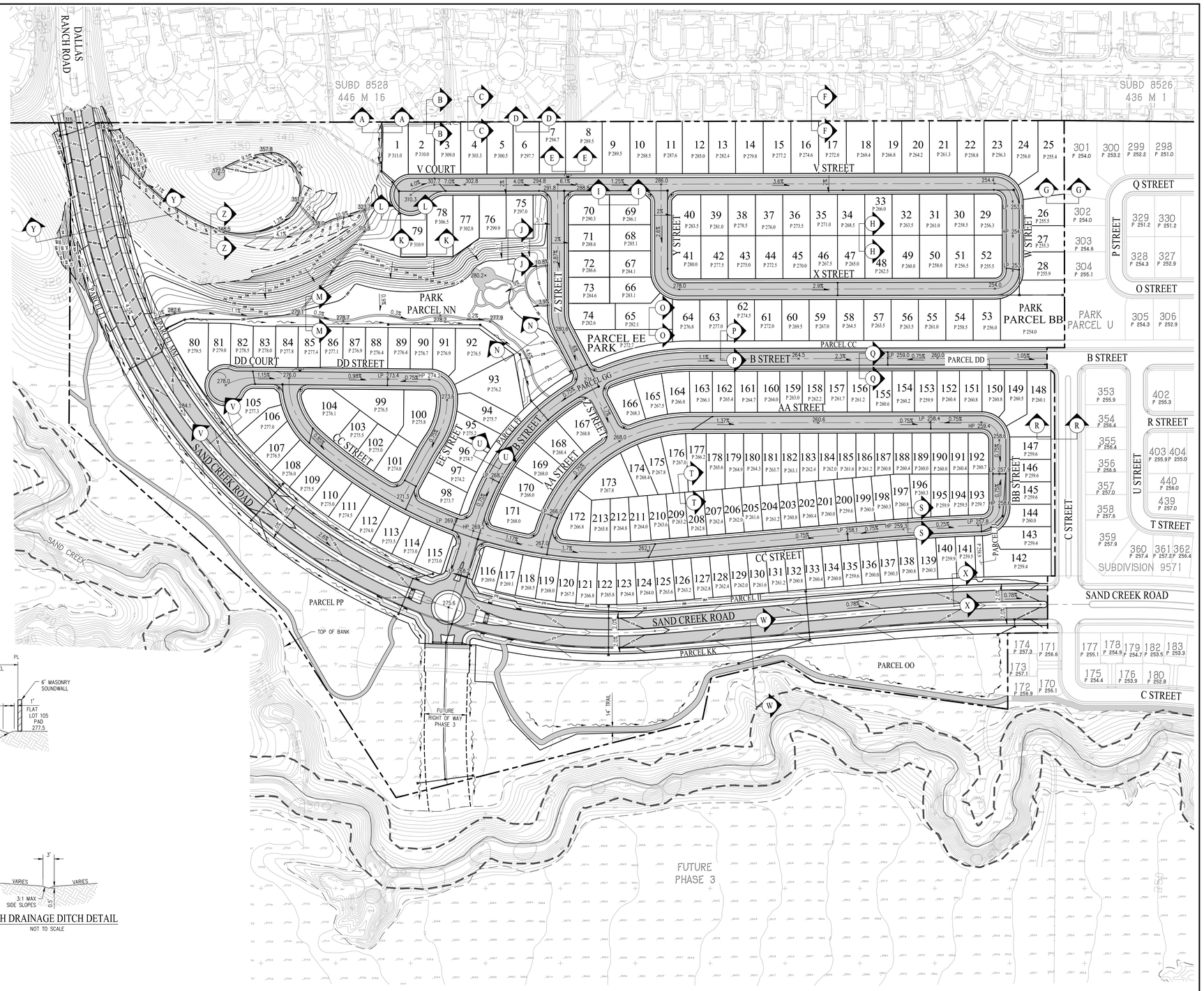

NOTES:
- PADS SET TO NOT BE GREATER THAN MAXIMUM DRIVEWAY SLOPE OF 12%

EARTHWORK SUMMARY

DESCRIPTION	CUT (CY)	FILL (CY)
ROUGH GRADING (ASSUMES NO UNDERCUT)	157,472	200,088
UTILITIES SPOILS	11,125	
HOUSE SPOILS (ASSUMES 25 CY/UNIT)	5,325	
SHRINKAGE OF CUT MATERIALS (10%)	–	17,392
STOCKPILE	43,558	
SUBTOTAL	217,480	217,480
NET	0	

LEGEND

EXISTING	PROPOSED	
		SUBIDIVISION BOUNDARY
		RIGHT OF WAY
		LOT LINE
		CENTERLINE
		MEDIAN
		RETAINING WALL
		SLOPE
100	100	LOT NUMBER
P 155.1	P 155.1	PAD ELEVATION
		TRAIL/PATHWAY

VESTING TENTATIVE MAP
CONCEPTUAL GRADING PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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SHEET NO. 6 OF 8 SHEETS

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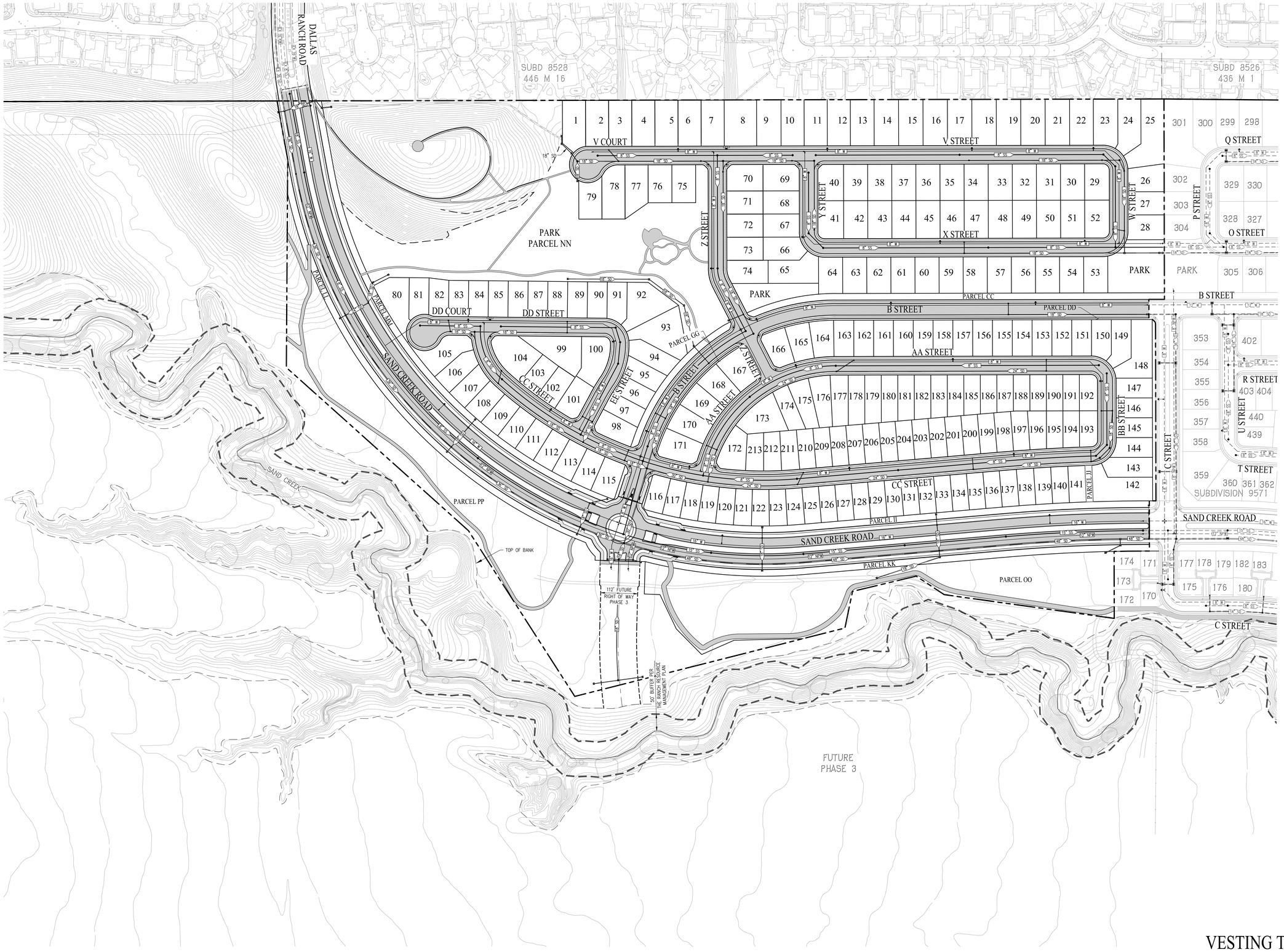

LEGEND

EXISTING	PROPOSED	
D	SD	STORM DRAIN LINE
S	SS	SANITARY SEWER LINE
W	W	WATER LINE
NPW	NPW	NON-POTABLE WATER LINE
○	●	MANHOLE
□	■	CATCH BASIN
⊠	H	FIELD INLET
		FIRE HYDRANT
		BLOW OFF VALVE
100	100	LOT NUMBER

VESTING TENTATIVE MAP
CONCEPTUAL UTILITY PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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JOB NO.: 1133-021

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SHEET NO. 7 OF 8 SHEETS

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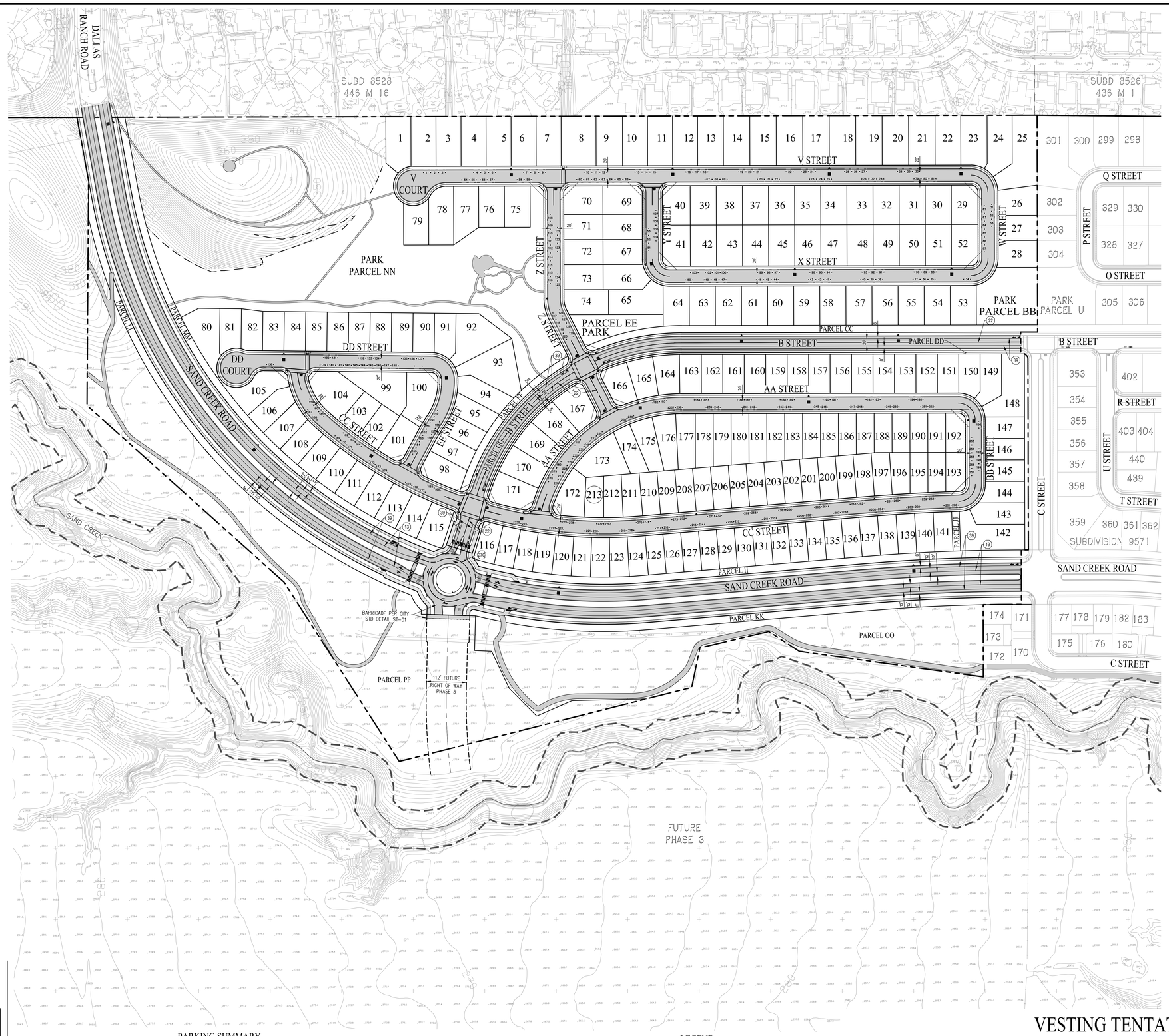
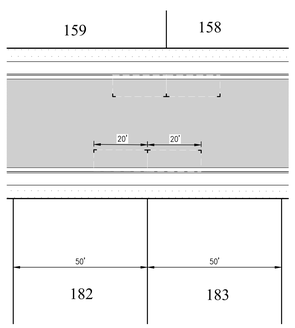
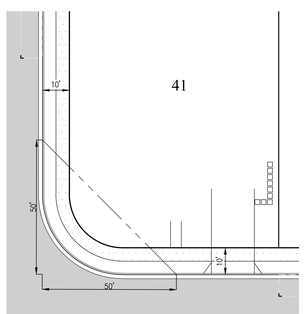


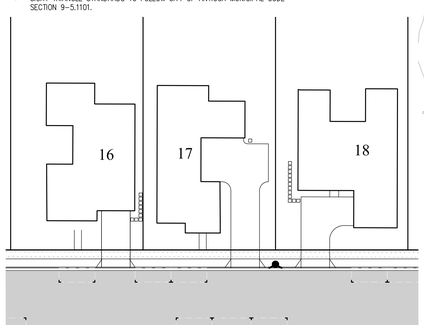


TYPICAL LOW DENSITY PARKING
SCALE 1" = 20'



50' SIGHT TRIANGLE
SCALE 1" = 20'

NOTE:
- 50' SIGHT VISIBILITY TRIANGLE DOES NOT APPLY AT ELBOWS AND KNUCKLES.
- 25' SIGHT VISIBILITY TRIANGLE APPLIES TO ALL DRIVEWAYS.
- SIGHT TRIANGLE STANDARDS TO FOLLOW CITY OF ANTIOCH MUNICIPAL CODE SECTION 9-5.1101.



TYPICAL HOUSE PLAN EXTERIOR & DRIVEWAY
SCALE 1" = 30'

PARKING SUMMARY

PARKING TYPE	PARKING REQUIRED		PARKING PROVIDED	
	RATIO	NUMBER OF SPACES	RATIO	NUMBER OF SPACES
GARAGE (COVERED)	2 SPACES/DU	426 SPACES	2 SPACES/DU	426 SPACES
GUEST PARKING (ON-STREET)	1 SPACE/DU	213 SPACES	1 SPACE/DU	213 SPACES
ADDITIONAL ON-STREET PARKING	–	–	–	66 SPACES
TOTAL	–	639 SPACES	–	705 SPACES

GUEST PARKING (PARALLEL SPACES) DIMENSIONS

INTERIOR: 8' X 20'

SIGNING NOTES:

1. ALL SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CAMUTCD) WITH REVISIONS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY INSPECTOR A MINIMUM OF 48 HOURS TO THE DAY OF LAYOUT OF THE PROPOSED SIGNING.
3. CONTRACTOR SHALL GET CITY ENGINEER APPROVAL FOR SIGN INSTALLATION ON ELECTROLIER

STRIPING NOTES:

1. ALL STRIPING, PAVEMENT MARKING, AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD) WITH REVISIONS.
2. THE CONTRACTOR SHALL NOTIFY THE CITY ENGINEER A MINIMUM OF TWO WORKING DAYS PRIOR TO THE DAY OF LAYOUT OF THE PROPOSED SIGNING AND STRIPING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT AND CAT TRACKING OF ALL PROPOSED STRIPING AND MARKING. NO PERMANENT STRIPING OR MARKING SHALL BE PLACED UNTIL CAT TRACKING IS APPROVED BY THE CITY TRAFFIC ENGINEER.
4. ALL DETAIL NUMBERS REFER TO THE LATEST EDITION OF THE CA MUTCD STRIPING DETAILS.
5. EXISTING STRIPES TO REMAIN UNLESS NOTED OTHERWISE.

LEGEND

FUTURE	EXISTING	PROPOSED	
			SUBDIVISION BOUNDARY
			LOT LINE
			RIGHT OF WAY
			CURB
			TRAFFIC SIGN ON METAL POST PER CITY DETAIL ST-16 AND ST-17
			REFLECTIVE "BLUE DOT" FIRE HYDRANT MARKER INSTALLED ADJACENT TO THE HYDRANT 5-FEET FROM STREET CENTERLINE PER CITY DETAIL W-02
			12" WIDE WHITE LINE (MUTCD DETAIL 22)
	STOP	STOP	"STOP" PAVEMENT MARKING – CENTER OF LEGEND 6-FEET OFF OF CENTERLINE OF STREET OR MEDIAN CURB.
			CALTRANS BIKE LANE SYMBOL (NOT TO SCALE) (CONSTRUCT PER CALTRANS STANDARD PLAN A24C)
		22	PROPOSED CALIFORNIA MUTCD DETAIL #

VESTING TENTATIVE MAP
TRAFFIC SIGNING, STRIPING, & PARKING PLAN
THE RANCH
SUBDIVISION 9667

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1"=100' DATE: DECEMBER 30, 2024

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JOB NO.: 1133-021

SHEET NO. 8 OF 8 SHEETS

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EXHIBIT B:
DRAFT CONDITIONS OF APPROVAL
THE RANCH TM 9667 PHASE 2

1. **Project Approval**. This Vesting Tentative Map, Use Permit and Design Review approval is for 9667 Deer Valley Road, as substantially shown and described on the project plans, except as required to be modified by conditions herein or in the Development Agreement. Plans dated December 30, 2024, as presented to the City Council on DATE ("Approval Date."). For any condition herein that requires preparation of a Final Plan where the project applicanthas submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City.

2. **Project Approval Expiration**. This approval expires 10 years with expiration of the date of Development agreement for the entire The Ranch 1,177 residential community development, between the City of Antioch and Richland Planned communities, Inc. DATED" September 10, 2020 (or date on which this approval becomes effective) or an alternate time specified unless a building permit has been issued, and construction diligently pursued. The approval may be reviewed by the Community Development Director for a period up to an additional two (2) years, provided that, at least ten (10)days before expiration of one (1) year from the date when the approval becomes effective, an application for renewal of the approval is filed with the Community Development Department. The Community Development Director may grant a renewal of an approval where there is no change in the original application,or there is no request to change any condition of approval for up to two additional years from the expiration date.

3. **City Fees**. The applicant shall pay all City and other related fees applicable to the property, as may be modified by conditions herein. Fees shall be based on the current fee structure in effect at the time the relevant permits are secured and shall be paid before issuance of said permit or before any City Council final action approval. Notice shall be taken specifically of Plan Check, Engineering, Fire, and Inspection Fees.The project applicant shall also reimburse the City for direct costsof planning; building and engineering plan check and inspection, as mutually agreed between the City and applicant.

   - *Discretionary or ministerial permits/approvals will not be considered if the developer is not current on fees, balances, and reimbursement that are outstanding and owed to the City.*

4. **Pass-Through Fees.** The developer shall pay all pass-through fees shown below or show that the fees have been paid with the use of fee credits. Fees include but are not limited to:
   - East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
   - Contra Costa County Fire Protection District Fire Development Fee in place at the time of building permit issuance.

- Contra Costa County Map Maintenance Fee in affect at the time of recordation of the final map(s).
- Contra Costa County Flood Control District Drainage Area fee.
- Delta Diablo Sanitation Sewer Fees.
- Aviano Sewer agreement with City of Antioch

5. **Appeals**. Pursuant to Section 9-5.2509 of the Antioch Municipal Code, any decision made by the Planning Commission which would otherwise constitute final approval or denial may be appealed to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk within five (5) working days after the decision. All appeals to the City Council from the Planning Commission shall be accompanied by a filing fee established by a resolution of the City Clerk.

6. **Requirement for Building Permit**. Approval granted by the Planning Commission or City Council does not constitute a building permit or authorization to begin any construction or demolish anexisting structure. An appropriate permit issued by the Community Development Department must be obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.

7. **Modifications to Approved Plans**. The project shall be constructed as approved and with any additional changes required pursuant to the Conditions of Approval. Planning staff may approve minor modifications in the project design, but not the permitted land uses. A change requiring discretionary approval and any other changes deemed appropriate by the Planning staff shall require further approval through the discretionary review process.

8. **Mitigation Monitoring and Reporting Program.** The developer shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program for The Ranch (GP-20-01, MDP-20-01)

9. **Compliance Matrix.** With the submittal of all grading plans, improvement plans, and building permit plans, the applicant shall submit to the Community Development Department a Conditions and Mitigation Measures Compliance Matrix that lists: each Condition of Approval and Mitigation Measure, the City division responsible for review, and show the applicant meets the Condition of Approval or Mitigation Measure. The applicant shall update the compliance matrix and provide it with each submittal.

10. **Hold Harmless Agreement/Indemnification**. The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch and its agents, officers and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approvalconcerning this application. The city will promptly notify the applicant of any such claim action or proceeding and cooperate fully in the defense.

11. The development shall comply with the City of Antioch Municipal Code, unless a specific exception is granted thereto, or is otherwise modified in these conditions or in the Development Agreement.

12. Permits or approvals, whether discretionary or ministerial, will not be considered if the developer is not current on fees, reimbursement and/or other payments that are due the City.

13. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.

14. **Subdivision Map Act Compliance.** The Vesting Tentative Map approval is subject to the timelines established in the State of California Subdivision Map Act or as extended by a Development Agreement.

15. **Final Master Parcel Map.** The Developer may file a Final Master Parcel Map based being in substantial conformance with the phase 2 Vesting Tentative Map of subdivision 9667 prepared by Carlson, Barbee and Gibson, Inc. (CBG) located in San Ramon, CA, on December 30,2024 received by the Community Development Department, and also shall be in compliance to the conditions of approval and mitigations measures of this approved "The Ranch Subdivision 9667" project.

Approval of the Vesting Tentative Map shall not constitute the approval of any improvements on the Vesting Tentative Map until they are fully designed on the required improvement plans, constructed, inspected, and signed off by publics works department. These conditions of approval shall not be construed as a guarantee of future extension or reapprovals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond what is approved by this vesting tentative map.

16. **On-Street Parking.** One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map prepared by CBG and associates and stamped received by the Planning Division on 12/30/2024, or as otherwise approved by the City Engineer in writing.

17. **Master Final Parcel Map.** The Developer may file a master final map subdividing the Phase 2 of "The Ranch" new parcel 2 of 89.38 acres into one to three parcels for further subdivision and development as shown on the Tentative Map 9667. Parcel 1, Phase 2A, development may consist of residential lots 1-79 with the listed below streets and improvements for future residential development and improvement. Parcel 2, Phase 2B development may consist of residential lots 80 to 115 with the listed below streets and improvements for future residential development and improvement. Parcel 3, Phase 2C development may consist of residential lots 116 to 213 with the listed below streets and improvements for future residential development and improvement. This means that the developer may create up to three large parcels

of each of the above listed residential areas with the first final map of this phase and then file subsequent subdivisions of large parcels 1,2 and 3 into the residential lots shown on the tentative map 9667.

18. **Base Infrastructure for New parcel 2 into Parcels 1,2, and 3.** With the development of new parcel 2, that consists of phase 2 Tentative Map 9667 are the following back bone dedications and improvements as shown in TM 9667. These backbone dedications and improvements are the following:

1. Offer of dedication and begin construction on Sand Creek Road (112'R/W) from the westerly line of Lot 1, phase 1 at the end of Sand Creek Road that connects to existing dead end of Dallas Ranch Road at the north property line of new parcel 2, with 2 - 32'wide paved streets (f/c to f/c), and a 16' wide landscaped median, 6' wide sidewalks and 10'wide parkway landscaping from curb and gutter and sidewalks on both sides of the paved roadways. Roadway completion timing is based on Exhibit B in the project development agreement with the city.
2. Offer of dedication and begin construction on street B (56'R/W) (f/c to f/c), with a 20' wide landscape parkway adjacent on one side of the roadway, and 5'wide PUE and landscaped parkway between street curb and gutter to and residential properties lines of the street as shown on said tentative map at 1st building permit issuance within TM 9667.
3. Offer of dedication and begin construction on future Sand Creek Road (112' R/W) roadway access from Sand creek Road of phase 1 to the northernly property line of phase 2 to the connection of Dalla Ranch Road, and from the second most western intersection of street B (112'R/W) and Sand Creek Road extend the future roadway south shown as right of way for future access roadway for phase 3 development as shown on said tentative Map. Constructed with this future road extension is various storm drain improvements to drain the open space area so not to cause any further soil erosion to the banks of Sand creek. Roadway completion timing is based on Exhibit B in the project development agreement with the city.
4. Offer of dedication and begin construction on all proposed utility improvements in Sand Creek Road (from Sand Creek Road to west phase 1 terminus at the lot 1 property line to Dallas Ranch Road) A as shown on the tentative map 9667 shall consist of the following: (Roadway completion timing is based on Exhibit B in the project Development Agreement with the City).
    a. 16" Water Main line in Sand Creek Road
    b. 12" Non-Potable Water Main Line in Sand Creek Road
    c. 8"-15" Sanitary sewer line in Sand Creek Road
    d. 36"-48" Storm Drain line in Sand Creek Road
    e. 8" Water Main in Street B
    f. 18" Storm drains line in Street B
    g. 8" Sanitary Sewer Line north in Street B
    h. All Electrical Lines, switches and transformers, meters, etc. for adequate electrical services to future residential units in Lots 1, 2 and 3.
    i. Internet/ Cable TV lines, switches, transformers, meters, etc. to provide adequate internet service to future surrounding residential lots.

j. Along Sand Creek Road, dedication of landscape parcels II, KK, MM, LL (from the west New Parcel 1 property line to north and northeast property line of phase 2 Tentative Map). Retaining walls, fences and landscape improvements will occur when the adjacent residential lots develop.
k. Along with the dedication and improvement of Sand Creek Road, dedicate open space of parcels OO, PP, and construct 8 feet wide and 14' wide trail along the edge of the phase 2 property line and the Sand Creek. This includes installation of all needed storm drain lines, grading, drainage inlets and outlet structures, drainage treatment, pathways, maintenance access roads, fencing, gates, and any other needed improvements for the parcel area to function as open space and future extension of utilities and right of way for phase 3. Improvements to be completed at noted building permit issuance timing listed in COA 129.

19. Improvements to Residential Lots 1-79 in phase 2A. With the creation of residential Lots 1-79, the developer may file a subsequent final map of the following dedications and improvements in the layout shown with TM 9667**:**

a. The creation of residential Lots 1-79 according to the layout shown on Tentative Map 9667.
b. Dedication and improvement of Streets V, X, Y, Z and Court V (56' R/W), street pavement 36' (F/C to F/C) with two 5' sidewalks on each side of the paved roadway.
c. Along Street B, shall dedicate parkway landscape parcels CC from street C to Sand Creek Rd. and install masonry fences and landscape improvements will occur when the adjacent residential lots develop to each park parcel.
d. Dedicate Park parcel BB and Park Parcel EE to the City. The installation of all park landscaping, irrigation, and park amenities for subdivision will occur when with the construction of the first residential lot adjacent to the park parcel.
e. Installation of all lot wood fencing and retaining walls to each of residential lots of these subdivisions will occur with final construction of adjacent residential houses, unless approved before by the City Engineer or Director and Community Development.
f. Construction of the 4' wide natural trail/path improvements located within Park parcel NN from V court to top of the hill lookout to Sand Creek Road shall be installed with the construction of adjacent residential lots to the park parcels unless waved and approved to be constructed in a later phase by the City Engineer and Director of Community Development.

20. Improvements for residential Lots 80-115, in parcel 1, phase 2B

a. The creation of residential lots 80-115 according to the layout as shown on tentative map 9667.
b. Street CC (56'R/W), 36'wide pavement (F/C to F/C), 2 -5' wide sidewalks on both sides of the pavement.
c. Street DD and DD Court: (56'R/W) 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement
d. Street EE (56'R/W) 36'wide pavement (F/C to F/C), 2 -5' wide sidewalks on both sides of the pavement:

e. Parcel FF, Parkway Landscape improvements to street B.
f. Parcel MM: Parkway Landscape improvements to Sand Creek Road
g. Park Parcel NN: Parkway Landscape improvements
h. Park Parcel NND: Park improvements
i. Park parcel NN: Park improvements, Park amenities, landscaping, irrigation, sidewalks, play equipment, park signage.
g. Install a 5' wide paved sidewalk/Trail path from Sand Creek Road to Street B and Street Z unless waved and approved to be constructed in a later phase by the City Engineer and Director of Community Development.

21. Trails: With the development of residential lots 116 to 213, a 14' wide trail with to match the project Design Guidelines shall be constructed from the intersection of 'Street B and Sand Creek Road to westerly property line of Lot 1. The trail section shall be 4" concrete over 6" of Class 2 AB.

22. Masonry Sound wall fencing. With the construction of residential lots in Phase 2A, The Developer shall construct a masonry sound wall fencing along streets B, from Street C and Sand Creek Road, along the parkway parcels, adjacent to residential lots. The developer shall construct 6' high decorative masonry or concrete CMU sound walls in the parkway parcels. The locations of the Wall start and end locations, colors samples and decorative layout of the walls shall be detailed on the improvement plans that will be reviewed and preapproved by the planning and building department prior to construction.

23. With the creation of the first final map from Tentative Map 9667 of phase 2, the developer shall obtain the abandonment of existing 30' wide pipeline and existing pole line easements as shown on the tentative map.

24. Improvements to Residential Lots 116 to 213, in phase 2C. With the creation of residential Lots 116-213, the developer will file a subsequent final map of the following dedications and improvements in the layout shown with TM 9667:

a. Street AA (56'R/W) with 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement:
b. Street BB (56'R/W) with 36'wide pavement (F/C to F/C), 2 -5' wide sidewalks on both sides of the pavement:
c. Street CC (56'R/W) with 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement:
d. Street Z(56'R/W) with 36'wide pavement (F/C to F/C), 2- 5' wide sidewalks on both sides of the pavement:
e. Parcel DD: Parkway landscape improvements along street B
f. Parcel GG: Parkway landscape improvements along Street B
g. Parcels JJ: Parkway Landscape improvements along C street (not labeled on map)
h. Parcels II: Parkway Landscape improvements along Sand Creek Road

i. Parcel KK: Parkway Landscape improvements along Sand Creek
j. Delete
k. Along Sand Creek Road, developer shall dedicate landscape parcels II, KK, MM, LL (from the west New Parcel 1 property line to north and northeast property line of phase 2 Tentative Map). Retaining walls, fences and landscape improvements will occur when the adjacent residential lots develop.
l. Along Street C, dedicate a 5' wide landscape parkway parcel QQ as shown on the said tentative map (needs to be labeled). Retaining walls, fences and landscape improvements will occur when the adjacent residential lots develop.
m. Parcel KK: Landscape parkway improvements along Sand Creek Road
n. Parcel OO: Landscape, trail, sidewalk, and park improvements to the open space area.

Public Works Standard Conditions

25. **City Standards**. All proposed improvements shall be constructed to City standards or as otherwise approved by the City Engineer in writing.

26. **Utility Construction.** Public utilities shall be constructed to their ultimate size, location, and configuration with the road construction in which they are shown on the tentative parcel map TM 9667.

27. **Utility Undergrounding.** All existing and proposed utilities shall be undergrounded (including transformers and PMH boxes) and be subsurface pursuant to Section 7-3 "Underground Utility Districts" of the Antioch Municipal Code.

28. **Utility Mapping.** Prior to acceptance of public utilities, the Developer shall provide GPS coordinates of all existing and proposed utilities. This includes all Water Distribution Utility features, Sewer Collection Utility features, Storm Water Utility features, and all inverts associated with these features. Developer shall also include GPS coordinates of subdivision entry signs, street signs, light poles, water meter and irrigation controllers. These GPS coordinates must be taken on a survey-grade sub-meter GPS data receiver/collector and provided in GIS shapefile format using the NAVD 88 (with conversion information).

29. **Sewer**. The Developer shall install all sewage laterals from residential lots to houses and the line shall flow by gravity to the intersecting public street sewer main which will drain by gravity to existing City sewer trunk mains located east of the project per City standards as specified in project sewer master plan study of phase 1 and 2 of the Ranch development.

30. **Storm Drain Design/Construction**. The Developer shall design, and construct storm drain facilities to adequately collect and convey stormwater entering or originating within each development area to the nearest adequate man-made

drainage facility east of the project in phase 1 or natural watercourse, without diversion of the watershed.

a. All public utilities, including storm drainpipes and ditches, shall be installed in public streets avoiding any private connections between lot locations. All proposed drainage facilities, including open ditches, shall be constructed of Portland Concrete Cement, or as approved by the City Engineer.

b. Storm drains system shall flow to the water treatment and detention Basins located within parcel C the phase 1 tentative map with no diversion out of existing watershed(s).

c. The detention basin and associated improvements shall be constructed and operational prior to issuance of first residential building permit.

d. All Water quality and detention basins are located in parcel C of phase 1 shall be designed to the satisfaction of the City Engineer with an emergency spillway to provide controlled overflow relief for large storm events. An Operations and Maintenance Manual (for each basin) shall be submitted to the City for basins prior to the issuance of the first building permit of this phase 2.

31. **Water Pressure**. The Developer shall provide adequate water pressure and volume to serve individual housing units within this development in accordance with city standards. This will include a minimum flow of 50 gpm at 20 psi residual pressure at each residential house water service as approved by the City Engineer. See Fire Requirements for additional water flow conditions.

32. **Requirement for Looped System.** The public water main shall be designed as a looped distribution system in all phases of construction. If not already connected as a looped water system, developer shall be responsible for installing any additional water mains outside the project as a looped system at no cost to the City.

33. **Hydrology Analysis**. The developer shall submit a 10 year and 100-year (24-hour rain event) hydrology and hydraulic analyses/ report as part of the storm water control plan. The analysis/ report shall demonstrate adequacy of the in-tract drainage system to the downstream drainage system. The analysis shall also be reviewed and approved by the city and Contra Costa County Flood Control.

34. **Retaining Walls.** The developer shall construct retaining walls where a grade transition reaches more than 2:1 slope and soil is not retained by a retaining wall. The following shall apply:
    a. Public Right of Way. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless otherwise approved by the City Engineer.
    b. Materials. All retaining walls shall be of concrete masonry unit construction.

c. Height. All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the front yard setback and sight distance triangles as required by the City Engineer.

35. **Fences.** The developer shall construct rear and side yard fencing for all units in each phase of construction. All interior residential fences shall be made of wood or other suitable durable material and located at the top of slope or as approved by the City Engineer.

    a. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as otherwise approved by the City Engineer in writing.

    b. All fencing adjacent to open space (trails and basins) shall be wrought iron, tubular steel, or as otherwise approved by the City Engineer in writing at the time of improvement plan approval and shall be located at the top of slope.

36. **All residential houses shall have rain gutters and downspouts** installed that will direct water away from the building foundation unless approved by the City Engineer

<u>Conservation/NPDES</u>

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

38. **NPDES.** The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (AMC§6-9). (Note: Per State Regulations, NPDES Requirements are those in affect at the time of the Final Discretional Approval.)

    a. Under NPDES regulations, the project is subject to provision C.3: "New development and redevelopment regulations for storm water treatment."
    b. Requirements. Provision C.3 requires that the project include storm water treatment and source control measures, as well as run-off flow controls so that post-project runoff does not exceed estimated pre-project runoff.
    c. Storm Water Control Plan. C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrate plan compliance. The SWCP shall be submitted concurrently with site improvement plans.
    d. Operation and Maintenance Plan. For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted to the Building Department at the time of permit submittal.
    e. CCRs. Both the approved SWCP and O&M plans shall be included in the project CC&Rs. Prior to building permit final and issuance of a Certificate of Occupancy,

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

39. **NPDES Plan Submittal Requirements.** The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:

a) **Application**. Prior to issuance of permits for building, site improvements, or landscaping, the developer shall submit a permit application consistent with the developer's approved Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious area, pervious pavements, self-retaining areas, treatment BMPs, permanent source control BMPs, and other features that control storm water flow and potential storm water pollutants.

b) **Certified Professional.** The Storm Water Control Plan shall be prepared by a certified by a registered civil engineer, and by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California and submit verification of training, on design of treatment measures for water quality, not more than three years prior to the signature date by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

c) **Final Operation & Maintenance Plan**. Prior to building permit final and issuance of a Certificate of Occupancy of last unit of every phase of development, the developer shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.

d) **Long Term Management**. Prior to building permit final and issuance of a Certificate of Occupancy, the developer shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.

e) **Design Details.**
   i. The Developer shall prevent any residential lot drainage from draining across another residential lots, private sidewalks, and driveways in a concentrated manner.
   ii. The developer shall install on all catch basins "No Dumping, Drains to River" decal buttons on all curb openings of the drainage inlets.

f) **Hydrology Calculations**. The developer shall collect and convey all storm water entering, and/or originating from the developed site to an adequate downstream drainage facility without diversion of the watershed. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineer Department for review and approval prior to grading permit.

g) **Regional Water Quality Control.** Prior to issuance of the grading permit, the developer shall submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.

h) **SWPP.** The developer shall submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

i) **BMP**. The developer shall Install appropriate clean water devices at all private storms drain locations immediately prior to entering the public storm drain system. The developer shall Implement Best Management Practices (BMP's) at all times during construction.

j) **Erosion Control**. The developer shall Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The developer shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.

k) On-Going Maintenance.

i) The developer shall sweep or vacuum the roadway pavements a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.

ii. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.

iii. The developer shall ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.

iv. **The developer shall clean all on-site storm drain facilities** a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.

Additional information regarding the project SWCP is necessary and modifications to the SWCP shown on the proposed Vesting Tentative Map may be required in order to comply with C.3 regulations.

<u>Fire Standards</u>

40. The Developer/ applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District in the letter dated August 25, 2020:

a. **CFD.** The applicant shall annex into the Contra Costa County Fire Protection District (CFD) to fund the incremental cost of fire protection and ambulance service delivery. The developer shall contact the Office of the Fire Chief for specific details on the annexation into the fire CFD.

b. **Site Access**. Access shall comply with Fire District requirements.

i. Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet and must be capable of supporting the imposed fire apparatus loading of 37 tons. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

c. **No-Parking-Fire Lane**. Access roadways of less than 28-feet unobstructed width shall have signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC
   i. Access roadways of 28 feet or greater, but less than 36-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted, allowing for parking on one side only or curbs painted red with the words NO PARKING – FIRE LANE clearly marked. (22500.1) CVC, (503.3) CFC

d. **Turnarounds.** Turnarounds shall comply with Fire District Requirements.

e. **Water Supply.** The developer shall provide adequate and reliable water supply for fire protection with a minimum fire flow of 1500 GPM per fire hydrant. Required flow must be delivered from not more than 2 hydrants flowing full for a duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (8105) CFC

f. **Hydrants.** The developer shall provide hydrants of the East Bay type in compliance with Chapter 5 and Appendix D of the California Fire Code. (C103.1) CFC

g. **Improvement Plans.** The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:
   i. All existing or proposed hydrant locations
   ii. Fire apparatus access.
   iii. Size of building and type of construction
   iv. Striping and signage plan

   This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

h. **Emergency Apparatus**. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC
   Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

i. **Automatic Fire Sprinkler Systems.** The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2019 edition of NFPA 13D or Section R313.3 of the 2019 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County Ordinance 2019-37.

j. **Traffic Signal.** The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

k. **Combustible Storage.** Flammable or combustible liquid storage tanks shall not be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC

l. **Vegetation Management.** The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

m. **Subdivision Review.** Development on any parcel in this subdivision shall be subject to review and approval by the Fire District to ensure compliance with minimum requirements related to fire and life safety. Submit three (3) sets of plans to the Fire District prior to obtaining a building permit. (501.3) CFC

n. **Fire Prevention Program**. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

o. **Pre fire Plan**. The fire prevention program superintendent shall develop and maintain an approved pre-fire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such pre-fire plans. (Ch.33) CFC

41. Requirement for Master map Phasing Plan. Unless others specified in these conditions, all master map improvements shall be built continuously in one phase. If the Developer decides to phase project, then the developer shall provide a phasing plan to the Community Development and Engineering Departments for review and approval.

42. Final Landscape Plans. The Developer/applicant shall submit final landscape plans that identify specific plant materials to be used, including all shrubs and groundcover, providing both common and botanical names, sizes, and quantities at the time of building permit submittal. The project shall emphasize local and native species of plants in the final landscape plans.

43. Water Efficient Landscape Ordinance. Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S The State Model Water Efficient Landscape Ordinance (MWELO). The applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.

44. Common Area Landscaping. Landscaping shall be provided on all slopes, medians, C.3 basins and open space areas shall be approved by the City Engineer and installed at the applicant's expense prior to building permit and occupancy.

45. **Rain Gutters and lot Drainage.** All residential houses shall contain rain gutters and downspouts to direct water away from the concrete foundation as approved by the City Engineer.

46. **Utility Location on Private Property**. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines or as approved by the City Engineer.

47. **Trees.** One (1) fifteen-gallon tree shall be located within the front yard of each residential lot prior to the issuance of the certificate of occupancy for each lot. The type and location of the tree shall be in substantial conformance with the preliminary landscape plan submitted to the City on and dated received by Community Development.

48. Based on any active drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval until a later approval by the City Engineer but prior to occupancy approval of the last residential unit in each subdivision.

49. Project shall emphasize local and native species of plants in the final landscape plans.

50. **Water conservation measures**, including low volume toilets, flow restrictors in showers and the use of drought tolerant landscaping, shall be used in each residential house.

51. The Project shall meet or exceed Tier 1 of the CAL Green Building Code

<u>Grading Improvements</u>

52. **Requirement for Grading Permit.** A grading permit is required prior to commencement of any grading operations. The permit shall be obtained through the City's Building Department subject to review and approval by the City Engineer. The submitted plans shall incorporate any modifications required by the Conditions of Approval, geotechnical studies, NPDES and SWIP requirements.

53. **Soils.** Prior to the approval of the grading plan(s), the City Engineer shall determine if a soils or structural engineer, is required to review the building permit plan set submitted for this project. If deemed necessary by the City Engineer, field inspections by such professionals will be required to verify compliance with the approved plans. The developer shall pay all costs for these consulting services.

54. **Off-Site Grading.** All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The developer shall submit

written authorization to "access, enter, and/or grade" adjacent properties prior to issuance of permit and performing any work outside the development project property shown on the TM 9571.

55. **Grading Easements.** Any sale of a portion (or portions) of this project to multiple developers shall include the necessary back bone improvements, development agreement and/or grading easements to assure that project-wide grading conforms to the approved tentative map and conditions of each phase of the project.

56. **Grading Operation.** The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation to occur into the public storm drain system. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases and rain events. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan and implementing proper erosion control detail techniques.

57. All residential lots and public parcels shall drain to closest public street, public storm drain, or approved drainage facilities as approved by the City Engineer.

58. All grading shall be accomplished in a manner that precludes surface water draining across any residential property lines. All residential lots shall independently drain to the public street.

59. All lots shall be graded to drain positively from the rear back yard by swale or underground system to the front yard by swales or pipes located on one or both sides of the lot to the front yard, that positivity slopes to public street. Each lot or parcel drainage shall be shown on grading and/or plot plans that have engineered by professional civil engineer and reviewed and approved by the City Engineer.

60. The slopes adjacent to the house footings shall have a minimum slope of two percent (2%) slope away from the footing and slope to closest drainage swale or catch basin or as directed by the City Engineer.

61. All off-site grading outside the project property lines is subject to the review, coordination and approval of the affected adjacent private property owners and the City Engineer. The developer shall submit written authorization to "access, enter, and/or grade" adjacent properties prior to issuance of permit and performing any work. If needed, the developer may need to obtain a grading easement.

62. The grading plan for this development shall be reviewed and approved by the City Engineer. Any changes to this plan shall be reviewed and approved by City Engineer prior to grading operations and the grading and plot plan updated.

63. All elevations shown on the grading and plot plans shall be based on NAVD 88 datum with conversion information, as approved by the City Engineer.

64. Locations of building exterior walls, fences and retaining walls and drainage swales, side slopes, top and bottom of slopes, catch basins with underground pipe drainage systems, pipe out falls shall be shown on the grading and plot plans for review and approval. All the above features shall have proposed elevations shown on the grading plan and/or plot plans so the grading of each residential lot or public parcel can adequately drain to acceptable manor as approved by the City Engineer.

65. All retaining walls along public right of way lines to shall be reduced in height to the maximum extent practicable and the retaining walls shall meet maximum height requirements of line-of-sight distance triangles at lot close to intersections and at corners of roadways as required by the City Engineer.

66. The back-to-back or side-to-side grading transitions from lot-to-lot shall have a maximum slope of 2:1, and shall be accommodated entirely on the lower lot or as approved by the City Engineer

67. The minimum longitudinal slope of concrete gutters shall be 0.75% unless approved by the City Engineer.

68. All property lines on residential or commercial lots shall be located 1 foot from the top of slope unless approved by the City Engineer

69. The Developer shall implement Project-specific Geotechnical Recommendations Prior to issuance of any grading permits, all recommendations and specifications set forth in the project specific Geotechnical Exploration Report prepared for the proposed project shall be reflected on the project grading and foundation plans (inclusive of seismic design parameters), subject to review and approval by the City of Antioch Engineer

70. A Grading and Foundation Plan Review and Construction inspection /Monitoring program shall be completed prior to issuance of any grading permits. The developer/ project Applicant shall retain a design geotechnical engineering firm to review the final grading and foundation plans and specifications to evaluate whether recommendations have been implemented from the project-specific Geotechnical Exploration Report, and to provide additional or modified recommendations, as needed. A California Registered Geologist and/or Engineer shall perform construction monitoring to check the validity of the assumptions made in the geotechnical investigation. Earthwork operations shall be performed under the observation of a California Registered Geologist and/or Engineer to check that the site is properly prepared, the selected fill materials are satisfactory, and that placement and compaction of the fills has been performed in accordance with recommendations and the project specifications.

71. The Development of a Storm Water Pollution Prevention Plan. Prior to the issuance of grading permits, the project Applicant shall prepare and submit to the City Public Works Department and Central Valley Regional Water Quality Control Board (RWQCB), a Storm Water Pollution Prevention Plan (SWPPP) detailing measures to control soil erosion and waste discharges during construction. The SWPPP shall include an erosion control plan, a water quality monitoring plan, a hazardous materials management plan, and postconstruction Best Management Practices.

72. The Developer shall conduct Pre-Construction Hazardous Materials Surveys prior to the issuance of a demolition permit for removal of each of the existing structures on-site. The Applicant shall hire a California Registered Asbestos Abatement Contractor to inspect, and if necessary, remove all asbestos containing materials, and conduct final clearance inspections (visual) to document the completion of the action. All demolition activities shall be completed in accordance with California Code of Regulations Title 17, Division 1, Chapter 8, Article 1. All construction work where an employee may be occupationally exposed to lead containing paint, including demolition, must comply with Occupational and Safety Health Administration (OSHA) Regulation 29 Code of Federal Regulations 1926.62, and California Occupational and Safety Health Administration (Cal/OSHA) Title 8 California Code of Regulations 1523.1.

73. Proper Well Abandonment of Well No. 1 is required in accordance with current California Department Division of Oil, Gas, and Geothermal Resources (DOGGR) regulations to address past oil and gas exploration and production activities. Prior to final map approval, the Applicant shall submit to the City of Antioch Engineering Department, for review and approval, plans which show that future inhabited structures will not be located over the two abandoned oil/gas wells. The plans shall be completed in compliance with the DOGGR Construction Site Review Program, which includes guidelines and recommendations for setbacks and mitigation measures for venting systems.

74. Removal of all Hazardous Material Containers prior to site grading. the Applicant shall cause all noted potentially hazardous material containers and tanks to be removed from the project area.

75. Petroleum Pipeline Abandonment/Removal Prior to commencement of residential construction. The Developer/Applicant shall ensure that all petroleum pipelines within the areas of the project site planned for development shall be abandoned and/or removed in accordance with applicable federal, state, and/or local standards to the satisfaction of the Contra Costa Environmental Health Department and the City Engineer. If any indicators of apparent soil contamination (soil staining, odors, debris fill material, etc.) are found at the project site associated with the petroleum pipelines, the impacted area shall be isolated from surrounding, nonimpacted areas. The project environmental professional shall obtain samples of the potentially impacted

soil for analysis of the contaminants of concern and comparison with applicable regulatory residential screening levels (i.e., Environmental Screening Levels, California Human Health Screening Levels, Regional Screening Levels, etc.). Where the soil contaminant concentrations exceed the applicable regulatory residential screening levels, the impacted soil shall be excavated and disposed of off-site at a licensed landfill facility to the satisfaction of the Contra Costa Environmental Health Department. If soil contaminants do not exceed the applicable regulatory residential screening levels, further action is not required.

76. Sewer System Requirements. The developer shall construct a sanitary sewer system for the project shall be in compliance with City of Antioch standard plans and to the satisfaction of the City Engineer prior to issuance of a building permit of any residential lots that it will serve.

77. Demolition Permit. A site demolition and grading permit will not be issued until all the required Storm Water and environmental permits have been issued and the site has completed all the required environmental inspections have occurred. All demolition shall be in accordance with permits issued by the City and Bay Area Air Quality Management District (BAAQMD).

78. Encroachment Permit. The applicant shall obtain a separate encroachment permit from the City of Antioch Engineering Department before commencing any construction activities within the public right of way.

79. Collection of Construction Debris. The developer shall deposit all construction debris into a Waste Management dumpster or other approved container that is emptied or removed from the project site on a regular basis consistent with the City Construction and Demolition Debris Ordinance. When appropriate, use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater and soil pollution.

80. Construction Hours. Hours of construction activities shall be confined to hours defined in the Antioch Municipal Code. Construction activity is limited to 8:00 AM to 5:00 PM Monday-Friday or as approved in writing by the City Manager. Requests for alternative construction hours shall be submitted in writing to the City Engineer 5 working days in advance. Such times are usually restricted to the hours of 8:00 a.m. to 6:00 p.m. on weekdays and on weekends.

81. Demolition, Debris, Recycling. The project shall be in compliance with and supply all the necessary documentation for Antioch Municipal Code § 6-3.2: Construction and Demolition Debris Recycling.

82. The developer shall use proper (Standard) dust control means and methods be used to stabilize wind erosion and dust generated by construction activities. The developer shall post contact numbers of the developer site supervisor, City inspection staff, and

the air quality control board for the general public to be able to contact if they wish to complain.

83. The construction area shall be kept clean of all times of debris, (boxes, junk, garbage, etc.) and/or extensive stockpiles of earthwork and materials at all times.

84. Dallas Ranch Road at the Dallas Ranch 7 subdivision shall continue to be barricaded until the extension to Dallas Ranch Road is constructed with phase 2 and issuance of the 1st certificate of occupancy of phase 2. No construction access shall be allowed on this section of Sand Creek Road during construction of this subdivision's improvements unless otherwise approved in writing by the City Engineer.

85. Filter Materials at Storm Drain Inlet. Install filter materials (such as sandbags, filter fabric, etc.) at the storm drain inlet nearest the downstream side of the project site prior to:

a. start of the rainy season (October 1).
b. site dewatering activities.
c. street washing activities.
d. saw cutting asphalt or concrete; and
e. order to retain any debris or dirt flowing into the city storm drain system.
f. Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness and prevent street flooding. Dispose of filter particles in the trash.

86. Archeological Remains. In the event subsurface archeological remains area discovered during any construction or preconstruction activities on the site, all land alteration work within 100 feet of the find shall be halted, the Community Development Department notified, and a professional archeologist, certified by the Society of California Archeology and/or the Society of Professional Archeology, shall be notified. Site work in this area shall not occur until the archeologist has had an opportunity to evaluate the significance of the find and to outline appropriate mitigation measures, if deemed necessary. If prehistoric archeological deposits are discovered during development of the site, local Native American organizations shall be consulted and involved in making resource management decisions.

87. Erosion Control Measures. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation into neighboring private parcels or existing streams. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.

88. Dust Control. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The developer shall post signage with a contact number of the developer, City staff, and the air quality control board.

Final Map

89. Removal of Vacated Easements. All easements of record that are no longer required and that will affect individual residential lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map or subsequent final maps or separate recorded documents as approved by City Engineer.

90. Required Easements. All required easements or rights-of-way for improvements shall be secured by the developer at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

91. Postal Service. Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and approved by the City Engineer prior to the approval of each final map.

Prior to Issuance of Occupancy Permit

92. Planning Inspection. Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans and landscape installation (if required).

93. Debris Removal. All mud, dirt or construction debris shall be removed from the construction site prior to the scheduling the final Planning inspection of the residential lots or parcels. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.

94. Fire Prevention. A final Fire inspection shall occur to inspect all fire prevention systems constructed as part of the project. Inspections shall occur prior to final occupancy permit issuance.

95. Damage to Street Improvements. Any damage to existing street improvements during construction or damage to adjacent private property, shall be repaired to the satisfaction of the City Engineer at the full expense of the applicant. This shall include sidewalk repair, slurry seal, street repairs and reconstruction or others, as may be required by the City Engineer.

96. Right-of-Way Construction Standards. All improvements within the public right-of-way, including curb, gutter, sidewalks, driveways, paving and utilities, shall be constructed in accordance with approved standards and/or plans and shall comply with the standard plans and specification of the City Engineer.

Homeowners Association and CCRS

97. The developer shall establish a Homeowner's Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:

- All HOA owned park parcels, including structures, walls, and landscaping and other facilities within (Parcels DD, FF, GG, II, JJ, KK, LL MM) parcel as shown the tentative Map.

- The City shall be reimbursed for maintenance of landscape, roadway (including striping and signing), concrete (including sidewalk, curb, gutter, and curb ramps), storm drain facilities, street lighting, and all other HOA facilities and amenities are not maintained by the HOA to a not acceptable City level.

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

- City approvals of uses or external modifications.

- Property ownership or maintenance obligations including, but not limited to, common areas, open space, slopes, storm water basins and landscaping areas.

- The CC&Rs for this project shall be reviewed and approved by the City Attorney and the Community Development Director prior to the issuance of the 1st building permit.

99. All property within phase 2 shall annex into or establish and participate in a (CFD) community facility district and accept the level of annual assessments sufficient to maintain the following:

- All streetlights within the development.
- Landscaping along western street frontage of Deer Valley Road and landscaping within all traffic circles.
- Landscaping along both sides of Sand Creek Road and within the adjacent dedicated landscape parcels
- Landscaping installed along both sides of streets Sand Creek Road, B and C frontage and within the adjacent dedicated landscape parcels.
- Landscaping and improvements in park parcels BB, EE and NN.

Site and Project Design

100. The developer shall install approved mailbox facility for mail delivery of the future residential lots at locations reviewed by the USPS and the City Engineer prior to the approval of each final map and improvement plans. These mailbox facilities shall be installed with the construction of residential units within each phase of the subdivision.

101. All proposed improvements shall be constructed to City standards or as otherwise approved by the City Engineer in writing.

102. All public streets shall intersect at approximately 90 degrees and meet the requirements of Caltrans Highway Design Manual for Intersection Design Standards (Topic 405), and CAMUTCD manual as approved by the City Engineer.

103. All driveways shall be perpendicular or radial to the street centerline, or as otherwise approved by the City Engineer in writing.

104. Maximum driveway slope shall be 12% or as otherwise approved by the City Engineer in writing.

105. Driveways shall not be installed within five feet (5’) from the curb return of any street.

106. Curb ramps shall meet the latest version of Caltrans ADA curb ramp standards.

107. All driveways shall be a minimum of 12 feet wide.

108. All lot sidelines shall be perpendicular or radial to the fronting street centerline, or as otherwise approved by the City Engineer in writing.

109. Monolithic sidewalks with beveled curb shall be six inches (6”) thick and reinforced as approved by the City Engineer. Sidewalks at driveway approaches shall be ADA complaint. Minimum sidewalks widths shall be as follows:

- Adjacent to beveled curb, 4 feet excluding curb (bevel curb to be 12” deep by 3” high with ½” lip and 18” gutter).
- Adjacent to vertical curb, 4.5 feet excluding curb.

110. At all intersections, street corners and driveways, sight distance triangles shall be maintained per Antioch Municipal Code § 9-5.1101 Site Obstructions at Intersections, or as approved by the City Engineer

111. A minimum of a twenty-foot (20’) tangent shall extend beyond the return at intersections at public streets for the maintenance of adequate sight distance, or as approved by the City Engineer in writing.

112. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a minimum distance of 20 feet, or as otherwise approved by the City Engineer in writing.

113. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be setback a minimum of three feet (3’) behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as otherwise approved by the City Engineer in writing

114. The street names in the development shall be submitted to the city planning and fire department for review prior to approval of the subdivision improvement plans and final review of the final map. Changes to the street names shown on the Tentative Map shall require Planning Commission review and approval.

115. The developer shall provide a “checklist” of universal design accessibility features to home buyers as required by Health and Safety Code § 17959.6.

116. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.

117. The developer shall install streetlights within the project area at no cost to the City. Streetlights will be owned by the city and maintained as part of the LLD.

118. One (1) on-street parking space per lot shall be located within close proximity to the unit served, as shown on the vesting tentative map prepared April 28, 2023, that is stamped received by the Planning Division, or as otherwise approved by the City Engineer in writing.

119. All fencing adjacent to open space (trails and basins) shall be wrought iron, tubular steel, or as otherwise approved by the City Engineer in writing at the time of improvement plan approval and shall be located at the top of slope.

120. All two-car garages shall be a minimum of twenty feet by twenty feet (20' x 20') clear inside dimensions.

121. The developer and the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.

122. All park and trail signage shall be installed and comply with the latest version of the City's Way Finding Program

- The open space trail(s) and park(s) and associated improvements shall be constructed and completed by the developer prior to the issuance of the:

a. (for Park Parcel BB) – building permit of adjacent lots 28 or 53 or one (1) year from the issuance of the 1st building permit with lots 1-79, whichever shall occur first for those lots 1-79.
b. (for Park Parcel EE) and connective section(s) of Linear Park CC) – building permit for adjacent lots 65 and 74 building permit or one (1) year from the issuance of the 1st building permit in lots 1-79, whichever shall occur first for those lots north of B street.
c. (for Park Parcel NN and Trails) building permit for adjacent lots 75-79, and lots 80-93 or two (2) years from the issuance of the 1st building permit, whichever shall occur first (all lots inclusive)
d. (for open space Parcels PP, and OO) the 200th building permit or two (2) years from the issuance of the 1st building permit, whichever shall occur first.
e. (for remainder of Linear Park) 100th building permit or two (2) years from the issuance of the 1st building permit, whichever shall occur first.

<u>Model Homes</u>

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

124. The model home complex parking lot location and design shall be subject to the City Engineer's approval. Erosion control and Stormwater runoff treatment/retention shall be required.

125. The model home landscaping shall be drought tolerant native species, with total area of spray irrigation for the complex not to exceed 50 percent of the landscaping area.

Project Specific Conditions

126. This approval applies to the vesting tentative map 9667. All landscape plans, architectural elevations, utility plans, grading plans, storm water control plan, improvement plans, and other design drawings shall be provided to the City of Antioch for review and approval prior to construction of any residential lots and grading permit or utility construction permit.

127. Unless otherwise specified on these conditions of approval, The master map TM 9667 back bone improvements shall be constructed continuously in one phase. If the developer decides that the project needs to be phased, the developer shall provide a phasing plan to the Community Development and Engineering Departments for review and approval prior to commencing with construction.

128. The developer shall comply with all requirements of the California Department of Conservation Geologic Energy Management Division regarding the oil wells on the property.

129. To ensure that present and future property owners are aware of (a) the existence of all wells located on the property, and (b) potentially significant issues associated with any improvements near oil or gas wells, information regarding the wells and any other pertinent information shall be communicated to the appropriate county recorder with the recordation of the final map for inclusion in the title information of the subject real property, or on the adjacent lot if the well is in the right-of-way, by the developer. Copies of the recorded documents shall be provided to the Community Development Department

130. Any soil containing hydrocarbons shall be disposed of in accordance with local, state, and federal laws. The developer shall notify the appropriate authorities if soil containing significant amounts of hydrocarbons is discovered during development.

131. All architectural plans of the residential homes shall have the design treatments of the front elevations wrapped to the sides of the house or to fence line of lot at a minimum.

132. All residential houses shall install rain gutters with downspouts, to control the quantity of runoff surface water located adjacent to their foundations. All down spouts shall be collected into an underground conduit and discharged to the closest city curb as approved by the City Engineer. The design and location of these gutters and downspouts shall be constructed with the grading of residential lot that they are to drain, as approved by staff.

133. The front setbacks shall be varied, to the extent possible.

Backbone Transportation Roadways

134. **All Private Interior residential streets** of AA,BB,CC,DD,EE,V,X,Z , court DD and court V shall have a right-of-way width of 56', and the street constructed with a width of 36' from face-of-curb to face-of curb, with 2- 8' wide parking lanes, 2-10 wide travel lanes, 2- 5' wide concrete sidewalks , one on both sides of streets per sections shown on the approved Tentative map. The pavement section shall be a minimum traffic index (TI) of 6, and a minimum pavement thickness of 4" AC over 12" Class II AB.

135. **B Street.** The Developer shall construct Street B', from C street to Sand Creek Road shall have a right-of-way width of 56', constructed with a street pavement width of 36' from face-of-curb to face-of curb with 2- 6'wide bike lanes, 2 -12 travel lanes, 2- 5' wide separated concrete sidewalk on both sides of the street per sections shown on the approved Tentative map. The Structural section shall have a minimum traffic index (TI) of 7, and a minimum pavement thickness of 6" AC over 14" Class II AB.

136. **Sand Creek Road** (112' R/W) cross section: Sand Creek Road from the west side of lot one of Phase 1 to Dallas Ranch road located northwest of project shall have a dedicated right-of-way width of 112', a constructed street pavement width of 80 feet from F/C to F/C, with a 16 ' wide landscaped median, an 8' wide bike lanes, 2- 12' wide travel lanes and 6' wide separated concrete sidewalks and 10' parkway on both sides of the street per sections shown on the approved Tentative map. Structural section shall be a minimum traffic index (TI) of 9, and a minimum pavement thickness of 6" AC over 14" Class II AB. This sand creek road shall be constructed as part of the backbone improvements of the phase 2 development with construction with the first residential unit.

137. **Developer shall submit a Signing and Striping Plans** using the latest version of the Caltrans Standard Plans Pavement Markers and Traffic Lines Typical Details as depicted in the A20 and A24 series of plan sheets and the latest version of the California MUTCD's standards. Accessible parking design shall be compliant with the latest version of Caltrans Standard Plans A90 series of plan sheets. Lane widths to be finalized through Signing and Striping Plans subject to approval by the City Engineer submitted prior building permit and constructed prior to the first occupancy.

138. The Developer shall submit an on-site, street light Photometric Analysis Plan of the placement of streetlights 180 to 200 feet spacing per St-18 city standard plans in the corridor that include the photometric calculations for average, minimum, maximum, and uniformity illuminance values for the street to the satisfaction of the City Engineer. The design shall be completed prior to building permit and constructed prior to occupancy of the first residential unit.

139. Intersection Improvements:

- **Sand Creek and B Street** – The Developer shall complete the second 2 lane roundabout of intersection of 'B' Street and Sand Creek Road including concrete sidewalks, signage and striping, curb returns, ADA ramps, cross walks, bike lanes, bike ramps in accordance with City Standards. The intersection geometrics shall match the proposed width and lane geometrics for sand creek road to the satisfaction of the City Engineer prior to building permit of the first subdivision in phase 2. It also includes the installation of an overhead lighted road sign and streetlights on the street. The developer shall design and construct a proposed 2 lane roundabout to the latest CAMUTCD and Caltrans Standards, NCHRP guide for roundabouts (for multi-lane traffic circles) and meet the latest fire truck and commercial truck turning radius geometrics. All right of way and improvements at the proposed locations shall be to City standards and installed in their final location including all exiting transitions for eastbound and westbound directions in the improvement plan submittal. The developer shall prepare a preliminary layout of realignment of the Sand Creek Roadway and the geometrics of the new round about. The Developer shall also provide a traffic operational analysis of the new traffic circle at San Creek Road and B street and submit this analysis for review and approval by the City Traffic Engineer and City Engineer. The design shall be completed prior to building permit of the first subdivision and constructed prior to occupancy of the first building in first subdivision.

- **Other improvements will consist of:**

- With the construction of street B and phase 2A, future Lots 1-79, provide utility stub outs for future extension of utilities to the residential street Z as shown on TM 9667 utility stub-outs of 8"W, 8" SS,18" SD", Electric box, CATV box, Internet box from street B into street Z street at least 5-10' from the edge of pavement' shall be installed.
- With the construction of street B, phase 2B, lots 80 to 115, construct Utility stub outs of 8" W, 18" SD, 8" SS at the intersection of Streets B and CC, a minimum of 5' from edge of pavement shall be installed.
- With the construction of street B, phase 2C, lots 116 to 213, construct Utility stub outs of 16" W, 18" SD, 8" SS at the intersection of Streets B and CC, and Z street to street AA, a minimum of 5' from edge of pavement shall be installed.
- With the construction the intersection of Sand Creek Road and Street B, to future street to phase 3, construct utility stub-outs of 16" W, 18" SD", Electric box, CATV box, Internet box from street B into future street at least 5-10' from the edge of pavement shall be installed.

140. The developer may form an area wide benefit district to receive payment of fair contribution from other developers for tapping into or connecting into various utilities systems (Sewer, Water and Drainage) constructed and paid for by this development. The formation of such benefit district shall be prepared under the City requirements

for the formation benefit districts and shall be reviewed and approved by the City Engineer and formation approved by City Council prior occupancy of 213th building permit. The formation and execution of the benefit district shall be for 10 years and shall be paid for by the developer if he chooses to be reimbursed partly for his cost's installation of his main line's utility lines and various other back bone utility improvements and street infrastructure constructed with this development.

141. This developer will be subject to the payment of a fair share contribution of construction costs for installation of a downstream oversized sewer trunk line constructed by other developers for the installation of public sewer main line through the subdivisions 9489, 9249, and in the extension Sand Creek Road and Heidorn Ranch Road. This fair share cost for oversized sewer line is per agreement with the City and Aviano development for construction of sewer line through their development. The developers fair-share costs will be determined by the city engineer prior to 1st building permit of the subdivision and will be added costs sewer connection fees.

142. A construction traffic control plan shall be submitted for approval with the improvement plans for approval by the city. All Street improvements for access to the first phase of building permits shall be fully improved prior to the first building permit along street alignments agreed to in writing by the City Engineer.

143. Prior to the issuance of the 213th building permit or one (1) year from the issuance of the 1st building permit, whichever shall occur first, landscaping shall be installed along the frontage of Sand Creek Road on both sides of the street.

144. Trail system pathways shall be a 14' feet wide natural looking DG pavement as shown on the tentative map. The pavement shall be path pavement shall be 5" of concrete with 6" class 2 AB.

145. The sound wall shall use materials and colors that complement the neighborhood. The sound wall shall feature decorative columns or pilasters at regular intervals to provide relief. These changes shall be shown on the building permit submittal for review and approval by the Community Development Department.

146. The developer shall pay park in lieu fees in accordance with City and park and recreation district requirements and paid prior to building permit.

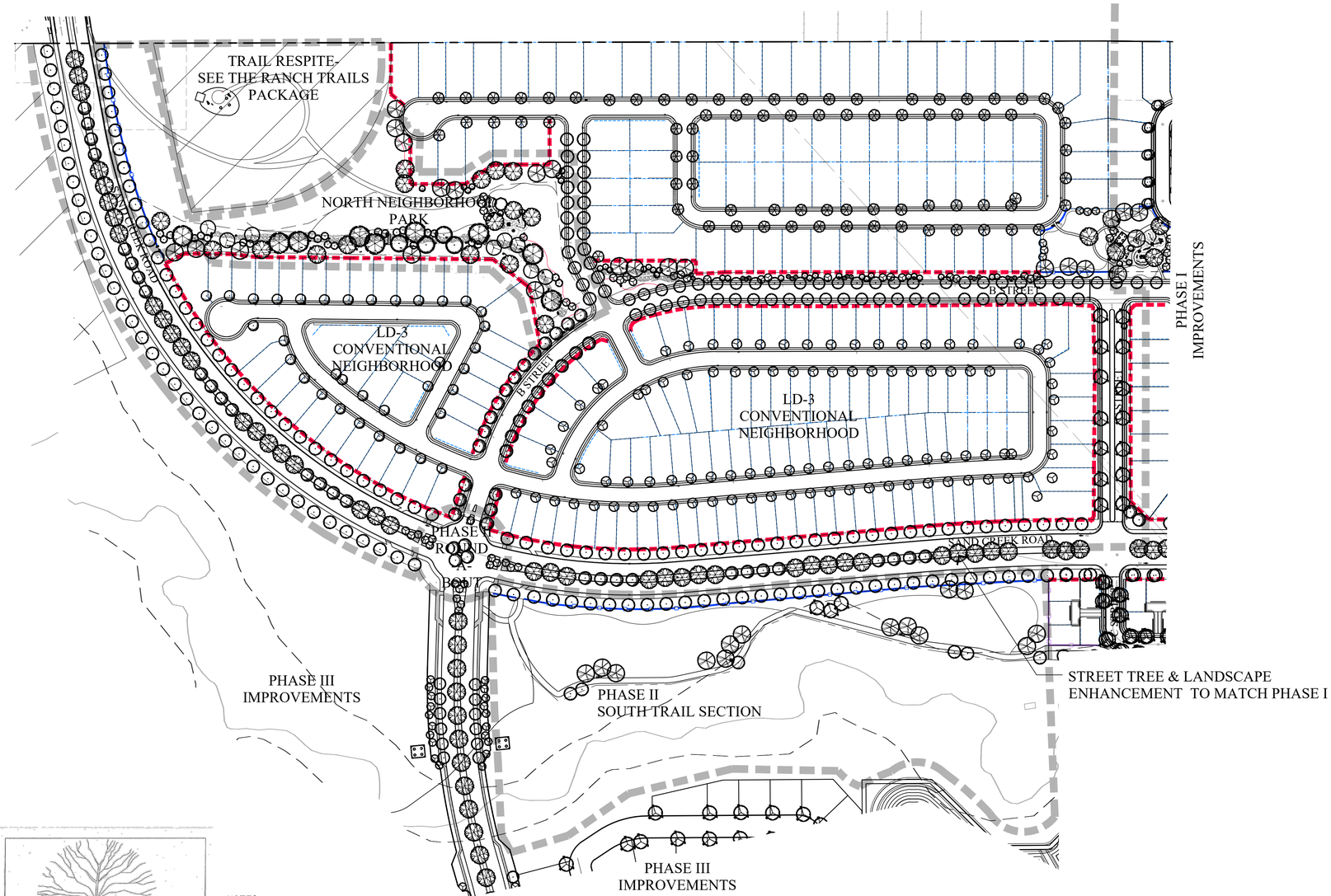
147. All final park designs shall be reviewed and approved by the Parks and Recreation Commission prior to the issuance of a building permit for the park.

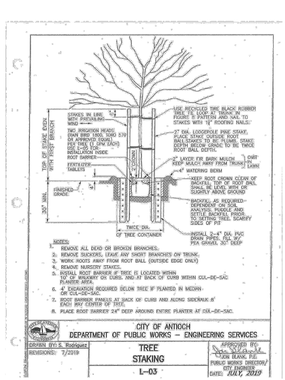
148. Bus Turnouts shall be constructed as shown in the Tentative map at the intersection of second intersection of Sand Creek Road and 'B' Street.

149. On all private lanes/streets/drives, the developer shall post CAMUTD R26 “no parking signs” every 300 feet that will be enforced by the subdivision HOA(s).

150. The Developer shall provide access restrictions to residential lots from adjacent public streets that do not front the residential lot shall be shown on the final map on those lots along Sand Creek Road, ‘B’ Street, and ‘C’ Street, respectively and along all park parcels.

EXHIBIT C





NOTES:

1. ALL TREES SHALL BE PLANTED AND STAKED PER CITY STANDARDS.
2. TREES BE PLANTED WITHIN 3' OF HARDSCAPE ELEMENTS, SHALL HAVE A LINEAR ROOT BARRIER INSTALLED ADJACENT TO THE HARDSCAPE ELEMENT AT TIME OF TREE PLANTING.
3. LANDSCAPE AND IRRIGATION SHALL COMPLY WITH CITY'S CURRENT WATER-EFFICIENT LANDSCAPE ORDINANCE.
4. ALL PLANTING AREAS SHALL BE AUTOMATICALLY IRRIGATED PER CITY STANDARDS. USING LOW-FLOW SPRAY, BUBBLERS OR DRIP METHODS.
5. ALL PLANTING AREAS SHALL BE MULCHED TO A MINIMUM DEPTH OF 3".

PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
NEIGHBORHOOD STREET TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
CELTIS SINENSIS	CHINESE HACKBERRY	24" BOX	40'/40'	MOD
FRAXINUS OXYCARPA RAYWOOD'	RAYWOOD ASH	24" BOX	30'/50'	MOD
MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	24" BOX	15'/25'	MOD
MAYTENUS BOARIA	MAYTEN	24" BOX	30'/50'	MOD
PYRUS CALLERYANA BRADFORD'	BRADFORD PEAR	24" BOX	35'/50'	MOD
PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
"ARROYO", BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
PLATANUS A. BLOODGOOD'	LONDON PLANE TREE	24" BOX	30' /60'	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

CONCEPTUAL LANDSCAPE STATEMENT

REGIONAL AND MICRO-CLIMATE CONDITIONS, SOLAR ORIENTATION AND SOIL CONDITIONS WILL BE TAKEN INTO ACCOUNT WITH REGARDS TO PLANT SELECTION AND PLACEMENT. THE PLANT PALETTE PROVIDES MANY PLANTS WITH VARYING GROWTH HABITS, PREFERENCES AND TOLERANCES, SO SELECTION OF JUST THE RIGHT PLANT SHOULD NOT BE DIFFICULT. A HIGH PERCENTAGE OF PLANTS SELECTED WILL BE DROUGHT TOLERANT AND APPROPRIATE FOR THE CLIMATE. THIS PALETTE, ALONG WITH A DRIP IRRIGATION SYSTEM WILL CONSERVE WATER WITHIN THE PROJECT.

BY SPECIFYING PLANTS WHICH REQUIRE LITTLE TO NO PRUNING, THE GREEN WASTE WILL BE REDUCED. PLANTS SELECTED WILL COMPLEMENT THE ARCHITECTURE.

ENTRYWAYS AND PICTURE WINDOWS WILL BE FRAMED BY SPECIMEN SHRUBS AND NODES WILL HAVE ACCENT PLANTINGS. PLANT SPECIES WHICH ENHANCE THE ARCHITECTURAL ELEVATIONS SHALL BE USED. A DIVERSE USE OF PLANT SPECIES WILL DISPLAY VARIOUS TEXTURES, FORMS, FOLIAGE COLOR, AND FLOWERS; WILL CREATE A BEAUTIFUL LANDSCAPE TO CONTRIBUTE AESTHETICALLY TO THE SURROUNDING NEIGHBORHOODS.

THE TREES HAVE BEEN SELECTED TO HAVE NON-INVASIVE ROOT SYSTEMS, AND PLACED WITH ADEQUATE SETBACKS TO ENSURE NO CONFLICT WITH UTILITIES AND HARDSCAPE, OR CONFLICT WITH ANY SITE LINE DISTANCES. ROOT BARRIERS WILL BE INSTALLED ON ALL TREES NEAR PAVING AND UTILITIES. WHERE FEASIBLE, TREES HAVE BEEN PLACED TO MITIGATE SOLID BUILDING SURFACES AND FENCES. TALLER SHRUBS WILL ALSO BE LOCATED AT SOLID BUILDING SURFACES AND FENCES, WHILE LOWER SHRUBS WILL BE LOCATED WHERE GROUND LEVEL WINDOWS AND ARCHITECTURAL FEATURES OCCUR, AND AT CORNERS TO MAINTAIN SITE LINE DISTANCES.

THE PROJECT FEATURES A COMMON OPEN SPACE, PARK AREAS, WATER QUALITY RENTENTION PONDS AND PEDESTRIAN/BIKE CIRCULATION THAT PROVIDE OPPORTUNITIES FOR ADULTS AND CHILDREN TO TRAVERSE THROUGHOUT THE COMMUNITY. PLAY EQUIPMENT AND SEATING PROVIDE A FAMILY FRIENDLY SPACE THAT ALLOWS ITS USERS TO ENJOY THE OUTDOORS. THE TRAIL SYSTEM LINKS THE OPEN SPACES TOGETHER THROUGHOUT THE COMMUNITY. THE WATER QUALITY RETENTION PONDS PROVIDE A NATURAL HABITAT OPEN SPACE AND OUTDOOR RECREATION.

THE IRRIGATION SYSTEM WILL USE WEATHER-BASED CONTROLLERS TO CONSERVE THE USE OF WATER. SPRAY IRRIGATION WILL ONLY OCCUR AT TURF AREAS, AND SPRAY HEADS WITH LOW PRECIPITATION RATES WILL BE USED TO MINIMIZE RUNOFF, EROSION AND OVERSPRAY. THE BALANCE OF THE PLANTING AREAS WILL BE IRRIGATED USING DRIP IRRIGATION METHODS. THE TREES WILL BE ON SEPARATE VALVES AND WILL BE IRRIGATED WITH BUBBLERS. SHRUBS WILL BE HYDROZONED ACCORDING TO THEIR WATER REQUIREMENTS AND MICROCLIMATES.

N

GRAPHIC SCALE

0 150 300 450

(IN FEET)
1 inch = 150 ft.

RIPLEY DESIGN GROUP

LANDSCAPE ARCHITECTURE
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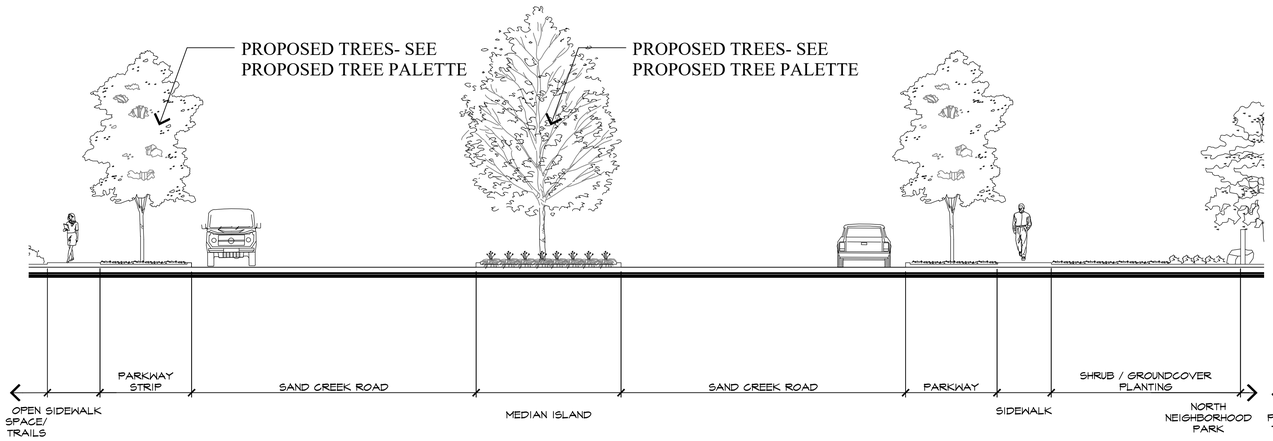
SACRAMENTO, CA 95825

DECEMBER 1, 2023

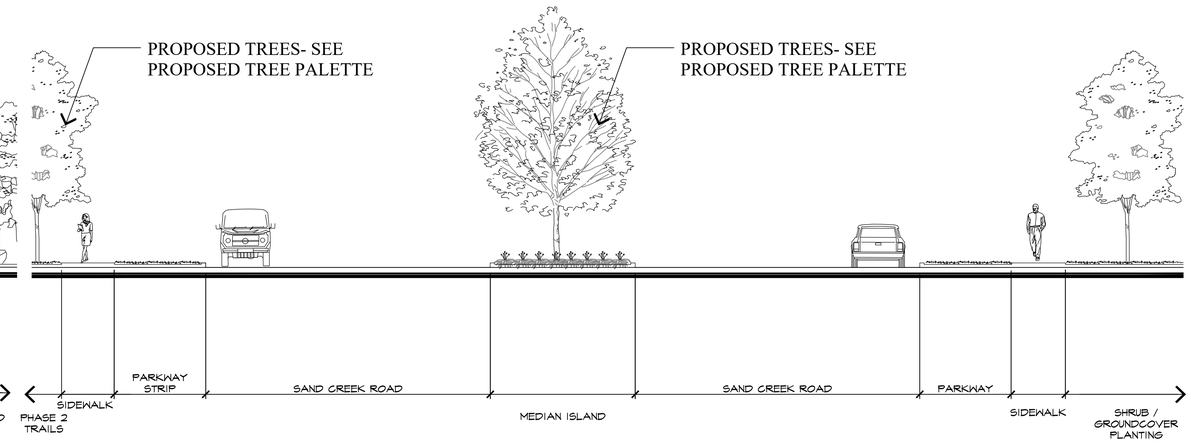
THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Site Plan

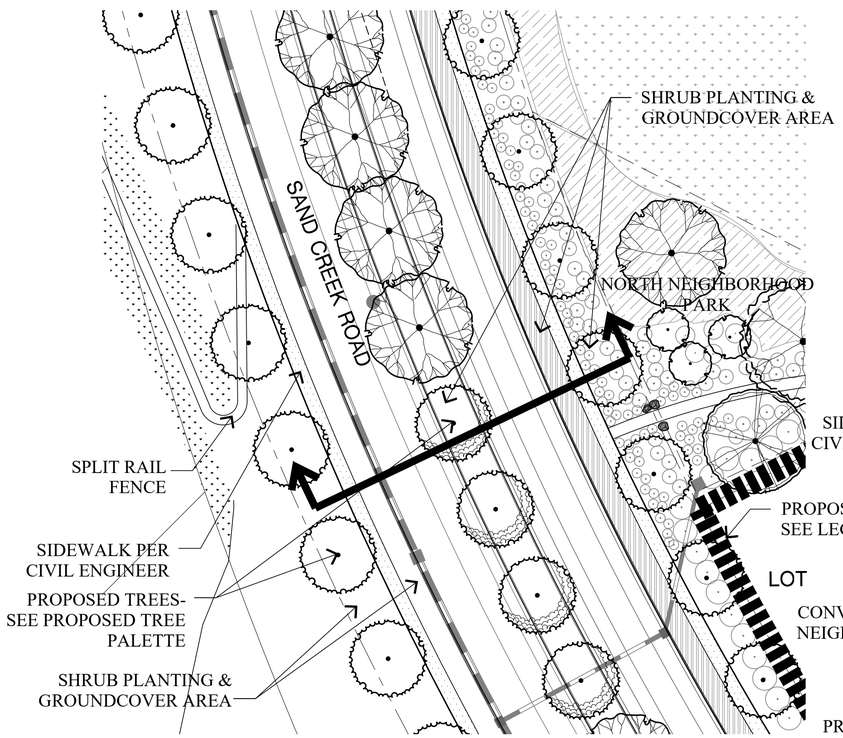
A43
L1



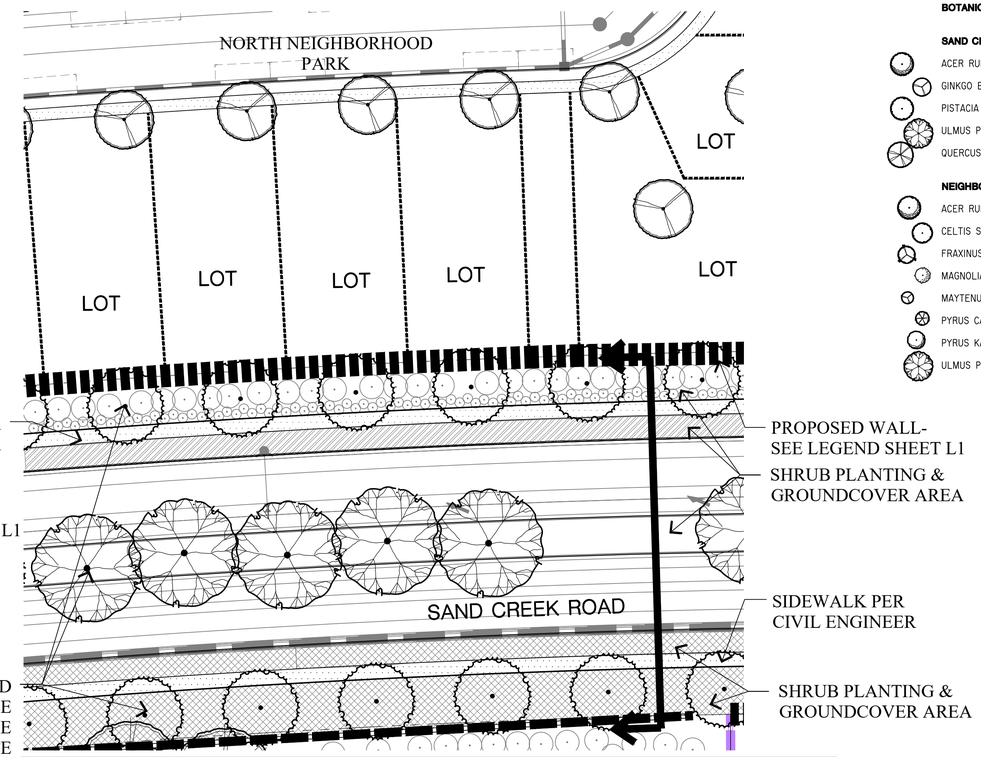
SAND CREEK ROAD PLAN -
BETWEEN DALLAS RANCH ROAD & STREET B



SAND CREEK ROAD PLAN -
BETWEEN STREET B & STREET C



SAND CREEK ROAD PLAN -
BETWEEN DALLAS RANCH ROAD & STREET B



SAND CREEK ROAD PLAN -
BETWEEN STREET B & STREET C

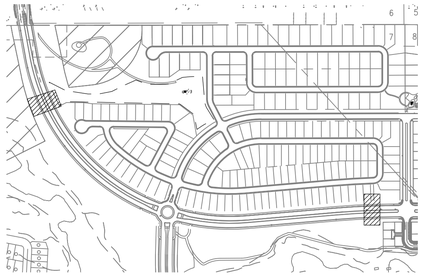
PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
NEIGHBORHOOD STREET TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
CELTIS SINENSIS	CHINESE HACKBERRY	24" BOX	40'/40'	MOD
FRAXINUS OXYCARPA 'RAYWOOD'	RAYWOOD ASH	24" BOX	30'/50'	MOD
MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	24" BOX	15'/25'	MOD
MAYTENUS BOARIA	MAYTEN	24" BOX	30'/50'	MOD
PYRUS CALLERYANA 'BRADFORD'	BRADFORD PEAR	24" BOX	35'/50'	MOD
PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD

GRAPHIC SCALE

0 30 60 90

(IN FEET)
1 inch = 30 ft.



KEYMAP N.T.S

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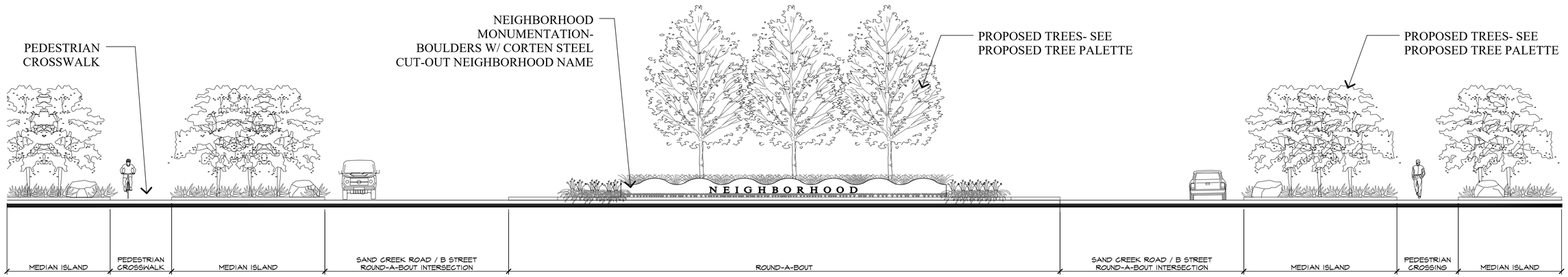
DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

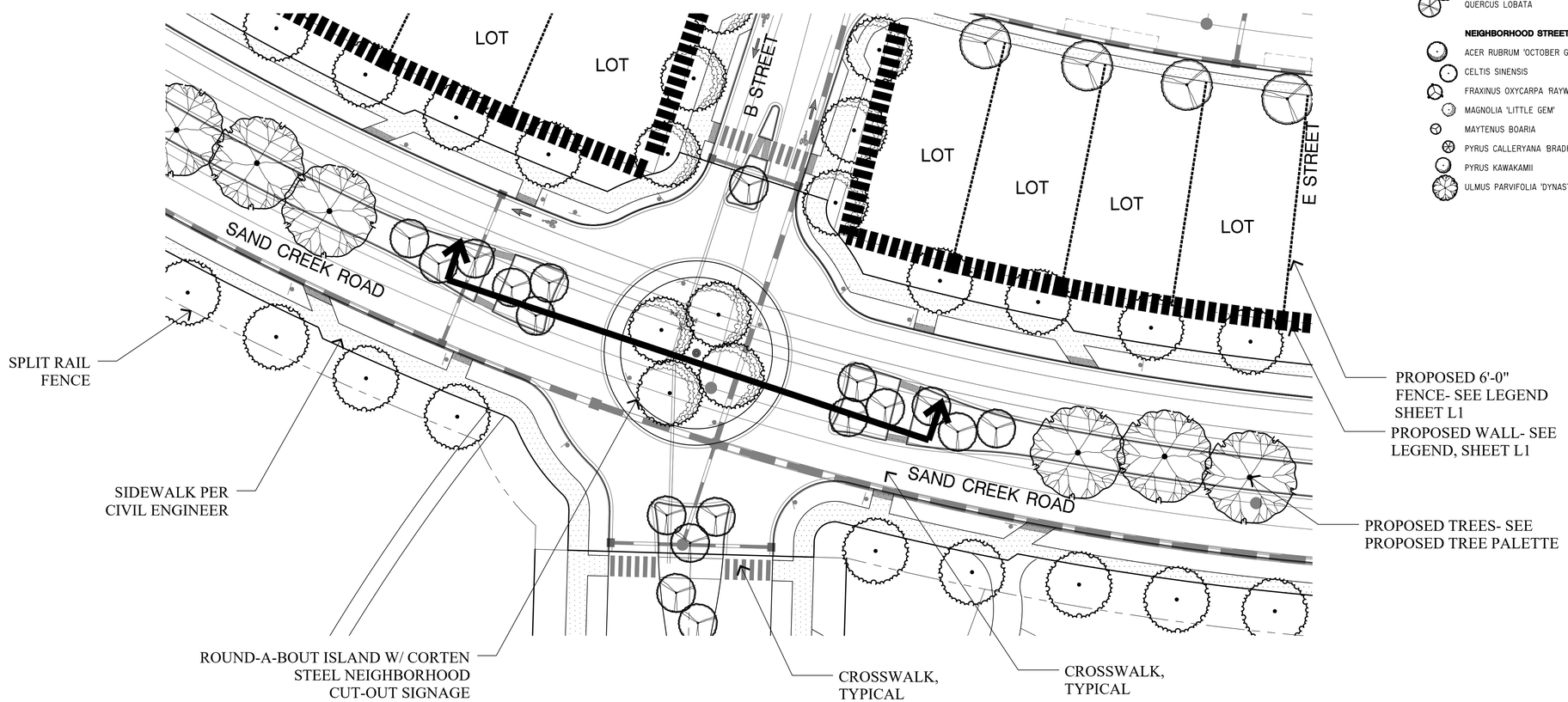
Preliminary Landscape Typical Sand Creek Road Sections

A44
L1 B



PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
NEIGHBORHOOD STREET TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
CELTIS SINENSIS	CHINESE HACKBERRY	24" BOX	40'/40'	MOD
FRAXINUS OXYCARPA RAYWOOD'	RAYWOOD ASH	24" BOX	30'/50'	MOD
MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	24" BOX	15'/25'	MOD
MAYTENUS BOARIA	MAYTEN	24" BOX	30'/50'	MOD
PYRUS CALLERYANA 'BRADFORD'	BRADFORD PEAR	24" BOX	35'/50'	MOD
PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD

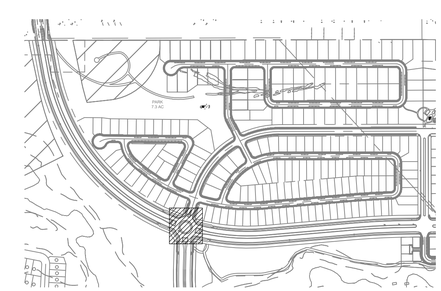


N

GRAPHIC SCALE

0 30 60 90

(IN FEET)
1 inch = 30 ft.



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DECEMBER 1, 2023

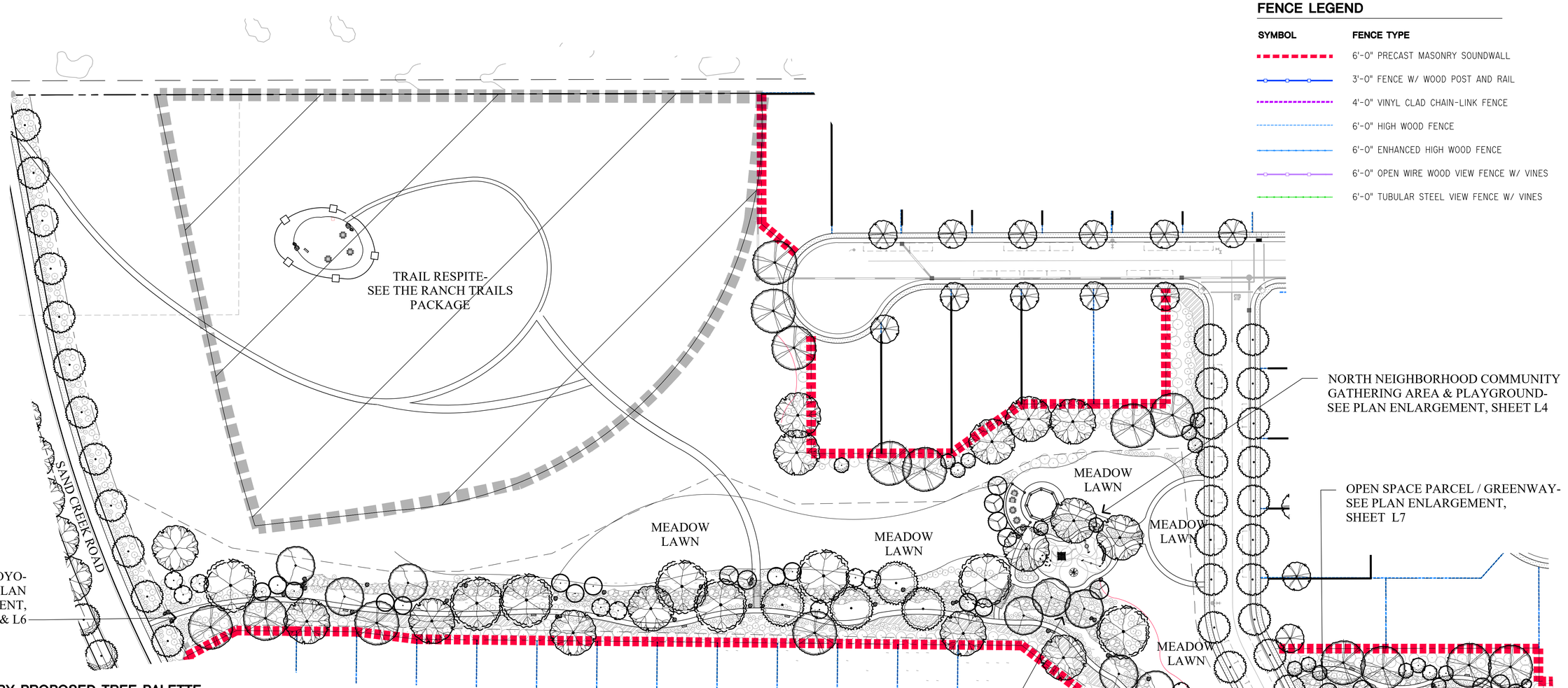
THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Round-A-Bout at Sand Creek Road

A45
L2

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES



PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
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CELTIS SINENSIS	CHINESE HACKBERRY	24" BOX	40'/40'	MOD
FRAXINUS OXYCARPA RAYWOOD'	RAYWOOD ASH	24" BOX	30'/50'	MOD
MAGNOLIA 'LITTLE GEM'	LITTLE GEM MAGNOLIA	24" BOX	15'/25'	MOD
MAYTENUS BOARIA	MAYTEN	24" BOX	30'/50'	MOD
PYRUS CALLERYANA BRADFORD'	BRADFORD PEAR	24" BOX	35'/50'	MOD
PYRUS KAWAKAMII	EVERGREEN PEAR	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
"ARROYO", BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
PLATANUS A. BLOODGOOD'	LONDON PLANE TREE	24" BOX	30' /60'	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

PRELIMINARY PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS			
ABELIA G. 'PROSTRATA'	DWARF GLOSSY ABELIA	5 GALLON	LOW
ARBUTUS U. 'COMPACTA'	COMPACT STRAWNERRY TREE	5 GALLON	LOW
ARCTOSTAPHYLOS 'HOWARD MCMINN'	MANZANITA	5 GALLON	LOW
ARCTOSTAPHYLOS 'PACIFIC MIST'	MANZANITA	5 GALLON	LOW
BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH	5 GALLON	LOW
BOUTALOUA GRACILIS ' BLONDE AMBITION'	BLUE GRAMA GRASS	5 GALLON	LOW
BUDDLEJA DAVIDII	BUTTERFLY BUSH	5 GALLON	LOW
CEANOTHUS 'JOYCE COULTER'	CALIFORNIA LILAC	5 GALLON	LOW
CISTUS S. 'PROSTRATUS'	SAGELEAF ROCKROSE	5 GALLON	LOW
CISTUS P. 'SUNSET'	MAGENTA ROCKROSE	5 GALLON	LOW
DIETES BICOLOR	FORTNIGHT LILY	5 GALLON	LOW
DIETES IRIDIODES	FORTNIGHT LILY	5 GALLON	LOW
ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	5 GALLON	LOW
FREMONTODENDRON 'KEN TAYLOR'	FLANNEL BUSH	5 GALLON	LOW
GREVILLEA 'NOELLI'	WOOLY GREVILLEA	5 GALLON	LOW
PENNISETUM 'FAIRY TAILS'	FOUNTAIN GRASS	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
PHORMIUM 'SUNDOWNER'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAMNUS C. MOUND SAN BRUNO'	COFFEEBERRY	5 GALLON	LOW
ROMNEYA COULTERI	MATILIJA POPPY	5 GALLON	LOW
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GALLON	LOW
SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	5 GALLON	LOW
LANTANA MONTEVIDENSIS	TRAILING LANTANA	5 GALLON	LOW
LAVATERA MARITIMA	TREE MALLOW	5 GALLON	LOW
LAVANDULA A. 'MUNSTEAD'	ENGLISH LAVANDER	5 GALLON	LOW
LIGUSTRUM J. 'TEXANUM'	JAPANESE PRIVET	5 GALLON	MEDIUM
LIRIOPE GIGANTEA	GIANT LILY TURF	5 GALLON	MEDIUM
LOROPETALUM CHINENSE	CHINESE FRINGE FLOWER	5 GALLON	LOW
LOROPETALUM C. 'RAZZLEBERRI'	RED FRINGE FLOWER	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GALLON	LOW

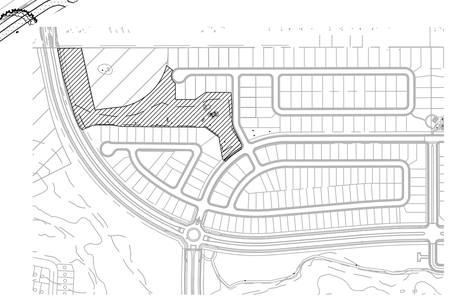
BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS CONT.			
NANDINA 'HARBOUR DWARF	DWARF HEAVENLY BAMBOO	5 GALLON	LOW
NEPETA FAASSENII	CATMINT	5 GALLON	LOW
OLEA E. 'LITTLE OLLIE'	DWARF OLIVE	5 GALLON	LOW
PENNISETUM 'HAMELN'	DWARF FOUNTAIN GRASS	5 GALLON	LOW
PHORMIUM T. 'MAORI MAIDEN'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAPHIOLEPIS I. 'BALLERINA'	INDIA HAWTHORN	5 GALLON	LOW
RHAPHIOLEPIS I. 'WHITE ENCHANTRESS'	INDIA HAWTHORN	5 GALLON	LOW
ROSA 'CECILE BRUNNER'	CECILE BRUNNER ROSE	5 GALLON	LOW
SOLLYA HETEROPHYLLA	BLUEBELL CREEPER	5 GALLON	LOW
SYRINGA VULGARIS	COMMON LILAC	5 GALLON	LOW
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	5 GALLON	MEDIUM
VIBURNUM TINUS	LAURUSTINUS	5 GALLON	MEDIUM
GROUNDCOVERS			
ARC 'E.C.' I GALLON @ 36" O.C.	ARCTOSTAPHYLOS 'EMERALD CARPET'	BEARBERRY	LOW
CAR TUM I GALLON @ 36" O.C.	CAREX TUMULICOLA	BERKELEY SEDGE	MEDIUM
MYO PAR I GALLON @ 36" O.C.	MYOPORUM PARVIFOLIUM	MYOPORUM	LOW
LAN 'CON' I GALLON @ 36" O.C.	LANTANA 'CONFETTI'	LANTANA	LOW
HYDROSEED SEED	REFER TO SF BAY HABITAT MIX SHOWN ON SHEET L5		LOW
TURF SODDED	NO MOW TURF AVAILABLE AT DELTA BLUEGRASS	NOW MOW RED FESCUE	LOW

N

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft.



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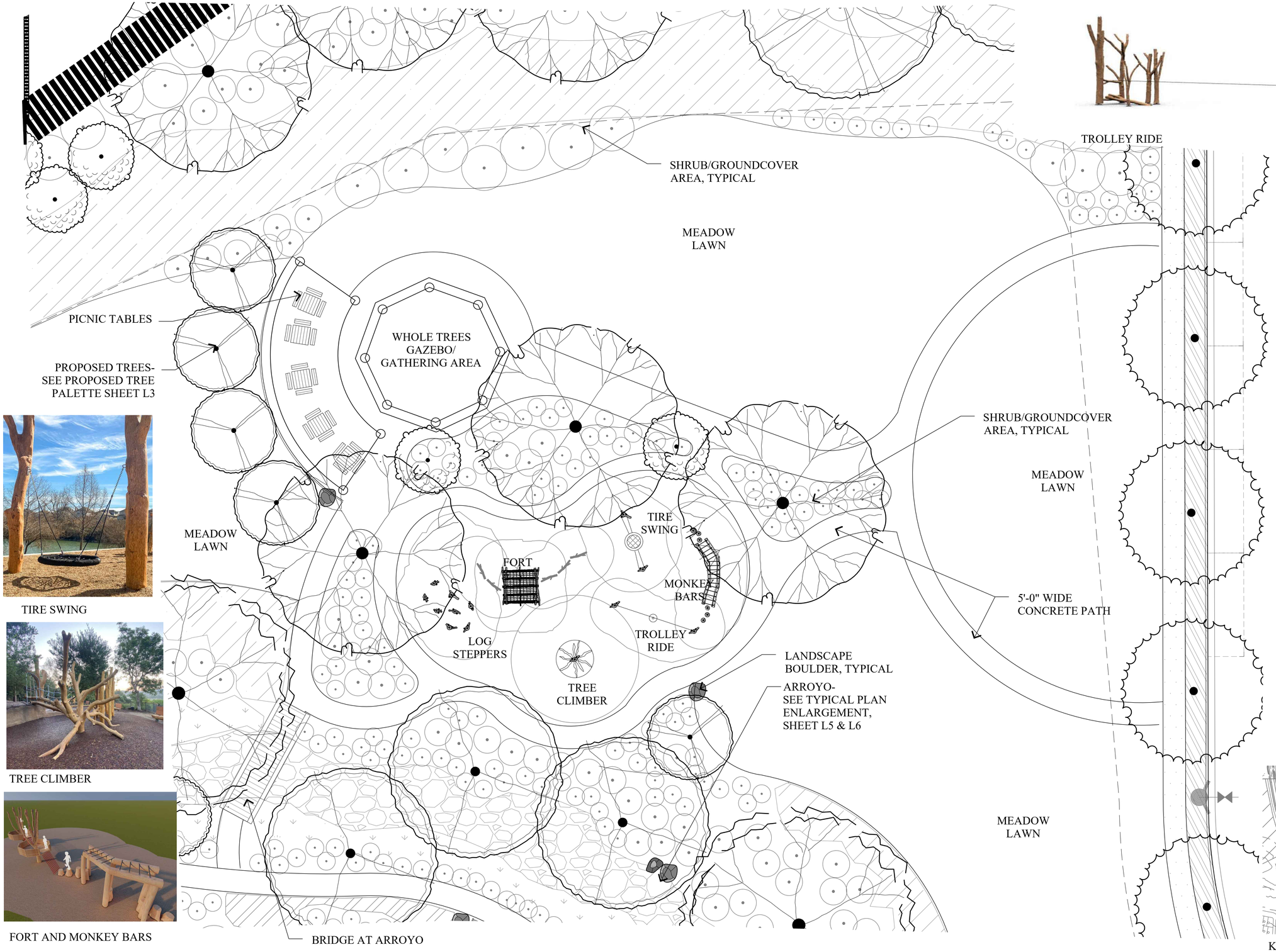
DECEMBER 1, 2023

THE RANCH - PHASE II
Antioch, CA

Preliminary Landscape Enlargement North Neighborhood Park

A46
L3



TIRE SWING

TREE CLIMBER

FORT AND MONKEY BARS

LOG STEPPERS

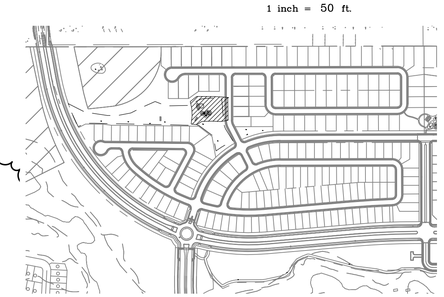
ARROYO BRIDGE

N

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft.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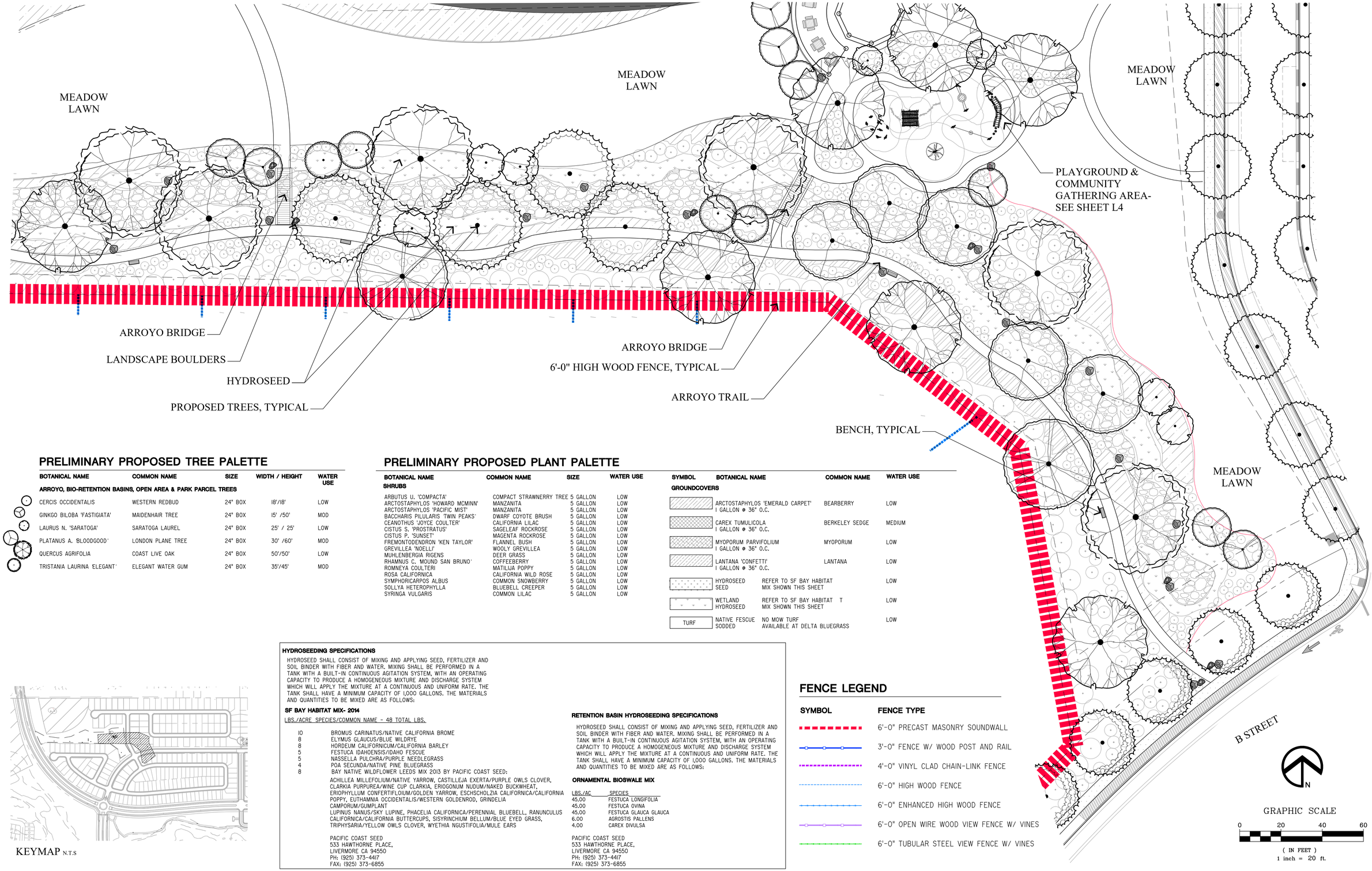
THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement North Neighborhood Park

A47
L4



PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
ARROYO, BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
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QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

PRELIMINARY PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS			
ARBUTUS U. 'COMPACTA'	COMPACT STRAWNERRY TREE	5 GALLON	LOW
ARCTOSTAPHYLOS 'HOWARD MCMINN'	MANZANITA	5 GALLON	LOW
ARCTOSTAPHYLOS 'PACIFIC MIST'	MANZANITA	5 GALLON	LOW
BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH	5 GALLON	LOW
CEANOTHUS 'JOYCE COULTER'	CALIFORNIA LILAC	5 GALLON	LOW
CISTUS S. 'PROSTRATUS'	SAGELEAF ROCKROSE	5 GALLON	LOW
CISTUS P. 'SUNSET'	MAGENTA ROCKROSE	5 GALLON	LOW
FREMONTODENDRON 'KEN TAYLOR'	FLANNEL BUSH	5 GALLON	LOW
GREVILLEA 'NOELLI'	WOOLY GREVILLEA	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
RHAMNUS C. MOUND SAN BRUNO'	COFFEEBERRY	5 GALLON	LOW
ROMNEYA COULTERI	MATILIJA POPPY	5 GALLON	LOW
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GALLON	LOW
SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	5 GALLON	LOW
SOLLYA HETEROPHYLLA	BLUEBELL CREEPER	5 GALLON	LOW
SYRINGA VULGARIS	COMMON LILAC	5 GALLON	LOW

SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE
GROUNDCOVERS			
	ARCTOSTAPHYLOS 'EMERALD CARPET' I GALLON @ 36" O.C.	BEARBERRY	LOW
	CAREX TUMULICOLA I GALLON @ 36" O.C.	BERKELEY SEDGE	MEDIUM
	MYOPORUM PARVIFOLIUM I GALLON @ 36" O.C.	MYOPORUM	LOW
	LANTANA 'CONFETTI' I GALLON @ 36" O.C.	LANTANA	LOW
	HYDROSEED SEED	REFER TO SF BAY HABITAT MIX SHOWN THIS SHEET	LOW
	WETLAND HYDROSEED	REFER TO SF BAY HABITAT T MIX SHOWN THIS SHEET	LOW
TURF	NATIVE FESCUE SODDED	NO MOW TURF AVAILABLE AT DELTA BLUEGRASS	LOW

HYDROSEEDING SPECIFICATIONS

HYDROSEED SHALL CONSIST OF MIXING AND APPLYING SEED, FERTILIZER AND SOIL BINDER WITH FIBER AND WATER. MIXING SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM, WITH AN OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS MIXTURE AND DISCHARGE SYSTEM WHICH WILL APPLY THE MIXTURE AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS. THE MATERIALS AND QUANTITIES TO BE MIXED ARE AS FOLLOWS:

SF BAY HABITAT MIX- 2014

LBS./ACRE SPECIES/COMMON NAME - 48 TOTAL LBS.

10	BROMUS CARINATUS/NATIVE CALIFORNIA BROME
8	ELYMUS GLAUCUS/BLUE WILDRYE
8	HORDEUM CALIFORNICUM/CALIFORNIA BARLEY
5	FESTUCA IDAHOENSIS/IDAHO FESCUE
5	NASSELLA PULCHRA/PURPLE NEEDLEGRASS
4	POA SECUNDA/NATIVE PINE BLUEGRASS
8	BAY NATIVE WILDFLOWER LEEDS MIX 2013 BY PACIFIC COAST SEED:

ACHILLEA MILLEFOLIUM/NATIVE YARROW, CASTILLEJA EXERTA/PURPLE OWLS CLOVER, CLARKIA PURPUREA/WINE CUP CLARKIA, ERIOGONUM NUDUM/NAKED BUCKWHEAT, ERIOPHYLLUM CONFERTIFLOIUM/GOLDEN YARROW, ESCHSCHOLZIA CALIFORNICA/CALIFORNIA POPPY, EUTHAMNIA OCCIDENTALIS/WESTERN GOLDENROD, GRINDELIA CAMPORUM/GUMPLANT
LUPINUS NANUS/SKY LUPINE, PHACELIA CALIFORNICA/PERENNIAL BLUEBELL, RANUNCULUS CALIFORNICA/CALIFORNIA BUTTERCUPS, SISYRINCHIUM BELLUM/BLUE EYED GRASS, TRIPHYSARIA/YELLOW OWLS CLOVER, WYETHIA NGUSTIFOLIA/MULE EARS

PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

RETENTION BASIN HYDROSEEDING SPECIFICATIONS

HYDROSEED SHALL CONSIST OF MIXING AND APPLYING SEED, FERTILIZER AND SOIL BINDER WITH FIBER AND WATER. MIXING SHALL BE PERFORMED IN A TANK WITH A BUILT-IN CONTINUOUS AGITATION SYSTEM, WITH AN OPERATING CAPACITY TO PRODUCE A HOMOGENEOUS MIXTURE AND DISCHARGE SYSTEM WHICH WILL APPLY THE MIXTURE AT A CONTINUOUS AND UNIFORM RATE. THE TANK SHALL HAVE A MINIMUM CAPACITY OF 1,000 GALLONS. THE MATERIALS AND QUANTITIES TO BE MIXED ARE AS FOLLOWS:

ORNAMENTAL BIOSWALE MIX

LBS./AC	SPECIES
45.00	FESTUCA LONGIFOLIA
45.00	FESTUCA OVINA
45.00	FESTUCA GLAUCA GLAUCA
6.00	AGROSTIS PALLENS
4.00	CAREX DIVULSA

PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

FENCE LEGEND

SYMBOL	FENCE TYPE
	6'-0" PRECAST MASONRY SOUNDWALL
	3'-0" FENCE W/ WOOD POST AND RAIL
	4'-0" VINYL CLAD CHAIN-LINK FENCE
	6'-0" HIGH WOOD FENCE
	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

KEYMAP N.T.S

RIPLEY DESIGN GROUP
LANDSCAPE ARCHITECTURE
LAND PLANNING
1615 BONANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925.938.7377
www.ripleydesign.com

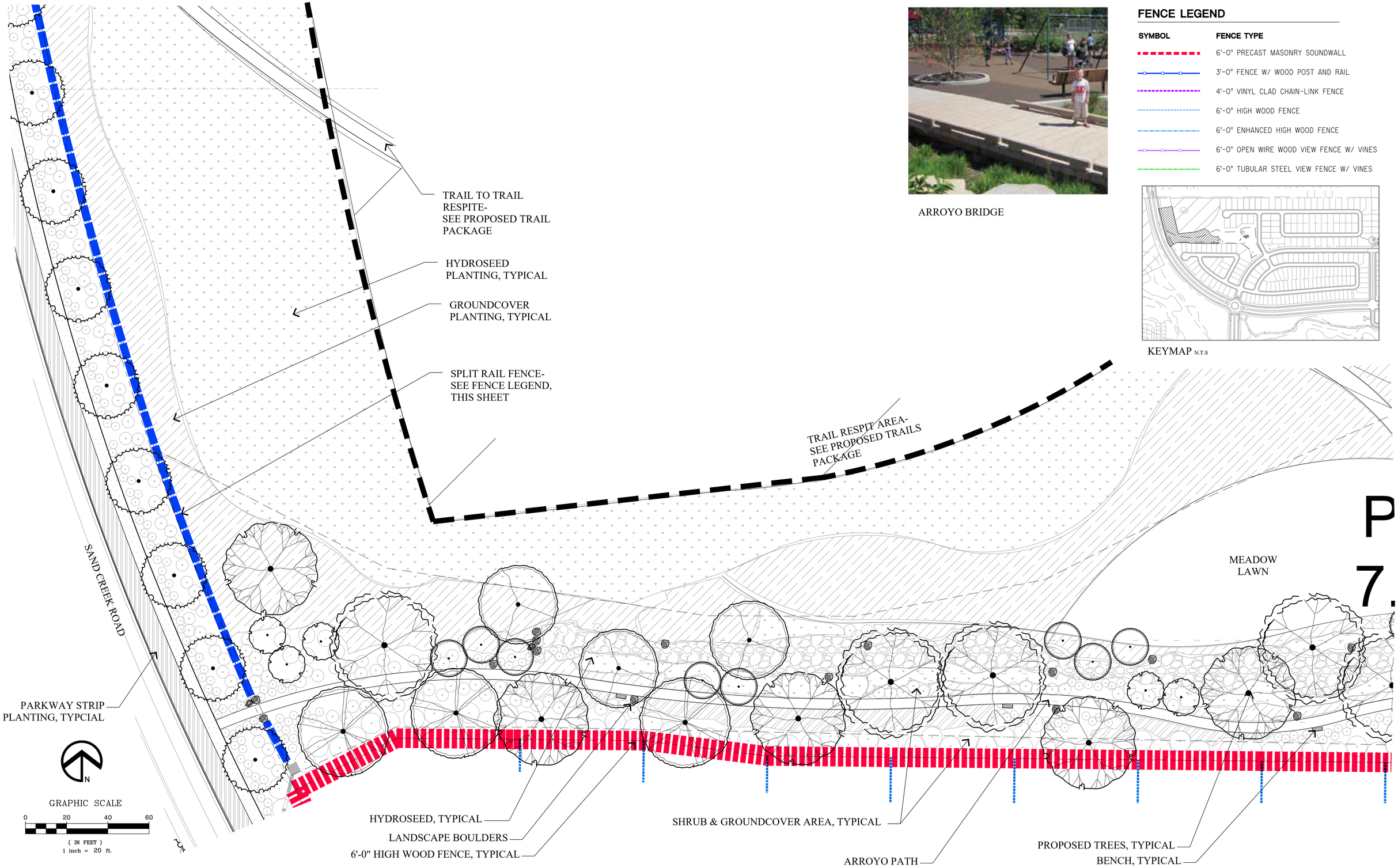
RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement
Arroyo Trail at B Street

A48
L5



ARROYO BRIDGE

FENCE LEGEND

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	4'-0" VINYL CLAD CHAIN-LINK FENCE
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	6'-0" ENHANCED HIGH WOOD FENCE
	6'-0" OPEN WIRE WOOD VIEW FENCE W/ VINES
	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

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DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement Arroyo Trail at Sand Creek Road

A49
L6

NEIGHBORHOOD LOTS

ACCENT TREE, TYPICAL

SHRUB/GROUNDCOVER AREA, TYPICAL

CIVIL SIDEWALK PER CIVIL PLANS, TYPICAL

TURF

TURF

TURF

ACCENT TREE, TYPICAL

B STREET

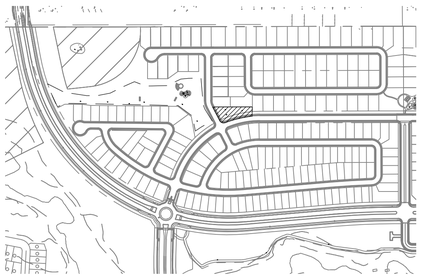
BENCH, TYPICAL

6'-0" PRECAST MASONRY WALL

STREET TREE, TYPICAL- SEE PROPOSED TREE PALETTE

GREENWAY PATH

SIGHT LINE TRIANGLE, TYPICAL



KEYMAP N.T.S

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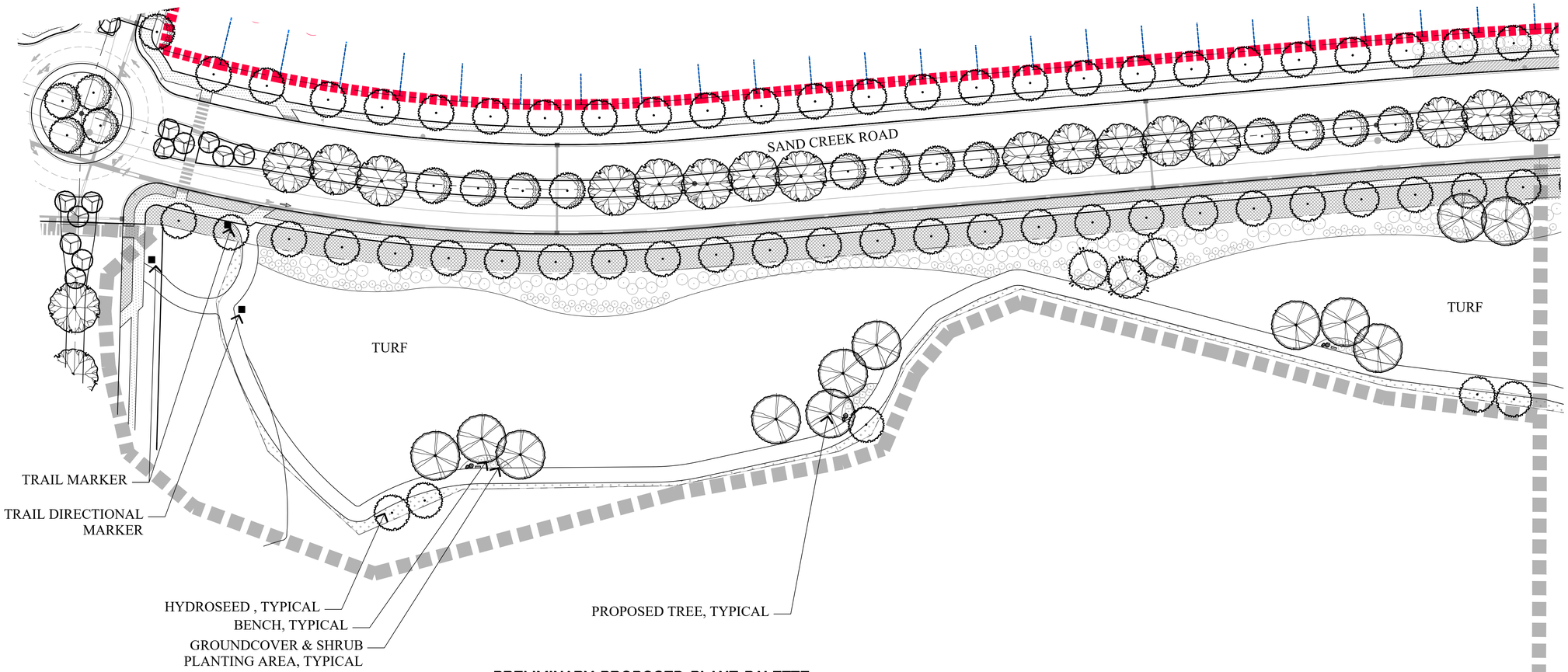
DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement Greenway

A50
L7



FENCE LEGEND

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	6'-0" TUBULAR STEEL VIEW FENCE W/ VINES

PRELIMINARY PROPOSED TREE PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WIDTH / HEIGHT	WATER USE
SAND CREEK ROAD TREES				
ACER RUBRUM 'OCTOBER GLORY'	RED MAPLE	24" BOX	25'/40'	MOD
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15'/50'	MOD
PISTACIA CHINENSIS	CHINESE PISTACHE	24" BOX	30'/30'	MOD
ULMUS PARVIFOLIA 'DYNASTY'	CHINESE ELM	24" BOX	40'/35'	MOD
QUERCUS LOBATA	VALLEY OAK	24" BOX	50'/50'	LOW
"ARROYO", BIO-RETENTION BASINS, OPEN AREA & PARK PARCEL TREES				
CERCIS OCCIDENTALIS	WESTERN REDBUD	24" BOX	18'/18'	LOW
GINKGO BILOBA 'FASTIGIATA'	MAIDENHAIR TREE	24" BOX	15' /50'	MOD
LAURUS N. 'SARATOGA'	SARATOGA LAUREL	24" BOX	25' / 25'	LOW
PLATANUS A. 'BLOODGOOD'	LONDON PLANE TREE	24" BOX	30' /60'	MOD
QUERCUS AGRIFOLIA	COAST LIVE OAK	24" BOX	50'/50'	LOW
TRISTANIA LAURINA 'ELEGANT'	ELEGANT WATER GUM	24" BOX	35'/45'	MOD

PRELIMINARY PROPOSED PLANT PALETTE

BOTANICAL NAME	COMMON NAME	SIZE	WATER USE
SHRUBS			
ABELIA G. 'PROSTRATA'	DWARF GLOSSY ABELIA	5 GALLON	LOW
ARBUTUS U. 'COMPACTA'	COMPACT STRAWNERRY TREE	5 GALLON	LOW
ARCTOSTAPHYLOS 'HOWARD MCMINN'	MANZANITA	5 GALLON	LOW
ARCTOSTAPHYLOS 'PACIFIC MIST'	MANZANITA	5 GALLON	LOW
BACCHARIS PILULARIS 'TWIN PEAKS'	DWARF COYOTE BRUSH	5 GALLON	LOW
BOUTALOUA GRACILIS ' BLONDE AMBITION'	BLUE GRAMA GRASS	5 GALLON	LOW
BUDDLEJA DAVIDII	BUTTERFLY BUSH	5 GALLON	LOW
CEANOTHUS 'JOYCE COULTER'	CALIFORNIA LILAC	5 GALLON	LOW
CISTUS S. 'PROSTRATUS'	SAGELEAF ROCKROSE	5 GALLON	LOW
CISTUS P. 'SUNSET'	MAGENTA ROCKROSE	5 GALLON	LOW
DIETES BICOLOR	FORTNIGHT LILY	5 GALLON	LOW
DIETES IRIDIODES	FORTNIGHT LILY	5 GALLON	LOW
ERIGERON KARVINSKIANUS	SANTA BARBARA DAISY	5 GALLON	LOW
FREMONTODENDRON 'KEN TAYLOR'	FLANNEL BUSH	5 GALLON	LOW
GREVILLEA 'NOELLI'	WOOLY GREVILLEA	5 GALLON	LOW
PENNISETUM 'FAIRY TAILS'	FOUNTAIN GRASS	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
PHORMIUM 'SUNDOWNER'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAMNUS C. 'MOUND SAN BRUNO'	COFFEEBERRY	5 GALLON	LOW
ROMNEYA COULTERI	MATILIJA POPPY	5 GALLON	LOW
ROSA CALIFORNICA	CALIFORNIA WILD ROSE	5 GALLON	LOW
SYMPHORICARPOS ALBUS	COMMON SNOWBERRY	5 GALLON	LOW
LANTANA MONTEVIDENSIS	TRAILING LANTANA	5 GALLON	LOW
LAVATERA MARITIMA	TREE MALLOW	5 GALLON	LOW
LAVANDULA A. 'MUNSTEAD'	ENGLISH LAVANDER	5 GALLON	LOW
LIGUSTRUM J. 'TEXANUM'	JAPANESE PRIVET	5 GALLON	MEDIUM
LIRIOPE GIGANTEA	GIANT LILY TURF	5 GALLON	MEDIUM
LOROPETALUM CHINENSE	CHINESE FRINGE FLOWER	5 GALLON	LOW
LOROPETALUM C. 'RAZZLEBERRI'	RED FRINGE FLOWER	5 GALLON	LOW
MUHLENBERGIA RIGENS	DEER GRASS	5 GALLON	LOW
MYRTUS C. 'COMPACTA'	DWARF MYRTLE	5 GALLON	LOW
NANDINA 'HARBOUR DWARF	DWARF HEAVENLY BAMBOO	5 GALLON	LOW
NEPETA FAASSENNII	CATMINT	5 GALLON	LOW
OLEA E. 'LITTLE OLLIE'	DWARF OLIVE	5 GALLON	LOW
PENNISETUM 'HAMELN'	DWARF FOUNTAIN GRASS	5 GALLON	LOW
PHORMIUM T. 'MAORI MAIDEN'	NEW ZEALAND FLAX	5 GALLON	LOW
RHAPHIOLEPIS I. 'BALLERINA'	INDIA HAWTHORN	5 GALLON	LOW
RHAPHIOLEPIS I. 'WHITE ENCHANTRESS'	INDIA HAWTHORN	5 GALLON	LOW
ROSA 'CECILE BRUNNER'	CECILE BRUNNER ROSE	5 GALLON	LOW
SOLLYA HETEROPHYLLA	BLUEBELL CREEPER	5 GALLON	LOW
SYRINGA VULGARIS	COMMON LILAC	5 GALLON	LOW
TRACHELOSPERMUM JASMINOIDES	STAR JASMINE	5 GALLON	MEDIUM
VIBURNUM TINUS	LAURUSTINUS	5 GALLON	MEDIUM
GROUNDCOVERS			
ARC 'E.C.' I GALLON @ 36" O.C.	ARCTOSTAPHYLOS 'EMERALD CARPET'	BEARBERRY	LOW
CAR TUM I GALLON @ 36" O.C.	CAREX TUMULICOLA	BERKELEY SEDGE	MEDIUM
MYO PAR I GALLON @ 36" O.C.	MYOPORUM PARVIFOLIUM	MYOPORUM	LOW
LAN 'CON' I GALLON @ 36" O.C.	LANTANA 'CONFETTI'	LANTANA	LOW
HYDROSEED SEED	REFER TO SF BAY HABITAT MIX SHOWN THIS SHEET		LOW
TURF SODDED	NO MOW TURF AVAILABLE AT DELTA BLUEGRASS	NOW MOW RED FESCUE	LOW

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8	BAY NATIVE WILDFLOWER LEEDS MIX 2013 BY PACIFIC COAST SEED:

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CLARKIA PURPUREA/WINE CUP CLARKIA
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ESCHSCHOLZIA CALIFORNICA/CALIFORNIA POPPY
EUTHAMNIA OCCIDENTALIS/WESTERN GOLDENROD
GRINDELIA CAMPORUM/GUMPLANT
LUPINUS NANUS/SKY LUPINE
PHACELIA CALIFORNICA/PERENNIAL BLUEBELL
RANUNCULUS CALIFORNICA/CALIFORNIA BUTTERCUPS
SISYRINCHIUM BELLUM/BLUE EYED GRASS
TRIPHYSARIA/YELLOW OWLS CLOVER
WYETHIA ANGUSTIFOLIA/MULE EARS

PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
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"ARROYO" DRAINAGE WAY HYDROSEEDING SPECIFICATIONS

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45.00	FESTUCA OVINA
45.00	FESTUCA GLAUCA GLAUCA
6.00	AGROSTIS PALLENS
4.00	CAREX DIVULSA

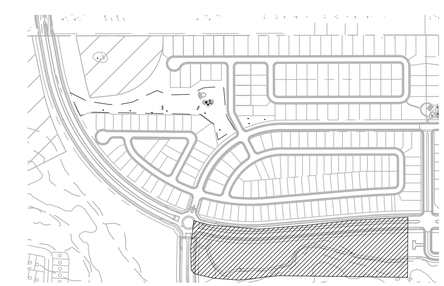
PACIFIC COAST SEED
533 HAWTHORNE PLACE,
LIVERMORE CA 94550
PH: (925) 373-4417
FAX: (925) 373-6855

N

GRAPHIC SCALE

0 50 100 150

(IN FEET)
1 inch = 50 ft.



KEYMAP N.T.S

RIPLEY DESIGN GROUP
LANDSCAPE ARCHITECTURE
LAND PLANNING
1615 BONANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925.938.7377
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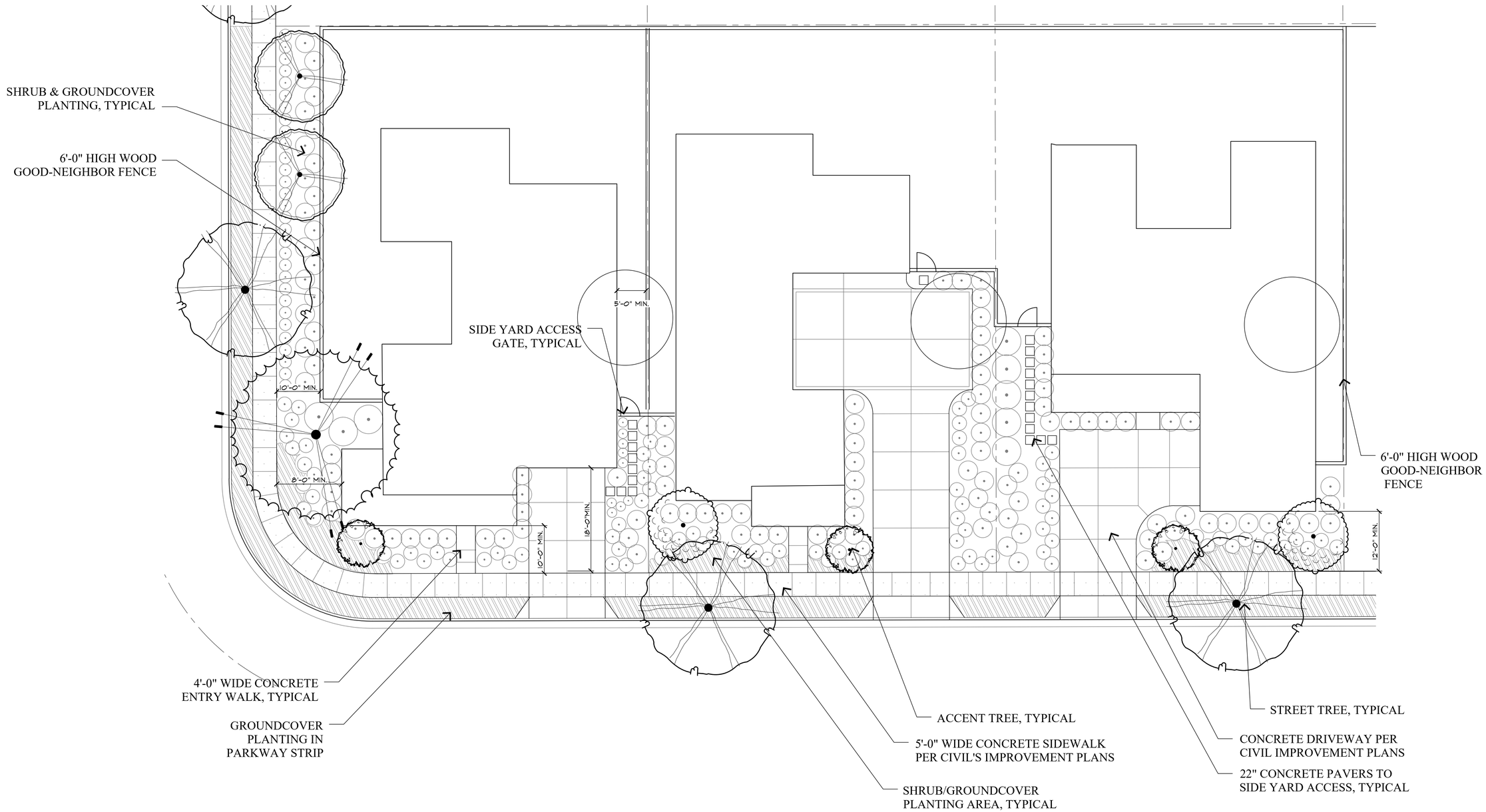
RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Enlargement Trail South of Sand Creek Road

A51
L8



GRAPHIC SCALE

0 10 20 30

(IN FEET)
1 inch = 10 ft.

RIPLEY DESIGN GROUP
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SACRAMENTO, CA 95825

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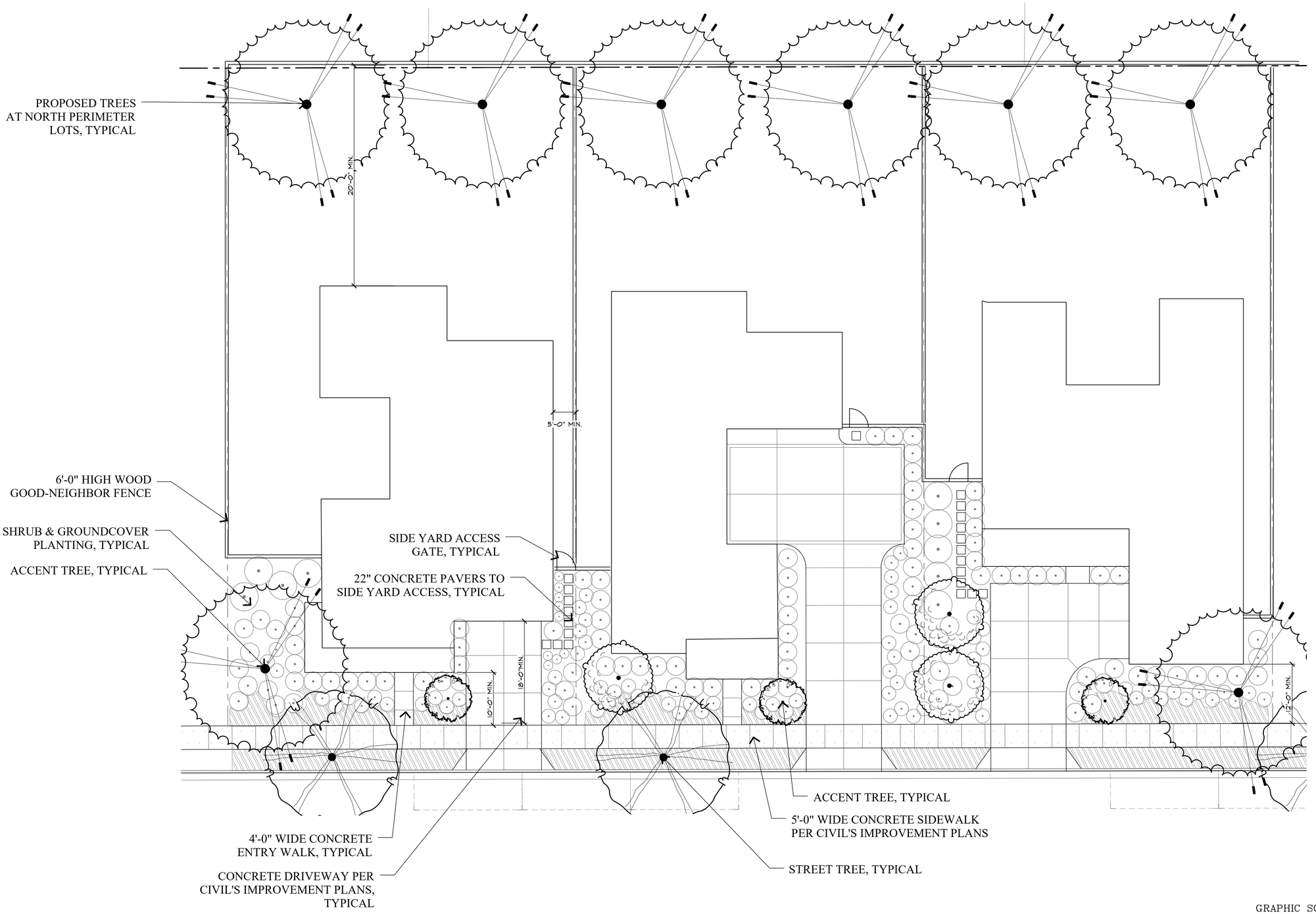
THE RANCH PHASE II
Antioch, CA

Preliminary Landscape
LD 3 Lots Typical Landscape

A52
L9



GRAPHIC SCALE

0 10 20 30

(IN FEET)
1 inch = 10 ft.

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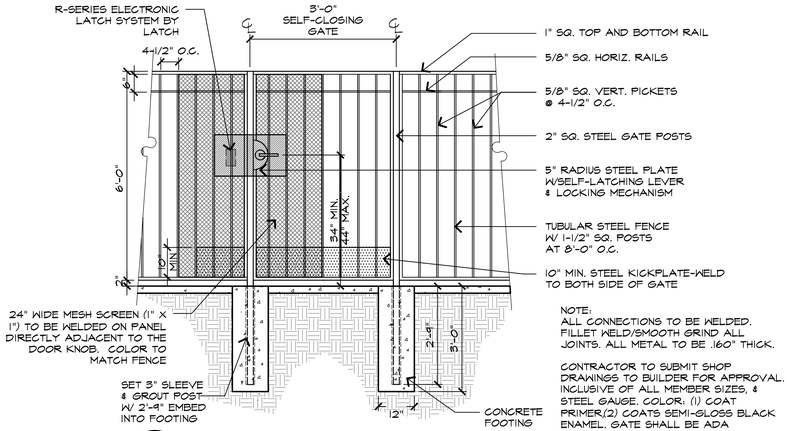
THE RANCH PHASE II
Antioch, CA

Preliminary Landscape
LD 3 N. Edge Lots Landscape

A53
L10



NOTE:
ALL CONNECTIONS TO BE WELDED. FILLET WELD/SMOOTH GRIND ALL JOINTS. ALL METAL TO BE .160" THICK.

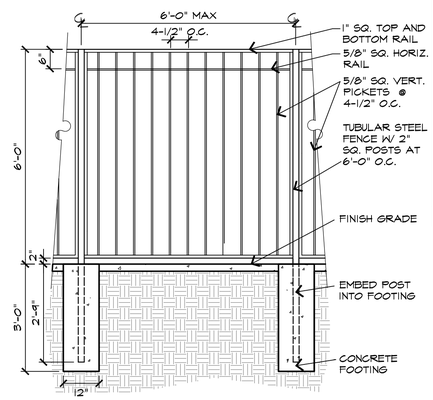
CONTRACTOR TO SUBMIT SHOP DRAWINGS TO BUILDER FOR APPROVAL. INCLUSIVE OF ALL MEMBER SIZES, & STEEL GAUGE. COLOR: (1) COAT PRIMER/(2) COATS SEMI-GLOSS BLACK ENAMEL. GATE SHALL BE ADA ACCESSIBLE

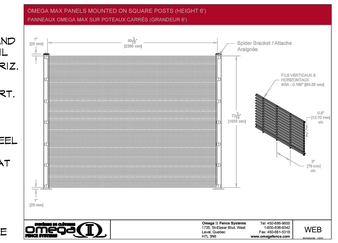
INSTALL ELECTRONIC LATCH SYSTEM PER MANUFACTURER'S RECOMMENDATION

A TUBULAR STEEL GATE

SCALE : 1/2"=1'-0"

024 - FnceHrnGate





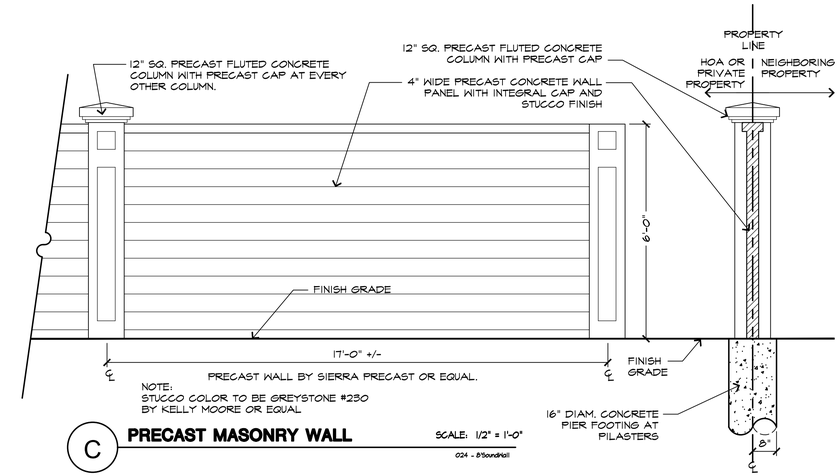
OPTIONAL BID
6'-0" 'OMEGA MAX' FENCE PANEL BY OMEGA FENCING

NOTE: CONTRACTOR TO SUBMIT SHOP DRAWINGS TO BUILDER FOR APPROVAL. INCLUSIVE OF ALL MEMBER SIZES, & STEEL GAUGE. COLOR: (1) COAT PRIMER/(2) COATS SEMI-GLOSS BLACK ENAMEL.

B TUBULAR STEEL FENCE

SCALE : 1/2"=1'-0"

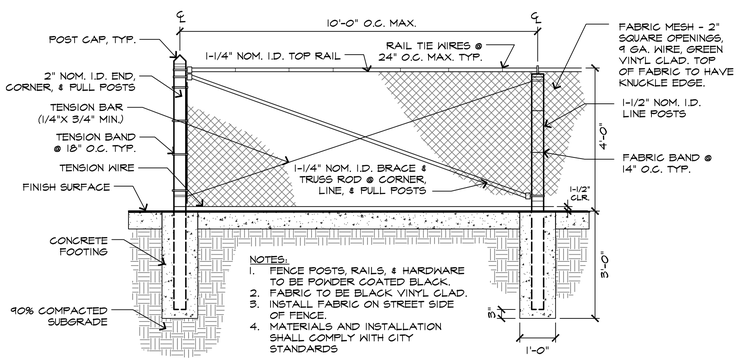
024 - FnceHrn



C PRECAST MASONRY WALL

SCALE: 1/2" = 1'-0"

024 - PrcStoneWall



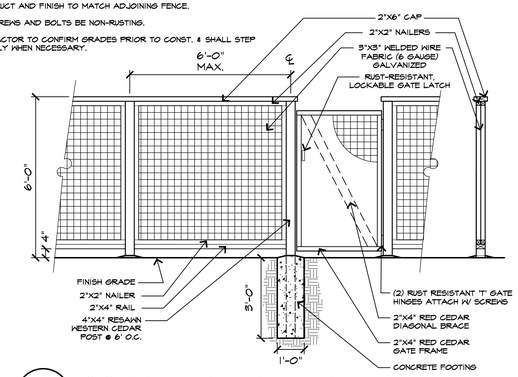
NOTES:
1. FENCE POSTS, RAILS, & HARDWARE TO BE POWDER COATED BLACK.
2. FABRIC TO BE BLACK VINYL CLAD.
3. INSTALL FABRIC ON STREET SIDE OF FENCE.
4. MATERIALS AND INSTALLATION SHALL COMPLY WITH CITY STANDARDS

D 4' VINYL CLAD CHAIN LINK FENCE

SCALE : 1/2"=1'-0"

024 - FnceChnLnk-5

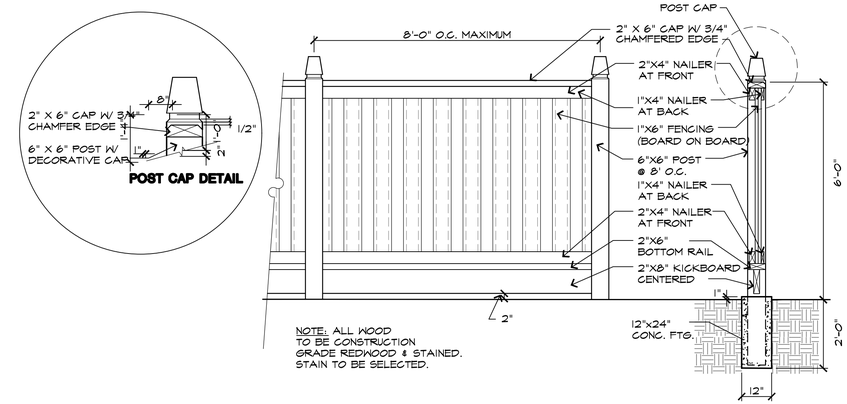
NOTES:
1. CONCRETE FOOTINGS TO BE A DEPTH OF 3'-0" MINIMUM.
2. WOOD TO BE RESAWN WESTERN RED CEDAR & TREATED WITH CLEAR SEALER.
3. CONSTRUCT AND FINISH TO MATCH ADJOINING FENCE.
4. ALL SCREWS AND BOLTS BE NON-RUSTING.
5. CONTRACTOR TO CONFIRM GRADES PRIOR TO CONST. & SHALL STEP FENCE ONLY WHEN NECESSARY.



E 6'-0" OPEN WIRE MESH FENCE

SCALE : 3/8"=1'-0"

052 - FnceWireMesh

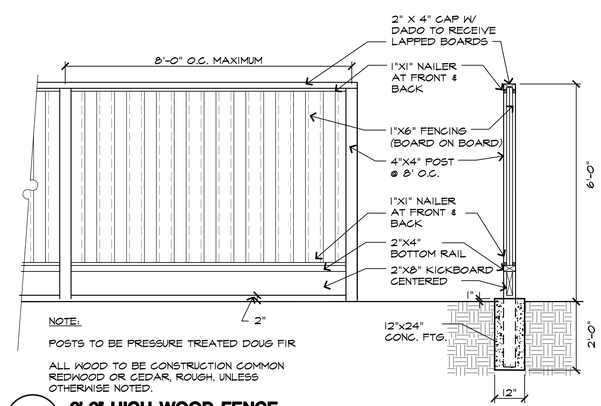


NOTE: ALL WOOD TO BE CONSTRUCTION GRADE REDWOOD & STAINED. STAIN TO BE SELECTED.

F 6' ENHANCED WOOD FENCE W/ KICKERBOARD AT ENTRY

SCALE: 1/2" = 1'-0"

024 - FnceNtr



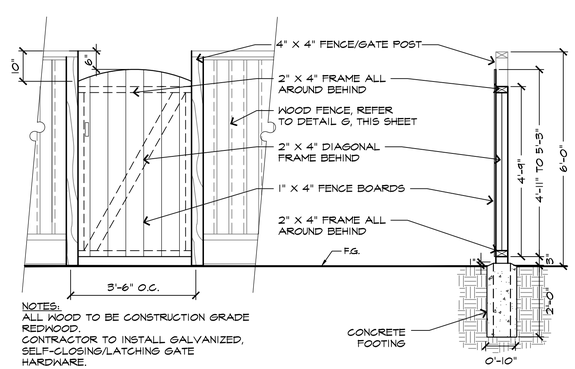
NOTE:
POSTS TO BE PRESSURE TREATED DOUG FIR

ALL WOOD TO BE CONSTRUCTION COMMON REDWOOD OR CEDAR, ROUGH, UNLESS OTHERWISE NOTED.

G 6'-0" HIGH WOOD FENCE W/ GATE

SCALE: 1/2" = 1'-0"

024 - FnceNtr

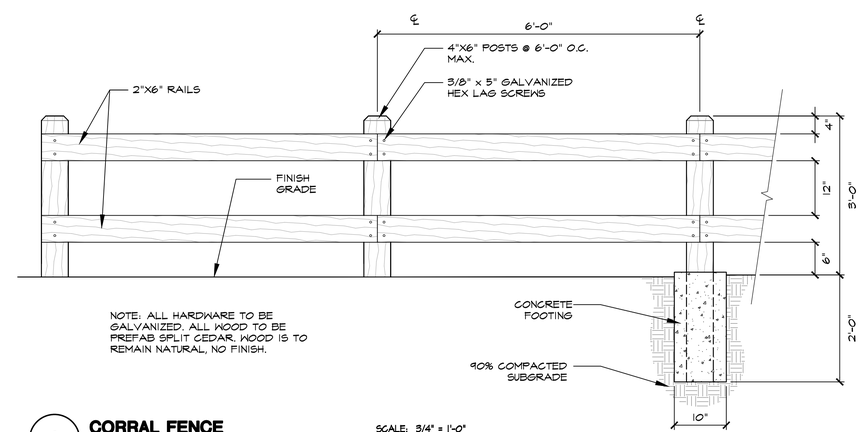


NOTES:
ALL WOOD TO BE CONSTRUCTION GRADE REDWOOD.
CONTRACTOR TO INSTALL GALVANIZED, SELF-CLOSING/LATCHING GATE HARDWARE.

H SIDE YARD GATE

SCALE: 1/2" = 1'-0"

024 - FnceSideBrcn



I CORRAL FENCE

SCALE: 3/4" = 1'-0"

06 -

RIPLEY DESIGN GROUP
LANDSCAPE ARCHITECTURE
LAND PLANNING
1615 BONANZA STREET
SUITE 314
WALNUT CREEK, CA 94596
TEL: 925.938.7377
www.ripleydesign.com

RICHLAND PLANNED COMMUNITIES, INC.
601 UNIVERSITY AVENUE, SUITE 125
SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH PHASE II
Antioch, CA

Preliminary Landscape Details Fencing

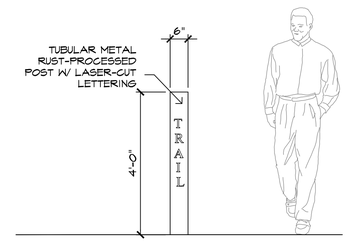
A54
L11

A **TRAIL WAYFINDING SIGN** SCALE :NTS

024 -

B **PLANT / ANIMAL SPECIES HABITAT INFORMATION SIGN** SCALE :NTS

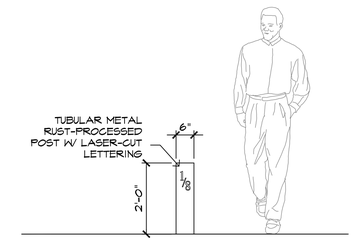
024 -



ELEVATION

C **TRAIL MARKER** SCALE: 1/2" = 1'-0"

024 -



ELEVATION

D **TRAIL MARKER** SCALE: 1/2" = 1'-0"

024 -

E **PICNIC TABLE BY TREE TOP PRODUCTS** SCALE :NTS

024 -

F **ADA PICNIC TABLE BY TREE TOP PRODUCTS** SCALE :NTS

024 -

G **BENCH BY WHOLE TREES** SCALE :NTS

024 -

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SACRAMENTO, CA 95825

DECEMBER 1, 2023

THE RANCH · PHASE II
Antioch, CA

Preliminary Landscape Details
Site Imagery

ATTACHMENT "B"

CITY OF ANTIOCH
COMMUNITY DEVELOPMENT DEPARTMENT

ANTIOCH
CALIFORNIA

Phase II of The Ranch Planned Development

EIR Consistency Memorandum

April 2025

Prepared by

RANEY PLANNING & MANAGEMENT, INC. 25 years
1501 Sports Drive, Suite A, Sacramento, CA 95834

A. INTRODUCTION AND SUMMARY

The purpose of this Memorandum is to demonstrate that Phase II of The Ranch Planned Development (proposed project) has been adequately analyzed in the previous environmental review under the California Environmental Quality Act (CEQA) and that further evaluation is not required. As will be demonstrated below, consistent with CEQA Guidelines Section 15162, a Subsequent EIR or Negative Declaration is not required.

B. PROJECT BACKGROUND

On July 28, 2020, the City adopted The Ranch Project Environmental Impact Report (SCH# 2019060012), hereafter referred to as the "2020 EIR." The 2020 EIR was prepared pursuant to Title 14, Section 15070 of the California Code of Regulations.

The 2020 EIR analyzed development of Phase I, Phase II, and Phase III of The Ranch Project (see Figure 1), which would consist of 1,177 residential units over 253.50 acres on a 551.50-acre site, including Low Density (LD), Medium Density (MD), and Age Restricted (AR) units; a five-acre Village Center consisting of commercial, office, and retail space; three acres of public services facilities, including a new fire station site and a trail staging area; approximately 22.50 acres of public parks and landscaped areas; 229.50 of open space, including trails; and 38.00 acres of roadway improvements. In addition to the 2020 EIR, the Antioch City Council also approved the following entitlements for The Ranch Project on July 28, 2020:

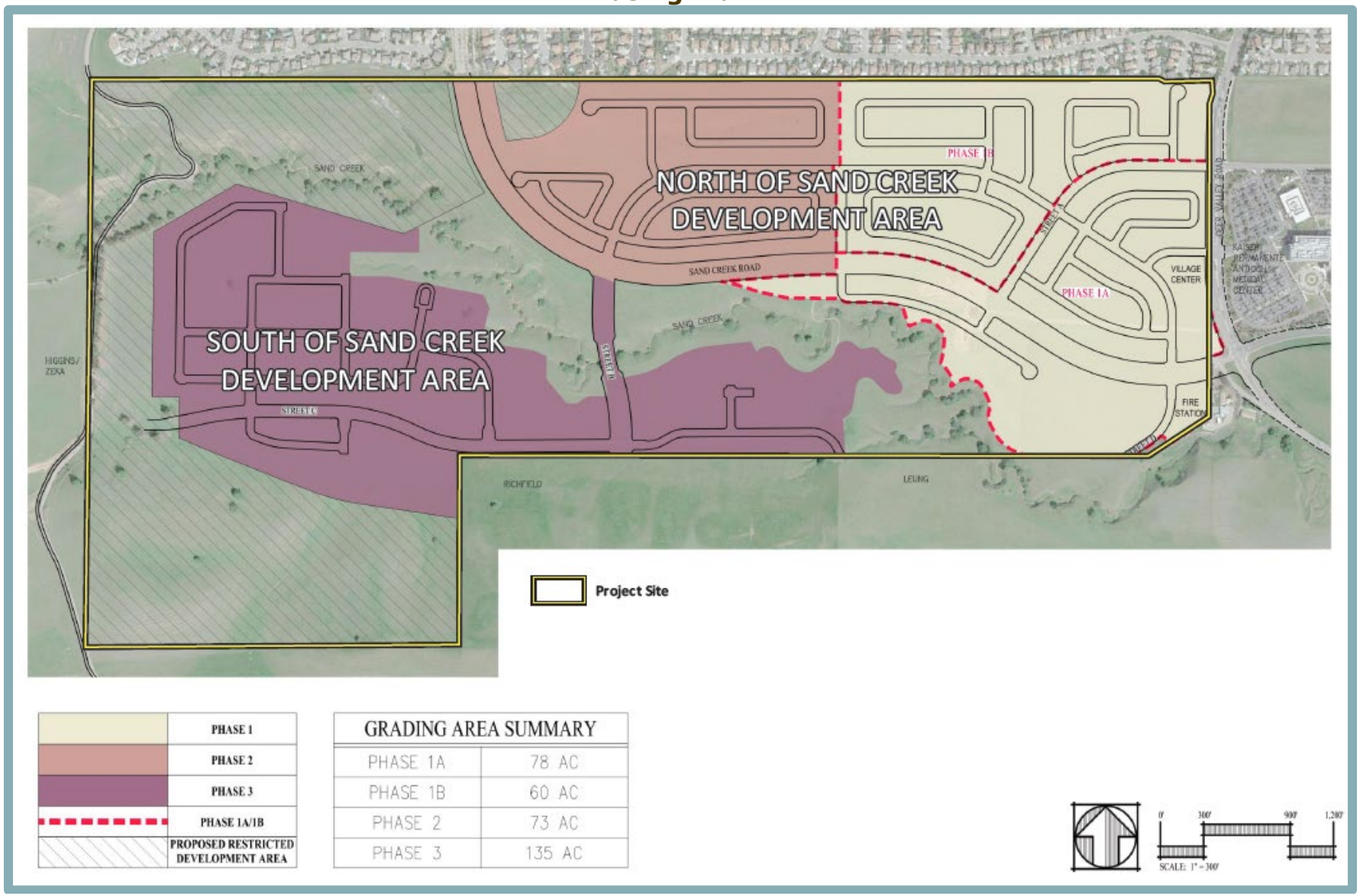
- Approval of a Development Agreement between the City of Antioch and Richland Planned Communities, Inc.;
- Approval of a General Plan Amendment;
- Approval of a Rezone of the project site to Planned Development and adoption of the development standards; and
- Adoption of the Master Development Plan, Design Review adopting Design Guidelines, and a Resource Management Plan.

Phase I of The Ranch requested the approval of a Planned Development Guidelines Amendment, Master Development Plan Amendment, two Vesting Tentative Subdivision Maps, a Use Permit, and Design Review. The 2020 EIR analyzed Phase I development of MD and LD-3 zoning, including 212 MD units with a 4,500 square-foot (sf) average lot size and 410 units of LD-3 housing across the entire project with an average lot size of 7,000 sf. The proposed Phase I developed larger LD-3 lot sizes and 18 additional MD units than what was evaluated in the 2020 EIR. The increased lot sizes still fell between the established 5,000-sf to 10,000-sf range that was established in a General Plan Amendment that was approved when the 2020 EIR was certified.

Phase I amended the Planned Development Guidelines and Master Development Plan. Edits made to the Planned Development Guidelines included altering lot width, rear and side setbacks of the rear center lot of the T-Court Clusters, and allowed for attached patios to encroach two feet into the rear setback. In addition, the Master Development Plan Amendment was reconfigured so that the location of the on-site trail network would minimize impacts to California tiger salamander habitats. The Phase I consistency memo assessed the alteration to the amendments and found the developments did not result in any impacts beyond what was analyzed in the 2020 EIR.

The Phase I entitlements were approved by the City Council on June 27, 2023.

Figure 1
Phasing Plan



The proposed project is located within the boundaries of The Ranch Project site and would generally involve buildout of Phase II (see Figure 1).

C. PROJECT DESCRIPTION

The following provides a description of the project site's current location and setting, as well as the proposed project components and the discretionary actions required for the project.

Project Location and Setting

The project site is located at 6275 Deer Valley Road, in the City of Antioch, California. The Ranch project site is approximately 551.5-acre, identified by Assessor's Parcel Numbers 057-010-002, 057-010-003, and 057-021-003, and is located within the Sand Creek Focus Area of the City of Antioch General Plan. The approximately 71.8-acre Phase II project site is located within the eastern portion of The Ranch Project site and is surrounded by a single-family residential subdivision to the north, undeveloped land and Sand Creek to the south, the under-construction Phase I of The Ranch Project to the east, as well as the Kaiser Permanente Antioch Medical Center further to the east across Deer Valley Road, and undeveloped land and Empire Mine Road to the west.

Project Components

The proposed project would entail approval of a Vesting Tentative Subdivision Map and Use Permit. The project components are discussed in further detail below.

Vesting Tentative Subdivision Map

The proposed Vesting Tentative Subdivision Map would divide the 71.8-acre Phase II area into 213 residential lots on 37 acres, 12.3 acres of parkland, five acres of open space and trails, 4.2 acres of landscaping, and a 13.3 acre internal roadway network (see Figure 2).

The 213 residential lots would all be Low Density-Conventional (LD-3) with an average lot size of 7,784 sf. Interior streets would include a 56-foot right-of-way (ROW) consisting of two 10-foot travel lanes bordered by curbs, gutters, and five-foot-wide sidewalks. Water, sewer, and stormwater connections would be extended into the project site from the north and east.

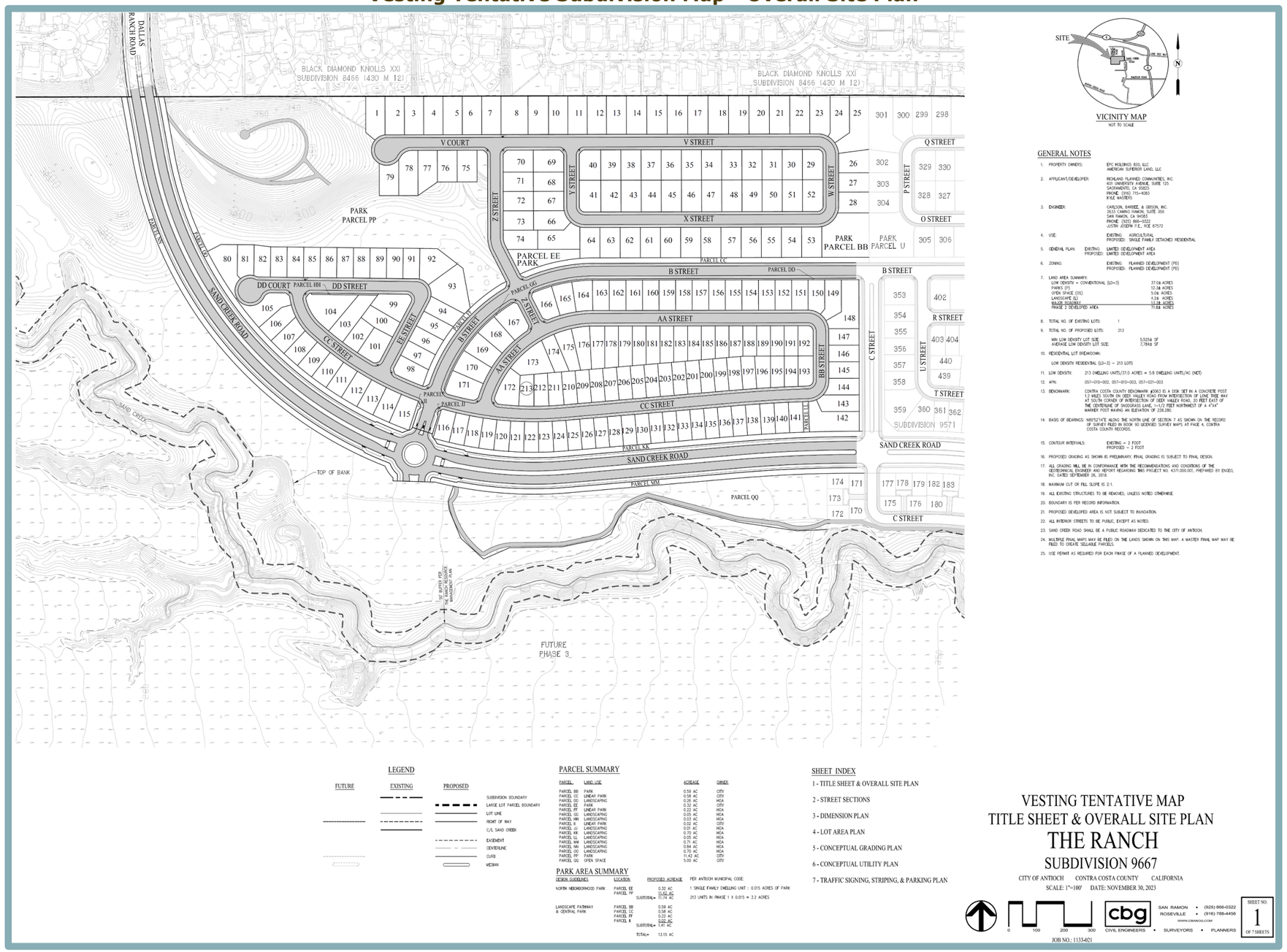
Use Permit

Pursuant to the Antioch Municipal Code Section 9-5.2307(C)(1), a Use Permit shall be required prior to the construction of any phase of an approved Planned Development (PD) District. As such, approval of a Use Permit is required to allow for the development of 213 residential lots, parkland, open space, trails, landscaping, and an internal roadway network within the Phase II area of The Ranch Project site. The intent of the Use Permit is to further clarify the details of the development phase being considered and to ensure that each component complies with the established provisions of the district.

Design Review

Pursuant to the Antioch Municipal Code Section 9-5.2601(A)(1), Design Review shall be required for any new building or construction in any zoning district. The project applicant is not requesting Design Review for the future residences at this time; however, the preliminary landscaping that is included as part of the tentative map is subject to Design Review.

Figure 2
Vesting Tentative Subdivision Map - Overall Site Plan



Requested/Required Entitlements

The proposed project would require the following approvals from the City of Antioch:

- Vesting Tentative Subdivision Map;
- Use Permit; and
- Design Review

D. PROPOSED PROJECT COMPARED TO PHASE II IN 2020 EIR

According to the 2020 EIR, development of the Phase II area would be limited to LD-3 zoning. Although the 2020 EIR did not specify the number of LD-3 units that would be developed during any individual phase of the project, the 2020 EIR anticipated that the maximum number of LD-3 units developed across the three phases of The Ranch Project would be 410 units with an average lot size of 7,000 sf. Phase I developed 210 units of LD-3 housing, which limits Phase II to building a maximum of 200 additional units. However, Phase II is currently proposed to include the development of 213 LD-3 units. Thus, although the proposed LD-3 units would be within the required average lot size, Phase II would include the development of 13 more LD-3 units than was anticipated in the 2020 EIR for full buildout of The Ranch Project. It should be noted that buildout of the final Phase III will be limited to a maximum of 524 units so as not to exceed the total 1,177 units analyzed in the 2020 EIR. Phase I of the project included the development of 8.9 acres of parks, Phase II would develop an additional 12.3 acres for a total of 19.2 acres. The 2020 EIR analyzed a total park build out of 20 acres, limiting Phase III of The Ranch Project to 0.8-acres of parkland. The proposed project's tentative map shows a similar street layout design as the one described in the 2020 EIR.

E. DISCUSSION

New significant effects or other grounds could require preparation of a subsequent EIR or supplemental EIR in support of further agency action on a project pursuant to Public Resources Code Section 21166 and State CEQA Guidelines Sections 15162 and 15163. Pursuant to the Guidelines, a subsequent or supplemental EIR or MND shall be prepared if any of the following criteria are met:

(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete

or the negative declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;
(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

The applicability of the criteria to the proposed project is described in the following sections.

Criterion 15162(a)(1)

Substantial changes which would require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects would not occur as a result of the proposed project.

The proposed project would include approval of a Vesting Tentative Subdivision Map that would subdivide that Phase II area into 213 residential lots. The 213 LD-3 units proposed for Phase II, in combination with the 210 LD-3 units approved as part of Phase I, would result in more than 410 LD-3 total units analyzed in the 2020 EIR. However, the amount of land disturbed by project buildout would remain the same as anticipated in the 2020 EIR. The 2020 EIR anticipated that full buildout of The Ranch Project would include a total of 1,117 residential units. Although buildout of Phase II, in combination with Phase I, would exceed the number of LD-3 units anticipated in the 2020 EIR, the combined unit count would not exceed the total number of anticipated residential units. Further environmental review would not be required so long as the total unit count does not exceed 1,117 units after Phase III of The Ranch Project.

Approval of a Use Permit is required for the proposed project to allow for the development of the proposed uses within Phase II of The Ranch Project site. The requested Use Permit would not alter the analysis or conclusions of the previously approved 2020 EIR.

Criterion 15162(a)(2)

New significant environmental effects or a substantial increase in the severity of previously identified significant effects would not occur, and major revisions of the previous EIR would not be required. As discussed above, an EIR which assessed the full buildout of LD-3 development on the project site was certified in 2020. Because significant updates to local, State, and federal regulations have not been adopted since the certification of the previous EIR, as noted in further

detail in the Environmental Impact Analysis section below, substantial changes would not occur with respect to the circumstances under which the project is undertaken.

Criterion 15162(a)(3)

The previously certified 2020 EIR assessed the environmental effects of a proposed residential development on the project site and included mitigation measures to reduce significant impacts related to Aesthetics, Air Quality, Biological Resources, Cultural Resources, Geology and Soils, Greenhouse Gas Emissions and Energy, Hazards and Hazardous Materials, Noise, Public Services and Recreation, and Transportation.

The question of "new information of substantial importance" relates to the current CEQA requirements to assess impacts that were not required at the time the 2020 EIR was certified. Because the 2020 EIR was completed at that time in accordance with the most recent version of the CEQA Appendix G Checklist, all required environmental impact areas were addressed in the 2020 EIR.

The proposed project would consist entirely of land that has already been subject to an EIR, and the same residential densities are proposed in the areas of land previously analyzed. Therefore, extenuating circumstances do not exist that would require subsequent environmental review, and the proposed project would not meet any of the criteria discussed in Sections 15162(a)(3)(A) through 15162(a)(3)(D) of the CEQA Guidelines.

F. ENVIRONMENTAL IMPACT ANALYSIS

The following discussion briefly evaluates each of the applicable CEQA Appendix G environmental resource areas.

Air Quality, Greenhouse Gas Emissions, and Energy

According to the analysis included in the 2020 EIR, the greenhouse gas (GHG) emissions (2.6 metric tons of CO_2 equivalents per year [$MTCO_2e$/yr]) associated with The Ranch Project were determined to exceed the applicable threshold for the year 2030, and a significant and unavoidable impact would occur. As part of the certification of the 2020 EIR, a Statement of Overriding Considerations was adopted by the Antioch City Council, acknowledging that the impact cannot be mitigated to a less than significant level.

It should be noted that the Bay Area Air Quality Management District (BAAQMD) has adopted updated CEQA thresholds of significance for climate impacts from land use projects since the 2020 EIR was prepared. The updated BAAQMD GHG thresholds provide qualitative thresholds related to buildings and transportation and are most appropriately applied to CEQA projects for which a Notice of Preparation is issued and environmental analysis begins after the date of adoption, which occurred on April 20, 2022.

The proposed project would consist of the same area of disturbance and would include the same development types as previously analyzed in the 2020 EIR. Therefore, the intensity of site grading and other associated construction activities would be equivalent to those evaluated in the 2020 EIR. In addition, given that the proposed land uses are the same as those proposed in The Ranch Project, the operational emissions of criteria pollutants, toxic air contaminants, and GHGs would be similar to what was previously analyzed in the 2020 EIR. As discussed further below, the proposed project would generate a negligible increase in vehicle trips as compared to the previously evaluated project. Thus, the increase in vehicle miles traveled (VMT) and associated GHG emissions would also be negligible when compared to the 2020 EIR. Furthermore, provided

that the three phases of The Ranch Project do not exceed the total number of 1,177 units that were analyzed and approved in the 2020 EIR, additional impacts related to air quality, GHG emissions, and energy would not occur during construction or operation of the proposed project.

Based on the above, although the circumstances with respect to the thresholds of significance used to evaluate GHG emissions have changed since the 2020 EIR, the change in circumstances or the proposed project's addition of 13 residential units would not result in any new significant impacts or a substantial increase in the severity of a previously identified significant impact related to air quality, GHG emissions, or energy use. Thus, further environmental review would not be required related to Air Quality, Greenhouse Gas Emissions, or Energy, and all mitigation measures from the 2020 EIR would still be required.

Biological Resources

The proposed project would involve the same project site and the same development types and footprint as those previously evaluated in the 2020 EIR. In addition, the proposed Vesting Tentative Subdivision Map would maintain the location of proposed parks and open spaces. Therefore, the area of disturbance related to buildout of Phase II would not differ from what was anticipated in the 2020 EIR.

Based on the above, the proposed project would not require further environmental review related to Biological Resources, and all mitigation measures from the 2020 EIR would still be required.

Transportation

The 2020 EIR analyzed transportation impacts based on an anticipated total of 410 LD-3 units. Phase I developed 210 LD-3 lots and the proposed project would involve future development of 213 LD-3 units. Based on the ITE Trip Generation Manual, 11th edition, single-family residences generate an average of 9.44 trips per unit per day, with 0.76 during the AM peak hour and 1.00 during the PM peak hour. Accordingly, the 13-unit increase in single-family units associated with the proposed project would result in approximately 23 additional peak hour trips (13 x [1.00+0.76]). Pursuant to Table 3.14-6 of The Ranch EIR, Phase II of The Ranch Project was anticipated to generate 348 total peak hour trips. The additional 23 trips associated with the proposed project would constitute a six percent increase beyond what was anticipated in the 2020 EIR and would not be anticipated to result in any new impacts related to the circulation system. The ultimate extension of Sand Creek Road is planned to have two lanes in both directions for the entire length of the road. However, between the development of Phase I and Phases II and III, the interim portion of Sand Creek Road west of Phase I would have one lane in each direction.

At the time of preparation of the 2020 EIR, analysis of VMT was not a mandatory requirement. Nonetheless, a brief VMT analysis was provided for information purposes in the 2020 EIR. According to the analysis in the 2020 EIR, the VMT associated with The Ranch Project would exceed 85 percent of the existing Bay Area regional VMT per capita, and a significant and unavoidable impact would occur. As part of the certification of the 2020 EIR, a Statement of Overriding Considerations was adopted by the Antioch City Council, acknowledging that the impact cannot be mitigated to a less than significant level. The proposed project's addition of 13 residential units would not alter the conclusion made in the 2020 EIR. Based on the above, the proposed project would not require further environmental review related to Transportation, and all mitigation measures from the 2020 EIR would still be required.

Provided that Phase III does not exceed the total number of 1,177 units that were analyzed and approved in the 2020 EIR, additional impacts related to transportation would not occur. Therefore, the analysis included in the 2020 EIR is adequate.

Public Services, Recreation, Utilities, and Service Systems

The proposed project would involve the same project site and the same development types as those previously evaluated in the 2020 EIR, and the proposed project is located within the jurisdiction of the same police and fire departments, school district, and utility and service system providers. The proposed project would still be subject to all applicable regulations governing structure safety (i.e., the installation of smoke alarms) and the payment of any applicable development impact fees to support utilities and service systems. Of the 229.5 acres of open space analyzed in the 2020 EIR, the five acres proposed for Phase II would not result in further impacts to the project site. In addition, the proposed project would include 12.3 acres of parkland, which would achieve the City's required parkland standard of 0.015 acres of park per single-family dwelling unit for the 213 LD-3 homes. Thus, further environmental review would not be required related to Public Services, Recreation, Utilities, and Service Systems, and all mitigation measures from the 2020 EIR would still be required.

Noise

The proposed project would involve the same area of disturbance and the same development type that was analyzed in the 2020 EIR. Thus, any noise associated with implementation of the proposed project would affect the same noise-sensitive receptors that were considered in the 2020 EIR. Construction would occur on the same project site and would include the same land use types. As a result, construction noise and associated ground borne vibrations would be identical to what was analyzed in the 2020 EIR. Operations of residential land uses are not associated with the generation of substantial noise and vibration. Typically, a doubling of the Average Daily Traffic (ADT) hourly volumes on a roadway segment is required in order to result in an increase of 3 dBA in traffic noise levels, which is the lowest change that can be perceptible to the human ear in outdoor environments. The additional 13 units proposed beyond what was anticipated for Phase II would increase traffic noise from what was analyzed but would not be as substantial as doubling ADT. Therefore, the increase in traffic would not result in a significant increase in traffic noise and the proposed project would not require further environmental review related to Noise. All mitigation measures from the 2020 EIR would still be required.

Land Use/Planning and Population/Housing

The proposed project would involve development of the same land use type on the same project site that was evaluated in the 2020 EIR. Thus, implementation of the proposed project would not result in new impacts related to Land Use/Planning and Population/Housing, and further environmental review is not required.

Remaining Impact Areas

Impacts related to Aesthetics would remain the same under the proposed project as what was identified in the 2020 EIR because the development types would be the same as what was previously analyzed, and the proposed project would be subject to the same rules governing aesthetics and glare. Thus, further environmental review related to Aesthetics is not required, and all mitigation measures from the 2020 EIR would still be required.

The proposed project would result in the same area of disturbance, and would not create more impervious surfaces than what was evaluated in the 2020 EIR. Therefore, an increase in the rate or volume of surface runoff would not occur under the proposed project as compared to the levels

anticipated for the site in the 2020 EIR. Thus, further environmental review related to Hydrology and Water Quality is not required, and all mitigation measures from the 2020 EIR would still be required.

The proposed project would involve development on the same project site that was evaluated in the 2020 EIR. Therefore, the proposed project would involve the identical level of impacts related to the suitability of agricultural land/farmland, the potential discovery of previously unknown cultural or tribal cultural resources, the suitability of soils for development, the presence of potentially hazardous conditions, and the susceptibility of the project site to wildfire. Overall, the impacts that could occur with implementation of the proposed project related to Agricultural and Forestry Resources, Cultural Resources, Geology and Soils, Mineral Resources, Tribal Cultural Resources, and Wildfire would be identical to those previously evaluated in the adopted 2020 EIR, and all mitigation measures from the 2020 EIR would still be required.

Environmental Findings

As presented in the discussions above, the proposed project would not result in any new significant information of substantial importance, new impacts, or an increase in the severity of previously identified significant impacts to any CEQA topic areas that would require major revisions to the 2020 EIR. The feasibility of mitigation measures or alternatives previously identified would not be modified with implementation of the proposed project. In addition, the proposed project would be required to implement all applicable mitigation measures set forth in the 2020 EIR. As a result, new information of substantial importance, which was not known and could not have been known at the time the previous CEQA document was prepared, has not come to light from what has been previously analyzed.

G. CONCLUSION

As established in the discussions above regarding the potential effects of the proposed project modifications, the proposed modified project would not result in any new significant information of substantial importance, new impacts, new or revised alternatives, or an increase in the severity of previously identified significant impacts that would require major revisions to the 2020 EIR. As such, the proposed modified project would not result in any conditions identified in CEQA Guidelines Section 15162, and a subsequent EIR is not required. Therefore, additional environmental review under CEQA would not be required for the proposed project.

H. APPLICABLE MITIGATION MEASURES

All mitigation measures from the 2020 EIR, as presented in the Mitigation Monitoring and Reporting Plan for the 2020 EIR, would be required to be implemented with approval of the proposed project**.**

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Antioch
200 H Street
Antioch, CA 94509
Attention: City Clerk

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF ANTIOCH

AND

RICHLAND PLANNED COMMUNITIES, INC.

Adopted by the Antioch City Council
on
July 28, 2020

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DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
RICHLAND PLANNED COMMUNITIES, INC.

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Richland Planned Communities, Inc. a California corporation ("**Developer**"), EPC Holdings 820, LLC, a Washington limited liability company and American Superior Land, LLC, a Delaware limited liability company ("**Owners**") (each a "**Party**" and collectively the "**Parties**"), pursuant to the authority of Division 1, Chapter 4, Article 2.5, Sections 65864 *et seq.* of the Government Code (the "**Statute**") is entered into as of September 10, 2020 (the "**Effective Date**") in the following factual context:

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the California State Legislature enacted the Statute, which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Developer proposes to develop a master planned residential community commonly known as The Ranch, which would include up to 1,177 new homes, including a mix of low-density, medium-density, estate and age-restricted units, as well as an approximately five (5) acre mixed-use retail village center, parks, trails/trail staging area, open space, and a fire station site on the Property as defined in Recital C, all in accordance with the Project Approvals defined in Recital E of this Agreement (the "**Project**").

C. Owners each own fifty percent of approximately 551.5 acres of certain real property located in the City of Antioch, Contra Costa County more particularly described in Exhibit A (the "**Property**") Owners are passive investors in the Property and enter into this Agreement at Richland's request in connection with Richland's planned development of the Project.

D. In exchange for the covenants contained in this Agreement and the continued commitment of Developer to provide the benefits described in the Project Approvals, when and if the Project proceeds, and in order to encourage the investment by Developer necessary to proceed with the Project, the City is willing to enter into this Agreement to set forth the right of Developer to complete the Project as provided in this Agreement.

E. The City Council has approved the following which collectively are referred to as the "**Project Approvals**":

(1) Resolution No. 2020-13, adopted by the City Council on July 28, 2020 certifying the Environmental Impact Report (EIR) for the Project and adopting the Mitigation Monitoring and Reporting Program for the EIR.

(2) Resolution No. 2020-15, adopted by the City Council on July 28, 2020 approving General Plan Amendment #GP-20-01.

(3) Ordinance No. 2020-16, adopted by the City Council on July 28, 2020 to rezone the Property to Planned Development District (P-D).

(4) Resolution No. 2020-17, adopted by the City Council on July 28, 2020 approving the Master Development Plan #MDP-20-01, Design Review, and Resource Management Plan.

F. On July 1, 2020 at a duly noted public hearing, the Planning Commission of the City of Antioch adopted Resolution No. 2020-14 recommending approval of this Agreement.

G. On July 28, 2020, after a duly noticed public hearing, the City Council considered this Agreement and conducted a first reading of Ordinance No. 2188-C-S approving this Agreement.

H. On August 11, 2020, the City Council conducted a second reading and adopted Ordinance No. 2188-C-S approving this Agreement.

AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

ARTICLE 1
TERM AND APPLICABLE LAW

1.1 Incorporation of Recitals. The preamble, the Recitals, and all defined terms set forth in both are incorporated into this Agreement by this reference

1.2 Term. The term of this Agreement shall commence as of the Effective Date and continue for ten (10) years thereafter, to and including September 10, 2030 (the "**Term**"), unless sooner terminated or extended as provided herein. The term shall automatically be extended by: (a) any period of Enforced Delay (as defined herein); (b) any period of time during which a lawsuit brought by a third party challenging any aspect of the Project is pending; and/or (c) any period of time during which the filing of a referendum petition or initiative petition delays development of the Project. All such original and extended periods are referred to as the "Term" Upon the issuance of the 421st building permit for residential development and the issuance of building permits for at least thirty-five percent (35%) of the total square footage of commercial development, the Term shall automatically be extended by an additional ten (10) years. The expiration of the Term shall not be interpreted to, and shall not affect, terminate or waive any additional rights that Developer may have that exist independently of this Agreement and derive from common law vesting or other laws or regulations of the State or the City. The Term and the term of any Project Approval, may be extended from time to time pursuant to Section 3.4, or ARTICLE 5.

1.3 Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property and density and improvement requirements applicable to development of the

Property in accordance with the Project Approvals shall be the ordinances, rules, regulations, and official policies in force as of the Effective Date (collectively, the "**City Regulations**"), except as otherwise expressly provided in the Project Approvals or this Agreement. The law applicable to the Project shall be (a) the City Regulations, (b) the Project Approvals and (c) this Agreement (collectively, the "**Applicable Law**"). If there is a conflict between this Agreement and the City Regulations or Project Approvals, this Agreement shall control. If there is a conflict between the Project Approvals and the City Regulations, the Project Approvals shall control. As of the Effective Date, the Project Approvals do not include any large lot map(s) or vesting tentative map(s), design review approvals required for the Project, or other potentially necessary entitlements (the "**Subsequent Approvals**"). Such Subsequent Approvals shall be subject to the ordinances, rules, regulations, and official policies in force as of the at the time of the Developer's application for such Subsequent Approvals to the extent they are consistent with the Project Approvals. The Project shall be subject to all conditions of approval imposed as conditions of such Subsequent Approvals. Upon approval, each Subsequent Approval shall become part of the Project Approvals for purposes of this Agreement.

ARTICLE 2
COVENANTS OF DEVELOPER

2.1 Obligations of Developer Generally. Developer shall have no obligation to proceed with or complete the Project at any particular time or at all, except to the extent this Agreement requires Developer to submit its application for a vesting tentative map for Phase 1 of the Project within the timeframe set forth in Section 2.6.1. However, to the extent that Developer proceeds with the Project, it shall comply with the Applicable Law, as defined in Section 1.2.

2.2 Development of the Property. Developer hereby agrees that development of the Project shall be in accordance with the Project Approvals, including any conditions of approval and the mitigation measures for the Project as adopted by the City, and any amendments to the Project Approvals as may, from time to time, be approved pursuant to this Agreement.

2.3 Fees. Developer shall pay when due all generally applicable fees in effect, and at the rates and in the amounts applicable, at the time of payment. Developer shall pay project specific fees as required by the Project Approvals. *Generally applicable fees* are those fees of the City that are applicable to (a) all similar residential projects, or (b) all construction work similar in nature to work required by the Project Approvals. *Generally applicable fees* include development impact fees adopted after the Effective Date. *Project specific fees* are fees imposed by the Project Approvals that are not generally applicable fees. In addition, Developer shall pay processing fees and charges of every kind and nature imposed by City, including planning processing deposits, to cover the actual costs to City of processing applications for subsequent approvals or for monitoring compliance with and review of subsequent submittals for any Project Approvals granted or issued, as such fees and charges are adjusted from time to time.

2.4 Improvements. Developer shall construct the public and private improvements and make all dedications required by, and more particularly described in the Project Approvals, including but not limited to large lot and vesting tentative maps approved for the Project as subsequent approvals. Developer shall perform the work in accordance with the standards and specifications established by Applicable Law. To the extent there are no such standards or

specifications in the Applicable Law other than this Agreement, the work shall be performed in accordance with industry standards and in a good and workerlike manner, as approved by the City Engineer.

2.5 Subdivision and Other Agreements; Multiple Final Maps. Developer shall execute and perform its obligations as set forth in any Subdivision Improvement Agreements required or permitted by Applicable Law to obtain approval of final maps. Developer may phase the Project in accordance with the Phasing Plan provided, and may file multiple final maps in accordance with Section 3.4 below.

2.6 Specific Development Obligations. In addition to the conditions of approval contained in the Project Approvals, the Developer and the City have agreed that the development of the Project is subject to certain specific development obligations as described herein. These specific development obligations, together with the other terms and conditions of this Agreement, provide the incentive and consideration for the City entering into this Agreement.

2.6.1 Vesting Tentative Map. Within 18 months of the Effective Date of this Agreement, Developer shall submit a complete application for a vesting tentative map for Phase 1 of the Project in accordance with the requirements of the Subdivision Map Act (Gov't Code §§ 66401 *et seq.*) and the City's Subdivision Ordinance (Antioch Municipal Code, Title 9, Chapter 4). Failure to submit the complete application for such vesting tentative map within the timeframe provided herein shall constitute a material default under this Agreement, and a basis for termination of this Agreement. The City shall not have the remedy of specific performance for a default under this Section 2.6.1.

2.6.2 Transportation and Circulation Improvements. In addition to all roadway and circulation improvements required as conditions of the vesting tentative maps processed for the Project, the Developer shall comply with and implement the roadway and circulation improvements identified in Exhibit B, attached hereto and incorporated herein by this reference.

2.6.3 Fire District MOU. Developer shall enter into a Memorandum of Understanding with the Contra Costa County Fire District (the "**Fire District**") regarding the dedication of an approximately two-acre parcel south of the mixed-use retail village center and southwest of the future intersection of Sand Creek Road and Deer Valley Road within the Property for the development of a new fire station and the establishment of a Community Facilities District (the "**Fire Services CFD**") or annexation of the Property into an existing CFD, for the purpose of funding the Fire District's fire and emergency services operations to offset the annual fiscal impacts of the Project on the District's fire and emergency services. Developer and Fire District shall enter into such MOU prior to issuance of the first final subdivision map.

2.6.4 Community Facilities District(s)

(a) Annexation into CFD No. 2018-01 and 2018-02.

(i) Developer acknowledges the existence of Community Facilities District No. 2018-01 Public Services ("**CFD No. 2018-01**") and Community Facilities District No. 2018-02 Police Protection ("**CFD No. 2018-02**") which were created pursuant to the

Mello-Roos Community Facilities Act, as set forth in Government Code Section 53311 *et seq.* for the purpose of funding certain City public services, and police services to assist the City in meeting a police force level within a range of 1.2 to 1.5 officers per 1,000 residents as set forth in Performance Standard 3.5.3.1 of the General Plan. Developer voluntarily consents to and prior to recordation of each final subdivision map for the Project shall take whatever affirmative action it needs to take on its part to ensure that the portion of the Project and Property for which such final subdivision map is recorded is subject to the assessments of CFD No. 2018-01 and CFD No. 2018-02, which includes without limitation, voting to annex to said CFD No. 2018-01 and CFD No. 2018-02.

(b) Richland may request in writing that the City establish one or more CFDs pursuant to the Mello-Roos Act to finance infrastructure, public facilities and development impact fees it may be required to construction in connection with the Development of the Property. Richland shall vote in favor of each such CFD assuming the CFDs are formed in accordance with Section 3.11 of this Agreement.

2.6.5 Project Labor Agreement. Developer represents and warrants that it has entered into a Community Workforce and Training Agreement for the Ranch Project with four local unions (the "**Project Labor Agreement**"), which Project Labor Agreement shall apply to the Project and will ensure work and training opportunities for the membership of the named unions, which represent their respective trades in Antioch and the surrounding area and are affiliated local unions in the Contra Costa Building and Construction Trades Council.

2.6.6 Dedication of Trail Staging Area. Developer shall offer to dedicate to the East Bay Regional Parks District (or other qualified third party entity approved by the City), free and clear of encumbrances, approximately one acre of land located on the western edge of the project site for a trail staging area and parking lot. The trail staging area and parking lot shall be reserved for dedication at the recordation of the final subdivision map for Phase 3. The trail staging area shall be subject to a separate agreement between Richland and the East Bay Regional Parks District (or other qualified third-party entity), which separate agreement shall state the specific timing of improvements and dedication. Such agreement shall be a condition precedent to the issuance of the first building permit for the Project.

2.6.7 Dedication of Open Space. Developer shall dedicate the areas designated as Open Space in the Project Approvals as open space to be maintained in accordance with the Open Space/Public Use Zoning District established by the City's Zoning Code (Antioch Municipal Code, Title 9, Chapter 5.). The open space may be maintained through various means including, but not limited to, dedication to the City, recordation of conservation easements granted to a certified third-party land trust, dedication to a park district, dedication to a flood control district, formation or annexation into a Geologic Hazard Abatement District which would receive dedication of land; or other legally available mechanism, provided that the entity to which such land will be dedicated, and the means of maintaining such property shall be subject to City approval, which approval shall not be unreasonably withheld. Dedication of open space property shall occur prior to the recordation of the final subdivision map for each phase of the Project, but may, at Richland's discretion, occur concurrently.

2.6.8 School Mitigation. Developer agrees to make commercially reasonable efforts to schedule meetings with the Superintendent of the Antioch Unified School District (the "School District") to discuss any potential impacts that the Project could have on the School District that are not mitigated through the payment of the mandated school impact fees for the Project, and to negotiate in good faith toward an agreement to mitigate any such impact between the Effective Date and December 31, 2020. In the event that the District and Developer, cannot reach agreement on the terms of an agreement to mitigate the impact to the District by December 31, 2020 despite good faith efforts by the Developer, the Developer shall be relieved of any further obligations under this Sections 2.6.8.

2.6.9 Additional Funding for Economic Development. Despite City efforts to encourage employment-generating uses in the Sand Creek Focus Area in particular, the City continues to maintain an imbalance between the number of housing units and available high-quality jobs in the City. In furtherance of the City's efforts to encourage economic development and employment generating uses in the City, Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000) to the City to be used for economic development purposes in the City, in the City's sole and absolute discretion (the "**Economic Development Payment**"). The Economic Development Payment shall be due and payable in three equal payments due at the following triggers: (i) upon recordation of the first final map; (ii) issuance of the 250th building permit, and (iii) issuance of the 500th residential building permit.

ARTICLE 3
COVENANTS OF THE CITY

3.1 Obligations of City Generally. The City shall act in good faith to accomplish the intent of this Agreement. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2 No Conflicting Enactments. The City may adopt new or modified rules, regulations or official policies after the Effective Date, and such new or modified rules, regulations, or official policies shall be included within the Applicable Law; provided, however, such new or modified rules, regulations, or official policies (whether adopted by action of City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be applicable to the Project, and/or to any development on the Subject Property, only to the extent that such application does not modify the Project, does not prevent or impede development of any portion of the Property pursuant to Applicable Law, and does not conflict with this Development Agreement. Any new or modified rule, regulation or official policy (whether adopted by action of the City Council or other body or personnel, by initiative, by referendum, or otherwise) shall be deemed to conflict with this Development Agreement if it seeks to accomplish any one or more of the following results, either with specific reference to the Project or to any development of the Property, or as part of a general enactment that would otherwise apply to the Property:

3.2.1 Reduce the density or intensity of the Property as allowed by the Applicable Law;

3.2.2 Reduce the density or intensity of development allowed on the Property under the Applicable Law;

3.2.3 Change any General Plan or Zoning Code land use designation or permitted use of the Property as described in the Applicable Law;

3.2.4 Require, for any work necessary to develop the Project on the Property, the issuance of permits, approvals, or entitlements by City other than those required by Applicable Law; or

3.2.5 Materially limit the processing of, the procuring of applications for, or approval of Project Approvals.

Nothing in this Agreement shall restrict the City's discretion to impose conditions of approval on one or more vesting tentative maps that must be approved as part of the Project in accordance with the Subdivision Map Act and the Subdivision Ordinance.

3.3 Permitted Uses. The permitted uses of the Property; the density and intensity of use of the Property; the maximum height, bulk and size of buildings are as set forth in the Project Approvals, which City confirms and vests by this Agreement.

3.4 Life of Project Approvals. By approval of this Agreement, City extends and vests the term of any vesting tentative map included in the Project Approvals for the Term (including any subsequent extensions). The Term and the term of any vesting tentative map shall be extended automatically by a time period equal to the sum of any periods of time during which a development moratorium, as defined in Section 66452.6(f) of the Subdivision Map Act (the "**Map Act**"), is in effect. The term of each Project Approval shall expire no sooner than (a) this Agreement or (b) the term otherwise applicable to the Project Approval if this Agreement were not in effect, whichever occurs later. The City shall not require Developer to enter into any subdivision or other agreement that is inconsistent with this Agreement or the Project Approvals, provided however that the Parties agree and understand that the vesting tentative maps will include conditions of approval in addition to those included in the Project Approvals, and Developer will be required to enter into Subdivision Improvement Agreements as set forth in Section 2.5 above. The City shall allow Developer to file multiple final maps in accordance with Section 66456.1 of the Map Act.

3.5 Conflict of City and State or Federal Laws. In the event that federal or state laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Development Agreement, each Party shall provide the other Party with written notice of such federal or state law or regulation, a copy of such law or regulation, and a statement concerning the conflict with the provisions of this Development Agreement. The Parties shall, within thirty (30) days, meet and confer in good faith in a reasonable attempt to modify this Development Agreement so as to comply with such federal or state law or regulation. City, without the obligation to incur costs or liability, shall reasonably cooperate with Developer in securing of any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this section.

3.6 Life of Legislative Approvals and Project Approvals. The term of any Project Approval shall be automatically extended for the longer of the Term of this Development Agreement or the term otherwise applicable to such Legislative Approval or Project Approval.

3.7 Timing of Construction and Completion. The Parties acknowledge that Developer cannot at this time predict when or the rate at which the Project will be constructed. The Parties agree that there is no requirement that Developer initiate or complete construction of the Project within any particular period of time, or at all, and City shall not impose such a requirement on Developer, the Property, or any Project Approval. In light of the foregoing, the Parties agree that Developer may construct the Project at the rate and time Developer deems appropriate within the exercise of its reasonable business judgment, subject to Applicable Law and the terms of this Agreement. Further, Developer may implement the Project in phases, from east to west, and from north to south, in Developer's reasonable discretion.

3.8 Processing Project Approvals. Upon submission by Developer of any application for a Project Approval, City shall cooperate and diligently work to promptly process, consider, and approve such application, and shall apply only Applicable Law and any applicable federal or state laws. City shall retain its discretionary authority in its consideration of any and all Project Approvals that involve discretionary decisions; provided, however, such consideration shall be regulated solely by the Applicable Law, any applicable federal or state law, and this Development Agreement.

3.9 Eminent Domain. Developer shall obtain all real property interests necessary to allow it to construct improvements required by the Project Approvals and this Agreement, and any subsequent approvals. Notwithstanding the foregoing, in the event an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a certified appraiser approved by the City, the City shall assist Developer upon its request in obtaining any real property interests necessary for the public improvements. Specifically, the City shall promptly negotiate and seek to purchase of the necessary property, including the possible consideration of the City's use of its power of eminent domain to acquire such real property interests. Developer shall pay all costs associated with any acquisition or condemnation proceedings, subject to reimbursement of pro rata share from other benefiting landowners.

3.10 Formation of Services Community Facilities District(s).

3.10.1 The City agrees that upon receipt of Richland's written request and application and the deposit with City of sufficient funds to pay the City's costs to undertake the proceedings to establish any particular CFD, City shall conduct proceedings to establish the respective CFD(s) and Richland shall cooperate in the conduct of such proceedings. Richland acknowledges that this Agreement cannot obligate the City Council to establish the CFD(s) at the conclusion of those proceedings. If adopted, a Facilities CFD Tax levied by such CFD (the "**Facilities CFD Tax**") shall be authorized to be levied on assessor's parcels in the CFD for which a building permit for residential construction and a certificate of occupancy or final inspection has been issued ("**Occupied Residential Property**") within each CFD to fund, in order of priority: (a) administrative expenses of the CFD; (b) scheduled debt service on bonds for the CFD that are issued to fund eligible public facilities (including, as may be permitted by the City, public facilities

in lieu of Contributions); (c) replenishment of a reserve fund for the bonds; and (d) on a pay as you go basis, eligible public improvements and public facilities funded through eligible fee programs (including, as may be permitted by the City, public facilities in lieu of Contributions) including acquisition of right-of-way. The annual Facilities CFD Tax amount shall be increased each fiscal year, beginning with the fiscal year following the formation of the CFD, by a percentage equal to two percent (2%) of the prior year's levy.

3.10.2 Facilities CFD Tax shall only be authorized concurrent with, or subsequent to, the authorization of taxes levied on the Property by CFD No. 2018-01, CFD No. 2018-02 and the Fire Services CFD (collectively, the "**City Public Services/Public Safety Tax**"), and under no circumstances shall Facilities CFD Tax be authorized before, or without the concurrent authorization, of the City Public Services/Public Safety Tax.

3.10.3 City agrees that the maximum effective tax rate for assessor's parcels within each CFD, including without limitation, Facilities CFD Tax and City Public Services/Public Safety Tax, may not exceed two percent (2.0%) of the reasonably expected value of the parcel with planned vertical improvements determined at the time of approval of the CFD and the Rate and Method of Apportionment.

3.10.4 City agrees to use reasonable efforts to develop and implement the CFD(s) subject to public hearing and election requirements of applicable State and, if tax-exempt bonds are to be issued, federal law, the existing regulations and the customary and reasonable industry standards for the development of such financings for CFD(s). Richland and City acknowledge and agree that the establishment of a CFD for facilities and services and the issuance of bonds supported by the special taxes are dependent on many factors that are not known at this time. The viability of the financing, the amount of special taxes for debt service, and available bond proceeds will be dependent on several factors existing at the time the bonds are sold, including, but not limited to, the financial markets, interest on tax exempt financings, housing market, value of homes in the area, absorption rates for home sales in the area, bond underwriting criteria and ratings by bond-rating agencies.

3.11 In the event that a CFD for facilities is established as outlined above, City agrees to participate at Richland's written request in the formation of a Joint Community Facilities Agreement ("**JCFA**") with Antioch Unified School District, Contra Costa County, and/or any special district within the County (i.e., East Bay Regional Parks District or the County Flood Control District) for the financing of public improvements or development impact fees required in connection with the development of the Property.

3.12 Vested Development Rights. The City confirms and grants to Developer the vested right to pursue the Project in accordance with the Applicable Law and Project Approvals (once they are granted), and the provisions of this Development Agreement, including, without limitation, Developer's vested right to develop the Project on the Property. In the event of any conflict or inconsistency between this Development Agreement and the Applicable Law or between this Development Agreement and any Project Approvals, this Development Agreement shall prevail and control to the fullest extent legally possible. This Agreement shall be enforceable as set forth in Section 10.2 below. No subsequently adopted ballot measures or initiatives shall have any application to the Property or Project unless expressly consented to by the Developer.

ARTICLE 4
CITY RESERVATIONS OF AUTHORITY

4.1 City's Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Property:

4.1.1 City Regulations regarding processing fees and charges, enacted after the Effective Date, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

4.1.2 City Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, enacted after the Effective Date, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

4.1.3 City Regulations governing construction standards and specifications, enacted after the Effective Date, including (a) City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, (b) all uniform construction codes applicable in City at the time of building permit issuance, and (c) design and construction standards for road and storm drain facilities; provided any such regulation has been adopted and uniformly applied by City on a citywide basis and has not been adopted for the purpose of preventing or otherwise limiting construction of all or any part of the Project.

4.1.4 City Regulations enacted after the Effective Date that may be in conflict with this Agreement or the Project Approvals but that are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, why there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition. Changes in laws, regulations, plans or policies that are specifically mandated and required by changes in state or federal laws or regulations that require such to apply to the Project.

4.1.5 Notwithstanding anything to the contrary provided herein, as provided in the Statute at Section 65869.5: "In the event that state or federal law or regulations, enacted after [this Agreement] has been entered into, prevent or preclude compliance with one or more provisions of [this Agreement], such provisions of [this Agreement] shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations."

ARTICLE 5
AMENDMENT

5.1 Amendment to Approvals. To the extent permitted by state and federal law, any Project Approval or Subsequent Project Approvals (hereafter in this ARTICLE 6, an "**Approval**") may, from time to time, be amended or modified in the following manner.

5.1.1 Administrative Project Amendments. Upon the written request of Developer for an amendment or modification to an Approval, the Director of Community

Development, or his/her designee (collectively "**Authorized Official**") shall determine: (i) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (ii) whether the requested amendment or modification is substantially consistent with Applicable Law. If the Authorized Official finds that the proposed amendment or modification is minor, substantially consistent with Applicable Law, and will result in no new significant environmental impacts, the amendment shall be determined to be an "**Administrative Project Amendment**" and the Authorized Official may, except to the extent otherwise required by law, approve the Administrative Project Amendment, following consultation with other relevant City staff, without notice and public hearing. Without limiting the generality of the foregoing, lot line adjustments, non-substantial reductions in the density, intensity, scale or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan, variations in the design and location of structures that do not substantially alter the design concepts of the Project, variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the Project, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

5.1.2 Non-Administrative Project Amendments. Any request of Developer for an amendment or modification to an Approval which is determined not to be an Administrative Project Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

5.1.3 Project Amendment Exemptions. Amendment of an Approval requested by Developer shall not require an amendment to this Agreement. Instead, the amendment automatically shall be deemed to be incorporated into the Project and the Project Approvals and vested under this Agreement.

5.2 Amendment of This Agreement. This Agreement may be amended from time to time, in whole or in part, by mutual written consent of the Parties or their successors in interest, as follows:

5.2.1 Administrative Agreement Amendments. The City Manager and City Attorney are authorized on behalf of the City to enter into any amendments to this Agreement other than amendments which substantially affect (i) the term of this Agreement (excluding extensions of time for performance of a particular act), (ii) permitted uses of the Property, (iii) provisions for the reservation or dedication of land, (iv) the density or intensity of use of the Property or the maximum height or size of proposed buildings, or (v) monetary payments by Developer. Such amendments ("**Administrative Agreement Amendment**") shall, except to the extent otherwise required by law, become effective without notice or public hearing.

5.2.2 Non-Administrative Agreement Amendments. Any request of Developer for an amendment or modification to this Agreement which is determined not to be an Administrative Agreement Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

ARTICLE 6
ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

6.1 Assignment of Interests, Rights and Obligations. Nothing herein limits the right of Developer to freely alienate or transfer all or any portion of the Property. However, Developer may only transfer or assign all or any portion of its interests, rights or obligations under this Agreement or the Project Approvals, including any amendments thereto (a "**Transfer**"), subject to the requirements for City's consent set forth in this ARTICLE 6, to any third party who acquires an interest or estate in the Property or any portion thereof including, without limitation, purchasers or ground lessees of lots, parcels or improvements (a "**Transferee**"). City consent shall not be required if Developer transfers all or a portion of the Subject Property to an Affiliated Party. An "**Affiliated Party**" is defined as any corporation, limited liability company, partnership or other entity that is controlling of, controlled by, or under common control with Developer, and "**control**," for purposes of this definition, means effective management and control of the other entity, subject only to major events requiring the consent or approval of the other owners of such entity.

6.2 Transfer Agreements.

6.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined in Section 6.1), to a Mortgagee (as defined below in 6.4) or to a Home Purchaser (as defined below in 6.3)), Developer and the Transferee shall enter into a written agreement (a "**Transfer Agreement**"), with City's consent in writing to the Transfer, regarding the respective interests, rights and obligations of Developer and the Transferee in and under the Agreement and the Project Approvals. Such Transfer Agreement may (i) release Developer from obligations under the Agreement or the Project Approvals that pertain to that portion of the Project being transferred, as described in the Transfer Agreement, provided that the Transferee expressly assumes such obligations, (ii) transfer to the Transferee vested rights to improve and use that portion of the Project being transferred, and (iii) address any other matter deemed by Developer to be necessary or appropriate in connection with the transfer or assignment. Developer shall notify the City in writing that it plans to execute a Transfer Agreement at least 60 days in advance of the execution date and provide City with such information as may be required by City to demonstrate the Transferee's qualifications and financial ability to complete the Project. City shall have 30 days from the date of such notice to review the information and provide a determination to Developer. City shall not withhold its consent unless the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, is or has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City does not consent to the Transfer, City shall provide its reasons in writing and shall meet with Developer in good faith to determine what additional information may be necessary for City to provide its consent. Such a process shall not extend beyond a 30 day period.

6.2.2 Binding. Any Transfer Agreement shall be binding on Developer, the City and the Transferee, but shall not release Developer absent express language in the Transfer Agreement. Upon recordation in the Official Records of Contra Costa County of any Transfer Agreement , Developer shall be released from those obligations assumed by the Transferee therein, subject to the provisions of 6.2.1 above.

6.3 Home Purchaser. The burdens, obligations and duties of Developer under this Agreement shall terminate with respect to, and neither a Transfer Agreement nor the City's consent shall be required in connection with, any single-family residence conveyed to a purchaser or leased for a period in excess of one year. The Transferee in such a transaction and its successors ("**Home Purchaser**") shall be deemed to have no obligations under this Agreement.

6.4 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("**Mortgage**"). The foregoing notwithstanding, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to the City's remedies to terminate the rights of Developer and its successors and assigns under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

6.4.1 Mortgagee Not Obligated. The provisions of 6.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the Project, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements other than those uses or improvements provided for or authorized by this Agreement, or otherwise under the Project Approvals.

6.4.2 Notice of Default to Mortgagee. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any notice of default given Developer and specifying the address for notice, then the City shall deliver to the Mortgagee at the Mortgagee's cost, concurrently with delivery to Developer, any notice with respect to any claim by the City that Developer has committed an event of default. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of default claimed or the areas of noncompliance set forth in the City's notice. The City Manager is authorized on behalf of the City to grant to the Mortgagee an extension of time to cure or remedy, not to exceed an additional 60 days.

ARTICLE 7
COOPERATION IN THE EVENT OF LEGAL CHALLENGE, INDEMNITY

Developer, as the real party in interest, shall defend, indemnify, and hold harmless the City, with legal counsel reasonably acceptable to the City Attorney, in any action brought by a third party to challenge concerning: (a) the validity, legality, or constitutionally of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Development Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Development Agreement; and (iii) the implementation of this Development Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Development Agreement's requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not be unreasonably

withheld, conditioned, or delayed. Developer shall pay all costs, damages, attorney's fees, and other court-ordered costs awarded to any third party in any legal action in which Developer's duties to defend, indemnify, and hold the City harmless arise under this Article. The City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of such action.

The Parties expressly recognize that the obligation stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, intentional act, negligent act, or default of, or any injury caused by, any homeowners association or any City department or dependent special district that is formed by or the receives funding as a result of any term or condition of this Agreement.

ARTICLE 8
DEFAULT; TERMINATION; ANNUAL REVIEW

8.1 Default.

8.1.1 Remedies in General; No Damages. Except as provided in Section 2.6.1, City and Developer agree that, as part of the bargained for consideration of this Agreement, in the event of default by either Party, the only remedy shall be declaratory relief or specific performance of this Agreement. In no event shall either Party, or any of their officers, agents, representatives, officials, employees or insurers, be liable to the other Party for damages, whether actual, consequential, punitive or special, for any breach or violation of this Agreement. The Parties agree that any action or proceeding to cure, correct or remedy any default or to enforce any covenant or promise under this Agreement shall be limited solely and exclusively to the remedies expressly provided. Following notice and expiration of any applicable cure periods and completion of the dispute resolution process set forth in ARTICLE 9 below, either Party may institute legal or equitable proceedings to cure, correct, or remedy any default, or to enforce any covenant or promise herein, enjoin any threatened or attempted violation, or enforce by specific performance, declaratory relief or writ of mandate the obligations and rights of the Parties. As noted above, in no event shall either Party be liable for any damages. Any legal action to interpret or enforce the provisions of this Agreement shall be brought in the Superior Court for Contra Costa County, California.

8.1.2 Cure Period. Subject to extensions of time by mutual consent in writing of the Parties, breach of, failure, or delay by either Party to perform any term or condition of this Agreement shall constitute a default. In the event of any alleged default of any term, condition, or obligation of this Agreement, the Party alleging such default shall give the defaulting Party notice in writing specifying the nature of the alleged default and the manner in which such default may be satisfactorily cured ("**Notice of Breach**"). The defaulting Party shall cure the default within 30 days following receipt of the Notice of Breach, provided, however, if the nature of the alleged default is non-monetary and such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure, provided that if the cure is not diligently prosecuted to completion, then no additional cure period shall be provided. If the alleged failure is cured within the time provided above, then no default shall exist and the noticing Party shall take no further action to exercise any remedies available hereunder. If the alleged failure is

not cured, then a default shall exist under this Agreement and the non-defaulting Party may exercise any of the remedies available.

8.1.3 Procedure for Default by Developer. If Developer is alleged to be in default hereunder by City then after notice and expiration of the cure period specified above and the dispute resolution process set forth in ARTICLE 9 below, City may institute legal proceedings against Developer pursuant to this Agreement, and/or give notice of intent to terminate or modify this Agreement to Developer pursuant to California Government Code Section 65868. Following notice of intent to terminate or modify this Agreement as provided above, the matter shall be scheduled for consideration and review at a duly noticed and conducted public hearing in the manner set forth in Government Code Sections 65865, 65867 and 65868 by the City Council within 60 calendar days following the date of delivery of such notice (the "**Default Hearing**"). Developer shall have the right to offer written and oral testimony prior to or at the time of the Default Hearing. If the City Council determines that a default has occurred and is continuing, and elects to terminate the Agreement, City shall give written notice of termination of the Agreement to Developer by certified mail and the Agreement shall thereby be terminated 30 days thereafter; provided, however, that if Developer files an action to challenge City's termination of the Agreement within such 30-day period, then the Agreement shall remain in full force and effect until a trial court has affirmed City's termination of the Agreement and all appeals have been exhausted (or the time for requesting any and all appellate review has expired). This Section 8.1.3 shall not be interpreted to constitute a waiver of Section 65865.1 of the Government Code, but merely to provide a procedure by which the Parties may take the actions set forth in Section 65865.1.

8.1.4 Procedure for Default by City. If the City is alleged by Developer to be in default under this Agreement, then after notice and expiration of the cure period and completion of the dispute resolution procedures below, Developer may enforce the terms of this Agreement by an action at law or in equity, subject to the limitations set forth above.

8.2 Excusable Delay; Extension of Time of Performance. In addition to specific provisions of this Agreement, neither Party shall be deemed to be in default where delays in performance or failures to perform are due to, or a necessary outcome of, war, insurrection, strikes or other labor disturbances, walk-outs, riots, floods, earthquakes, fires, pandemics, casualties, acts of God, enactment or imposition against the Project of any moratorium, or any time period for legal challenge of such moratorium by Developer, or similar basis for excused performance which is not within the reasonable control of the Party to be excused. Litigation attacking the validity of this Agreement or any of the Project Approvals or implementing or subsequent approvals, or any permit, ordinance, entitlement or other action of a governmental agency other than the City necessary for the development of the Project pursuant to this Agreement, or Developer's inability to obtain materials, power or public facilities (such as water or sewer service) to the Project, shall be deemed to create an excusable delay as to Developer. Upon the request of either Party, an extension of time for the performance of any obligation whose performance has been so prevented or delayed shall be memorialized in writing. The City Manager is authorized on behalf of the City to enter into such an extension. The term of any such extension shall be equal to the period of the excusable delay, or longer, as may be mutually agreed upon.

8.3 Annual Review. Throughout the Term, at least once every 12 months, City may request that Developer provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the "**Written Report**"). The City Manager and City Attorney shall review the Written Report to determine whether Developer is in good-faith compliance with the terms of the Agreement and, if they have concerns about Developer's compliance, shall schedule a review before the City Council (the "**Periodic Review**"). At least 10 days prior to the Periodic Review, the City shall provide to Developer a copy of any staff reports and documents to be used or relied upon in conducting the review (and, to the extent practical, related exhibits) concerning Developer' performance. Developer shall be permitted an opportunity to respond to the City's evaluation of Developer's performance, either orally at a public hearing or in a written statement, at Developer's election. Any written response shall be directed to the Community Development Director. At the conclusion of the Periodic Review, the City Council shall make written findings and determinations, on the basis of substantial evidence, as to whether or not Developer has complied in good faith with the terms and conditions of this Agreement. If the City Council finds and determines, based on substantial evidence, that Developer has not complied with such terms and conditions, the City Council may initiate proceedings to terminate or modify this Agreement, in accordance with Government Code Section 65865.1, by giving notice of its intention to do so, in the manner set forth in Government Code Sections 65867 and 65868. If after receipt of the Written Report, the City does not (a) schedule a Periodic Review within two months, or (b) notify Developer in writing of the City's determination after a Periodic Review, then it shall be conclusively presumed that Developer has complied in good faith with the terms and conditions of this Agreement during the year covered under the Written Report.

8.4 Notice of Compliance. Within 30 days following any written request which Developer or a Mortgagee may make from time to time, the City shall execute and deliver to the requesting party (or to any other party identified by the requesting party) a written "**Notice of Compliance**", in recordable form, duly executed and acknowledged by the City, that certifies: (a) this Agreement is unmodified and in full force and effect, or if there have been modifications, that this Agreement is in full force and effect as modified and stating the date and nature of the modifications; (b) there are no current uncured defaults under this Agreement or specifying the dates and nature of any default; and (c) any other information reasonably requested by Developer or the Mortgagee. The failure to deliver such a statement within such time shall constitute a conclusive presumption against the City that this Agreement is in full force and effect without modification except as may be represented by Developer and that there are no uncured defaults in the performance of Developer, except as may be represented by Developer.

ARTICLE 9
DISPUTE RESOLUTION

9.1 Dispute; Confidentiality. Any controversy or dispute arising out of or related to this Agreement, or the development of the Project (a "**Dispute**"), shall be subject to private negotiation among the Parties, and if then not resolved shall be subject to non-binding mediation followed by litigation, if necessary, as set forth below. Each Party agrees that any Dispute, and all matters concerning any Dispute, will be considered confidential and will not be disclosed to any third-party except (a) disclosures to a Party's attorneys, accountants, and other consultants who assist the Party in the resolution of the Dispute, (b) as provided below with respect to the mediation,

and (c) as otherwise required by law, including without limitation, the California Public Records Act.

9.2 Private Negotiation. If a Dispute arises, the Parties agree to negotiate in good faith to resolve the Dispute. If the negotiations do not resolve the Dispute to the reasonable satisfaction of the Parties within 30 days from a written request for a negotiation, then the Dispute shall be submitted to mediation pursuant to 9.2.

9.3 Mediation. Within 30 days following the written request to negotiate, either Party may initiate non-binding mediation (the "**Mediation**"), conducted by JAMS, Inc. ("**JAMS**") or any other agreed-upon mediator. Either Party may initiate the Mediation by written notice to the other Party. The mediator shall be a retired judge or other mediator, selected by mutual agreement of the Parties, and if the Parties cannot agree within 15 days after the Mediation notice, the mediator shall be selected through the procedures regularly followed by JAMS. The Mediation shall be held within 30 days after the Mediator is selected, or a longer period as the Parties and the mediator mutually decide. If the Dispute is not fully resolved by mutual agreement of the Parties within 30 days after completion of the Mediation, then either Party may commence an action in state or federal court. The Parties shall bear equally the cost of the mediator's fees and expenses, but each Party shall pay its own attorneys' and expert witness fees and any other associated costs.

9.4 Injunction. Nothing in this ARTICLE 9 shall limit a Party's right to seek an injunction or restraining order from a court of competent jurisdiction in circumstances where such relief is deemed necessary to preserve assets.

ARTICLE 10
MISCELLANEOUS

10.1 Defined Terms; Citations. The capitalized terms used in this Agreement, unless the context obviously indicates otherwise, shall have the meaning given them in this Agreement. Except as otherwise expressly stated, all citations are to the Government Code of the State of California.

10.2 Enforceability. As provided in Section 65865.4, this Agreement shall be enforceable by either Party notwithstanding any change enacted or adopted (whether by ordinance, resolution, initiative, or any other means) in any applicable general plan, specific plan, zoning ordinance, subdivision ordinance, or any other land use ordinance or resolution or other rule, regulation or policy adopted by the City that changes, alters or amends the ordinances, rules, regulations and policies included in the Applicable Law, except as this Agreement may be amended or canceled pursuant to Section 65868 or modified or suspended pursuant to Section 65869.5.

10.3 Other Necessary Acts. Each Party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out the Project Approvals and this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

10.4 Construction. Each reference in this Agreement to this Agreement or any of the Project Approvals shall be deemed to refer to this Agreement or the Project Approval, as it may

be amended from time to time. This Agreement has been reviewed and revised by legal counsel for both the City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

10.5 Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 6, all of the provisions contained in this Agreement shall be binding upon and benefit the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of, or interest in, the Property, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law including, without limitation, Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Property, as appropriate, runs with the Property and is for the benefit of and binding upon the Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

10.6 Attorneys' Fees. If any legal action or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party or parties shall pay the prevailing party's or parties' actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post-judgment motion, and any action to enforce or collect the judgment including without limitation contempt, garnishment, levy, discovery and bankruptcy. For this purpose "**expenses**" include, without limitation, court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "**prevailing party**" shall mean the party which is determined in the proceeding to have prevailed or which prevails by dismissal, default or otherwise.

10.7 No Agency, Joint Venture or Partnership. The City and Developer disclaim the existence of any form of agency relationship, joint venture or partnership between the City and Developer. Nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as creating any relationship other than a contractual relationship between the City and Developer.

10.8 No Third Party Beneficiary. This Agreement is made solely and specifically among and for the benefit of the Parties, and their respective successors and assigns subject to the express provisions relating to successors and assigns, and no other party other than a Mortgagee will have any rights, interest or claims or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

10.9 Notices. All notices, consents, requests, demands or other communications to or upon the respective Parties shall be in writing and shall be effective for all purposes: (A) upon receipt on any City business day before 5:00 PM local time and on the next City business day if received after 5:00 PM or on other than a City business day, including without limitation, in the case of (i) personal delivery, or (ii) delivery by messenger, express or air courier or similar courier, or (B) five days after being duly mailed certified mail, return receipt requested, postage prepaid, all addressed as follows:

If to City, to:	City of Antioch Attention: City Manager 200 H Street Antioch, CA 94509 Telephone: (925) 779-7011
With a mandatory copy to:	City Attorney City of Antioch 200 H Street Antioch, CA 94509 Telephone: (925) 779-7015
If to Developer, to:	Richland Planned Communities, Inc. Attention: Kyle Masters 3000 Lava Ridge Drive, Suite 115 Roseville, CA 95661 Telephone: (916) 772-3330
With a mandatory copy to:	Richland Planned Communities, Inc. Attention: General Counsel 3161 Michelson Drive, Suite 425 Irvine, CA 92612 Telephone: (949) 261-7010

In this Agreement "**City business days**" means days that the Antioch City Hall is open for business and does not currently include Fridays, Saturdays, Sundays, and federal and state legal holidays. Either Party may change its address by written notice to the other on five business days' prior notice in the manner set forth above. Receipt of communication by facsimile or electronic mail shall be sufficiently evidenced by a machine-generated confirmation of transmission without notation of error. In the case of illegible or otherwise unreadable facsimile transmissions, the receiving Party shall promptly notify the transmitting Party of any transmission problem and the transmitting Party shall promptly resend any affected pages.

10.10 Entire Agreement and Exhibits. This Agreement constitutes in full, the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter of this Agreement. No oral statements or prior written matter not specifically incorporated in this Agreement shall be of any force and effect. No amendment of, supplement to or waiver of any obligations under this Agreement will be enforceable or admissible unless set forth in a writing approved by the City and Developer. The following exhibits are attached to this Agreement and incorporated for all purposes:

Exhibit A	Property Description
Exhibit B	Roadway and Circulation Improvements

10.11 Counterparts. This Agreement may be executed in any number of identical counterparts and each counterpart shall be deemed to be an original document. All executed counterparts together shall constitute one and the same document, and any counterpart signature pages may be detached and assembled to form a single original document. This Agreement may be executed by signatures transmitted by facsimile, adobe acrobat or other electronic image files and these signatures shall be valid, binding and admissible as though they were ink originals.

10.12 Recordation of Development Agreement. Pursuant to Section 65868.5, no later than ten days after the City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the Official Records of the County of Contra Costa.

This Agreement has been entered into by and between Developer and the City as of the Effective Date.

CITY:

City of Antioch, a municipal corporation

By: _____
Ron Bernal, City Manager

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney

ATTEST:

By: _____
Arne Simonsen, MMC, City Clerk

DEVELOPER

Richland Planned Communities, Inc., a California corporation

By: _____
John Troutman, Vice President

EPC HOLDINGS 820, LLC, a Washington limited liability company

By: _____
John Troutman, Vice President

AMERICAN SUPERIOR LAND, LLC, a Delaware limited liability company

By: _____
John Troutman, Vice President

APPROVED AS TO FORM:

By: _____
Katherine J. Hart, Land Use Counsel

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Ron Bernal, City Manager

APPROVED AS TO FORM:

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Thomas Lloyd Smith, City Attorney

ATTEST:

By:

_____
Arne Simonsen, MMC, City Clerk

DEVELOPER

Richland Planned Communities, Inc., a California corporation

By: _____
John Troutman, Vice President

EPC HOLDINGS 820, LLC, a Washington limited liability company

By: _____
John Troutman, Vice President

AMERICAN SUPERIOR LAND, LLC, a Delaware limited liability company

By:
John Troutman, Vice President

APPROVED AS TO FORM:

By: _____
Katherine J. Hart, Land Use Counsel

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EXHIBIT B

ROADWAY AND CIRCULATION IMPROVEMENTS

In addition to those roadway and circulation improvements to be constructed and/or dedicated by Developer as conditions of the vesting tentative maps to be approved for the Project, Developer shall construct the following improvements:

- Developer shall construct, at Developer's cost, Sand Creek Road as a two-lane roadway (one lane in each direction) from Deer Valley Road easterly to Dozier Libbey Road along the ultimate alignment of Sand Creek Road. Construction of such two lanes shall be completed prior to issuance of the 421nd residential building permit within the Project. Further, in the event that the interior two lanes of this segment of Sand Creek Road are added as a project to be funded through the East Contra Costa Regional Fee and Financing Authority ("**ECCRFA**") transportation development impact fee program (the "**Fee Program**"), and the ECCRFA Board designates the Sand Creek Road extension, including this segment, as the next priority project behind the James Dolan extension project to be funded through the Fee Program, or in the alternative if ECCRFA has funded all other projects in the Fee Program with funding priority over the Sand Creek extension prior to the issuance of the 600th building permit for the Project, Developer shall construct two additional lanes to complete Sand Creek between Deer Valley Road and Dozier Libbey Road as a complete four lane arterial to match with proposed improvements for Tentative Subdivision Map 9249. Developer shall acquire and pay for all necessary right of way for said improvements, provided that Section 3.9 of this Agreement shall apply to such acquisition. As these improvements would provide benefit for other development projects in the area, City shall require that property owners that apply for future discretionary entitlements for property abutting this segment of Sand Creek Road, as a condition of approval for said discretionary entitlements, shall reimburse Developer for the cost of improvements abutting their property that the City would otherwise require to be constructed by the abutting property owner. Developer may also seek fee credits and/or reimbursement from ECCRFA for the construction of the interior two lanes of this segment, if it is added to the Fee Program. If required to be constructed pursuant to this paragraph, the exterior two lanes shall be completed and open to public use prior to the earlier of issuance of the 600th building permit for the Project or completion of Sand Creek Road as a four-lane arterial from Dozier Libbey Road to Highway 4.

- Developer shall construct, at Developer's cost, Sand Creek Road as a complete four-lane arterial from Deer Valley Road westerly to Dallas Ranch Road with two large radius roundabouts. Timing of construction of these improvements shall be as outlined in the Transportation Element of the Draft EIR prepared for the Project and location of the roundabouts shall be determined as part of the vesting tentative map approval for the Project. These improvements are developer's financial responsibility.

ATTACHMENT "D"

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FISCAL IMPACT ANALYSIS
THE RANCH at ANTIOCH

Prepared By:

DPFG
DEVELOPMENT PLANNING & FINANCING GROUP, INC.

4380 AUBURN BOULEVARD
SACRAMENTO, CALIFORNIA 95841

July 5, 2018

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I. Executive Summary

Introduction
This report was prepared by Development Planning and Financing Group, Inc. ("DPFG") on behalf of Richland Communities ("Developer") in order to analyze the fiscal impacts of The Ranch at Antioch ("Project"), located in City of Antioch ("City"). This Fiscal Impact Analysis ("FIA") is intended to estimate the demand that the Project will place on City services and provide an estimate of the revenues that will be generated by the Project to offset the increased demand on services. This report evaluates the build-out of the Project plan area.

Project Overview
The Project consists of approximately 402 acres, approximately 253.5 acres planned for residential land uses, including 543 low density detached residential units, 212 medium density residential units, 422 active adult residential units for a total of 1,177 residential units, and 5 acres of commercial zoned property. The Project also includes approximately 20 acres of parks, 3 acres of public/quasi public, 38 acres of right of way, and 82.5 acres of open space/landscape areas. Additionally 149.5 acres of open space are outside of the designated development area limits and are assumed to be maintained by a separate agency. The Project site is bounded by single-family homes on the north within the Diablo West, Black Diamond Knolls, and Dallas Ranch subdivisions; the vacant Richfield and Leung parcels to the south; Deer Valley Road and Kaiser Permanente Medical Center to the east; and Empire Mine Road and the Higgins/Zeka parcel to the west. EBRPD lands are located directly to the northwest.

The Project is estimated to generate approximately 3,192 residents based on person per household factors found in Figure 1.

Fiscal Impact Analysis Summary
The FIA indicates that the Project, at buildout, is estimated to generate positive fiscal impacts to the City's General Fund.

The Project is estimated to generate a total of approximately $1.765 million in revenue for the City General Fund and special tax revenues at buildout, against $1.308 million in expenditures (i.e., costs) at buildout, resulting in a combined surplus of $456,556 annually.

Project specific maintenance costs are estimated to have an annual cost of $533,195. These costs are related to maintaining landscape medians, open space, and parks. It is assumed that a Project specific funding mechanism will be created or an existing mechanism will be used to fund these Project specific maintenance obligations.

The Project is estimated to generate a total of $544,716 in CFD 2016-1 special tax revenue to fund City police services.

The reader should be aware that any FIA is only as accurate as the assumptions and methodologies used to calculate its results, and actual results will vary from these estimates as events and circumstances occur in a manner different than described in the FIA.

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II. Introduction

Purpose of Report

Development Planning and Financing Group, Inc. was retained to prepare this report on behalf of the Developer for The Ranch at Antioch Plan Area. This report and the attached tables describe the methodology, assumptions, and results of the FIA. The Project is located in the City of Antioch within Contra Costa County.

The purpose of this report is to determine the applicable recurring revenue and expenditure impacts to the City General Fund and quantify the annual net fiscal impacts at buildout of the Project.

Table 1
The Ranch at Antioch
Land Use Summary

Product	Units/SF	Estimated Market Value Per Unit/SF	Total Assessed Valuation
Residential			
Active Adult			
45x100	160	$ 400,000	$ 64,000,000
50x100	160	450,000	72,000,000
55x100	102	500,000	51,000,000
All Ages			
Medium Density			
40x100	112	425,000	47,600,000
45x100	100	450,000	45,000,000
Low Density - 1 Executive			
80x110	68	775,000	52,700,000
Low Density - 2 Executive			
70x110	65	725,000	47,125,000
Low Density - 3 Conventional			
45x100	140	575,000	80,500,000
50x100	135	625,000	84,375,000
55x100	135	675,000	91,125,000
Total Residential Land Uses	**1,177**		**$ 635,425,000**
Nonresidential			
Village Center Commercial	54,000	$ 200	10,800,000
Total Nonresidential Land Uses	**54,000**		**$ 10,800,000**
Total Land Uses			**$ 646,225,000**

Source:

Product mix and pricing per Developer.

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Organization of Report
The report describes the Project, methodology, and assumptions applied in the Project FIA, a description of the FIA components for calculating revenues and expenditures, and conclusions of the analysis of the Project at buildout.

III. Project Description

Location, Land Uses, and Assumptions
The Project consists of approximately 402 acres located within Contra Costa County, within the City of Antioch. The project site is bounded by single-family homes on the north within the Diablo West, Black Diamond Knolls, and Dallas Ranch subdivisions; the vacant Richfield and Leung parcels to the south; Deer Valley Road and Kaiser Permanente Medical Center to the east; and Empire Mine Road and the Higgins/Zeka parcel to the west. EBRPD lands are located directly to the northwest.

Residential Development: The anticipated residential yield from the Project area is an additional 1,177 residential units of varying densities based on information provided by the Developer. The FIA includes an estimated price range for residential units between $400,000 and $775,000.

Non-residential Development: The Project is estimating to yield approximately 54,000 square feet of commercial uses. The FIA includes an estimated market value of $200 per square foot of nonresidential space.

IV. Methodology and Assumptions

Scope and Methodology
The methodology used to determine the recurring revenue and expenditure impacts to the City as a result of the Project was determined by applying two methodologies, the multiplier method and the case study method.

The multiplier method employs per capita factors based on the City's fiscal year 2017-2018 budget and number of residents or persons served within the City. The multiplier method uses the current fiscal year budget or projected budget as a baseline to forecast fiscal impacts. Revenue and expenditure funds that are impacted by residents use the City's total population in determining the fund's per capita factor. Revenue and expenditure funds that are impacted by residents use the City's total persons served in determining the fund's per capita factor.

The case study method is used to estimate recurring revenue and expenditures when use of the multiplier method will not accurately quantify fiscal impacts. Case study methods were used where estimated revenues were more accurately estimated as a function of tax rates, and/or estimated home prices.

General and/or Major Assumptions
An overview of the general assumptions utilized in the FIA is summarized in Figure 1 below. A more detailed summary of the assumptions used in the FIA can be found in *Appendix A*.

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Figure 1

Development Data	
Antimcipated Poject Build-Out	
Active Adult	
45x100	160 Units
50x100	160 Units
55x100	102 Units
All Ages	
Medium Density	
40x100	112 Units
45x100	100 Units
Low Density - 1 Executive	
80x110	68 Units
Low Density - 2 Executive	
70x110	65 Units
Low Density - 3 Conventional	
45x100	140 Units
50x100	135 Units
55x100	135 Units
Total Project Residential	1177 Units
Nonresidential (Square Feet)	54,000

Initial Market Values	
Active Adult	
45x100	$ 400,000
50x100	$ 450,000
55x100	$ 500,000
All Ages	
Medium Density	
40x100	$ 425,000
45x100	$ 450,000
Low Density - 1 Executive	
80x110	$ 775,000
Low Density - 2 Executive	
70x110	$ 725,000
Low Density - 3 Conventional	
45x100	$ 575,000
50x100	$ 625,000
55x100	$ 675,000

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Fiscal Modeling	
Property Tax Rate (Post ERAF)	
City General Fund Share of 1% Tax Rate	7.4022%
Annual Turnover Rate	
Residential	11.11%
Commerical Property	5.00%
Population Data	
City of Antioch Population	114,241
City of Antioch Employees	22,422
City of Antioch Persons Served (Population plus 50% of Employees)	**125,452**
City of Antioch Occupied Households	**34,867**
Persons Per Household	
Active Adult	1.80
All Ages	3.15

Buildout Focus

The fiscal impacts of the Project were analyzed based on the estimated revenues and expenditures of the Project at buildout.

V. Fiscal Impact Analysis

Revenue Methodology and Assumptions

This section of the Report describes the methodology used to forecast the Project's revenues at buildout. The calculations of estimated revenues used either a case-study methodology or a multiplier method (i.e., per capita or per persons served).

The case-study approach was used to estimate Property Taxes, Property Tax In-Lieu of Vehicle License Fees, Property Transfer Taxes, Sales and Use Tax, and Measure C Sales Tax Revenues (see *Table A.3, A.4*).

The multiplier method was used to estimate Franchise Taxes, and Vehicle Code Fines (see *Table A.1*).

Case Study Method

Property Taxes

At buildout, the Project, including the residential and non-residential components is estimated to have an assessed value of approximately $719.5 million dollars. *Table A.7* shows the estimated allocation of tax revenue to each district, fund, and agency after funds have been diverted to the

Education Revenue Augmentation Fund ("ERAF"). Following ERAF allocation, The City would receive 7.40217% of the total 1% property tax revenue. Secured property tax revenue is derived from taxes on residential units and non-residential uses. Annual property tax revenues are summarized in *Table A.3*.

Property Tax In-Lieu of Vehicle License Fees

The calculation of Property Tax In-Lieu of Vehicle License Fees was a consequence of the passage of Proposition 1A in November of 2004. Revenue was calculated by taking the estimated percent change in assessed value that the Project would have on the City and applying that percent change on the revenue adopted in the FY 2017-18 Budget. Property Tax In-Lieu of Vehicle License Fees revenues are shown in *Table A.3*.

Property Transfer Tax

The City receives this tax at the time in which a new or existing property is sold and ownership is transferred. Property transfer tax is collected upon the sale of property at a rate of $1.10 per $1,000 of assessed valuation of which the City receives $0.55 per $1,000 of assessed valuation. The FIA calculates the property transfer tax by using an annual turnover rate of 11.11% (every 9 years) for single family residential units and 5% (every 20 years) for nonresidential uses. Annual property transfer tax revenues are shown in *Table A.3*.

Sales and Use Tax

Taxable sales generated by the Project are calculated by examining the amount of taxable sales that will be generated by new residents of the project. The amount of sales and use tax generated by residents is determined through several steps. First, the estimated household income for residents is determined. Second, the proportion of new residents' household income that will be spent on taxable goods and services is determined. Third, a taxable sales capture rate is assumed, as only a portion of the total amount of taxable goods and services generated by residents will occur in the City. Sales and Use Tax revenue is calculated at 1.00% of the estimated retail capture rate of sales within the City. Sales and Use Tax revenues are shown in *Table A.4*.

Measure C Sales Tax

Measure C was enacted by Antioch voters in November 2013. Collection of funds started April 1, 2014. The revenue is deposited in the City's general fund. It is used for any legal municipal purpose including: police and emergency response; code enforcement; local economic development and job creation; street repair; and any other City program and service. Measure C Sales Tax revenue is calculated at 0.50% of the estimated retail capture rate of sales (methodology described above in Sales and Use Tax section) within the City. Measure C Sales Tax revenues are shown in *Table A.4*.

CFD 2016-1 Special Tax Revenue

CFD 2016-1 is a Mello-Roos special tax that finances police services and fire protection and suppression services of the City. The CFD is authorized to fund police protection services, including cost of contracting, maintenance or upkeep of related facilities, equipment, vehicles, apparatus, and supplies, the salaries and benefits of staff that directly provide police protection services, and overhead costs associated with providing such services within the CFD. For purposes of this analysis it is assumed the project would annex into the CFD 2016-1. CFD 2016-1 Special Tax revenues are detailed in *Table A.5*.

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Multiplier Method
All other revenue items not calculated in *Table A.3*, *A.4, & A.5* are estimated to be generated on a per household or per person served basis at a rate calculated from the existing City budget. All revenues calculated using the multiplier method are shown in *Table A.1*.

Franchise Taxes
Revenue from Franchise Taxes is calculated on a per person served basis. See attached *Table A.1* for further detail.

Vehicle Code Fines
Revenue from Vehicle Code Fines is calculated on a per person served basis. See attached *Table A.1* for further detail.

Expenditures Methodology and Assumptions

This section of the Report describes the methodology used to forecast the Project's expenditures (costs) at buildout. All expenditures are projected using a per-person-served basis.

Expenditure estimates are based on the City's FY 2017-18 adopted budget. The calculations of the General Fund expenditures and the estimating procedures used to model future expenditures from the Project are shown in *Table A.2*.

Project related maintenance costs to maintain landscape medians, open space, and parks are anticipated to be funded by a new or existing funding mechanism (CFD, LLD, HOA, etc.). Maintenance quantities are based upon the quantities outlined in the Development Standards and Design Guidelines. The Project engineers will need to coordinate with City staff to determine final maintenance quantities. At which time costs would be re-evaluated to determine that funding mechanisms properly cover project maintenance obligations. See attached *Table A.8* for estimated maintenance quantities and costs.

Multiplier Method
Expenditure items were estimated on a per person served or per resident basis at a rate per capita consistent with the existing City budget. All expenditures calculated using the multiplier method are shown in *Appendix A: Table 2*.

VI. Conclusions

This section of the Report summarizes the Project's annual fiscal impact at buildout on the City. *Table 2* provides a summary of the Project's estimated revenue and expenditures projections.

Net Annual Fiscal Impacts at Buildout
The annual net fiscal impacts at buildout of the Project indicate an annual City General Fund surplus of $456,556.

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Project related maintenance costs are anticipated to cost $533,195 annually. It is assumed that a project specific funding mechanism will be created or an existing mechanism will be used to fund these Project specific maintenance obligations.

The Project is estimated to generate a total of $544,716 in CFD 2016-1 special tax revenue to fund City police services.

VII. Funding Sources to Mitigate Potential Fiscal Deficits

The results of the FIA estimates that the Project would have a fiscally positive impact on the City.

For purposes of this FIA the project is anticipated to annex into the City's CFD 2016-1 or similar financing mechanism.

It is assumed that a project specific funding mechanism will be created or an existing mechanism will be used to fund Project specific maintenance obligations.

VIII. FIA Sources

Information used in preparing the FIA was obtained from the following sources: (1) City of Antioch FY 2017-18 Adopted Budget, (2) City of Antioch Comprehensive Annual Financial Report June 30, 2016., (3) California Department of Finance, (4) Contra Costa County Office of the Assessor (5) US Census Bureau 2013 Mobility Study.

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Table 2
The Ranch at Antioch
Fiscal Impact Analysis
Estimated Fiscal Impact

	Estimating Procedure	Service Population/ Households [1]	Revenue Multiplier	Annual Revenue/Expenditures at Buildout
City of Antioch				
Estimated General Fund Revenues				
Property Taxes - Secured	Case Study	N/A	$ -	$ 478,347
Property Tax In Lieu of VLF	Case Study	N/A	-	322,237
Property Taxes - Unsecured	[2]	N/A	-	-
Property Taxes - Other	[2]	N/A	-	-
Other in Lieu Taxes	[2]	N/A	-	-
Unitary Tax	[2]	N/A	-	-
Fanchises - Miscellaneous	[2]	N/A	-	-
Franchise - Gas	Households	1,177	9.51	11,190
Franchise - Electric	Households	1,177	13.61	16,018
Franchise - Cable TV	Households	1,177	41.94	49,364
Franchise - Refuse Collection	Households	1,177	29.31	34,502
Business License Tax	[2]	N/A	-	-
Business License Tax - Rentals	[2]	N/A	-	-
Business License Tax Penalty	[2]	N/A	-	-
Business License Tax Application	[2]	N/A	-	-
Contractors Business License	[2]	N/A	-	-
Property Transfer Tax	Case Study	N/A	-	39,129
Sales & Use Tax	Case Study	N/A	-	178,742
Sales & Use Tax In Lieu Swap	[2]	N/A	-	-
Sales Tax Measure C	Case Study	N/A	-	89,371
Sales & Use Tax P.S. Allocation	[2]	N/A	-	-
Motor Vehicle In Lieu Fees	[2]	N/A	-	-
Transient Occupancy Tax	[2]	N/A	-	-
Licenses & Permits	[2]	N/A	-	-
Vehicle Code Fines	Persons Served	3,192	0.40	1,272
Non-Traffic Fines	[2]	N/A	-	-
Use of Money & Property	[2]	N/A	-	-
Revenue From Other Agencies	[2]	N/A	-	-
Service Charges	[2]	N/A	-	-
Other Revenues	[2]	N/A	-	-
Transfers In	[2]	N/A	-	-
Subtotal Estimated General Fund Revenues				**$ 1,220,170**
Estimated General Fund Expenditures				
Legislative & Administrative	Residents	3,138	$ 5.58	$ 17,525
Finance	Residents	3,138	0.20	632
Non-Departmental	Residents	3,138	2.02	6,339
Public Works	Residents	3,138	49.19	154,373
Police Services	Persons Served	3,192	245.50	783,630
Police Services - Measure C	Persons Served	3,192	61.12	195,095
Police Services - Animal Support	Persons Served	3,192	5.84	18,644
Recreation and Community Services	Residents	3,138	9.92	31,144
Community Development	Residents	3,138	27.10	85,040
Code Enforcement - Measure C	Residents	3,138	5.07	15,907
Subtotal Estimated General Fund Expenditures				**$ 1,308,329**
General Fund Surplus/(Deficit)				**$ (88,159)**
CFD Special Tax Revenue	Table A.5			**$ 544,716**
Total Fiscal Surplus/(Deficit)				**$ 456,556**

Footnotes

[1] Persons served is all City residents plus 50% of City employees. See Appendix A.6.

[2] This revenue/expense source is not expected to be affected by the Project and therefore is not evaluated in this analysis.

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APPENDICES:

Appendix A: General Fund Revenues (Table A.1)

General Fund Expenditures (Table A.2)

Case Study Analyses (Table A.3)

Case Study Analyses (Table A.4)

CFD 2016-1 Special Tax Revenue (Table A.5)

General Assumptions (Table A.6)

Property Tax Allocation (Table A.7)

Maintenance Summary (Table A.8)

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Table A.1
The Ranch at Antioch
Fiscal Impact Analysis
Fund Revenues

	Estimating Procedure	Case Study Reference	FY 2017-18 Adopted Revenues	Service Population/ Households [1]	Revenue Multiplier
General Fund Revenues					
Property Taxes - Secured	Case Study	Table A.3	$ 9,896,311	N/A	$ -
Property Tax In Lieu of VLF	Case Study	Table A.3	7,492,400	N/A	-
Property Taxes - Unsecured	[2]	-	290,000	N/A	-
Property Taxes - Other	[2]	-	400,000	N/A	-
Other in Lieu Taxes	[2]	-	400	N/A	-
Unitary Tax	[2]	-	514,000	N/A	-
Fanchises - Miscellaneous	[2]	-	8,510	N/A	-
Franchise - Gas	Households	-	331,480	34,867	9.51
Franchise - Electric	Households	-	474,500	34,867	13.61
Franchise - Cable TV	Households	-	1,462,330	34,867	41.94
Franchise - Refuse Collection	Households	-	1,022,070	34,867	29.31
Business License Tax	[2]	-	1,400,000	N/A	-
Business License Tax - Rentals	[2]	-	2,200,000	N/A	-
Business License Tax Penalty	[2]	-	20,000	N/A	-
Business License Tax Application	[2]	-	24,000	N/A	-
Contractors Business License	[2]	-	10,000	N/A	-
Property Transfer Tax	Case Study	Table A.3	360,000	N/A	-
Sales & Use Tax	Case Study	Table A.4	12,434,000	N/A	-
Sales & Use Tax In Lieu Swap	[2]	-	-	N/A	-
Sales Tax Measure C	Case Study	Table A.4	6,756,900	N/A	-
Sales & Use Tax P.S. Allocation	[2]	-	559,550	N/A	-
Motor Vehicle In Lieu Fees	[2]	-	45,000	N/A	-
Transient Occupancy Tax	[2]	-	90,000	N/A	-
Licenses & Permits	[2]	-	1,210,000	N/A	-
Vehicle Code Fines	Persons Served	-	50,000	125,452	0.40
Non-Traffic Fines	[2]	-	8,000	N/A	-
Use of Money & Property	[2]	-	575,000	N/A	-
Revenue From Other Agencies	[2]	-	1,012,631	N/A	-
Service Charges	[2]	-	1,522,406	N/A	-
Other Revenues	[2]	-	1,271,040	N/A	-
Transfers In	[2]	-	2,970,972	N/A	-
Total General Fund Revenues			**$ 54,411,500**		

Source: City of Antioch 2017-2018 Budget

Notes:
[1] See Table A.6.
[2] This revenue source is not expected to be affected by the Project and therefore is not evaluated in this analysis.

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Table A.2
The Ranch at Antioch
Fiscal Impact Analysis
Fund Expenditures

	Estimating Procedure	2017/2018 Budget	Service Population (*)	Avg. Cost Per Person Served	Adjustment Factor [1]	Expenditure Per Person
General Fund Expenditures						
Legislative & Administrative	Residents	$ 1,276,038	114,241	$ 11.17	50%	$ 5.58
Finance	Residents	45,997	114,241	0.40	50%	0.20
Non-Departmental	Residents	461,538	114,241	4.04	50%	2.02
Public Works	Residents	7,493,413	114,241	65.59	75%	49.19
Police Services	Persons Served	30,798,234	125,452	245.50	100%	245.50
Police Services - Measure C	Persons Served	7,667,623	125,452	61.12	100%	61.12
Police Services - Animal Support	Persons Served	732,753	125,452	5.84	100%	5.84
Recreation and Community Services	Residents	1,133,817	114,241	9.92	100%	9.92
Community Development	Residents	4,127,909	114,241	36.13	75%	27.10
Code Enforcement - Measure C	Residents	579,115	114,241	5.07	100%	5.07
Subtotal General Fund Expenditures		**$ 54,316,437**				**$ 411.55**

Source: City of Antioch 2017-2018 Budget

(*) Also see Table A.6.

Notes:
[1] Percentage of budget that is expected to grow proportionately with new development.

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Table A.3
The Ranch at Antioch
Fiscal Impact Analysis
Case Study Analyses

Land Use Assumption and Estimated Valuation

Lot Size	Build Out Units/SF [1]	Price Per Unit/SF [2]	Total Valuation
Active Adult			
45x100	160	$ 400,000	$ 64,000,000
50x100	160	450,000	72,000,000
55x100	102	500,000	51,000,000
All Ages			
Medium Density			
40x100	112	425,000	47,600,000
45x100	100	450,000	45,000,000
Low Density - 1 Executive			
80x110	68	775,000	52,700,000
Low Density - 2 Executive			
70x110	65	725,000	47,125,000
Low Density - 3 Conventional			
45x100	140	575,000	80,500,000
50x100	135	625,000	84,375,000
55x100	135	675,000	91,125,000
Total Residential	**1,177**		**$ 635,425,000**
Nonresidential			
Village Center Commercial	54,000	$ 200	$ 10,800,000
Total Nonresidential	**54,000**		**$ 10,800,000**
Total Residential & Nonresidential Valuation			**$ 646,225,000**

A. Estimated Annual Property Tax Case Study	
Basic Rate	1.00%
Total Residential Secured Property Tax	$ 6,462,250
Percent Allocated to City [3]	7.40217%
Annual Property Tax Allocated to City General Fund	**$ 478,347**

B. Estimated Property Transfer Tax Case Study	
Turnover Rate	
Residential Property [4]	11.11%
Commerical Property	5.00%
Residential Property Total Valuation	$ 635,425,000
Commercial Property Total Valuation	10,800,000
Annual Estimated Assessed Turnover Valuation	$ 71,142,778
Rate per $1,000 of Assessed Value ($0.55)	0.055%
Total Estimated Property Transfer Tax	**$ 39,129**

C. Estimated Property Tax in Lieu of VLF Case Study	
FY 2017-18 City of Antioch Assessed Valuation [6]	$ 10,064,469,581
Assessed Value of Project	646,225,000
Total Assessed Value	$ 10,710,694,581
Percent Change in Assessed Value	6.42%
Total FY 2017-18 Property Tax in Lieu of VLF Adopted Revenue [7]	5,018,600
Estimated Increase in Property Tax in Lieu of VLF	**$ 322,237**

Notes:

[1] Provided by Developer.
[2] Estimated home values provided by Developer.
[3] See Table A.7.
[4] US Census Bureau 2013 Mobility Study. Assumes a person moves every 9 years.
[6] Total FY 2017-18 secured and unsecured value for City of Antioch per Contra Costa County Office of the Assessor Annual
[7] City of Antioch FY 2017-2018 Adopted Budget.

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Table A.4
The Ranch at Antioch
Fiscal Impact Analysis
Case Study Analyses

Average Income and Taxable Expenditures for Residential Units

		Household Income and Taxable Expenditures	
Residential Land Use	**Avg Home Value [1]**	**Total Annual Mortgage, Ins., & Tax Payments [2]**	**Estimated Household Income [3]**
Active Adult			
45x100	$ 400,000	$ 31,023	$ 103,409
50x100	450,000	34,901	116,335
55x100	500,000	38,778	129,261
All Ages			
Medium Density			
40x100	425,000	32,962	109,872
45x100	450,000	34,901	116,335
Low Density - 1 Executive			
80x110	775,000	60,107	200,355
Low Density - 2 Executive			
70x110	725,000	56,229	187,429
Low Density - 3 Conventional			
45x100	575,000	44,595	148,651
50x100	625,000	48,473	161,577
55x100	675,000	52,351	174,503

Average Taxable Expenditures [4]	**Taxable Exp. As % of Income**	**Average Taxable Expenditures**
Active Adult		
45x100	23.8%	$ 24,611
50x100	23.8%	27,688
55x100	23.8%	30,764
All Ages		
Medium Density		
40x100	23.8%	26,150
45x100	23.8%	27,688
Low Density - 1 Executive		
80x110	23.8%	47,685
Low Density - 2 Executive		
70x110	23.8%	44,608
Low Density - 3 Conventional		
45x100	23.8%	35,379
50x100	23.8%	38,455
55x100	23.8%	41,532

Total Taxable Expenditures	**Units**	**Taxable Expenditures**
Active Adult		
45x100	160	$ 3,937,820
50x100	160	4,430,047
55x100	102	3,137,950
All Ages		
Medium Density		
40x100	112	2,928,753
45x100	100	2,768,780
Low Density - 1 Executive		
80x110	68	3,242,549
Low Density - 2 Executive		
70x110	65	2,899,527
Low Density - 3 Conventional		
45x100	140	4,953,039
50x100	135	5,191,462
55x100	135	5,606,779
Total Taxable Expenditures	**1177**	**39,096,706**
Taxable Sales from New Households		
Est. Taxable Capture Rate within City of Antioch [5]		25%
Total Taxable Sales from New Households		$ 9,774,176
Taxable Sales from New Retail		
Village Center Commercial		54,000
Est. Taxable Sales per Sq. Ft		$ 150
Total Taxable sales from New Retail		$ 8,100,000

	Percentage of Annual Taxable Sales	**Estimated Sales Tax Revenue**
Sales and Use Tax	1.00%	**$ 178,742**
Measure C	0.50%	**$ 89,371**

Notes:
[1] Estimated home values provided by Developer.
[2] Based on a 6%, 30-year fixed rate mortgage with a 20% down payment and 2% for annual taxes and insurance
[3] Assumes mortgage lending guidelines allow no more than 30% of income dedicated to mortgage payments, taxes, and insurance.
[4] Average taxable expenditures per household used to estimate annual sales tax revenue. Based upon CA State Board of Equalization August 2010 report.
[5] 25% was used to estimate taxable capture rate within the City of Antioch.
[6] Measure C expires in 2021.

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Table A.5
The Ranch at Antioch
Fiscal Impact Analysis
Police Services Special Tax Revenue

Fiscal Year 2017-18 Special Tax [1]

Single Family		$ 462.80

Lot Size	Units		Special Tax Revenue
Active Adult			
45x100	160		$ 74,048
50x100	160		74,048
55x100	102		47,206
All Ages			
Medium Density			
40x100	112		51,834
45x100	100		46,280
Low Density - 1 Executive			
80x110	68		31,470
Low Density - 2 Executive			
70x110	65		30,082
Low Density - 3 Conventional			
45x100	140		64,792
50x100	135		62,478
55x100	135		62,478
Police Services Special Tax Revenue	**1177**	***a***	**$ 544,716**

Notes:
[1] The CFD No. 2016-1 special tax rate for FY 2017-18 is estimated at $462.80 assuming maximum 4% increase per the RMA.

[2] The CFD is authorized to fund police protection services, including cost of contracting, maintenance or upkeep of related facilities, equipment, vehicles, apparatus, and supplies, the salaries and benefits of staff that directly provide police protection services, and overhead costs associated with providing such services within the CFD.

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Table A.6
The Ranch at Antioch
Fiscal Impact Analysis
General Assumptions

General Assumptions			**Assumption**
Base Fiscal Year [1]			FY 2017-18
Property Turnover Rate (% per year)			
Residential [2]			11.11%
Commerical Property			5.00%
	Persons per Dwelling Unit [3]	**Units**	**Total Persons**
Active Adult			
45x100	1.80	160	288
50x100	1.80	160	288
55x100	1.80	102	184
All Ages			
Medium Density			
40x100	3.15	112	353
45x100	3.15	100	315
Low Density - 1 Executive			
80x110	3.15	68	214
Low Density - 2 Executive			
70x110	3.15	65	205
Low Density - 3 Conventional			
45x100	3.15	140	441
50x100	3.15	135	425
55x100	3.15	135	425
Total Residential Persons Served		**1,177**	**3,138**
Persons per Nonresidential SF	**SF/Employee [4]**	**SF**	**Employees**
Village Center Commercial	500	54,000	108
Total Employees	**500**	**54,000**	**108**
Total Residential/Nonresidential Persons Served (50% of employees)			**3,192**
General Demographic Characteristics			
Total Citywide			
City of Antioch Population [4]			114,241
City of Antioch Employees [5]			22,422
City of Antioch Persons Served (Population plus 50% of Employees)			**125,452**
City of Antioch Occupied Households [6]			**34,867**

Source: California Department of Finance

Notes:
[1] Reflects 2017-2018 City of Antioch Budget. This analysis does not reflect changes in values resulting from inflation or appreciation.
[2] US Census Bureau 2013 Mobility Study.
[2] Per the Ranch Draft EIR.
[4] State of California, Department of Finance, E-1 Population Estimates for Cities, Counties and the State with Annual Percent Change — January 1, 2016 and 2017. Sacramento, California, May 2017.
[5] City of Antioch Comprehensive Annual Financial Report June 30, 2016.
[6] State of California, Department of Finance, E-5 Population and Housing Estimates for Cities, Counties and the State — January 1, 2011- 2017. Sacramento, California, May 2017.

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Table A.7
The Ranch at Antioch
Property Tax Allocation Assumptions (FY 2017/2018)

TRA:	**01-132**
Property Tax Fund	Post ERAF %
COUNTY GENERAL	11.92761%
COUNTY LIBRARY	2.00766%
CONTRA COSTA FIRE	9.55910%
CC FLOOD CONTROL	0.23555%
FLOOD CONTROL Z-1	2.23892%
CO WATER AGENCY	0.04801%
CC RES CONSV	0.02180%
CO CO MOSQUITO ABA	0.20974%
CONTRA COSTA WATER	0.64196%
BART	0.84959%
BAY AREA AIR MANAGEMENT	0.24758%
EAST BAY REGNL PARK	4.03910%
CITY OF ANTIOCH	7.40217%
CO SUPT SCHOOLS	2.43525%
K-12 SCHOOLS ERAF	14.54549%
ANTIOCH UNIFIED	35.23389%
CO CO COMM COLLEGE	6.19079%
COMM COLLEGE ERAF	2.16579%
Subtotal	1.0000000
Total to City of Antioch	7.40217%

Footnotes:

[1] The reallocation of property taxes away from counties, cities, and other agencies to the Education Revenue Augmentation Fund (ERAF) is based on certain formulas; the allocation in this column reflects the net allocation to the General Fund after the ERAF allocation has been applied.

Source: Contra Costa County Auditor-Controller's Office

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Table A.8
The Ranch at Antioch
Development Maintenance Areas

Maintenance Item	Unit	Quantitiy	Unit Price [1]	Annual Maintenace Cost
Maintained Areas				
Parks & Linear Parks	**AC**	20.0	$11,300	$226,000
Landscaping	**AC**	2.5	$12,500	$31,250
Open Space	**AC**	249.5	$780	$194,610
Sand Creek Road - Lighting & Landscaping		TBD		
Detention Basins		TBD		
Total Maintetcne Costs				$451,860
Contingency and Administration Costs				
County Admin (1%)				$4,519
Contingency and Repair/Replacement (10%)				$45,186
Parks Department (5%)				$22,593
Administration (3%)				$13,556
Subtotal Contingency and Admin Costs				**$81,335**
Total Project Annual Maintenance Cost Summary				
Subtotal Annual Maintenance				$451,860
Subtotal Contingency and Admin Costs				$81,335
Total Annual Maintenance Costs				**$533,195**
Per Unit Annual Maintenance Costs				**$453.01**

Footnotes:
[1] Source: Unit pricing estimates from DPFG.

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ATTACHMENT "E"

CITY OF ANTIOCH
PLANNING COMMISSION
REGULAR MEETING

Regular Meeting **May 7, 2025**
6:30 p.m. **City Council Chambers**

1. CALL TO ORDER

Chairperson Riley called the meeting to order at 6:30 P.M. on Wednesday, May 7, 2025, in Council Chambers.

2. ROLL CALL

Present: Commissioners Jones, Martin, Vice Chairperson Webber and Chairperson Riley
Absent: Commissioners Suman and Perez

Staff: Planning Manager, Zoe Merideth
Senior Planner, Kevin Scudero
Contract Planner, Kevin Valente
Contract Engineer, Kevin Van Katwyk
Minutes Clerk, Kitty Eiden

3. PLEDGE OF ALLEGIANCE

Chairperson Riley led the Pledge of Allegiance.

4. PUBLIC COMMENT – None

5. CONSENT CALENDAR

5-1 Planning Commission Meeting Minutes April 16, 2025

A motion made by Commissioner Jones, seconded by Commissioner Martin to approve Item 5-1 failed by the following vote:

AYES: ***Jones, Martin, Riley***
NOES: ***None***
ABSTAIN: ***Webber***
ABSENT: ***Suman, Perez***

Senior Planner Scudero explained that members who were not in attendance at the meeting could still vote to approve the minutes.

A vote taken on the previous motion carried the following vote:

AYES: ***Jones, Martin, Webber, Riley***

NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Suman, Perez***

Acting Director of Community Development Scudero announced that the applicant for Public Hearing Item 6-1 was not present at this time and suggested the Planning Commission consider changing the order of the Public Hearings.

On motion by Commissioner Jones, seconded by Commissioner Martin the Planning Commission members present moved Public Hearing Item 6-2 to be heard prior to Public Hearing Item 6-1. The motion carried the following vote:

AYES: ***Jones, Martin, Webber, Riley***
NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Suman, Perez***

6. NEW PUBLIC HEARING

6-2. Jessica Court Multi-family Project | DR2023-0005 | East of the Oakley Road and Phillips Lane Intersection: The applicant, Shoonya, LLC, is requesting approval of a Tentative Tract Map, Design Review, Variance and a Tree Removal Permit for an 82-unit multi-family project.

Contract Planner Valente presented the staff report dated May 7, 2025, recommending the Planning Commission adopt the resolution recommending City Council approval of a Tentative Tract Map, Design Review, Variance and Tree Removal Permit for the development of the Jessica Court Multifamily Project.

Lance Crannell, Principal Architect, thanked staff for the comprehensive staff report and stated they were available to answer any questions this evening.

Chairperson Riley opened the public comment period.

Michael Harguth, Antioch resident, stated he was opposed to another high-density project in the area.

Chairperson Riley closed the public comment period.

In response to Commissioner Martin, Senior Planner Scudero explained that the applicant would either build the project as a rental or a condominium project. He noted there was a provision in the municipal code that if the project were built as a rental project and later converted, it would need to come back for those approvals. He confirmed that forming a homeowners' association (HOA) was common for condominium complexes to provide funding and management of services.

Planning Manager Merideth explained the Jessica Court right of way was absorbed into the project so the address would most likely be Oakley Road.

Commissioner Martin recommended that the developer inform tenants or owners about the PG&E easement. He also voiced concern that the queuing area for the gate would only hold a single vehicle and asked for clarification regarding the mailbox facilities.

Mr. Crannell explained that there are two mailbox facilities: one for letters and a mailroom for parcels. He noted that the security gate would be access-controlled to minimize queuing and that, if traffic issues arose, they would collaborate with the City Engineer to address them. He also stated that all units were expected to be market rate.

In response to Commissioner Martin, the project engineer pointed out the bioretention basins in the project.

Discussion ensued regarding the necessity to remove the heritage tree and the impact of retaining it.

In response to Chairperson Webber, Mr. Crannell explained that trash service would occur at least twice a week, with increased frequency during holidays, to prevent any buildup of trash in the dumpster areas.

Acting Planning Manager Merideth confirmed that the applicant is meeting the established parking standards, complying with the tree removal requirements, and providing the necessary replacement trees in accordance with the Antioch Municipal Code (AMC).

In response to Commissioner Jones, Senior Planner Scudero stated that the decision between condominium and rental units would be made later and was not within the Planning Commission's discretion as their focus was on the design review of the multi-family project.

Planning Manager Merideth explained that there was a small portion of property along the frontage owned by the HOA for the development to the north.

In response to Chairperson Riley, the applicant agreed to replace the Coast Live Oak tree with a native 36-inch box tree near the community center.

A motion was made by Commissioner Jones to adopt the resolution of the Planning Commission of the City of Antioch forwarding a recommendation to the City Council to adopt the proposed tentative tract map, design review, variance, and tree removal permit for the development of the Jessica Court multifamily project.

Commissioner Martin requested that the motion include recommendations concerning the native trees and the notification to owners or tenants about the PG&E easement.

Commissioner Jones withdrew her motion.

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch forwarding a recommendation to the City Council to adopt the proposed Tentative Tract Map, Design Review, Variance, and Tree Removal Permit for the development of the Jessica Court multifamily project (DR2023-0005), (VAR2025-0001) with the following recommendations:

- ***That the applicant use native plants and large native trees as part of the tree removal process***
- ***That the applicant notify property owners/tenants of the PG&E easement within the property***

The motion carried the following vote:

AYES: ***Jones, Martin, Webber, Riley***
NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Suman, Perez***

6-1. The Ranch Phase II | PD2023-0003 | Deer Valley Rd/Mammoth Way: The applicant, Richland Planned Communities, Inc. is requesting approval of the Vesting Tentative Subdivision Map to subdivide the Phase II area into 213 Low-Density-Conventional residential lots, a Use Permit to allow the development of the proposed uses and Design Review for the project landscaping.

Contract Planner Valente presented the staff report dated May 7, 2025, recommending the Planning Commission adopt the resolution recommending City Council approval of a Tentative Subdivision Map, Use Permit, and Design Review for the development of the Phase II area of The Ranch Project site.

Kyle Masters, Applicant, thanked staff for the comprehensive staff report. He gave a history of the project and reviewed the Phase II Tentative Subdivision Map, open space and trails.

Chairperson Riley opened the public comment period.

Judy Bresciani, Antioch resident, expressed concerns about her property sharing a fence line with the new development, noting that there was an easement behind her house. She suggested that a walkway between the fence lines would help address her concerns related to aesthetics, privacy, and property rights. She also pointed out that the current design with shared fencing could negatively impact her property values and might pose a risk of damage to her pool during construction.

Chairperson Riley closed the public comment period.

Mr. Masters explained that if any neighbors wish to have their fences replaced, they will replace them with a good neighbor's fence. He also noted that if there is a special fence or attachments

to the existing fencing, they would install their fence back-to-back. Additionally, he reported that any space left between fences would not be maintained, potentially leading to blight, but they had designed the setbacks with extra depth to address the separation issue.

Senior Planner Scudero added that the General Plan was adopted in 2003 and designated this property for residential development. He stated that it is standard practice for developments to share good neighbor fences.

Mr. Masters stated they would do their best to be good neighbors and encouraged homeowners to take photos and document any issues.

Chairperson Riley stated that he understood the residents' concerns; however, he had observed walkways behind residences that were not maintained. He noted that the generous setback would help address and mitigate the concerns of the existing residents.

In response to Commissioner Martin, Mr. Masters stated that he believed development would proceed in Phase 1 over the next 2 to 3 years; however, a builder might also want to begin development in Phase 2 during that period. He noted that construction could potentially start by the end of this year, but it was more likely to begin in the spring of 2026. He clarified that Phases 1 and 2 were not designed to be gated communities, although some projects in Phase 3 may include gates. Additionally, he pointed out the bioretention basins incorporated into the project.

Commissioner Martin agreed that a walkway behind the project would be very difficult to maintain and was not a viable solution.

Commissioner Jones thanked the applicant for the presentation and acknowledged her understanding of the neighbors' concerns; however, she stated that a walkway in the area would not effectively address those concerns.

For the record, the applicant stated that typically the fence would be placed on the property line, and they would replace the existing homeowner's fences. He noted that they would request right-of-entry from the neighbors and discuss whether the neighbors wanted their fences replaced. For those who decline, the applicant indicated they would install their fence sandwiched between the existing fence and the new one.

Acting Director of Community Development Scudero clarified the action before the Planning Commission this evening was to confirm that the applicant was implementing the plan that Council had approved in 2020.

Mr. Masters reported that they had presented the park and landscaping plan to the Parks and Recreation Commission, who were very supportive.

In response to Commissioner Jones, Mr. Masters reviewed the landscape plan, trail phasing plan and respite areas.

On motion by Commissioner Martin, seconded by Commissioner Webber the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch forwarding a recommendation to the City Council to adopt the proposed Vesting Tentative Subdivision Map, Use Permit, and Design Review for the development of the Ranch Phase II Project (PD-2023-0003, UP2025-0007, DR 2025-0017). The motion carried the following vote:

AYES:	***Jones, Martin, Webber, Riley***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Suman, Perez***

7. REGULAR ITEM/NEW ITEM

7-1 Election Of Chair And Vice Chair

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously appointed Commissioner Webber as Chair and Commissioner Jones as Vice Chair of the Planning Commission. The motion carried the following vote:

AYES:	***Jones, Martin, Webber, Riley***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Suman, Perez***

8. ORAL/WRITTEN COMMUNICATIONS

Acting Planning Manager Merideth announced Commissioner Suman was appointed on April 22, 2025, and the application period for the remaining vacancy closed on April 25, 2025.

9. COMMITTEE REPORTS

Commissioner Jones announced that TRANSPLAN would be meeting on May 8, 2025, and if Commissioners had any questions, they could let her know via email and she would follow up with the Committee.

In response to Commissioner Webber, Planning Manager Merideth explained that Mayor Bernal was in communication with TRANSPLAN to determine the process for appointing an alternate to that committee.

10. NEXT MEETING: May 21, 2025

Planning Manager Merideth announced the May 21, 2025; Planning Commission meeting would include a review of the Capital Improvement Program (CIP).

11. ADJOURNMENT

On motion by Commissioner Martin, seconded by Commissioner Jones, the Planning Commission members present unanimously adjourned the meeting at 8:09 P.M. The motion carried the following vote:

AYES:	***Jones, Martin, Webber, Riley***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Suman, Perez***

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

ATTACHMENT "F"

To the City of Antioch re: The Ranch Project. Phase II

I have some concerns about the Ranch project, phase II.

My home is in the 2400 block of Mammoth Way, it is my understanding from Kyle Masters, from the Ranch development that our houses will share a “neighbor fence” with the new property owners. He stated that “the Ranch” would work with the Mammoth property owners and decide whether the Ranch will re-build our fences, or leave our original fences in place. Is it possible to have that in writing? I am worried that aesthetically, problems could arise. Also, has the City investigated the property lines? Independent of the developer? At the time we purchased our home, we were told the space between our back fence and the barbed wire cow fence was an easement(?) owned by the city. Is this correct? If so, are the builders being allowed to build on this piece of land?

The information we’ve received on this project is not consistent. At the last developer meeting, we were told that was a final vote that needed to happen at the city council meeting, when I went to the city hall, Kevin Scudero said that the final vote had already taken place.

Legally, what are the rules that must be followed for public in-put?

It is our hope that the City of Antioch will allow us, the people most affected by this project to understand what is taking place.

Thank you,

Arnita Dobbins, 2400 Block, Mammoth way-[redacted]

From:	Shawn P
To:	Kevin Scudero
Subject:	Public Comment & Information Request – The Ranch Project Phase II (Planning Commission Hearing May 7, 2025)
Date:	Wednesday, April 30, 2025 2:06:34 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Kevin,

I am a concerned resident of Antioch writing to formally request clarification and raise questions regarding The Ranch Project – Phase II, which is scheduled for public hearing on May 7, 2025. After reviewing the public notice, I find several areas where the information appears vague or incomplete, and I respectfully ask that these issues be addressed before any approvals are granted.

1. Low-Density Conventional Residential Lots

- What is the specific density range for the proposed 213 "Low-Density Conventional (LD-C)" lots (e.g., number of units per acre)?
- What are the average and minimum lot sizes?
- Under which zoning classification or municipal code section is "LD-C" defined?
- Are these intended as detached single-family homes? If so, what design standards or restrictions apply?

2. Project Phasing and Future Development

- Will there be additional rezoning requests, changes in density, or future development phases beyond what is publicly disclosed?
- Are there any master plans tied to this project that extend beyond Phase II?

3. Community Impact and Developer Contributions

- What community benefit agreements, developer impact fees, or service contributions have been negotiated as part of this project?

- How will this development impact schools, traffic, police/fire services, and public infrastructure?
- Has the Antioch Unified School District been consulted?

4. Environmental Review

- Is the City relying solely on the 2020 Environmental Impact Report (EIR)? Has there been any supplemental environmental analysis specific to Phase II?
- How will this project impact natural habitats, wildlife corridors, or flood/fire zones?

5. Affordable and Age-Restricted Housing

- Will any of the 213 units be designated as affordable housing, workforce housing, or senior housing?

6. Public Access and Maintenance

- Who will be responsible for maintaining the proposed open space, parks, and infrastructure? HOA, city, or another entity?
- What long-term oversight or guarantees are in place to ensure public access and upkeep?

7. Emergency Services and Safety

- Have the Antioch Police Department, Fire Department, and local hospitals reviewed this project's impact on response times and service capacity?
- If so, please make their evaluations available to the public.

8. Transparency and Public Participation

- Why were more specific details (e.g., maps, lot sizes, traffic study results) not included in the public notice?

- Will there be additional public hearings or opportunities for residents to provide input after May 7?

9. Mammoth Way Border Alignment and Wall Installation

- How will the new development align with existing properties on Mammoth Way?
- Early plans appeared to include a green space or landscaped divider and fencing between the existing neighborhood and the new development. That has apparently changed to a solid wall with removal of existing fences. If true, this raises serious concerns about aesthetics, privacy and property rights for current homeowners.
- Has the city or developer engaged with affected property owners on Mammoth Way about this change?

I am concerned about the long-term implications of this project and respectfully request that the Commission provide full transparency before moving forward.

Thank you in advance

Sincerely,

Shawn Pickett

From: Thomas Bresciani
To: Planning Division
Subject: The Ranch project
Date: Tuesday, May 6, 2025 6:32:29 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

As a family living on Mammoth Way we have concerns that the Ranch project will have a major impact on us and the community.
We have an easement behind our house that was to be used as an emergency access for the city and county. In the first proposal by Richland it had provided a walkway, a buffer zone between the new construction and Mammoth Way homeowners. I'm concerned that Richland builders has abandoned their plans for a green space/walkway. If this is true, it raises serious concerns as to aesthetics, privacy and property rights for the current homeowners.
A shared fence will surely create problems between the new homeowner's and the existing homeowners!
Will there be any additional rezoning that will further impact the existing homeowners?
How will the new development align with the existing properties on Mammoth Way. This is a major concern if a shared fence is to be built!
A green space/ walkway would alleviate these concerns!
Other concerns are how this development will affect/impact schools, traffic, police/fire services and public infrastructure!
How will this project impact natural habitats, wildlife and flood/fire zones?

This proposal from Richland seems incomplete and needs to be updated and address the concerns of the public!
I am concerned about the long term implications of this project and respectfully request that the Commission provide full transparency before moving forward.

Thank you
Sincerely Thomas Bresciani

Sent from my iPad

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin Valente, Contract Planner, Raney Planning & Management, Inc.

APPROVED BY: David A. Storer, AICP, Interim Community Development Director ***DAS***

SUBJECT: Jessica Court Multifamily Project (DR2023-0005)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a Tentative Subdivision Map, Design Review, Variance, and Tree Removal Permit.

FISCAL IMPACT

The proposed Jessica Court Multifamily Project would be fully funded by the project applicant. In addition, the project applicant is required to participate in a Community Facilities District (CFD) for fire, police, and public services.

DISCUSSION

Project Overview and Requested Approvals

The applicant, Krishna Uppugunduri, with Shoonya LLC, is seeking approval of a Tentative Subdivision Map, Design Review, Variance and Tree Removal for the Jessica Court Multifamily Project (proposed project). Necessary entitlements from the City of Antioch include the following:

1. *Tentative Subdivision Map*. The proposed project requires approval of a Tentative Subdivision Map to allow potential future sales of 82 residential units.

2. *Design Review*. The proposed project requires Design Review approval of the project's architecture, design, and landscaping.

3. *Variance.* The proposed project requires a variance to allow a proposed six-foot-tall metal fence and a proposed six-foot-tall wooden fence with 12 inches of lattice at top within the minimum setbacks.

4. *Tree Removal Permit*. The proposed project requires a tree removal permit to remove an existing 20-inch diameter at breast height (DBH) Coast Live Oak.

The proposed project site consists of ten separate parcels totaling 2.98-acres and are identified by Assessor's Parcel Numbers (APNs) 051-390-001 through -006, -009, -010, -011, and -016. Additionally, the project site includes the right-of-way of Jessica Court. The project site is located east of the Oakley Road and Phillips Lane intersection, north of Oakley Road and south of Filbert Street in the City of Antioch. The project site is currently vacant and consists primarily of ruderal grasses interspersed with scattered trees and shrubs, and an existing PG&E utility easement along the northern project boundary for existing overhead powerlines. All ten parcels have a General Plan Land Use Designation of High-Density Residential (HDR) and are zoned High Density Residential (R-35). The project site is surrounded by existing single-family homes west, single-family and multi-family development to the north, an existing church to the east, and vacant undeveloped land to the south. Below is an overall location map followed by a site map identifying the project boundaries.

Location Map

Project Site

Environmental

As part of the City's Sixth Cycle Housing Element process, the project site was included in the City's 6th Cycle Housing Element Update (2023-2031) and identified for future multi-family development. In February 2023, the City of Antioch certified the Antioch Housing, Environmental Hazards, and Environmental Justice Elements Project Draft Environmental Impact Report (SCH No. 2021110146), hereafter referred to as the "Housing Element EIR."

The Housing Element EIR analyzed adoption and implementation of the City's 6th Cycle Housing Element Update (2023-2031), including the adoption and implementation of rezoning and General Plan amendments to accommodate the City's Regional Housing Needs Allocation (RHNA). As a result, the proposed project has been adequately analyzed in the previous environmental review under CEQA and further evaluation is not required. Per California Environmental Quality Act (CEQA) Guidelines Section 15183, a project that is consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except when it is necessary to examine whether there are project-specific significant effects which are peculiar to the project or its site.

While staff has determined that the Housing Element EIR adequately analyzed the project, should it be determined that not to be correct or adequate, staff has also determined that the proposed project qualifies for a Class 32 Categorical Exemption for Infill Development and further environmental review under CEQA is not required.

Categorical Exemptions are identified by the California Code of Regulations for "classes" of projects as defined in the CEQA Guidelines (§§15300-15333) that have been determined to not have a significant effect on the environment and are therefore exempt from the provisions of CEQA to prepare environmental documents. This proposed project

is Categorically Exempt from CEQA Article 19, Section 15332 Infill Development. Class 32 consists of projects characterized as in-fill development meeting the following conditions:

(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

(c) The project site has no value, as habitat for endangered, rare or threatened species

(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

(e) The site can be adequately served by all required utilities and public services.

In addition to evaulating if a project meets the conditions for an Exemption, a lead agency must also evaulate whether any exceptions described in CEQA Guidelines Section 15300.2 apply, which are:

- The project is located in a sensitive environment such that the project may impact an officially mapped and designated environmental resource of hazardous or critical concern;
- The cumulative effect of successive projects of the same type in the same place, over time, is significant;
- The project may have a significant environmental impact due to unusual circumstances;
- The project may damage scenic resources (i.e. trees, historic buildings, or rock outcroppings) within an official state scenic highway;
- The project is located on a listed hazardous waste site; or
- The project may a cause substantial adverse change in the significance of a historical resource.

In addition to the information provided regarding the Housing Element EIR above, the proposed project meets the conditions required for the Exemption because the project site is within the city limits on a project site of 2.98 acres and is substantially surrounded by urban uses. There are no applicable exceptions to the project because there are no designated environmental resource of hazardous or critical concern, additional projects will not be built at the site, there are no unusual circumstances, there project is not located near an official state scenic highway, the project is not listed on a hazardous waste site,

nor are there historical resources. The Housing Element EIR anticipated the project site would be developed in accordance with the standards established for the R-35 zoning district, which allows for a maximum density of 35 du/ac. The proposed project would result in a gross density of approximately 27 du/ac, and therefore, would be consistent with the development anticipated for the project site within the Housing Element EIR.

Background

On April 18, 1986 the City Council approved the tentative subdivision map for the Oakley Meadows Subdivision (project site) to allow the subdivision creating 13 single-family residential lots. On February 22, 1994 the City Council approved the Final Map and Improvement Plans for the Oakley Meadows subdivision (Final Map included as Attachment D). While the subdivision into 13 single family parcels was completed the Jessica Court improvements were never constructed. Three lots fronting onto Oakley Road that were part of the Oakley Meadows subdivision are developed with single family homes and are not part of the proposed project.

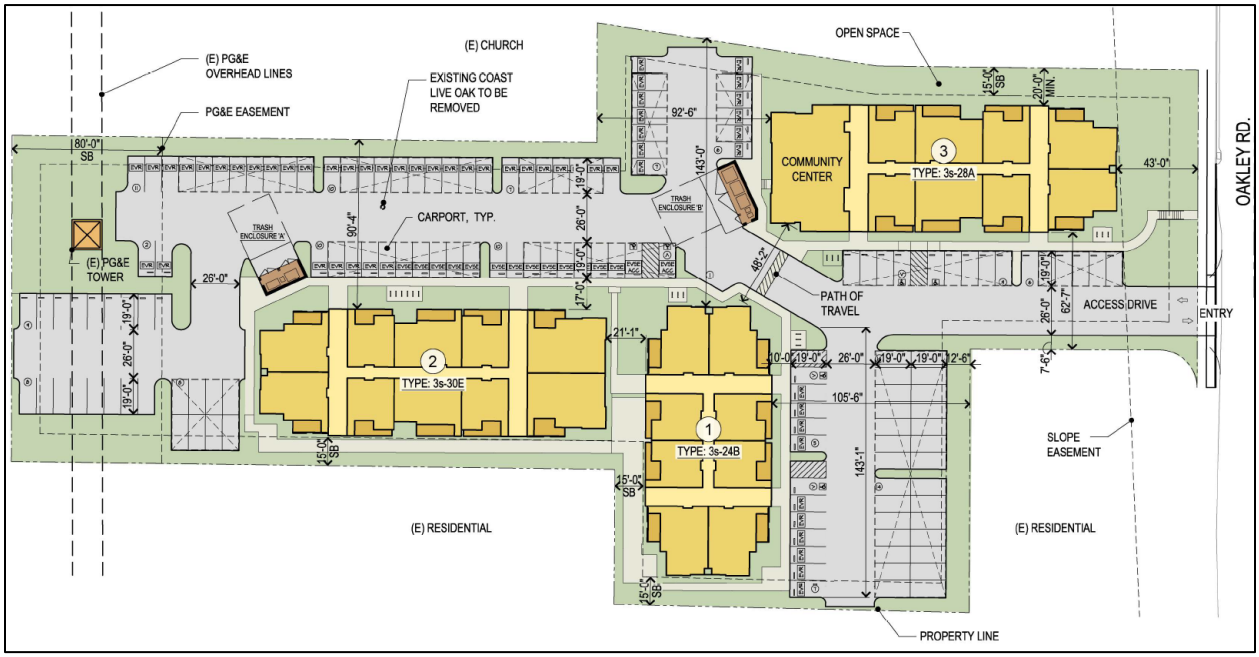
As described above, the project site was included in the City's 6th Cycle Housing Element Update (2023-2031) and identified for future multi-family development. As part of the City's Sixth Cycle Housing Element process, the City identified the proposed 2.98-acre project site for future multi-family housing, and therefore, amended the City's General Plan Land Use Map from Medium Density Residential (MDR) to HDR and rezoned the project site from Planned Development (P-D) to R-35 in January 2023.

In February 2023, the City of Antioch certified the Antioch Housing, Environmental Hazards, and Environmental Justice Elements Project Draft Environmental Impact Report (SCH No. 2021110146), hereafter referred to as the "Housing Element EIR."

ANALYSIS

The proposed project includes the development of three three-story buildings totaling 82 residential units with a 2,554-square-foot community center, and 144 parking spaces. The 82 residential units would consist of 36 one-bedroom units, 36 two-bedroom units, and 10 three-bedroom units. All residential units are currently proposed to be rental units. The proposed unit mix includes four different floor plans that range in size from 600 square feet to 1,118 square feet. The 2,554-square-foot community center would include a community room, two offices, a mail room, lobby with workstations, bathrooms, and a fitness center.

Site Plan



The proposed project would include private usable open space, consisting of porches and decks for each unit, and approximately 0.50-acre of common open space. Site landscaping would be maintained by a property management company. Proposed project access includes one 26-foot-wide drive aisle and driveway from Oakley Road. Access is not provided by Filbert Street because the northerly subdivision's Homeowner's Association owns a narrow strip of land between the project site and Filbert Street. In addition, the proposed project does not include construction within the existing PG&E easement along Filbert Street and the existing PG&E overhead lines and tower would remain on-site after project development.

<u>Consistency with the General Plan and Zoning</u>

The City of Antioch's 6th Cycle Housing Element Update (2023-2031) identified the proposed 2.98-acre project site for future multi-family housing. As part of the housing element process, a General Plan Amendment was approved to redesignate the project site from MDR to HDR and a rezone from P-D to R-35.

Consistent with the proposed project, the City's HDR land use designation is intended for multi-family dwellings. The R-35 High Density Residential zoning district allows for multiple-family development at a minimum of 25 and maximum of 35 dwelling units per acre. Consistent with the R-35 district, the proposed project has a proposed gross density of 27.35 dwelling units per acre (du/ac) and a proposed net density of 30.99 du/ac. The net density removes the PG&E easement in the north of the site and water line and slope easements in the south of the site from the site's total square footage. The proposed multi-family building heights and building setbacks are consistent with the R-35 district regulations.

Tentative Subdivision Map

All residential units are currently proposed to be rental units; however, the proposed map is for condominium purposes and would allow for the possible future sale of each residential unit (see Attachment A, Exhibit A) as determined by the property owner. City staff has prepared draft conditions of approval for the proposed Tentative Subdivision Map and project construction. The draft conditions of approval include project specific conditions related to driveway access, pedestrian access, property frontage improvements along Oakley Road, trash enclosures, parking, and PG&E coordination (see Attachment A, Exhibit B).

Design Review

Pursuant to the Antioch Municipal Code Section 9-5.2607(A)(1), proposed development of any new building or construction in the R-35 zoning district is subject to Design Review. Each proposed building would be three stories (approximately 45 feet tall), as measured to the roof ridge.

The City of Antioch adopted citywide Multi-family Residential Objective Design Standards (ODS) relating to all aspects of multi-family residential and mixed-use development on sites zoned for multi-family housing in the City of Antioch. The ODS are used to review projects including their building siting, architectural style, parking, and landscaping.

The architectural style of the proposed residential buildings would be contemporary in design and would make use of stucco and board and batten siding with a varying color palette, which complies with Section 2.2.3 Building Materials and Finishes of the ODS. The front façades of all buildings would be articulated to emphasize front entries and decks and different finishes to provide articulation and interest, as required by Section 2.2 Building Design Standards of the ODS, which includes requirements to have points of visual interest through architectural detailing to avoid creating a building with a bulky or monolithic appearance. The project complies with 2.2.1.E Façade Articulation, which requires buildings of three stories or more to have clearly defined base and roof edges, so the facade has a distinct base, middle, and top. Additionally, the project complies with 2.2.1.F Rooflines because the project provides variable roof forms.

The project includes two trash enclosures, which will be shared by all residents at the site. Two different project designs are provided in the project plans. Staff has determined the architectural design of both options meets the design standards, provided that the second option includes a roof, which is not clearly illustrated on the plans. The draft

conditions of approval require the trash enclosure to include a roof. The project plans have been reviewed by Republic Services for its ability to provide trash service.

Landscaping
The project landscaping features a mix of trees, shrubs, and groundcover. Along the Oakley Road frontage, the Keith Davey variety of Chinese Pistache trees will be planted at the top of the slope. As discussed below, two valley oaks will also be planted at the site. The project's drive entrance will also feature Brisbane Box trees. Other trees used at the site are Ginko biloba, Crape Myrtle, and Water Gum. The property's frontage will feature Pacific Wax Myrtle, Vine Hill Manzanita shrubs with wild lilac as a ground cover. The project site also features toyon, tree mallow, rosemary, Hot Lips salvia, Mexican sage, and variegated lavender, among other shrubs.

Parking and Access
The proposed project includes site access from a new 26-foot-wide drive aisle from Oakley Road. The proposed 144 vehicle parking spaces include 100 assigned covered spaces, 28 uncovered assigned spaces, and 16 unassigned spaces. 36 of the 100 covered spaces would be tandem parking. Pursuant to Section 9-5.1705.1(D) of the Antioch Municipal Code: Tandem parking to meet required parking for multi-unit development shall be located within an enclosed structure; the maximum number of tandem parking spaces shall not exceed 50 percent of the total number of spaces. As a result, the proposed project meets the minimum required parking spaces, pursuant Section 9-5.1703.1 of the Antioch Municipal Code: one and a half spaces vehicle per one-bedroom and two-bedroom units, two vehicle spaces per three-bedroom unit, and one guest vehicle parking for every five units. Pedestrian access to the site is provided by a pathway leading from the sidewalk of Oakley Road to the project site and connects to internal pathways. While the ODS standard 2.1.1.B requires a sidewalk to be provided on one side of the entry drive, staff has determined that the intent of this standard has been satisfied as a sidewalk is provided to access the site, and as discussed below, the site features a unique topography that constricts the frontage access design.

<u>Variance</u>
The proposed project includes a six-foot tall wrought iron fence, and gate and a seven-foot-tall wooden fence (six feet tall with a 12" lattice top) along the property boundaries. The proposed wrought iron fence is located at the front property which would encroach on the required minimum 15-foot setback. The gate is set farther back from the property line to comply with City Engineering and the Contra Costa County Fire Protection District (CCCFPD) requirements. The proposed wrought iron fence and gate comply with Section 2.3.2.B High Activity Areas and Street Frontages of the ODS, which requires frontages to have visually penetrable materials, such as wrought iron or tubular steel. Section 2.1.1.E of the ODS states, "the gate and associated fences shall not be located further towards the street than the closest building wall to the street and shall not be solid or opaque." The project does not comply with this standard because the fence is in front of the building along the property frontage.

As a result, the project applicant is requesting a variance and deviation from the ODS to allow the proposed fence within the setbacks and closer to the street than the closest

building. Section 9-5.2701 of the Antioch Municipal Code states variances are intended to resolve practical difficulties or physical hardships that may result from the size, shape, or dimensions of a site or the location of existing structures thereon; from geographic, topographic, or other physical conditions on the site or in the immediate vicinity; or from street locations or traffic conditions in the immediate vicinity of the site.

Section 9-5.2703 (B) (2) of the Antioch Municipal Code, requires four findings to be made when approving a variance:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity.

2. That the granting of such variance will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

3. That because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the zoning provisions is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under the identical zone classifications.

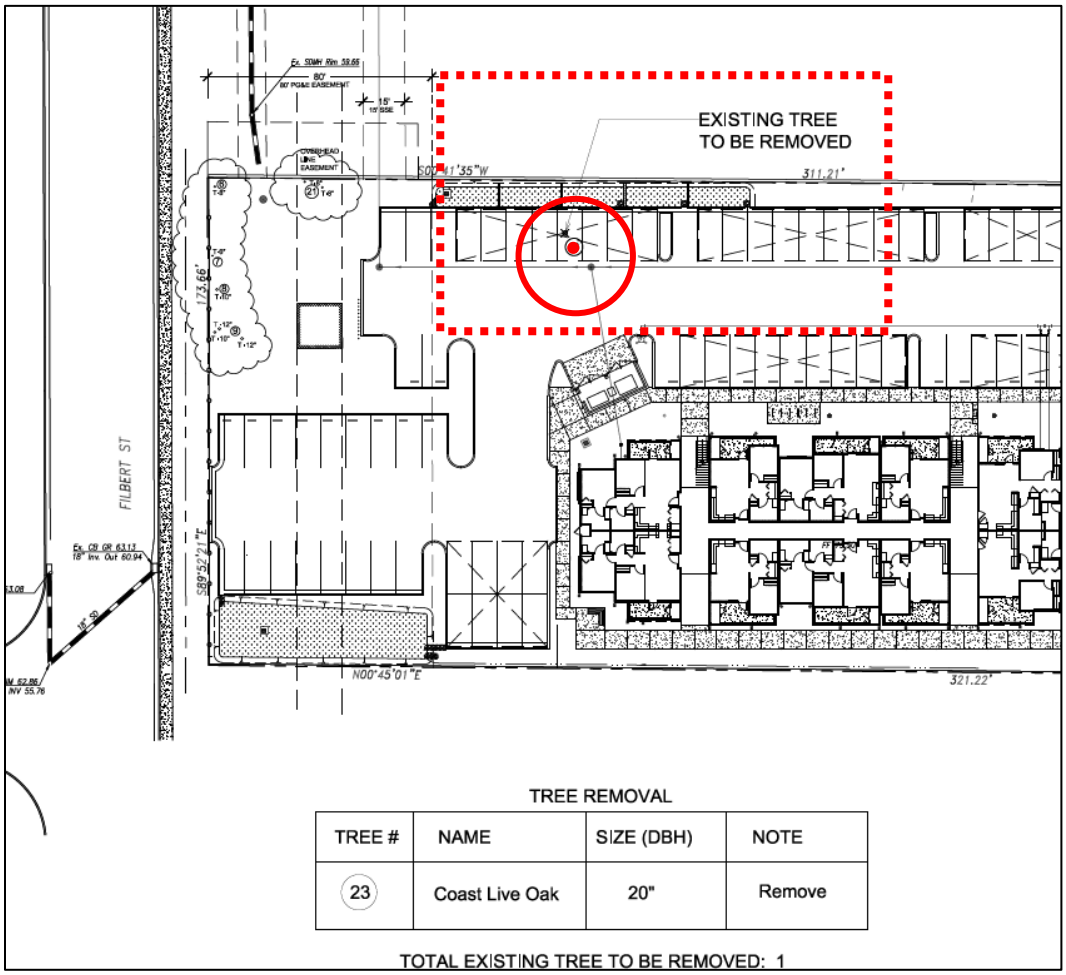
4. That the granting of such variance will not adversely affect the comprehensive General Plan.

The project site is physically limited by topographic and physical conditions that make placing a fence at the required setbacks more difficult than it would be for similarly sized and zoned properties in the vicinity.

The property's frontage along Oakley Road is encumbered by water line and slope easements, which limits the development of fencing within the easements. The property's topography is higher at Oakley Road and slopes down to the project site. Placing a fence and gate at the required setbacks would result in a fence placed midway down the slope of the property. Placing the fence further back would limit the developable area of the property. Therefore, due to the easements, the existing topography, and slope of the property, staff supports the requested variance. Staff has also prepared a draft condition of approval that would prohibit the proposed fencing from obstructing any sight lines.

<u>Tree Removal Permit</u>
The project site includes scattered trees that would be removed as part of the proposed project. The project site includes one protected tree, an existing 20-inch DBH, Coast Live Oak tree that is identified for removal.

Tree Removal Exhibit



TREE REMOVAL

TREE #	NAME	SIZE (DBH)	NOTE
23	Coast Live Oak	20"	Remove

TOTAL EXISTING TREE TO BE REMOVED: 1

As a result, the approval of a tree removal permit, pursuant to Section 9-5.1205 of the Antioch Municipal Code, is required. The removal of the existing protected tree is necessary for the proposed project's drive-aisle and parking. The proposed project includes several mitigation replacement trees, including two Valley Oak, Ginko Biloba, Crape Myrtle, and Water Gum, throughout the project site as shown on the proposed landscaping plans in Attachment A, Exhibit A. All trees proposed to be planted are 24-inch box sized trees.

<u>Public Comments</u>
The project application was routed to City Departments and outside agencies for review. Comment letters have been provided by City Engineering staff, PG&E, Contra Costa County Flood Control and Water Conservation District, and the CCCFPD. These comments were incorporated into the proposed project where applicable or have been included as draft conditions of approval, which would be implemented as part of the improvement plan prior to building permit approval. The comment letters received from outside agencies are included as Attachment B.

PLANNING COMMISSION ACTION

On May 7, 2025, the Antioch Planning Commission held a public hearing regarding the proposed project. During that meeting, the Planning Commission had questions for the applicant regarding a variety of topics, such as the existing PG&E overhead powerlines, parking and access, the potential sales of the residential units, and the removal and replacement of the existing Coast Live Oak tree. One member of the public spoke and provided concerns of new multi-family development in an area with existing single-family development. After discussion, the Antioch Planning Commission unanimously voted for the City Council to approve all requested entitlements.

CONCLUSION

The proposed project is consistent with the City's Sixth Cycle Housing Element, the adopted citywide Multi-family Residential Objective Design Standards, and the zoning and development standards for the project site. Therefore, the Planning Commission recommends that the City Council adopt the Resolution approving a Tentative Subdivision Map, Design Review, Variance, and Tree Removal Permit for the proposed project.

ATTACHMENTS

A. Tentative Subdivision Map, Design Review, Variance, and Tree Removal Permit City Council Resolution
   Exhibit A Tentative Subdivision Map and Proposed Architectural Plans
   Exhibit B Draft Conditions of Approval
B. Comments Received
C. Planning Commission Meeting Minutes from May 7, 2025
D. Oakley Meadows Final Map

ATTACHMENT "A"

RESOLUTION NO. 2025/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE PROPOSED TENTATIVE TRACT MAP, DESIGN REVIEW, VARIANCE, AND TREE REMOVAL PERMIT FOR THE DEVELOPMENT OF THE JESSICA COURT MULTIFAMILY PROJECT (DR2023-0005)

WHEREAS, the City of Antioch ("City") received an application from Krishna Uppugunduri, with Shoonya LLC ("Applicant") seeking City approval of a Tentative Tract Map, Design Review, Variance, and Tree Removal Permit for the development of the Jessica Court Multifamily Project ("Project"); and

WHEREAS, the Project site is in the northeastern section of the City of Antioch, on the northern side of Oakley Road east of Phillips Lane (APNs 051-390-001 through -006, -009, -010, -011, and -016); and

WHEREAS, the Project consists of a multi-family project on approximately 2.98 acres consisting of three three-story buildings totaling 82 residential units with a 2,554-square-foot community center, and 144 parking spaces; and

WHEREAS, in February 2023, the City of Antioch adopted the 6th Cycle Housing Element Update (2023-2031), which identified the project site as multi-family development; and

WHEREAS, the City, as lead agency under the California Environmental Quality Act ("CEQA"), certified the Antioch Housing, Environmental Hazards, and Environmental Justice Elements Project Final Environmental Impact Report (SCH No. 2021110146); and

WHEREAS, the City, as lead agency under CEQA, has determined the proposed project qualifies for a Class 32 exemption for Infill Development and further environmental review under CEQA is not required; and

WHEREAS, the proposed project requires approval of a Tentative Tract Map (attached hereto as Exhibit A) for condominium purposes and would allow for the possible future sale of the proposed 82 residential units; and

WHEREAS, the proposed project requires approval of Design Review for the development of the proposed three three-story buildings totaling 82 residential units and the 2,554-square-foot community center; and

WHEREAS, the proposed project requires approval of a Variance to allow a seven-foot-tall wooden fence within the side yard setbacks; and

WHEREAS, the proposed project requires approval of a Tree Removal Permit to remove an existing protected tree; and

WHEREAS, at its regular meeting on May 7th, 2025, the Antioch Planning Commission adopted Resolution 2025-04, recommending City Council approval of the Tentative Tract Map, Design Review, Variance, and Tree Removal Permit with the recommended condition of approval that the applicant consider planting large, native 36-inch box mitigation trees and the applicant consider notifying the property owners or tenants of the PG&E easement; and

WHEREAS, a public hearing notice was published in the East County Times and posted in three public places pursuant to California Government Code Section 65090 on May 30, 2025, for the public hearing held on June 10, 2025; and

WHEREAS, the City Council held a public hearing and considered all public comments received, the presentation by City staff, the staff report, and all other pertinent documents regarding the proposed request; and

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the City Council does hereby make the following findings for approval of the Tentative Tract Map:

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a General Plan Designation of High Density Residential (HDR) and is zoned High Density Residential (R-35) and the subdivision will accommodate uses that are consistent with the General Plan on each of the lots created by the subdivision; and,

2. That the subdivision proposed by the Tentative Tract Map complies with the rules, regulations, standards and criteria of the City's Subdivision Regulations. The proposed subdivision meets the City's criteria for the map. The City's Planning and Engineering staff have reviewed the Tentative Tract Map and evaluated the effects of the subdivision proposed and have determined that the Tentative Tract Map, as conditioned, complies with and conform to all the applicable rules, regulations, standards, and criteria of the City's Subdivision Regulations.

3. The conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that pursuant to Section 9-5.2703 (B) (2) of the Antioch Municipal Code, the City Council hereby make the following findings for a Variance:

1. That there are exceptional or extraordinary circumstances or conditions applicable to the property involved, or to the intended use of the property, that do not apply generally to the property or class of use in the same zone or vicinity.

Finding: The size, shape, and topography of the project site provide exceptional, extraordinary circumstances, and conditions to the property because the property's frontage along Oakley Road is encumbered by water line and slope easements, which limits the development of fencing within the easements. The property's topography is higher at Oakley Road and slopes down to the project site. Placing a fence and gate at the required setbacks would result in a fence placed midway down the slope of the property. Placing the fence further back would limit the developable area of the property. Therefore, the property's size, shape, and topography limit the development of the property in a way that do not apply generally to the property in the same zone and vicinity.

2. That the granting of such variance will not be materially detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity.

   Finding: The location of the proposed six-foot-tall metal fence, gate, and the seven-foot-tall wooden fence will not be detrimental to the public health or welfare or injurious to the property or improvements in such zone or vicinity because conditions have been placed on the project ensuring that the fencing and gate will not create a sight obstruction.

3. That because of special circumstances applicable to the subject property, including size, shape, topography, location, or surroundings, the strict application of the zoning provisions is found to deprive the subject property of privileges enjoyed by other properties in the vicinity under the identical zone classifications.

   Finding: Because of the size, shape, and slope of the property and the easements along the frontage the strict application of the zoning provisions would deprive the subject property of privileges enjoyed by other properties in the vicinity under the identical zone classifications.

4. That the granting of such variance will not adversely affect the comprehensive General Plan.

   Finding: The location of the proposed six-foot-tall metal fence, gate, and the seven-foot-tall wooden fence would not adversely affect the General Plan designation of the project site of High Density Residential because it is not unusual for a multifamily project to have fencing around the perimeter of the property, and, as conditioned, will not adversely affect the General Plan.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the City Council has determined the proposed project is in compliance with the City's adopted Multi-Family Residential Objective Design Standards relating to all aspects of multi-family residential and mixed-use development.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that pursuant to Section 9-5.1205 of the Antioch Municipal Code, the City Council has determined the proposed removal of the protected tree is in compliance with Section 9-5.1205 of the Antioch Municipal Code.

NOW THEREFORE BE IT FURTHER RESOLVED that the Antioch City Council does hereby APPROVE the proposed Tentative Tract Map, Design Review, Variance, and Tree Removal Permit for the Jessica Court Multifamily Project (DR2023-005), subject to the conditions of approval attached hereto as Exhibit B.

* * * * * * *

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 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

JESSICA COURT MULTI-FAMILY DEVELOPMENT

ANTIOCH, CA

PLANNING SUBMITTAL

DECEMBER 11, 2024

PROJECT DIRECTORY

OWNER

SHOONYA, LLC
K CHAITANYA UPPUGUNDURI, OWNER
33837 6th STREET
UNION CITY, CA 94587
PHONE: (505) 353-1173

ARCHITECT

LANCE CRANNELL, AIA
SDG ARCHITECTS INC.
3361 WALNUT BLVD., SUITE 120
BRENTWOOD, CA 94513
PHONE: (925) 634-7000

CIVIL ENGINEER

DILIP KISHNANI, PE
STERLING CONSULTANTS
46560 FREMONT BLVD., SUITE 205
FREMONT, CA 94538
PHONE: (925) 705-3633

LANDSCAPE ARCHITECT

ANYI HUANG
ANYI LANDSCAPE STUDIO
2647 ROYAL ANN DRIVE,
UNION CITY, CA 94587
PHONE: (650) 533-0107

PROJECT DESCRIPTION

THREE 3-STORY BUILDINGS WITH A TOTAL OF 82 CONDOMINIUMS AND 144 PARKING SPACES. THERE IS 264 S.F. OPEN SPACE PER DWELLING UNIT, AND 2,554 S.F. RESIDENTIAL COMMUNITY CENTER.

PROJECT DATA SUMMARY

ADDRESS: 3321 JESSICA COURT,
ANTIOCH, CA 94509

ZONING: R-35 - HIGH DENSITY RESIDENTIAL DISTRICT
GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL

APN: 051-390-006, 051-390-005, 051-390-004, 051-390-003
051-390-002, 051-390-001, 051-390-016, 051-390-011
051-390-010, 051-390-009

SITE AREA: 3.05 ACRES

MAX. HEIGHT ALLOWED: 45 FEET

TYPE OF CONSTRUCTION: TYPE V-B

PROPOSED USE: RESIDENTIAL CONDOMINIUMS

FOR ADDITIONAL INFORMATION, SEE SEE SHEET AS1 & SHEET A0

SHEET INDEX:

TS	COVER SHEET
AS1	CONCEPTUAL SITE PLAN
A0	PROJECT DATA
A00	PROJECT SITE PHOTOS
A1	UNIT 1 FLOOR PLAN
A2	UNIT 2 FLOOR PLAN
A3	UNIT 3 FLOOR PLAN
A4	COMMUNITY CENTER FLOOR PLAN
A5	BUILDING 1 TYPE 3s-24B - 24 UNIT BUILDING
A6	BUILDING 2 TYPE 3s-30E - 30 UNIT BUILDING
A7	BUILDING 3 TYPE 3s-28A - 30 UNIT BUILDING
A8	BUILDING 3 TYPE 3s-28A - 30 UNIT BUILDING
A9	TYPICAL ROOF PLAN
A10	BUILDING 1 TYPE 3s-24B EXTERIOR ELEVATIONS
A11	BUILDING 2 TYPE 3s-30E EXTERIOR ELEVATIONS
A12	BUILDING 3 TYPE 3s-28A EXTERIOR ELEVATIONS
A13	TYPICAL SECTION
A14	CONCEPTUAL SITE SECTION
A15	CONCEPTUAL SITE SECTION
A16	CONCEPTUAL TRASH ENCLOSURE A
A16A	CONCEPTUAL TRASH ENCLOSURE B
A17	CARPORT EXHIBIT
A18	TYPICAL EXTERIOR DETAILS
A19	TYPICAL EXTERIOR DETAILS
A20	COLOR SCHEME
TM 1	TITLE SHEET - NOTES, TYPICAL SECTIONS & SUBDIVISION PLAN
TM 2	EXISTING CONDITION AND PRELIMINARY DEMOLITION PLAN
TM 3	EXISTING CONDITION AND PRELIMINARY DEMOLITION PLAN
TM 4	PRELIMINARY GRADING AND DRAINAGE PLAN
TM 5	PRELIMINARY UTILITY PLAN
TM 6	PRELIMINARY STORMWATER CONTROL PLAN
TM 7	PRELIMINARY PROFILE - JESSICA DRIVE (PVT)
L-1-0	PRELIMINARY LANDSCAPE PLAN
L-1.1	PRELIMINARY COMMON SPACE PLAN
L-2.0	PROPOSED TREES LAYOUT
L-2.1	PROPOSED TREES LAYOUT
L-2.2	PRELIMINARY PLANTING PLAN
L-2.3	PRELIMINARY PLANTING PLAN
L-2.4	MASTER PLANTING LIST AND PLANTING DETAIL
1 OF 1	SITE PHOTOMETRIC PLAN

VICINITY MAP
NO SCALE

SDG Architects, Inc.
3361 Walnut Blvd. Suite 120
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com

PROJECT DATA

Jurisdiction	**Antioch, CA**	
General Plan Designation	Medium Density Residential	
Existing Zoning	R-35 - High Density Residential District	
Gross Land Area	130,503 S.F.	3.00 ACRES
Net Land Area (Site Area within Setbacks)	103,426 S.F.	2.37 ACRES
Total Units Proposed		**82**
Density Proposed per Gross Acre (DU/AC.)		**27.37**
Density Proposed per Net Acre (DU/AC.)		**34.54**

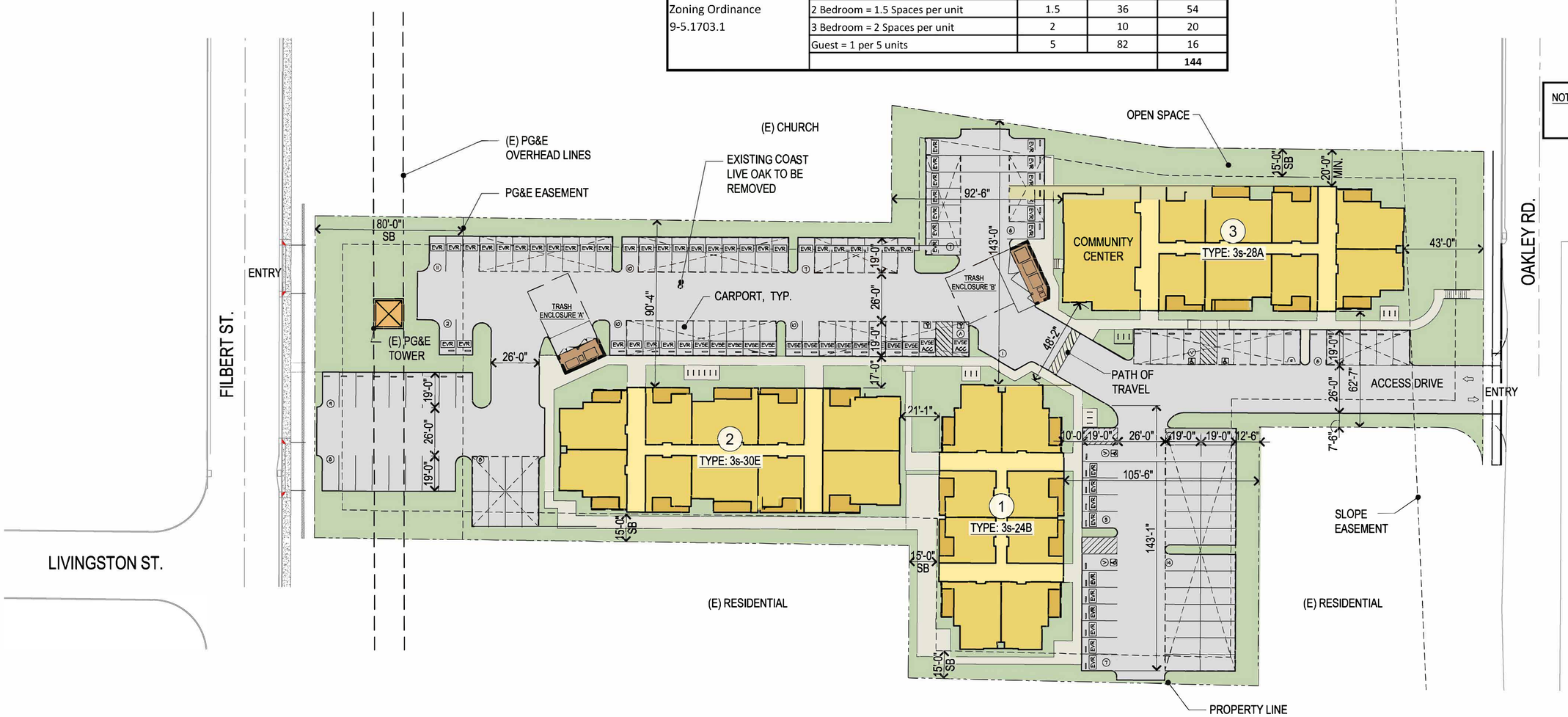
PARKING SUMMARY

		Covered	Uncovered	Total
Assigned Parking		100	28	128
Accessible Spaces (2%)		2	1	
Accessible Spaces - Standard		1	0	
Accessible Spaces - Van (1:8)		1	1	
Unassigned Parking		0	16	16
Accessible Spaces (5%)		0	1	
Accessible Spaces - Standard		0	0	
Accessible Spaces - Van (1:8)		0	1	
Total Proposed				**144**
Total Required	1 Bedroom = 1.5 Space per unit	1.5	36	54
Zoning Ordinance	2 Bedroom = 1.5 Spaces per unit	1.5	36	54
9-5.1703.1	3 Bedroom = 2 Spaces per unit	2	10	20
	Guest = 1 per 5 units	5	82	16
				144

EV PARKING SUMMARY

	Required	Provided	Total
EV Ready - 40% (EVR)	58	58	58
EV Chargers - 10% (EVSE)	15	15	15
Standard Spaces		13	
Accessible Spaces (EVSE ACC)		1	
Accessible Van Spaces (EVSE ACC)		1	
Total EV Parking Spaces			**73**

NOTE: LANDSCAPE AS SHOWN IS CONCEPTUAL FOR REFERENCE ONLY. SEE LANDSCAPE PLAN BY OTHERS FOR MORE INFORMATION.



NORTH

0 5' 10' 15' 30' 60'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

CONCEPTUAL SITE PLAN
AS1

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BUILDING TYPE SUMMARY

BUILDING TYPE	UNIT TYPE	UNIT	UNITS PER FLOOR	BUILDING UNIT TOTALS	BUILDING TOTALS	SITE UNIT TOTALS	UNIT %
3s-24B **24 UNITS**	1 BED	U1	4	12	1	12	50%
	2 BED	U2A	0	0		0	0%
		U2B	4	12		12	50%
	3 BED	U3	0	0		0	0%
		U3A	0	0		0	0%
	TOTALS		**8**	**24**		**24**	**100%**
3s-30E **30 UNITS**	1 BED	U1	4	12	1	12	40%
	2 BED	U2A	2	6		6	20%
		U2B	2	6		6	20%
	3 BED	U3	2	6		6	20%
		U3A	0	0		0	0%
	TOTALS		**10**	**30**		**30**	**100%**
3s-28A **28 UNITS** **1st FLOOR**	1 BED	U1	4	4	1	4	50%
	2 BED	U2A	2	2		2	25%
		U2B	2	2		2	25%
	COMMUNITY CENTER	CC	1	1		1	13%
	TOTALS		**8**	**8**		**8**	**113%**
3s-28A **28 UNITS** **2nd & 3rd FLOOR**	1 BED	U1	4	8	1	8	40%
	2 BED	U2A	2	4		4	20%
		U2B	2	4		4	20%
	3 BED	U3	2	4		4	20%
		U3A	0	0		0	0%
	TOTALS		**10**	**20**		**20**	**100%**

PROJECT SUMMARY

1BED	U1	600 S.F.	36	43.90%
2 BED	U2A	848 S.F.	12	43.90%
	U2B	860 S.F.	24	
3 BED	U3	1,118 S.F.	10	12.20%
	U3A	1,118 S.F.	0	
COMMUNITY CENTER	CC	2,554 S.F.	1	
		TOTALS UNITS	**82**	**100%**

RENTABLE UNIT TOTAL

1BED	U1	600 S.F.	36	44.44%
2 BED	U2A	848 S.F.	12	44.44%
	U2B	860 S.F.	24	
3 BED	U3	1,118 S.F.	9	11.11%
	U3A	1,118 S.F.	0	
		TOTALS RENTAL UNITS	**81**	**100%**

MANAGERS UNIT

3 BED	U3	1,118	1	1%
		TOTALS MANAGER UNITS	**1**	**1%**

PORCHES & DECKS

	1st FLOOR	2nd FLOOR	3rd FLOOR	
U1	142 S.F.	142 S.F.	114 S.F.	
U2A	143 S.F.	143 S.F.	82 S.F.	
U2B	120 S.F.	120 S.F.	78 S.F.	
U3	160 S.F.	160 S.F.	146 S.F.	
U3A	160 S.F.	160 S.F.	128 S.F.	
				TOTAL
3s-24B	1,048 S.F.	1,048 S.F.	768 S.F.	2,864 S.F.
3s-30E	1,414 S.F.	1,414 S.F.	1,068 S.F.	3,896 S.F.
3s-28A	1,094 S.F.	1,414 S.F.	1,068 S.F.	3,576 S.F.
TOTAL	3,556 S.F.	3,876 S.F.	2,904 S.F.	**10,336 S.F.**

SITE DATA

OPEN SPACE CALCULATIONS

Open Space - S.F.			21,948 S.F.
Private Useable Open Space (Porches & Decks, 5'-0" x 8'-0" min.)			10,336 S.F.
Total open area - S.F.			32,284 S.F.
Open area ratio proposed			31%
Open space required = 200 S.F. per unit	200 S.F.	82	16,400 S.F.

SETBACKS AND HEIGHTS

Zoning Setbacks	R-35 - High Density Residential District
FRONT	15'-0" Setback - 80'-0" Easement
SIDE	15'-0" Setback
REAR	15'-0" setback - 36'-0"-43'-0" EASEMENT
INTERIOR	15'-0" Setback
Building Height Limit	45'-0"

LOT COVERAGE

BUILDING FOOTPRINT PROPOSED

	3s-24B 24 Units	3s-30E 30 Units	3s-28A 28 Units				**Total**
Footprint (sf)	8,724	11,540	11,567				
Count	1	1	1				**3**
Total	**8,724**	**11,540**	**11567**				**31,831 S.F.**
Lot Area							**103,426 S.F.**
Lot Coverage Proposed (With Easements)							**31%**

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VIEW 5

VIEW 4

VIEW 3

VIEW 5 VIEW 4 VIEW 3

FILBERT ST.

STREET VIEW 1

STREET VIEW 2

OAKLEY RD.

VIEW 6 VIEW 1 KEY MAP VIEW 2

VIEW 6

VIEW 1

VIEW 2

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

PROJECT SITE PHOTOS
A00

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FLOOR PLAN - UNIT 1

UNIT 1 SQUARE FOOTAGE	
NET LIVING	564 SQ. FT.
GROSS LIVING	600 SQ. FT.
FIRST FLOOR DECK	142 SQ. FT.
SECOND FLOOR DECK	142 SQ. FT.
THIRD FLOOR DECK	114 SQ. FT.

0 1' 2' 3' 4' 8'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

UNIT 1 FLOOR PLAN
A1

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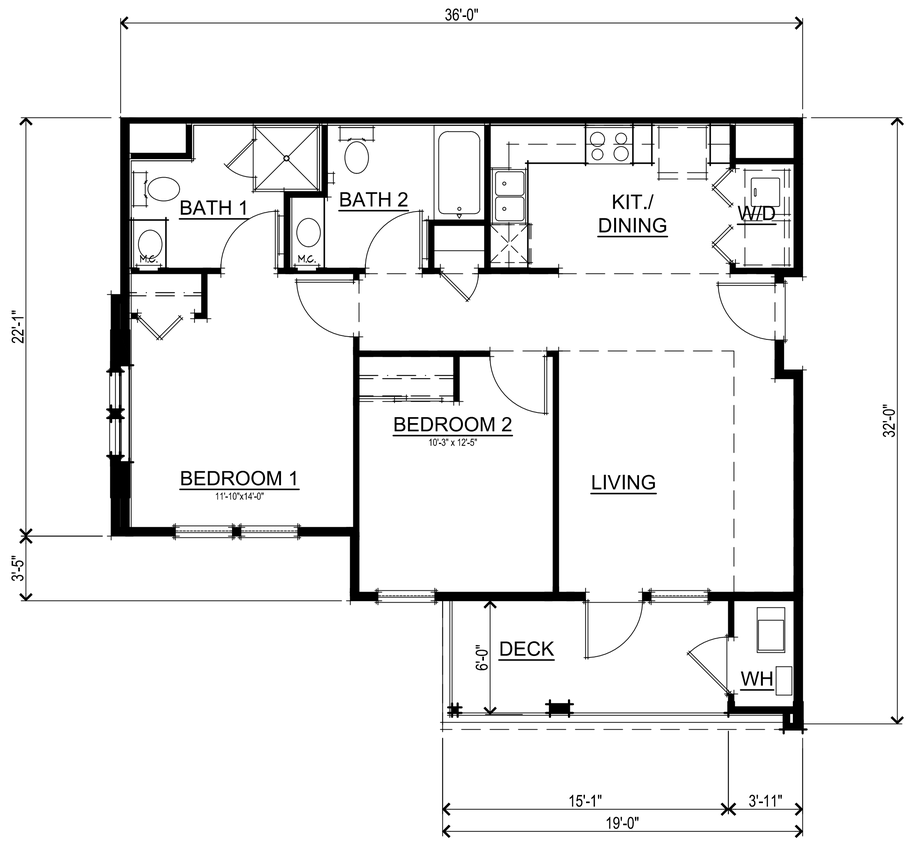
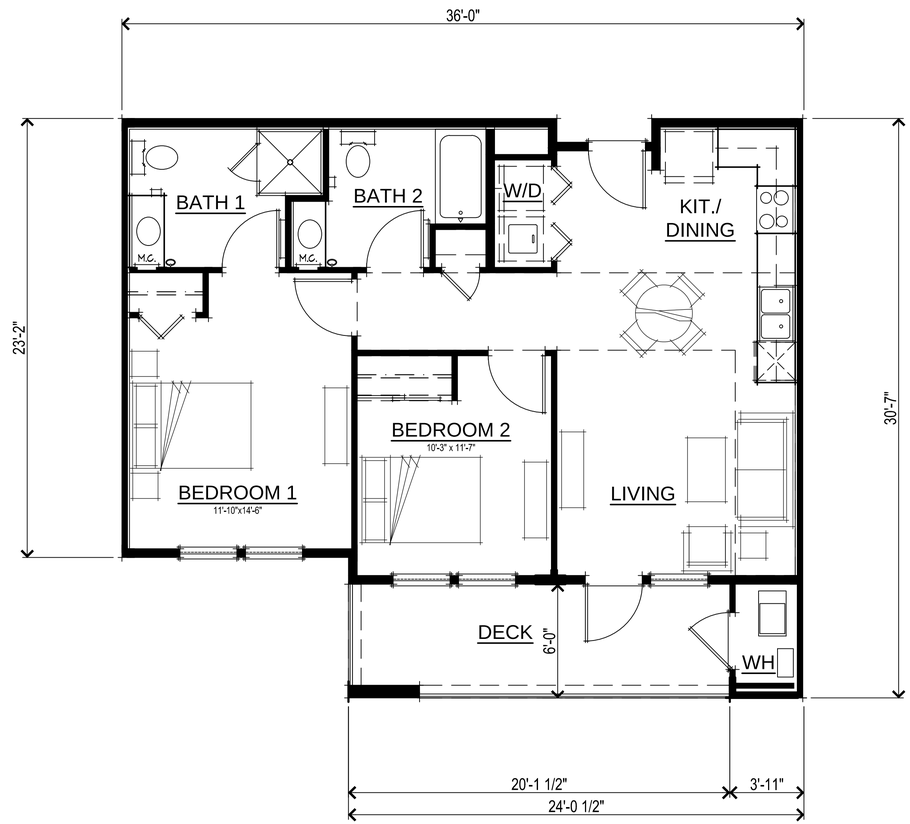


FLOOR PLAN - UNIT 2B

UNIT 2B SQUARE FOOTAGE	
NET LIVING	814 SQ. FT.
GROSS LIVING	860 SQ. FT.
FIRST FLOOR DECK	120 SQ. FT.
SECOND FLOOR DECK	120 SQ. FT.
THIRD FLOOR DECK	78 SQ. FT.



FLOOR PLAN - UNIT 2A

UNIT 2A SQUARE FOOTAGE	
NET LIVING	810 SQ. FT.
GROSS LIVING	848 SQ. FT.
FIRST FLOOR DECK	143 SQ. FT.
SECOND FLOOR DECK	143 SQ. FT.
THIRD FLOOR DECK	82 SQ. FT.

0 1' 2' 3' 4' 8'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

UNIT 2 FLOOR PLAN
A2

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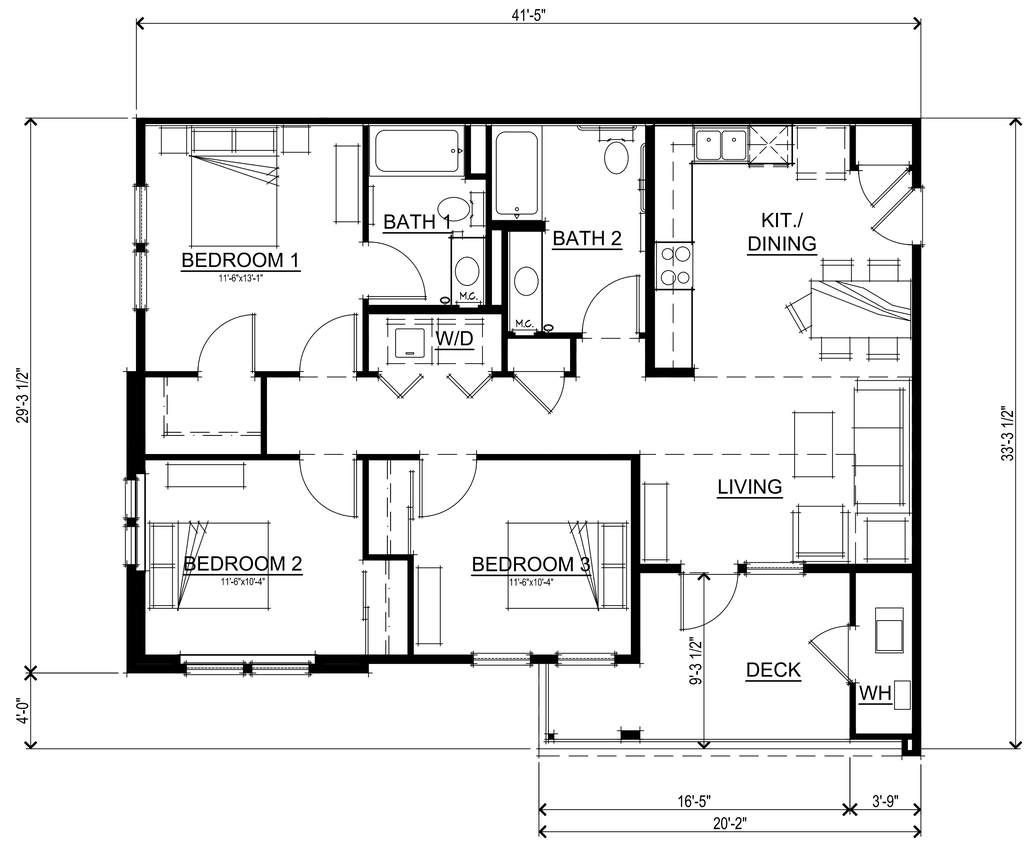

FLOOR PLAN - UNIT 3

UNIT 3 SQUARE FOOTAGE	
NET LIVING	1065 SQ. FT.
GROSS LIVING	1118 SQ. FT.
FIRST FLOOR DECK	160 SQ. FT.
SECOND FLOOR DECK	160 SQ. FT.
THIRD FLOOR DECK	146 SQ. FT.

0 1' 2' 3' 4' 8'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

UNIT 3 FLOOR PLAN
A3

SDG Architects, Inc.
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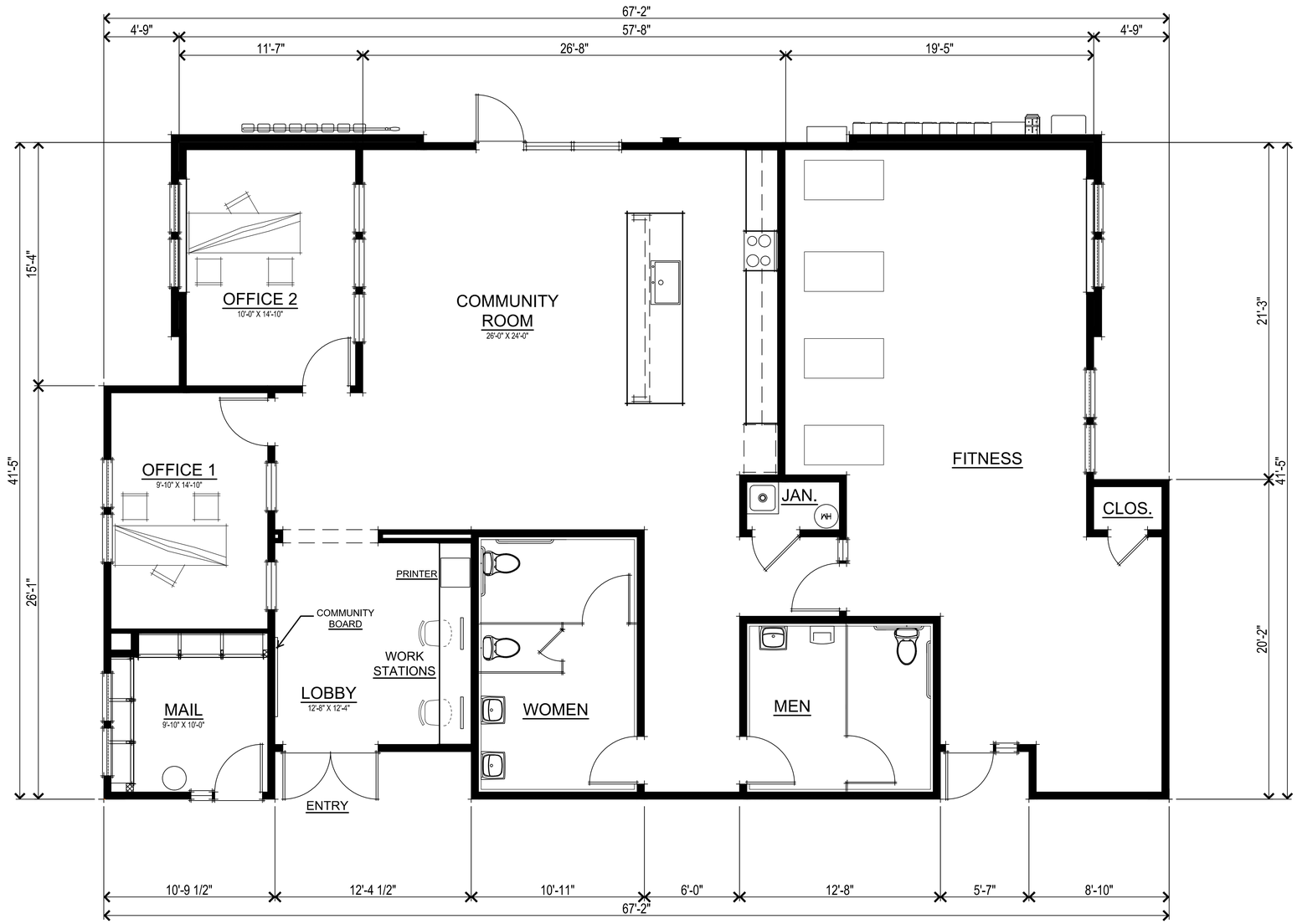
925.634.7000 | sdgarchitectsinc.com



FLOOR PLAN - COMMUNITY CENTER

FLOOR AREA	
GROSS AREA	2554 SQ. FT.

0 1' 2' 3' 4' 8'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

COMMUNITY CENTER FLOOR PLAN
A4

SDG Architects, Inc.
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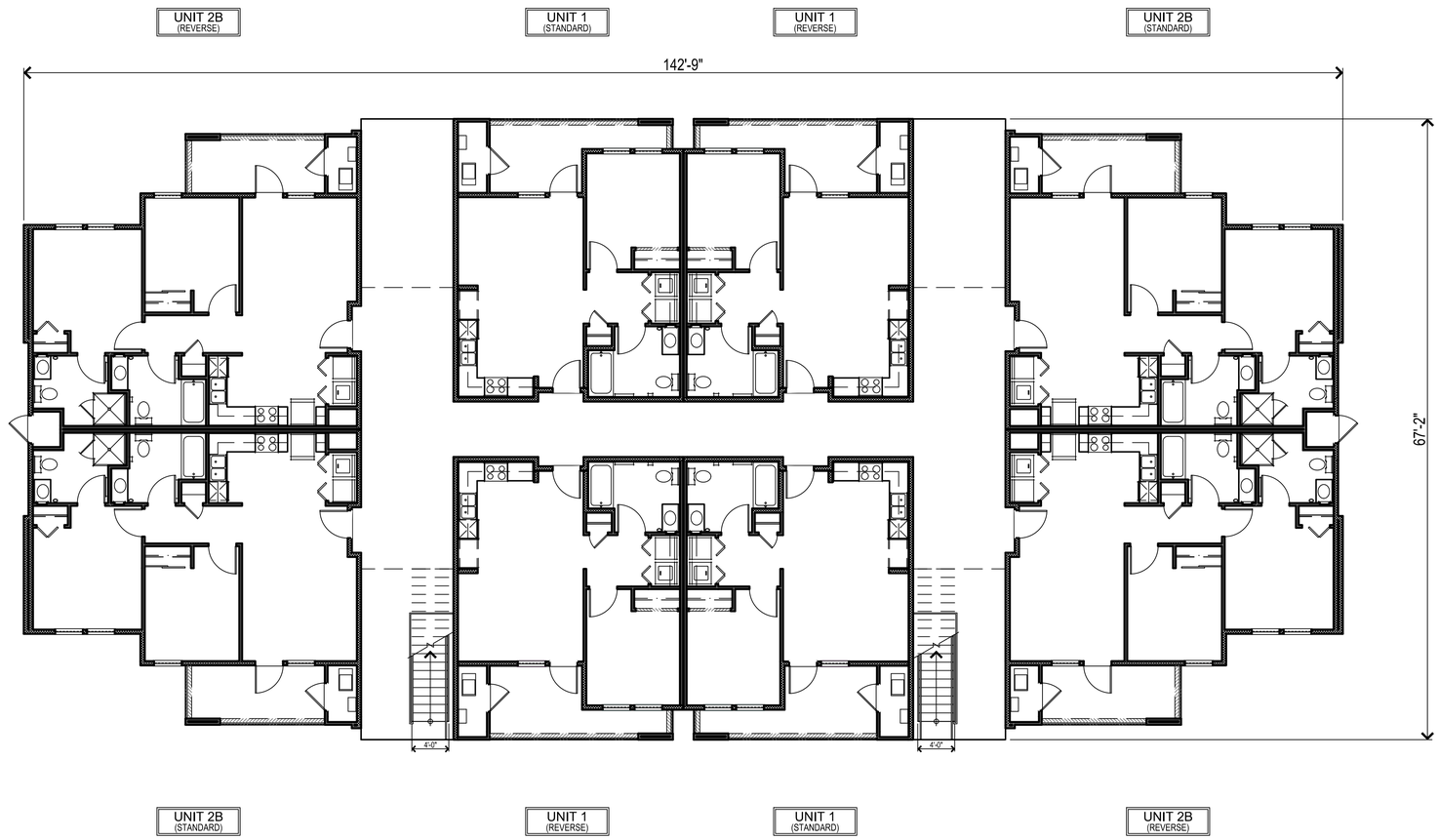

BUILDING 1
TYPICAL FLOOR PLAN

0 2' 4' 6' 8' 16'

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Antioch, CA
December 11, 2024

BUILDING 1 TYPE 3S-24B - 24 UNIT BUILDING
A5

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BUILDING 2
TYPICAL FLOOR PLAN

0 2' 4' 6' 8' 16'

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December 11, 2024

BUILDING 2 TYPE 3S-30E - 30 UNIT BUILDING
A6

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3361 Walnut Blvd. Suite 120
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BUILDING 3
FIRST FLOOR PLAN

0 2' 4' 6' 8' 16'

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BUILDING 3 TYPE 3S-28A - 28 UNIT BUILDING
A7

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BUILDING 3
SECOND & THIRD FLOOR PLAN

0 2' 4' 6' 8' 16'

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BUILDING 3 TYPE 3S-28A - 28 UNIT BUILDING
A8

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Brentwood, CA 94513
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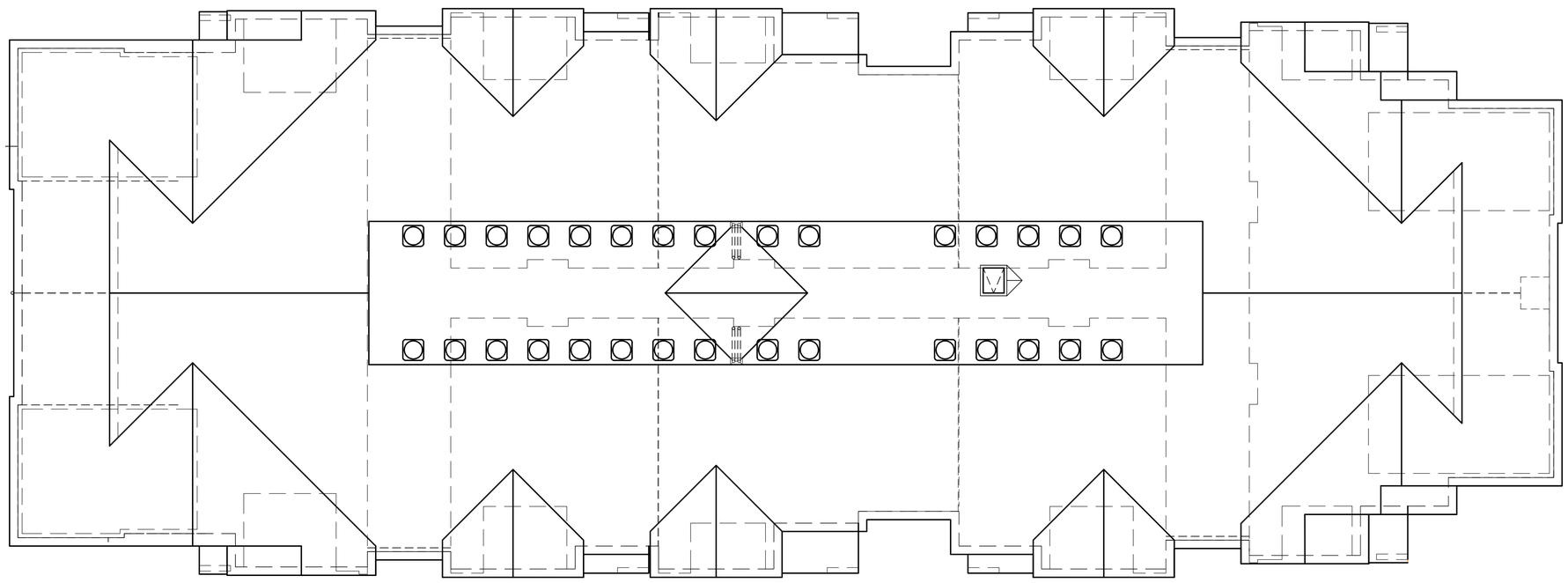

TYPICAL ROOF PLAN

0 2' 4' 6' 8' 16'

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Antioch, CA
December 11, 2024

TYPICAL ROOF PLAN
A9

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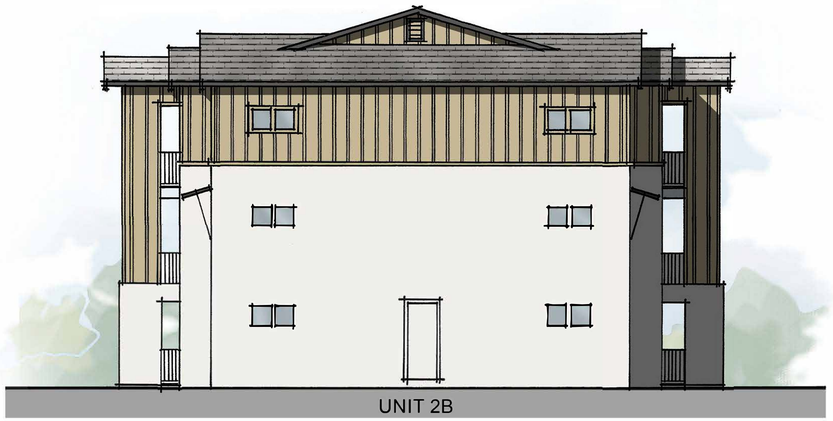
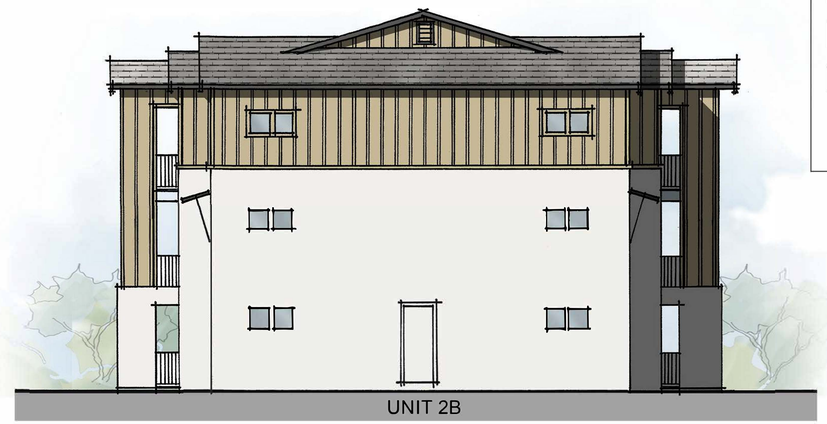
EXTERIOR COLOR KEY NOTES

S1	BODY - STUCCO COLOR: SHERWIN WILLIAMS - SW 7551 GREEK VILLA (254-C1)
V1	VERTICAL SIDING - FIBER CEMENT BOARD AND BATTENS WITH TRIM AT CORNERS COLOR: SHERWIN WILLIAMS - SW 7697 SAFARI (296-C6)
F1	FASCIA / METAL RAILING COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)
A1	ENTRY DOORS / ACCENTS COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)
R1	ROOFING GAF ROOFING COLOR: TIMBERLINE SHINGLES - WEATHERED WOOD

ALL COLORS TO HAVE OWNER APPROVAL BEFORE BEING APPLIED TO BUILDING SURFACES.



LEFT ELEVATION



RIGHT ELEVATION

FRONT/REAR ELEVATIONS

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Antioch, CA
December 11, 2024

BUILDING 1 TYPE 3S-24B EXTERIOR ELEVATIONS
A10

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EXTERIOR COLOR KEY NOTES

S1	BODY - STUCCO COLOR: SHERWIN WILLIAMS - SW 7551 GREEK VILLA (254-C1)
V1	VERTICAL SIDING - FIBER CEMENT BOARD AND BATTENS WITH TRIM AT CORNERS COLOR: SHERWIN WILLIAMS - SW 7697 SAFARI (296-C6)
F1	FASCIA / METAL RAILING COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)
A1	ENTRY DOORS / ACCENTS COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)
R1	ROOFING GAF ROOFING COLOR: TIMBERLINE SHINGLES - WEATHERED WOOD

ALL COLORS TO HAVE OWNER APPROVAL BEFORE BEING APPLIED TO BUILDING SURFACES.

LEFT ELEVATION

RIGHT ELEVATION

FRONT/REAR ELEVATIONS

399.228 Jessica Court Multi-Family Development
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December 11, 2024

BUILDING 2 TYPE 3S-30E EXTERIOR ELEVATIONS
A11

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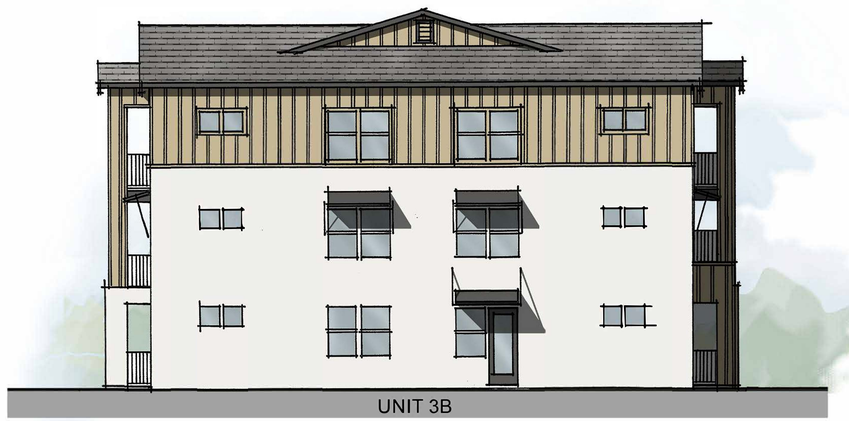
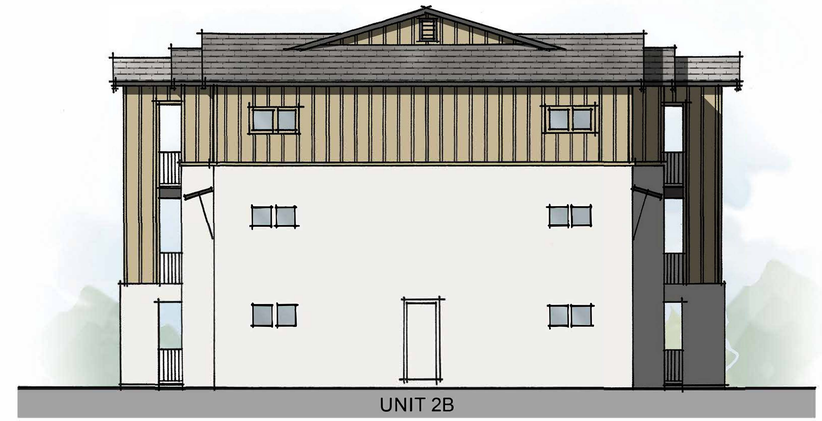
EXTERIOR COLOR KEY NOTES

S1	BODY - STUCCO COLOR: SHERWIN WILLIAMS - SW 7551 GREEK VILLA (254-C1)
V1	VERTICAL SIDING - FIBER CEMENT BOARD AND BATTENS WITH TRIM AT CORNERS COLOR: SHERWIN WILLIAMS - SW 7697 SAFARI (296-C6)
F1	FASCIA / METAL RAILING COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)
A1	ENTRY DOORS / ACCENTS COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)
R1	ROOFING GAF ROOFING COLOR: TIMBERLINE SHINGLES - WEATHERED WOOD

ALL COLORS TO HAVE OWNER APPROVAL BEFORE BEING APPLIED TO BUILDING SURFACES.



LEFT ELEVATION



RIGHT ELEVATION

FRONT/REAR ELEVATIONS

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Antioch, CA
December 11, 2024

BUILDING 3 TYPE 3S-28A EXTERIOR ELEVATIONS
A12

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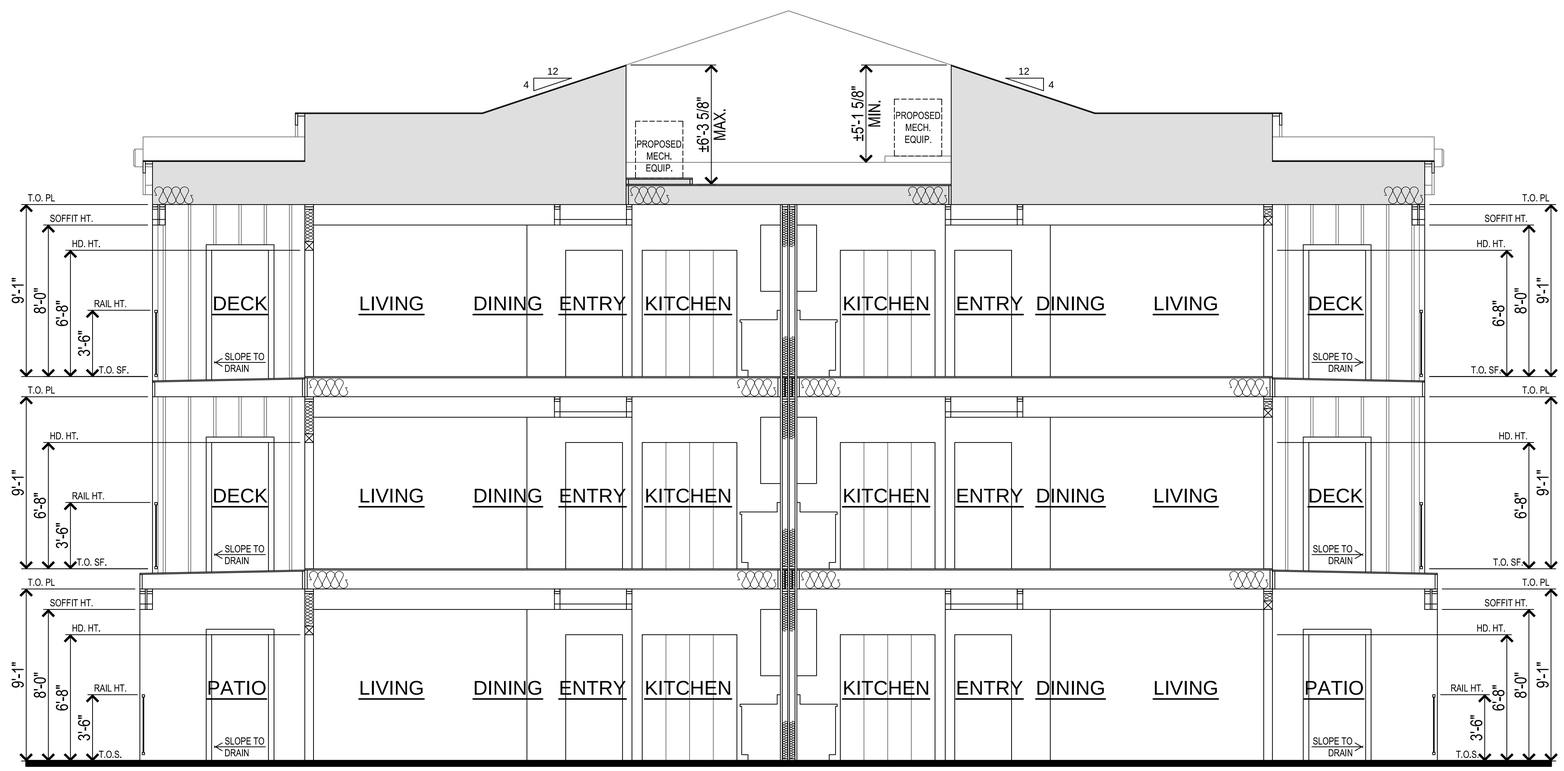

0 1' 2' 3' 4' 8'

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December 11, 2024

TYPICAL SECTION
A13

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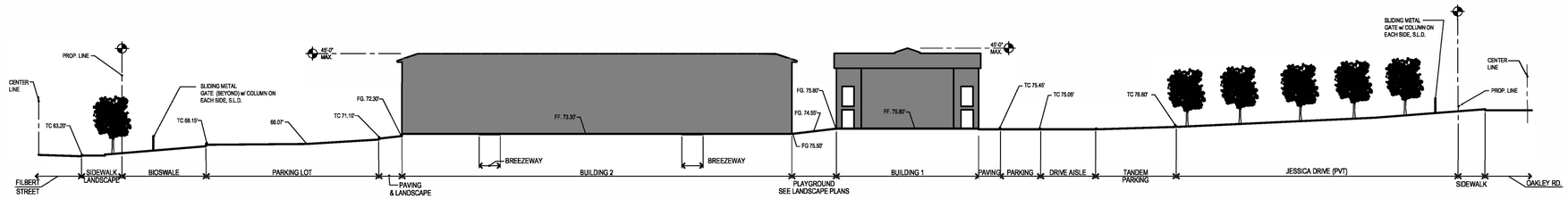
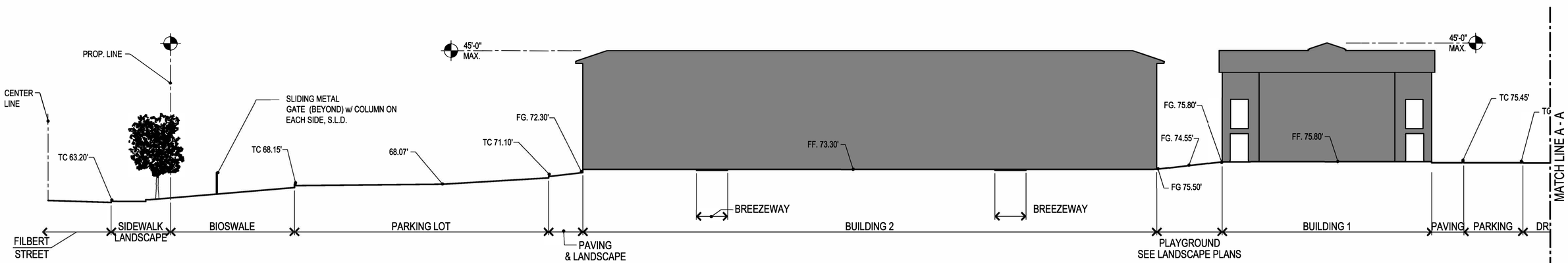
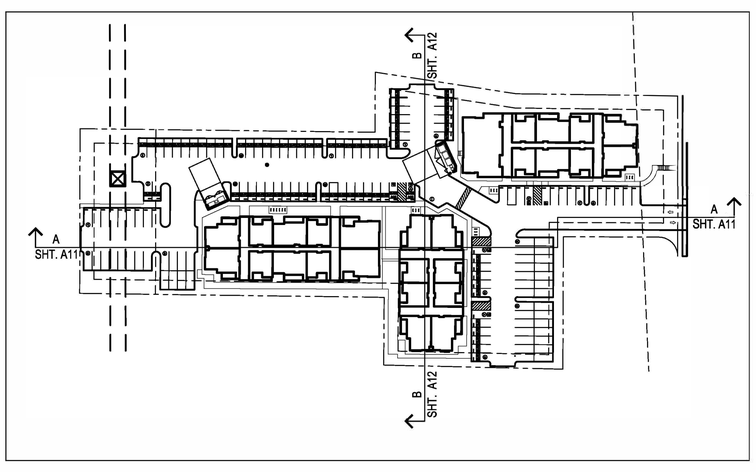


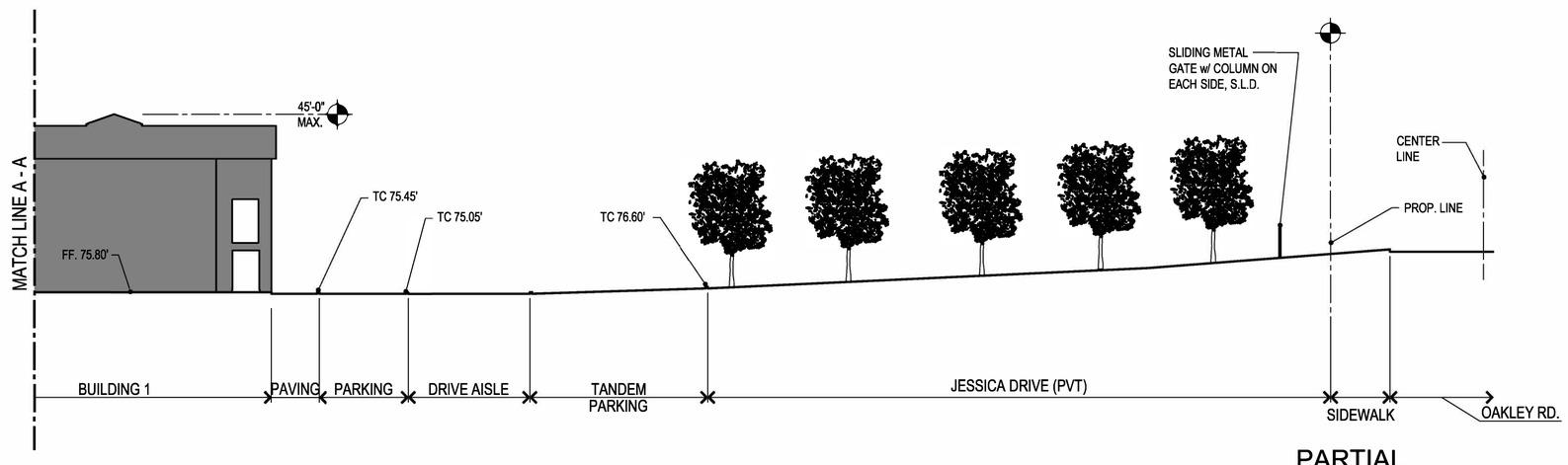
OVERALL
SITE SECTION A



PARTIAL
SITE SECTION A



SITE KEY



PARTIAL
SITE SECTION A

0 4' 8' 12' 16' 32'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

CONCEPTUAL SITE SECTION
A14

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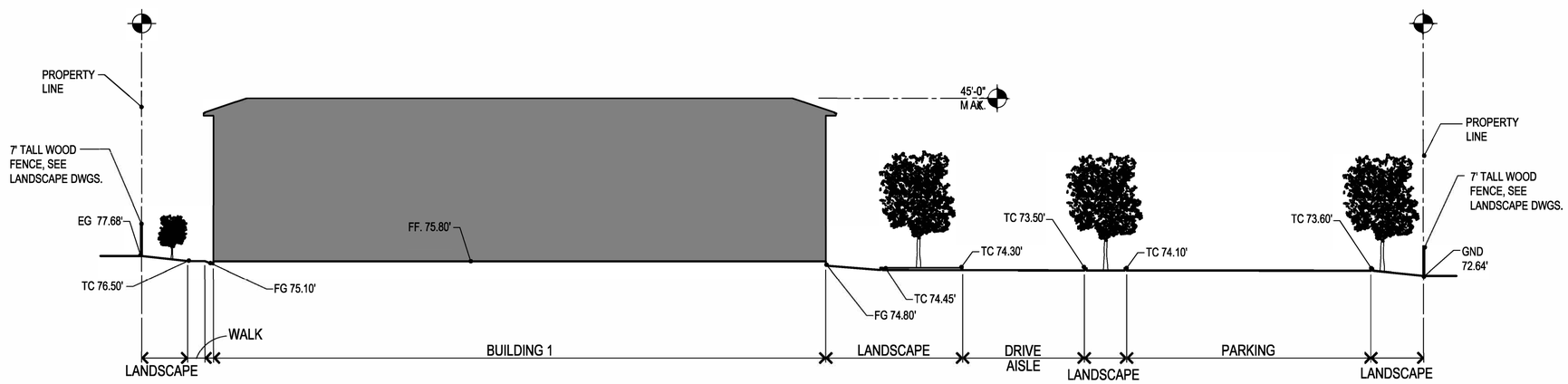
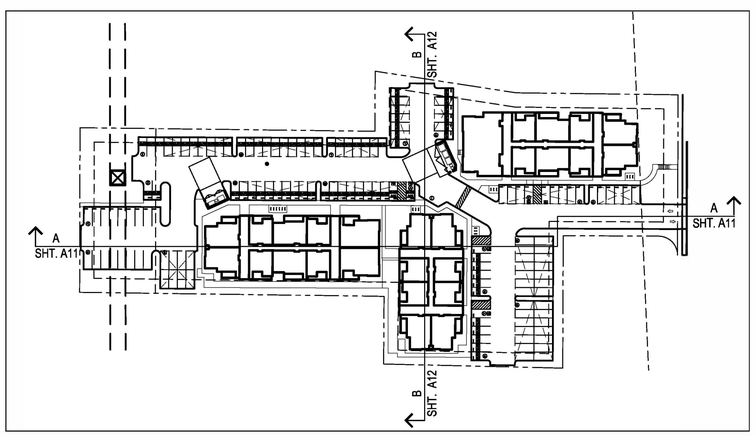


SITE SECTION B



SITE KEY

0 4' 8' 12' 16' 32'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

CONCEPTUAL SITE SECTION
A15

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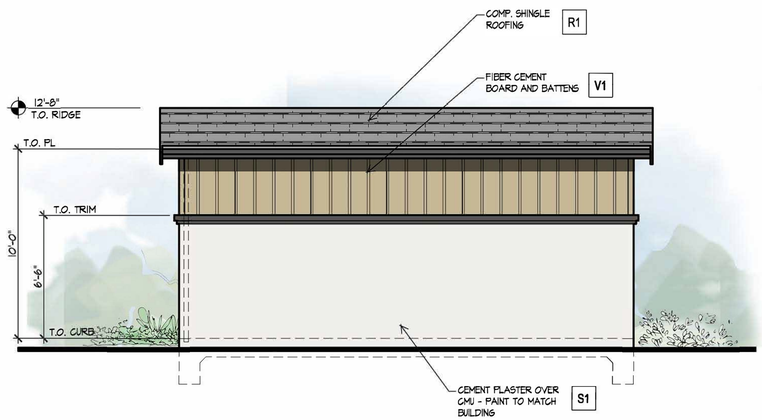
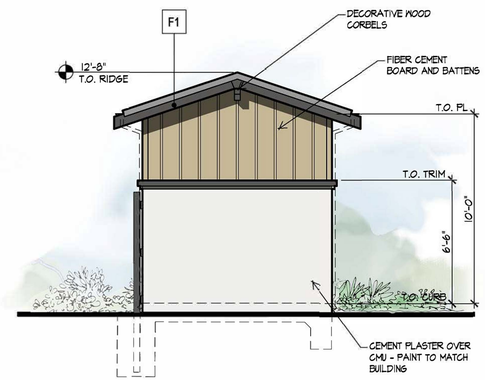
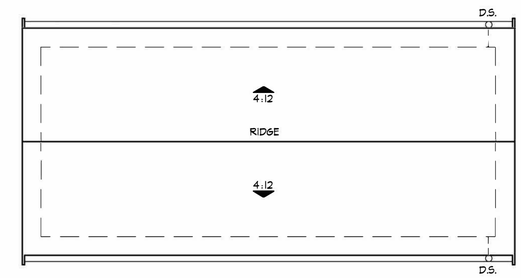
EXTERIOR COLOR KEY NOTES	EXTERIOR COLOR KEY NOTES
A1 ENTRY DOORS / ACCENTS COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)	S1 BODY - STUCCO COLOR: SHERWIN WILLIAMS - SW 7551 GREEK VILLA (254-C1)
R1 ROOFING GAF ROOFING COLOR: TIMBERLINE SHINGLES - WEATHERED WOOD	V1 VERTICAL SIDING - FIBER CEMENT BOARD AND BATTENS WITH TRIM AT CORNERS COLOR: SHERWIN WILLIAMS - SW 7697 SAFARI (296-C6)
ALL COLORS TO HAVE OWNER APPROVAL BEFORE BEING APPLIED TO BUILDING SURFACES.	F1 FASCIA / METAL RAILING COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)



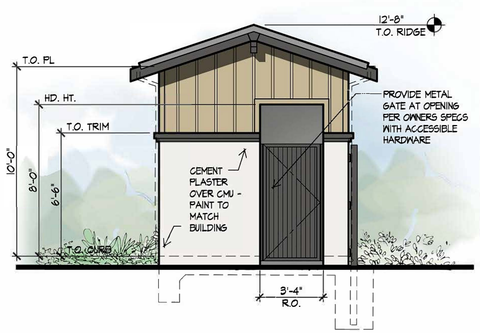
REAR ELEVATION



RIGHT ELEVATION

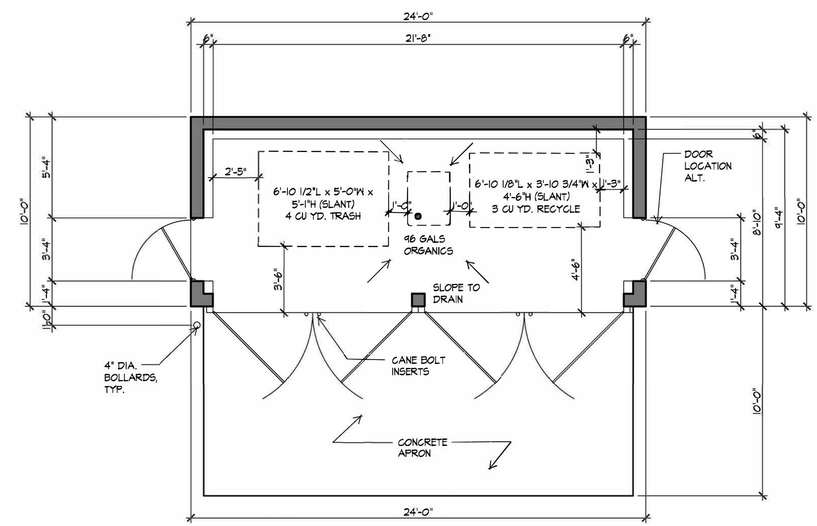


ROOF PLAN



LEFT ELEVATION

FRONT ELEVATION



FLOOR PLAN

0 1' 2' 3' 4' 8'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

CONCEPTUAL TRASH ENCLOSURE A
A16

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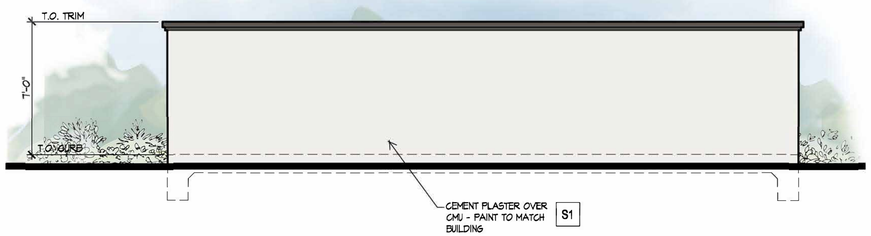
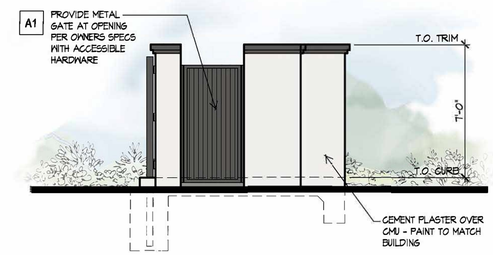
EXTERIOR COLOR KEY NOTES

S1	BODY - STUCCO COLOR: SHERWIN WILLIAMS - SW 7551 GREEK VILLA (254-C1)
A1	ENTRY DOORS / ACCENTS COLOR: SHERWIN WILLIAMS - SW 7645 THUNDER GRAY (278-C1)

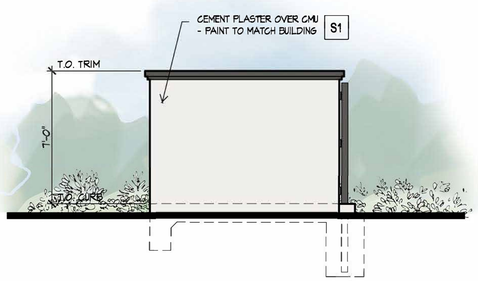
ALL COLORS TO HAVE OWNER APPROVAL BEFORE BEING APPLIED TO BUILDING SURFACES.



REAR ELEVATION

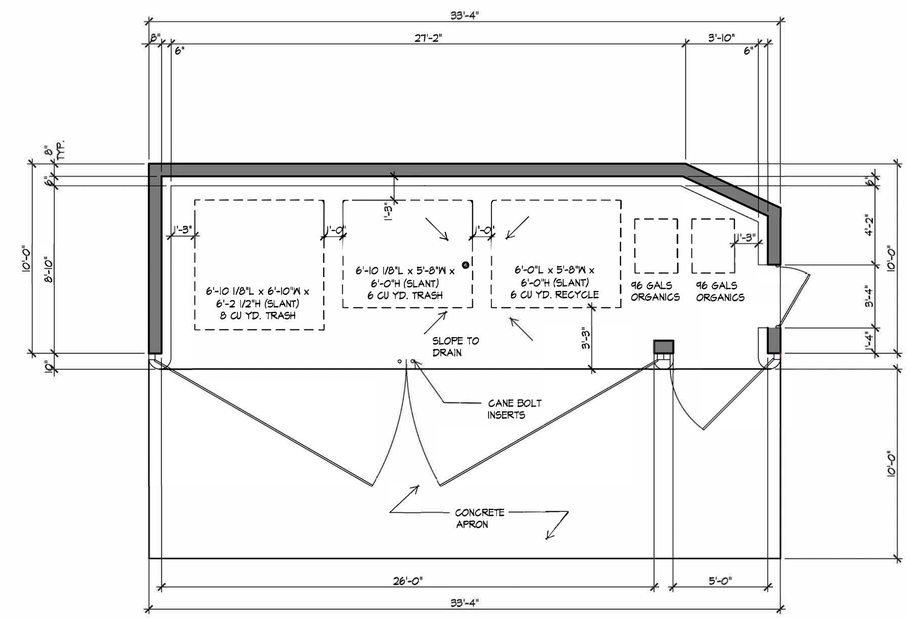


RIGHT ELEVATION



LEFT ELEVATION

FRONT ELEVATION



FLOOR PLAN

0 1' 2' 3' 4' 8'

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

CONCEPTUAL TRASH ENCLOSURE B
A16A

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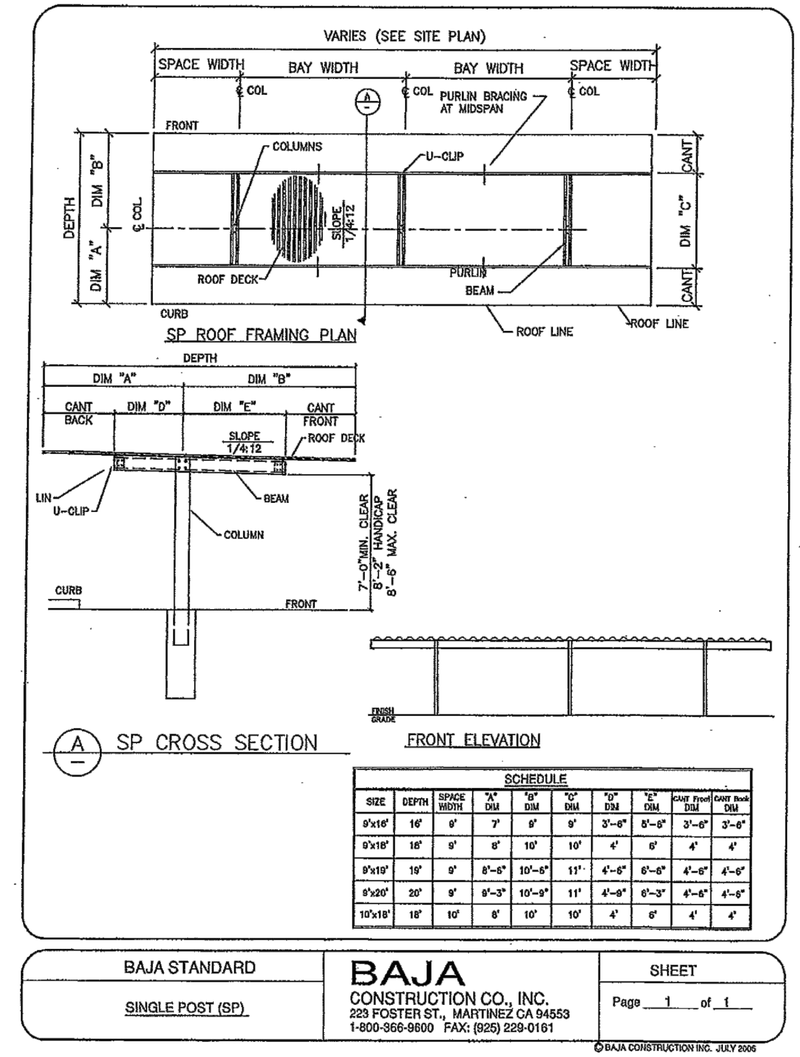
CARPORT EXAMPLE PHOTO



SIZE	DEPTH	SPACE WIDTH	"A" DIM	"B" DIM	"C" DIM	"D" DIM	"E" DIM	CANT Front DIM	CANT Back DIM
9'x16'	16'	9'	7'	9'	9'	3'-6"	5'-6"	3'-6"	3'-6"
9'x18'	18'	9'	8'	10'	10'	4'	6'	4'	4'
9'x19'	19'	9'	8'-6"	10'-6"	11'	4'-6"	6'-6"	4'-6"	4'-6"
9'x20'	20'	9'	9'-3"	10'-9"	11'	4'-9"	6'-3"	4'-6"	4'-6"
10'x18'	18'	10'	8'	10'	10'	4'	6'	4'	4'

CARPORT TYPICAL DETAIL

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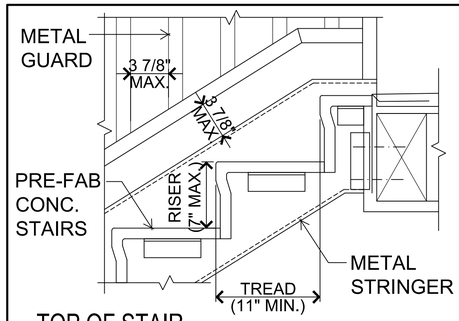
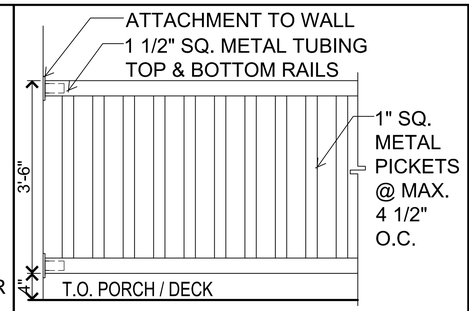
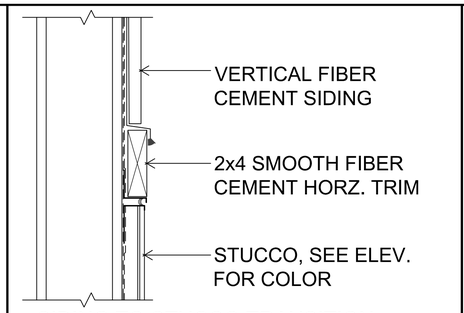


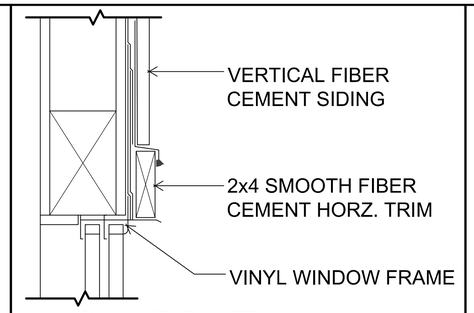
TOP OF STAIR SCALE: 1 1/2"=1'-0"



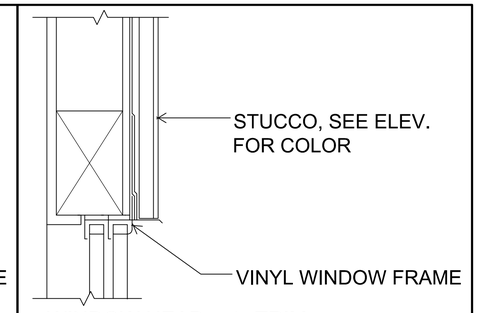
METAL RAIL SCALE: 3/4"=1'-0"



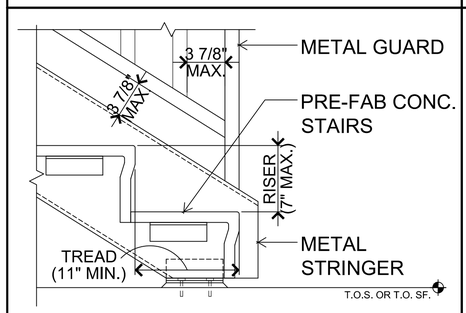
SIDING TO STUCCO TRANSITION SCALE: 3"=1'-0"



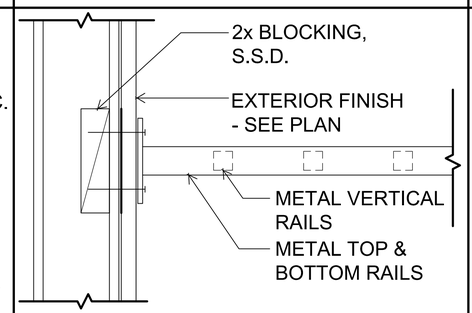
WINDOW HEAD w/ TRIM SCALE: 3"=1'-0"



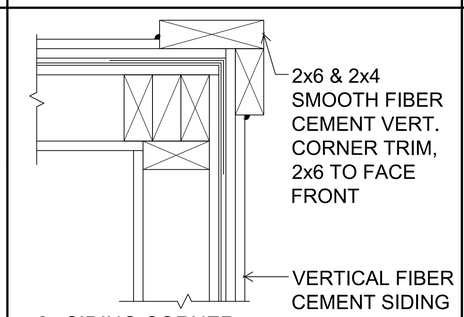
WINDOW HEAD w/o TRIM SCALE: 3"=1'-0"



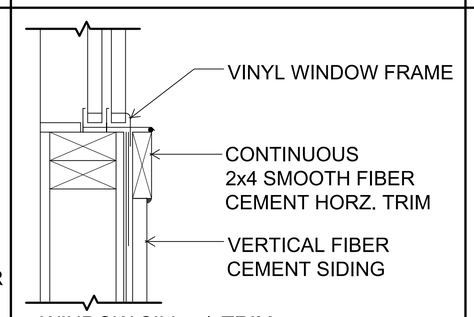
BOTTOM OF STAIR SCALE: 1 1/2"=1'-0"



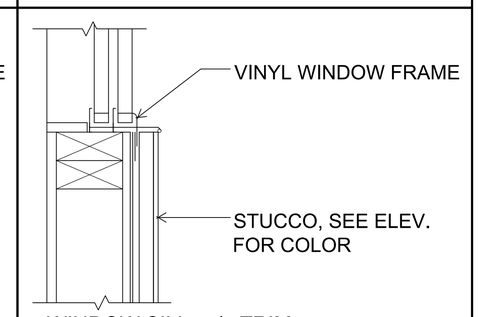
RAIL CONNECTION SCALE: 3"=1'-0"



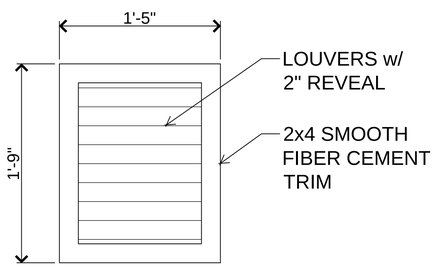
2x SIDING CORNER SCALE: 3"=1'-0"



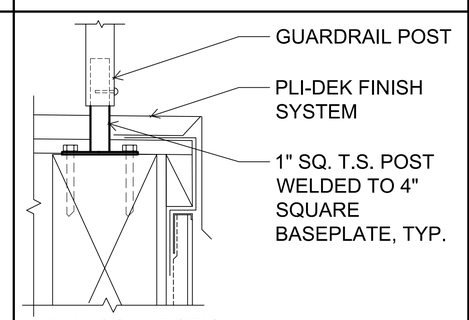
WINDOW SILL w/ TRIM SCALE: 3"=1'-0"



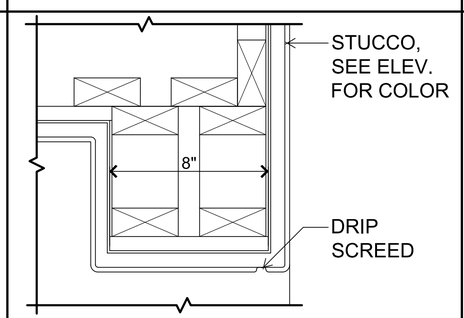
WINDOW SILL w/o TRIM SCALE: 3"=1'-0"



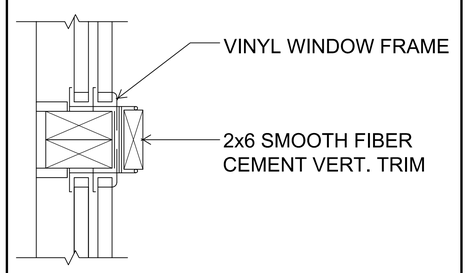
DECORATIVE GABLE END VENT SCALE: 1 1/2"=1'-0"



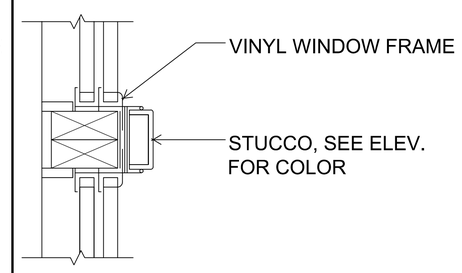
RAIL CONNECTION SCALE: 3"=1'-0"



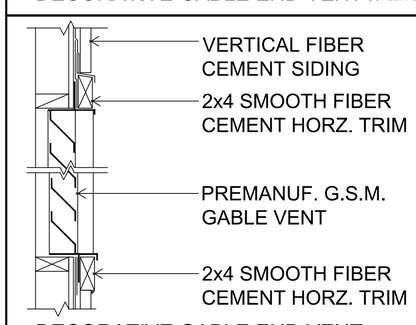
STUCCO SOFFIT SCALE: 3"=1'-0"



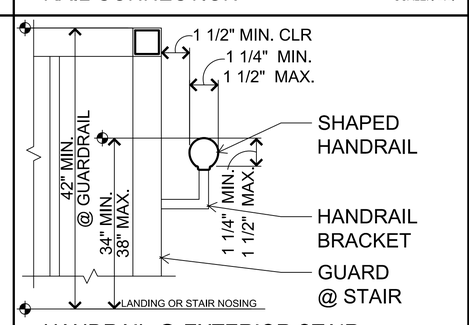
WINDOW TO WINDOW w/o TRIM SCALE: 3"=1'-0"



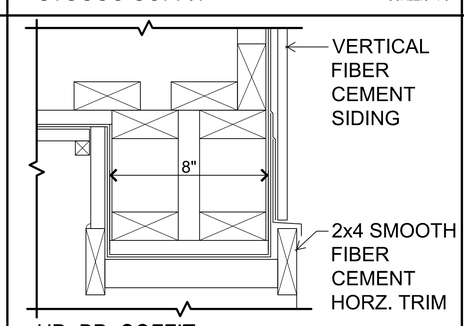
WINDOW TO WINDOW w/o TRIM SCALE: 3"=1'-0"



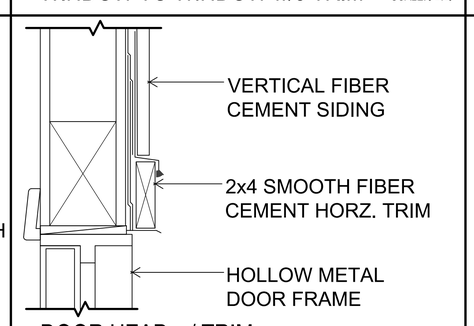
DECORATIVE GABLE END VENT SCALE: 1 1/2"=1'-0"



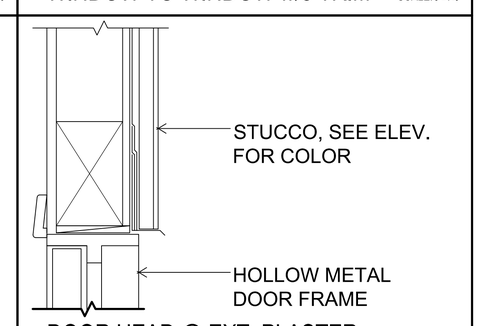
HANDRAIL @ EXTERIOR STAIR SCALE: 3"=1'-0"



HD. BD. SOFFIT SCALE: 3"=1'-0"



DOOR HEAD w/ TRIM SCALE: 3"=1'-0"



DOOR HEAD @ EXT. PLASTER SCALE: 3"=1'-0"

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

TYPICAL EXTERIOR DETAILS
A18

SDG Architects, Inc.
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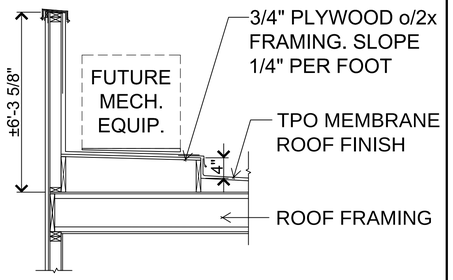
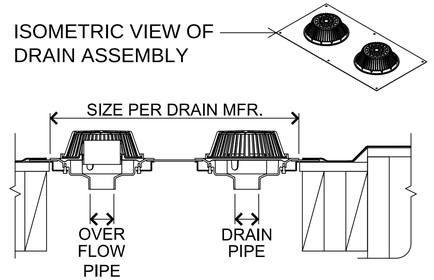
Brentwood, CA 94513
925.634.7000 | sdgarchitectsinc.com



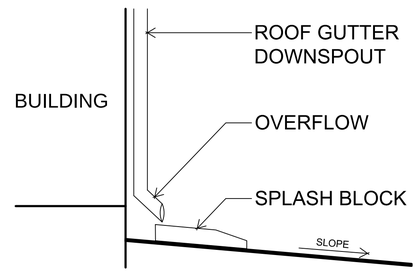
MECH. EQUIP PLATFORM

SCALE: 1/2"=1'-0"



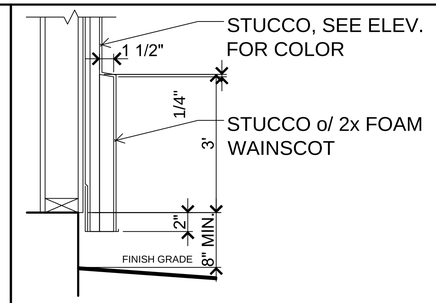
ROOF DRAIN

SCALE: NO SCALE



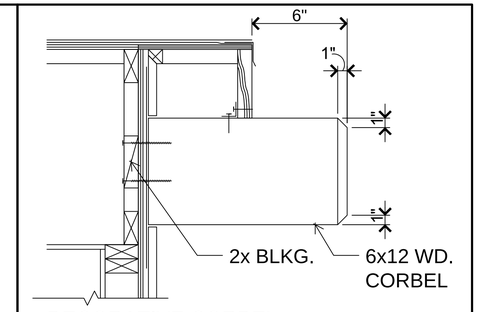
SPLASH BLOCK

SCALE: NO SCALE



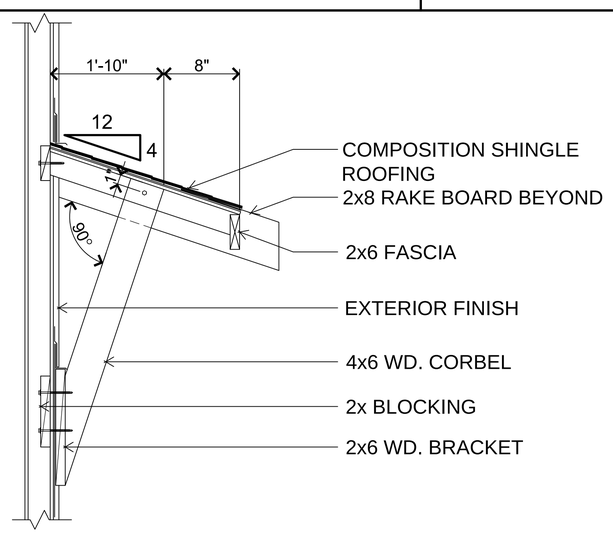
FOAM WAINSCOT

SCALE: 1 1/2"=1'-0"



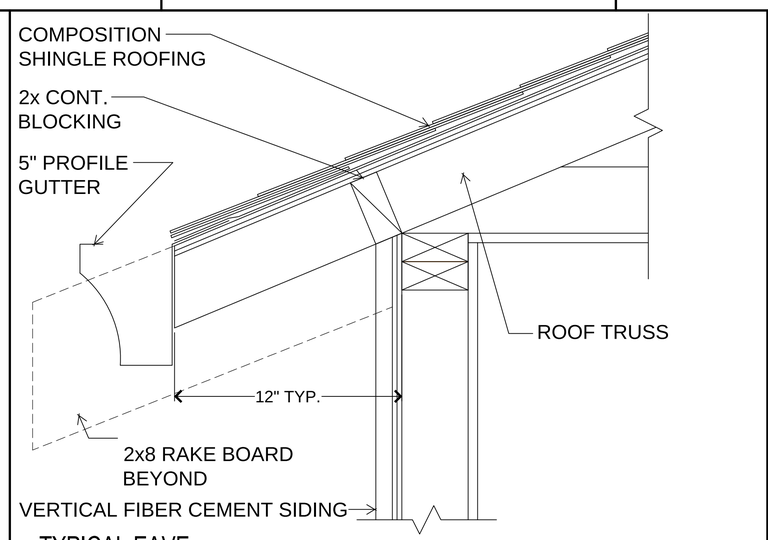
DECORATIVE CORBEL

SCALE: 1 1/2"=1'-0"



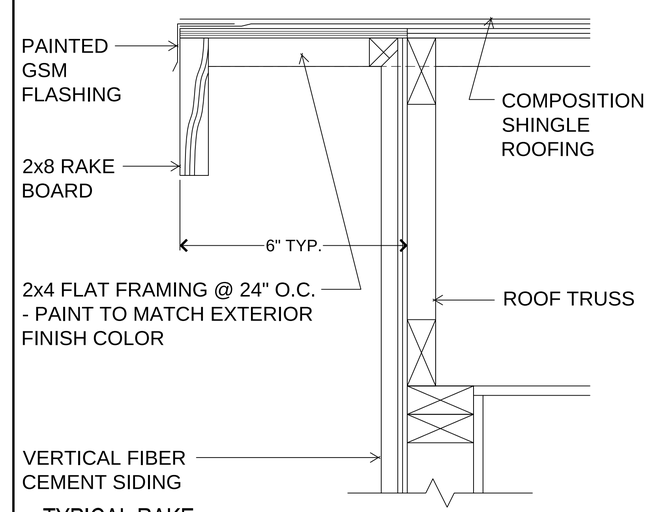
DECORATIVE SHED ROOF

SCALE: 1 1/2"=1'-0"



TYPICAL EAVE

SCALE: 3"=1'-0"



TYPICAL RAKE

SCALE: 3"=1'-0"

399.228 Jessica Court Multi-Family Development
Antioch, CA
December 11, 2024

TYPICAL EXTERIOR DETAILS
A19

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R1 **GAF Roofing**
Timberline Shingles - Weathered Wood

S1 **Stucco**
SW 7551 Greek Villa (254-C1)

V1 **Vertical Siding**
Board & Batten - Fiber Cement
SW 7697 Safari (296-C6)

F1 **Fascia / Metal Railing**
SW 7645 Thunder Gray (278-C1)

A1 **Entry Doors / Accents**
SW 7645 Thunder Gray (278-C1)

Note: *All colors and textures are representative samples only, pending verification of actual material suppliers and manufacturers for this particular project.*

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TENTATIVE TRACT MAP
82 RESIDENTIAL CONDOMINIUMS
3321 JESSICA COURT

CITY OF ANTIOCH | CONTRA COSTA COUNTY | CALIFORNIA

LEGEND

SYMBOL EXISTING	SYMBOL PROPOSED	DESCRIPTION
		HINGE LINE/TOP/TOE
		CONCRETE V-DITCH
		GRADED SWALE
205	202	CONTOUR LINES
		DAYLIGHT LINE/LIMIT OF GRADING
		PROPERTY LINE
		EASEMENT LINE
		CENTERLINE (℄)
		FENCE (WOOD)
		DRIVEWAY
		CURB, GUTTER & SIDEWALK
		RETAINING WALL w/ SUB-DRAIN
		BUILDING EDGE
		EASEMENT AREA
8"W	8"W	WATER LINE AND VALVE
SS S	8"SS	SANITARY SEWER LINE AND MANHOLE OR CLEANOUT
15"SD	15"SD	STORM DRAIN LINE AND MANHOLE
SDCO		4" PERF/SOLID SUBDRAIN W/ CLEANOUT
WM	WM	WATER LATERAL / METER
	4"SS	SANITARY SEWER CLEANOUT (SSCO)
		FLAT DRAIN INLET AS SPECIFIED
RELOCATED		FIRE HYDRANT
		STREETLIGHT STANDARD WITH MAST ARM AND LUMINAIRE (ELECTROLIER)
		PULL BOX (AS NOTED)
E	E	ELECTRICAL CONDUIT
G	G G	GAS MAIN
T	T T	TELEPHONE CONDUIT
		STREET MONUMENT
		BOLLARD
		JOINT POLE w/ GUY ANCHOR
2%		PERCENT GRADE
		VERTICAL GRADE BREAK (PROFILE)
		TREE

ABBREVIATIONS

AB	AGGREGATE BASE	N/B	NORTH BOUND
AC	ASPHALT CONCRETE	P	PAD
AD	AREA DRAIN	PA	PLANTER AREA
BC	BEGIN CURVE	PL, P/L	PROPERTY LINE
BM	BENCHMARK	PCC	POINT OF COMPOUND CURVATURE
BMP	BEST MANAGEMENT PRACTICE	PERF.	PERFORATED
BOT.	BOTTOM	PIEE	PRIVATE INGRESS & EGRESS EASEMENT
BSW	BACK OF SIDEWALK	PRC	POINT OF REVERSE CURVATURE
BVC	BEGIN VERTICAL CURVE	PROJ.	PROJECTED
BW	BOTTOM OF WALL (EXPOSED)	PSDE	PRIVATE STORM DRAIN EASEMENT
CL	CENTER LINE	PUE	PUBLIC UTILITY EASEMENT
CB	CATCH BASIN	PV	PAVEMENT/ASPHALT GRADE
CO	CLEAN OUT	PVI	POINT OF VERTICAL INTERSECTION
CR	CURB RETURN	R=	RADIUS OF CURVE
DI	DRAIN INLET	△=	INCLUDED ANGLE OF CURVE
DS	ROOF DOWN SPOUT	L=	ARC LENGTH OF CURVE
EC	END CURVE	RCP	REINFORCED CONCRETE PIPE
EL	ELEVATION	RIM	RIM ELEVATION
EP	EDGE OF PAVEMENT	R/W	RIGHT OF WAY
EVC	END VERTICAL CURVE	S	SLOPE
EX	EXISTING	S/B	SOUTH BOUND
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT	SD	STORM DRAIN
	FACE OF CURB	SDCO	STORM DRAIN CLEANOUT
FDC	FIRE DEPARTMENT CONNECTION	SDE	STORM DRAIN EASEMENT
FF	FINISHED FLOOR	SDMH	STORM DRAIN MANHOLE
FG	FINISHED GRADE	SE	SIDEWALK EASEMENT
FH	FIRE HYDRANT	SF	SQUARE FEET
FL	FLOW LINE	S.O.	SIDE OPENING
FOGLN	FOG LINE (WHITE STRIPE)	SS	SANITARY SEWER
GB	GRADE BREAK	SSE	SANITARY SEWER EASEMENT
GI	GREASE INTERCEPTOR	SSCO	SANITARY SEWER CLEANOUT
GM	GAS METER	SSMH	SANITARY SEWER MANHOLE
GR	GRATE ELEVATION	STD	STANDARD
HP	HIGH POINT	TB	TOP OF BERM
IRR	IRRIGATION	TC	TOP OF CURB
JT	JOINT TRENCH	TCM	TREATMENT CONTROL MEASURE
LF	LINEAL FEET	TW	TOP OF WALL
LIP	LIP OF GUTTER	TYP	TYPICAL
LP	LOW POINT	VC	VERTICAL CURVE
MAX	MAXIMUM	W	WATER LINE
MH	MANHOLE	WM	WATER METER

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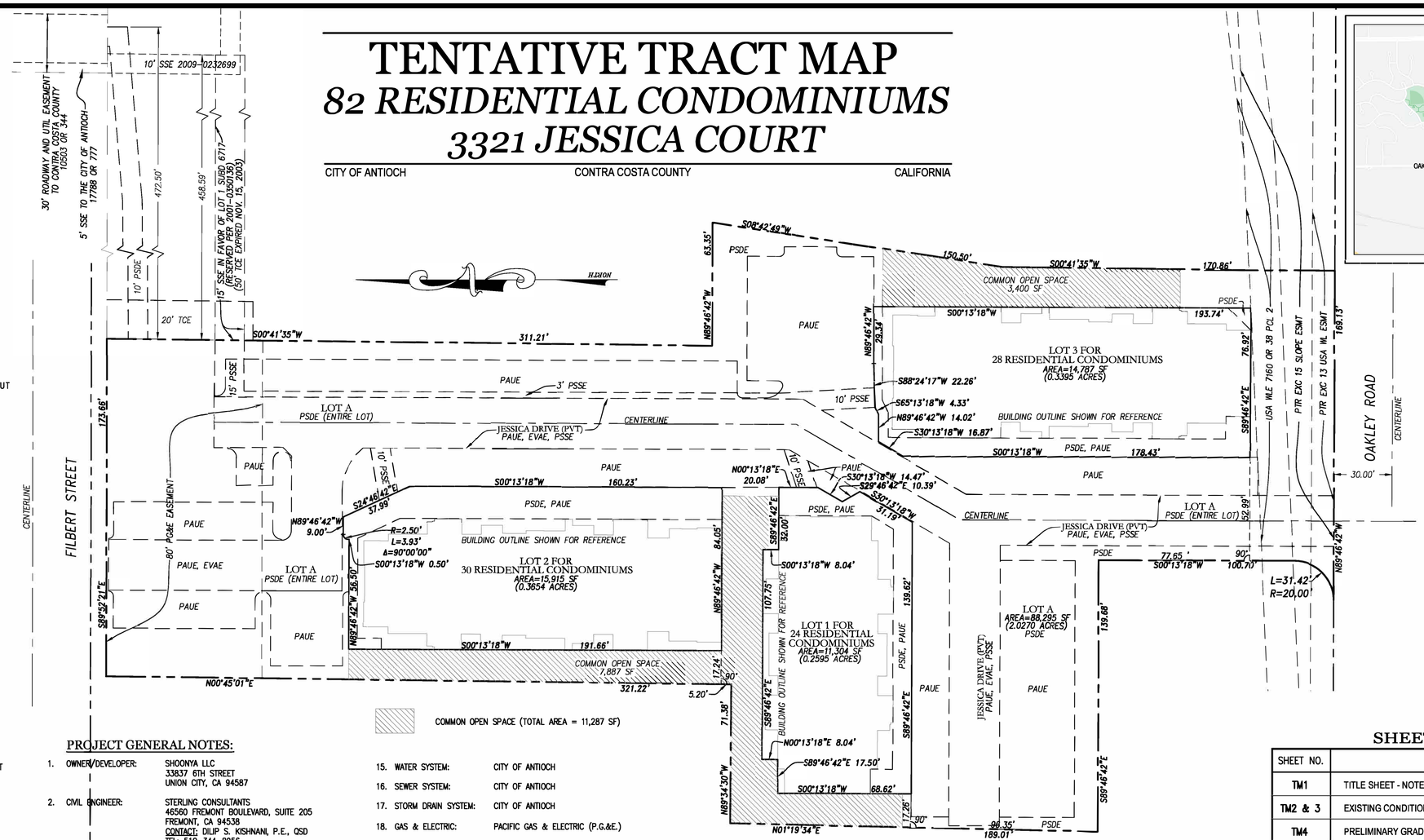


VICINITY MAP
NOT TO SCALE

SUBDIVISION PLAN
SCALE: 1"=30'

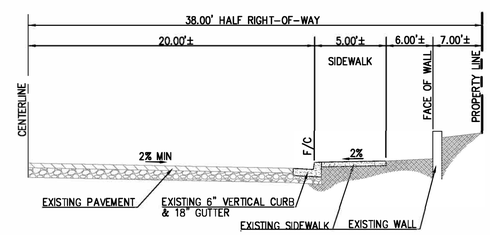
PROJECT GENERAL NOTES:

1. OWNER/DEVELOPER: SHOONYA LLC, 33837 6TH STREET, UNION CITY, CA 94587
2. CIVIL ENGINEER: STERLING CONSULTANTS, 46560 FREMONT BOULEVARD, SUITE 205, FREMONT, CA 94538, CONTACT: DILIP S. KISHNANI, P.E., QSD, TEL: 510-344-8956
3. SOILS ENGINEER: TBD
4. APNs: MULTIPLE
5. EXISTING LAND USE: VACANT
6. PROPOSED LAND USE: RESIDENTIAL
7. SITE AREA: 130,503 SF (2.9959 ACRES)
8. NUMBER OF LOTS: 4 (3 CONDOMINIUM LOTS; 1 COMMON LOT) (82 TOTAL CONDOMINIUMS
9. LOT SIZES: LOT 1 – 11,304 SF (24 CONDO UNITS); LOT 2 – 15,915 SF (30 CONDO UNITS); LOT 3 – 14,787 SF (28 CONDO UNITS); LOT A – 88,497 SF
10. GENERAL PLAN: MEDIUM DENSITY RESIDENTIAL
11. EXISTING ZONING: HIGH DENSITY RESIDENTIAL (R-35)
12. PROPOSED ZONING: HIGH DENSITY RESIDENTIAL (R-35)
13. SETBACKS: FRONT: 15 FEET; REAR: 15 FEET; SIDE: 15 FEET
14. DENSITY: 27 DU/AC
15. WATER SYSTEM: CITY OF ANTIOCH
16. SEWER SYSTEM: CITY OF ANTIOCH
17. STORM DRAIN SYSTEM: CITY OF ANTIOCH
18. GAS & ELECTRIC: PACIFIC GAS & ELECTRIC (P.G.&E.)
19. CABLE: COMCAST CABLE
20. TOPOGRAPHY: EXISTING TOPOGRAPHY AS SHOWN IS PER FIELD SURVEY DONE BY STERLING CONSULTANTS IN JULY, 2023.
21. BOUNDARY: BOUNDARY AS SHOWN IS BASED ON A FIELD SURVEY DONE BY STERLING CONSULTANTS IN JULY, 2023.
22. STREETS: ALL LOTS WILL HAVE PRIVATE STREET ACCESS TO OAKLEY ROAD AND FILBERT STREET.
23. FLOOD ZONE: ZONE-X; PANEL-06013C0332F
24. GRADING: GRADES SHOWN ARE PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN.
25. DIMENSIONS: LOT DIMENSIONS (SHOWN TO NEAREST TENTH OF A FOOT) AND AREAS SHOWN HEREIN ARE APPROXIMATE AND SUBJECT TO MINOR CHANGES DURING FINAL DESIGN.
26. UTILITIES: ALL PROPOSED UTILITIES SHALL BE PLACED UNDERGROUND. ALL STORM DRAINS, SANITARY SEWERS AND WATER MAINS SHALL ADHERE TO MINIMUM SIZES & SLOPES PER THE GOVERNING AGENCIES.
27. C3 COMPLIANCE: TREATMENT WILL BE ACHIEVED USING A BIORETENTION SYSTEM. SEE SHEET 5.

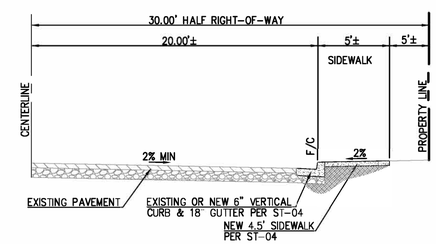
GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

SHEET INDEX

SHEET NO.	DESCRIPTION
TM1	TITLE SHEET - NOTES, TYPICAL SECTIONS & SUBDIVISION PLAN
TM2 & 3	EXISTING CONDITION MAP & PRELIMINARY DEMOLITION PLAN
TM4	PRELIMINARY GRADING & DRAINAGE PLAN
TM5	PRELIMINARY UTILITY PLAN
TM6	PRELIMINARY STORMWATER CONTROL PLAN
TM7	PRELIMINARY PROFILE - JESSICA DRIVE (PVT)
TM8	PUBLIC UTILITY EXHIBIT



FILBERT STREET - TYPICAL 1/2 R/W
NOT TO SCALE



OAKLEY ROAD - TYPICAL 1/2 R/W
NOT TO SCALE

DATE: MARCH 12, 2025					
SCALE: AS NOTED					
DRAWN: DSK, MTM					
DESIGNED: DSK, MTM					
ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

PREPARED BY, OR UNDER THE DIRECTION OF: NOT APPROVED FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER DILIP S. KISHNANI C 51620 STATE OF CALIFORNIA

PREPARED BY:
STERLING CONSULTANTS
46560 FREMONT BOULEVARD, SUITE NO. 205
FREMONT, CA 94538
1sterlingconsultants@gmail.com PHONE: 510.344.8956

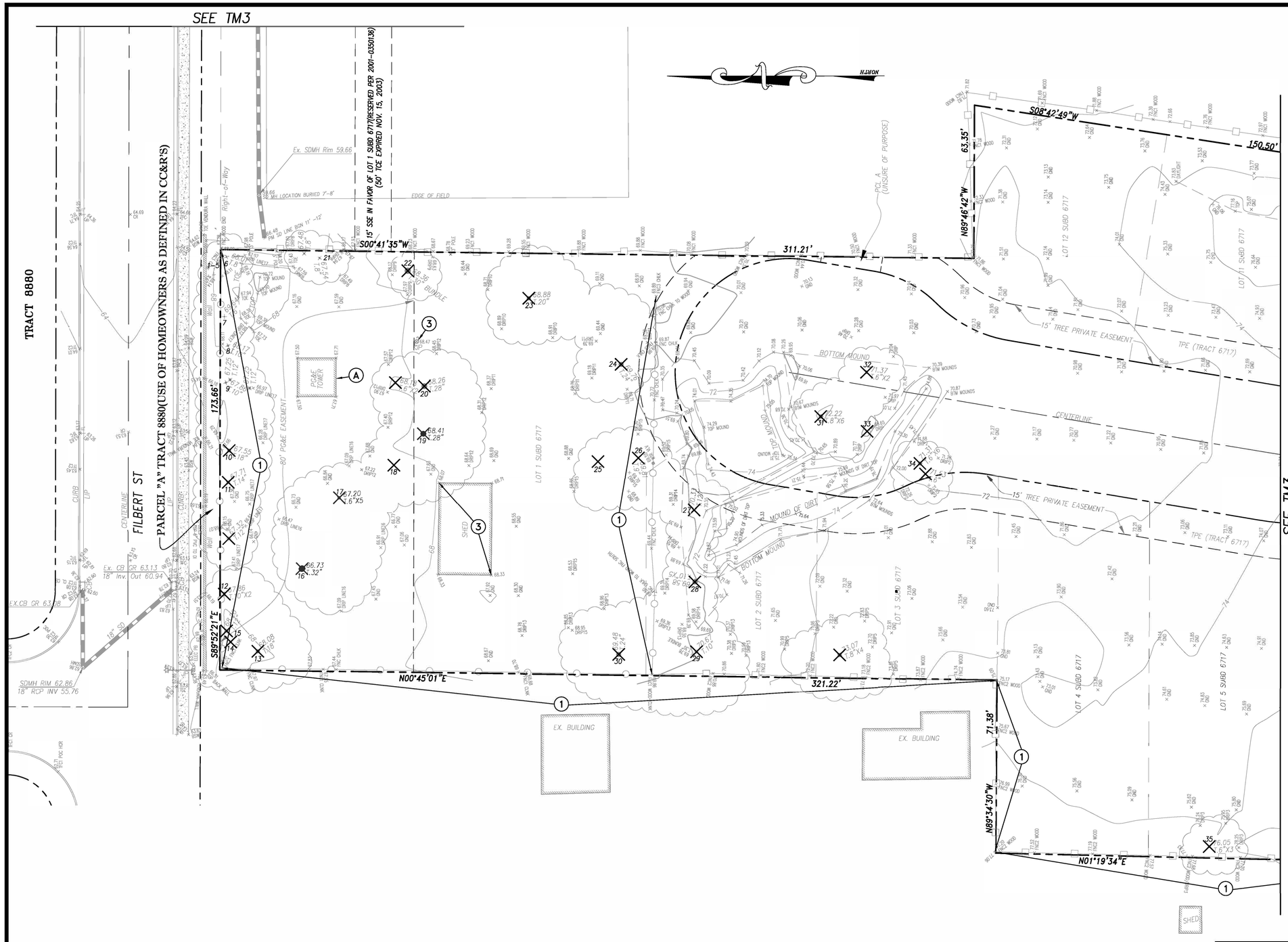
PREPARED FOR:
SHOONYA LLC
33837 6TH STREET
UNION CITY, CA 94587

APN: MULTIPLE | 3321 JESSICA COURT

TITLE SHEET - NOTES, TYPICAL SECTIONS & SUBDIVISION PLAN

CITY OF ANTIOCH | COUNTY OF CONTRA COSTA | CALIFORNIA

SHEET NO. TM1
1 OF 8 SHEETS
JOB NO. 2022-238



DEMOLITION LEGEND

PROPERTY LINE

SAWCUT LINE

189.45
27" OAK + TAG 3 — EX. TREE WITH GROUND ELEV., DBH,

REMOVE EXISTING TREE

REMOVAL NOTES

1. REMOVE EXISTING FENCE
2. REMOVE EXISTING BRICK
3. REMOVE EXISTING BUILDING
4. REMOVE EXISTING UTILITY

PROTECTION NOTES

A — PROTECT EXISTING UTILITY

DEMOLITION NOTES

1. DEVELOPER'S CONTRACTOR SHALL OBTAIN A DEMOLITION PERMIT FROM CITY OF ANTIOCH'S BUILDING DEPARTMENT PRIOR TO START OF DEMOLITION.
2. THE PROPERTY LINE SHALL BE THE LIMITS OF DEMOLITION UNDER THE GRADING PERMIT.
3. CONTRACTOR SHALL COORDINATE UTILITY DISCONNECTIONS WITH THE RESPECTIVE UTILITY AGENCIES PRIOR TO START OF DEMOLITION ON THE SITE.
4. UTILITIES TO BE ABANDONED WITHIN THE AREAS OF PROPOSED IMPROVEMENTS SHALL BE REMOVED IN THEIR ENTIRETY OR ABANDONED IN PLACE PER RECOMMENDATIONS OF THE PROJECT SOILS REPORT.

Re: 3321 Jessica Ct.

March 27, 2023
Page 3 of 11

Table of Existing Trees

Tree Number	Botanical / Common Name	DBH	Condition	Mature or Heritage Tree	Disposition	Comments
1 to 5	Acer spp. (?)	2"	Good	No	To Remain*	
6	Ligustrum lucidum / Glossy Privet	3@ 4"	Fair to Poor	No	To Remain*	
7	Tree (?)	6"	Dead	No	To Remain*	
8	Myoporum laetum / N.C.N.	6"	Poor	No	To Remain*	
9	Myoporum laetum / N.C.N.	6"	Poor	No	To Remain*	
10	Pinus pinea / Italian Stone Pine	12"	Fair	No	Remove	
11	Myoporum laetum / N.C.N.	15"	Poor	No	Remove	
12	Myoporum laetum / N.C.N.	8"	Poor	No	Remove	
13	Tree (?)	15", 12"	Dead	No	Remove	
14	Myoporum laetum / N.C.N.	10", 10"	Poor	No	Remove	
15	Myoporum laetum / N.C.N.	12"	Poor	No	Remove	
16	Pinus pinea / Italian Stone Pine	24"	Poor	No	Remove	Tree has fallen. Still alive but in poor condition due to structure.
17	Fraxinus uhdei / Evergreen Ash	Multi 6",6", 4",4", 4"	Poor	No	Remove	Crowded by adjacent Pine.

Re: 3321 Jessica Court

March 27, 2023
Page 4 of 11

18	Fraxinus spp. / Ash (?)	4",2"	Poor	No	Remove	
19	Populus spp. / Poplar	16"	Fair to Poor	No	Remove	Undesirable weed species
20	Populus spp. / Poplar	12",8", 6"	Poor	No	Remove	Undesirable weed species
21	Myoporum laetum / N.C.N.	8"	Poor	No	To Remain*	
22	Deciduous Tree (?)	4",4", 4"	Poor	No	Remove	
23	Quercus agrifolia / Coast Live Oak	20"	Fair to Good	Yes	Remove	Full. Branches to ground. Might possibly be saved with some modification to the site plan.
24	Juglans spp. / Walnut (?)	Multi	Poor		Remove	
25	Fraxinus spp. / Ash (?)	6"	Poor		Remove	
26	Fraxinus spp. / Ash (?)	6"	Poor	No	Remove	
27	Deciduous Tree (?)	Multi	Poor	No	Remove	
28	Deciduous Tree (?)	Multi	Poor	No	Remove	
29	Deciduous Tree (?)	Multi	Poor	No	Remove	
30	Deciduous Tree (?)	Multi	Poor	No	Remove	
31	Eucalyptus polyanthemos / Silver Dollar Gum	6 @ 8"	Fair to Good		Remove	Generally undesirable species.
32	Acer spp. / Maple (?)	2 @ 6"	Poor	No	Remove	
33	Acer spp. / Maple (?)	4"	Poor	No	Remove	
34	Acer spp. / Maple (?)	6",4", 4"	Poor	No	Remove	
35	Myoporum laetum / N.C.N.	3 @ 6"	Fair	No	Remove	
36	Myoporum laetum / N.C.N.	12"	Fair	No	Remove	
37	Several deciduous trees (?)	All less than 6"	Poor	No	Remove	

*REVISED SINCE ORIGINAL SITE PLAN

GROSS LOT AREA = 130,503.49 SQ. FT. (2.9959 ACRES)

BOUNDARY: BOUNDARY BASED UPON FIELD SURVEY PERFORMED BY OR UNDER DIRECTION OF HELMUT KORSTICK, PLS 7739.

LICENSED LAND SURVEYOR HELMUT R. KORSTICK NO. 7739 STATE OF CALIFORNIA

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GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

VERTICAL DATUM: HELD INVERT THROUGH ELEVATION OF 49.42' AT THE SSMH IN THE PARKING LOT OF THE GRACE BIBLE FELLOWHIP CHURCH, SHOWN AS THE 8" VCP TIE IN FROM SUBD 6717 LOT 1 ON THE PRELIMINARY STREET PLAN AND PROFILE PLANS PREPARED BY WALLACE B. DUNCAN, RCE 27827, DATED 4-26-2004

BASIS OF BEARINGS: N 89°46'42" W ALONG THE OCCUPATIONAL CENTERLINE OF OAKLEY ROAD, BEARING AS SHOWN ON THE MAP OF TRACT 6717, 374 MAPS 2, CONTRA COSTA COUNTY RECORDS.

DATE: MARCH 12, 2025					
SCALE: AS NOTED					
DRAWN: DSK, MTM					
DESIGNED: DSK, MTM					
ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

PREPARED BY, OR UNDER THE DIRECTION OF:
NOT APPROVED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER DILIP S. KISHNANI C 51620 STATE OF CALIFORNIA

PREPARED BY:
STERLING CONSULTANTS
46560 FREMONT BOULEVARD, SUITE NO. 205
FREMONT, CA 94538
1sterlingconsultants@gmail.com PHONE: 510.344.8956

PREPARED FOR:
SHOONYA LLC
33837 6TH STREET
UNION CITY, CA 94587

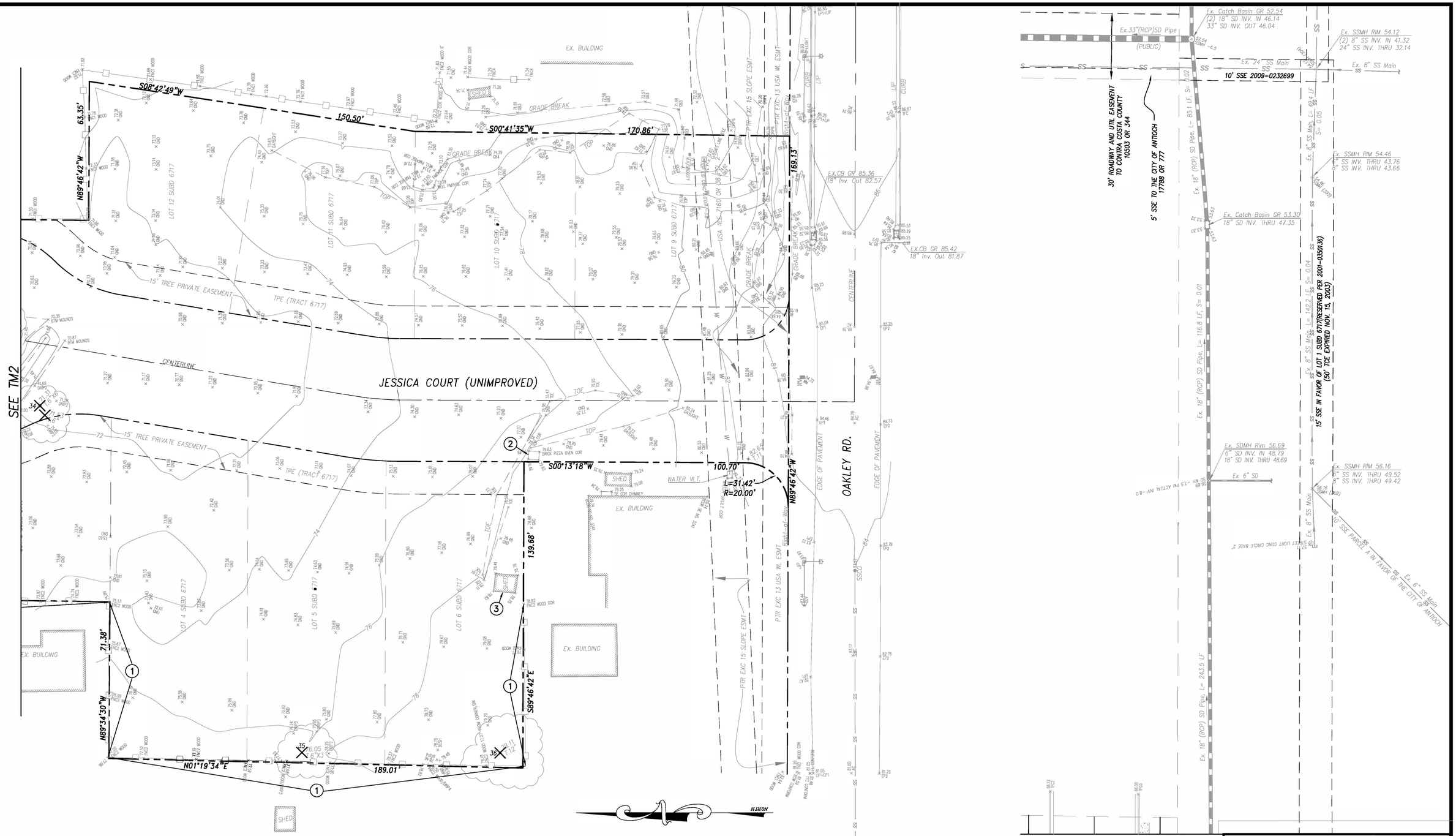
APN: MULTIPLE

3321 JESSICA COURT

EXISTING CONDITION & PRELIMINARY DEMOLITION PLAN

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM2
2 OF 8 SHEETS
JOB NO. 2022-238



GROSS LOT AREA = 130,503.49 SQ. FT. (2.9959 ACRES)

BOUNDARY: BOUNDARY BASED UPON FIELD SURVEY PERFORMED BY OR UNDER DIRECTION OF HELMUT KORSTICK, PLS 7739.

LICENSED LAND SURVEYOR HELMUT R. KORSTICK NO. 7739 STATE OF CALIFORNIA

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GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

VERTICAL DATUM: HELD INVERT THROUGH ELEVATION OF 49.42' AT THE SSMH IN THE PARKING LOT OF THE GRACE BIBLE FELLOWHIP CHURCH, SHOWN AS THE 8" VCP TIE IN FROM SUBD 6717 LOT 1 ON THE PRELIMINARY STREET PLAN AND PROFILE PLANS PREPARED BY WALLACE B. DUNCAN, RCE 27827, DATED 4-26-2004

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DATE: MARCH 12, 2025					
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MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

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NOT APPROVED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER DILIP S. KISHNANI C 51620 STATE OF CALIFORNIA

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PREPARED FOR:
SHOONYA LLC
33837 6TH STREET
UNION CITY, CA 94587

APN: MULTIPLE

3321 JESSICA COURT

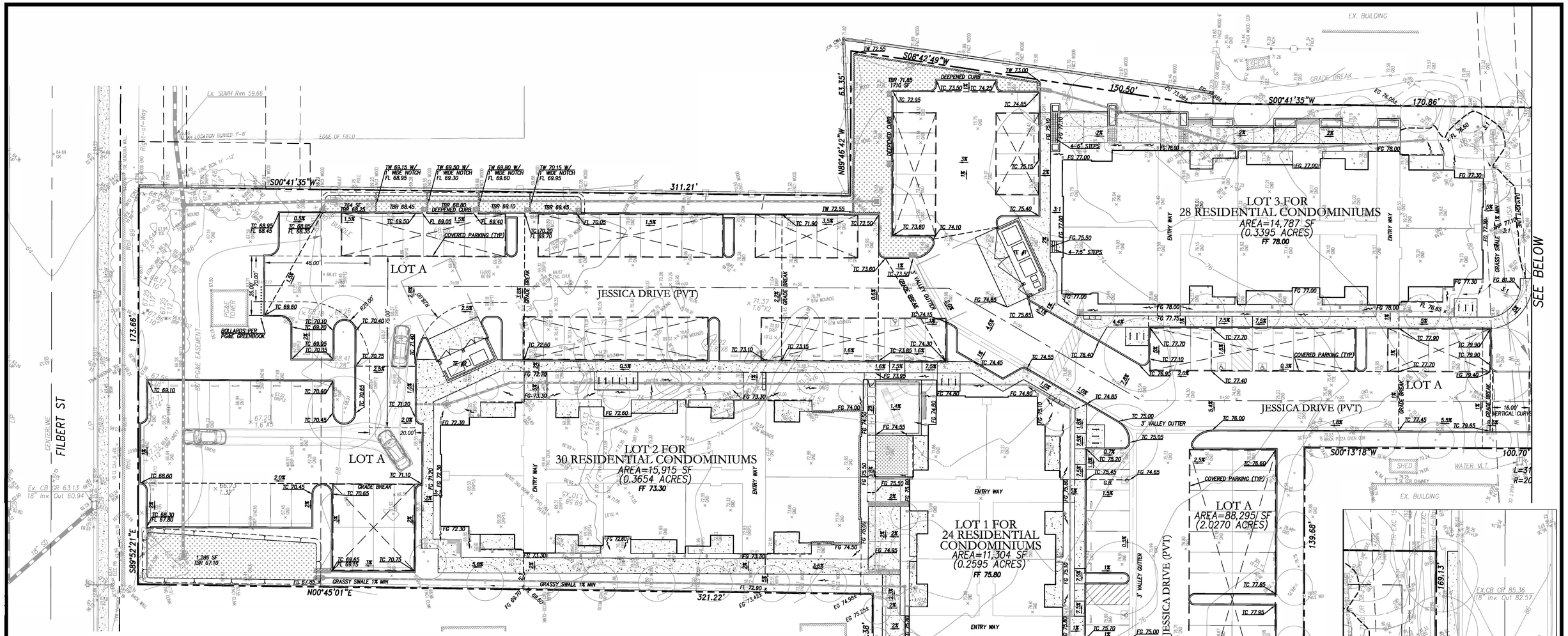
EXISTING CONDITION & PRELIMINARY DEMOLITION PLAN

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM3

3 OF 8 SHEETS

JOB NO. 2022-238



GRADING NOTES:

1. SITE GRADING & EXCAVATIONS SHALL ADHERE TO ALL RECOMMENDATIONS CONTAINED IN THE PROJECT GEOTECHNICAL REPORT.
2. ALL GRADES SHOWN ARE FINISHED GRADES, UNLESS OTHERWISE NOTED.
3. ALL CUT AND FILL SLOPES AT THE BOUNDARY LINES SHALL BE CONSTRUCTED IN SUCH A MANNER THAT ADJACENT FENCES WILL NOT BE DAMAGED. GRADING SHALL CONFORM AT BOUNDARY LINES.
4. ALL CUT SLOPES SHALL BE ROUNDED TO MEET EXISTING GRADES AND BLEND WITH SURROUNDING TOPOGRAPHY. ALL GRADED SLOPES OVER FIVE FEET IN HEIGHT SHALL BE PLANTED WITH SUITABLE GROUND COVER.
5. DURING GRADING OPERATIONS, THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES BOTH ON-SITE. STREETS SHALL BE SWEPT PER REQUIREMENTS SPECIFIED IN BLUEPRINT FOR CLEAN BAY.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF SAID GRADING QUANTITIES PRIOR TO THE START OF THE GRADING OPERATION. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR DISTRIBUTING ANY EXCESS MATERIAL OR SUPPLY MATERIAL FOR DEFICIENCIES TO BRING PAVEMENT OR LOTS TO REQUIRED GRADE. CLARIFICATION OF GRADING SHALL BE DONE BY THE ENGINEER.
7. WASTEWATER GENERATED DURING CONSTRUCTION SHALL NOT BE DISCHARGED TO THE STORM DRAIN SYSTEM. THIS INCLUDES WASTE FROM PAINTING, SAWCUTTING, CONCRETE WORK, ETC. THE CONTRACTOR SHALL MAKE ARRANGEMENTS TO ELIMINATE DISCHARGES TO THE STORM DRAIN SYSTEM AND, IF NECESSARY, PROVIDE AN AREA FOR ON-SITE WASHING ACTIVITIES DURING CONSTRUCTION. MATERIALS WHICH COULD CONTAMINATE STORM RUNOFF SHALL BE STORED IN AREAS WHICH ARE DESIGNED TO PREVENT EXPOSURE TO RAINFALL AND TO NOT ALLOW STORM WATER TO RUN ONTO THE AREA.
8. FLUSHING OF STREETS/PARKING LOTS TO REMOVE DIRT AND CONSTRUCTION DEBRIS IS PROHIBITED UNLESS PROPER SEDIMENT CONTROLS ARE USED. AREAS REQUIRING CLEANING SHOULD BE SWEPT.
9. WHERE UNSTABLE OR UNSUITABLE MATERIALS ARE ENCOUNTERED DURING SUBGRADE PREPARATION, THE AREA IN QUESTION SHALL BE OVER EXCAVATED AND REPLACED BY SELECT BACKFILL MATERIAL AS NEEDED.
10. WHERE ABANDONED UNDERGROUND STRUCTURES ARE ENCOUNTERED IN THE STREET AREAS, REMOVE TO SUFFICIENT DEPTH TO ALLOW UNDERGROUND LINES TO CROSS, BACKFILL AND COMPACT DURING ROUGH GRADING. THE INSPECTOR MAY REQUIRE FURTHER WORK TO BE DONE IF VISUAL INSPECTION INDICATES SO DURING CONSTRUCTION.
11. PRIOR TO ANY GRADING, DEMOLITION OF THE SITE SHOULD BE COMPLETED. DEMOLITION SHOULD INCLUDE THE COMPLETE REMOVAL OF ALL SURFACE AND SUBSURFACE STRUCTURES. IF ANY OF THE FOLLOWING ARE ENCOUNTERED: TREE ROOT SYSTEMS, CONCRETE, SEPTIC TANKS, GAS OR OIL TANKS, STORM INLETS, IRRIGATION PIPES, FOUNDATIONS, ASPHALT, DEBRIS AND TRASH, THESE SHOULD ALSO BE REMOVED, WITH THE EXCEPTION OF ITEMS SPECIFIED BY THE OWNER FOR SALVAGE.
12. EARTHWORK QUANTITIES IF SHOWN ON THESE PLANS ARE APPROXIMATE ESTIMATED QUANTITIES AND ARE FURNISHED FOR THE CITY OF ANTIOCH'S INFORMATION ONLY. THE ACTUAL AMOUNT MAY VARY DEPENDING ON COMPACTION, CONSOLIDATION, STRIPPING AND THE CONTRACTOR'S METHOD OF OPERATION.
13. ALL NEW/UPGRADED UTILITIES SHALL BE INSTALLED UNDERGROUND.

EARTHWORK SUMMARY

MEASURED RAW CUT: 1469 CY
(UNDER FOOTPRINT, DRIVEWAY & BIORETENTION)
MEASURED RAW FILL: 607 CY
(UNDER FOOTPRINT, DRIVEWAY & BIORETENTION)
ESTIMATED EXPORT: 862 CY

EARTHWORK QUANTITIES SHOWN HEREON ARE APPROXIMATE ONLY FOR ESTABLISHMENT OF FEES. CONTRACTORS SHALL BASE BID AND OR CONTRACT AMOUNTS UPON THIER OWN EARTHWORK ESTIMATES FOR COMPLETION OF THE WORK SHOWN HEREON, NOT ON THE QUANTITIES SHOWN ABOVE.

NO ADJUSTMENTS HAVE BEEN APPLIED FOR SHRINK OR SWELL.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

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DATE: MARCH 12, 2025					
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DESIGNED: DSK, MTM					
ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

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UNION CITY, CA 94587

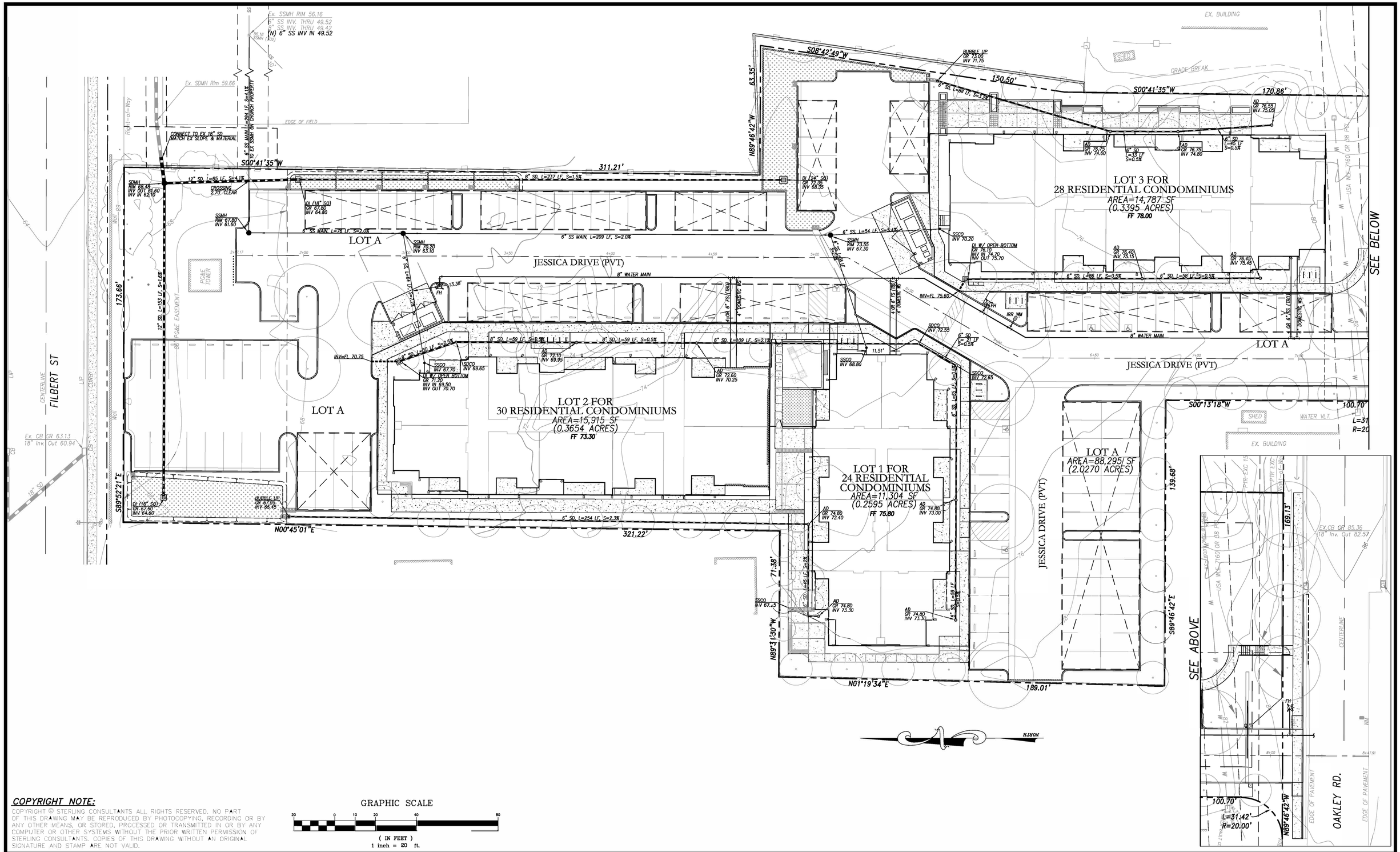
APN: MULTIPLE

3321 JESSICA COURT

PRELIMINARY GRADING & DRAINAGE PLAN

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM4
4 OF 8 SHEETS
JOB NO. 2022-238



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GRAPHIC SCALE

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(IN FEET)
1 inch = 20 ft.

DATE: MARCH 12, 2025					
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PREPARED BY, OR UNDER THE DIRECTION OF:
NOT APPROVED FOR CONSTRUCTION

REGISTERED PROFESSIONAL ENGINEER
DILIP S. KISHWANI
C 51620
STATE OF CALIFORNIA

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UNION CITY, CA 94587

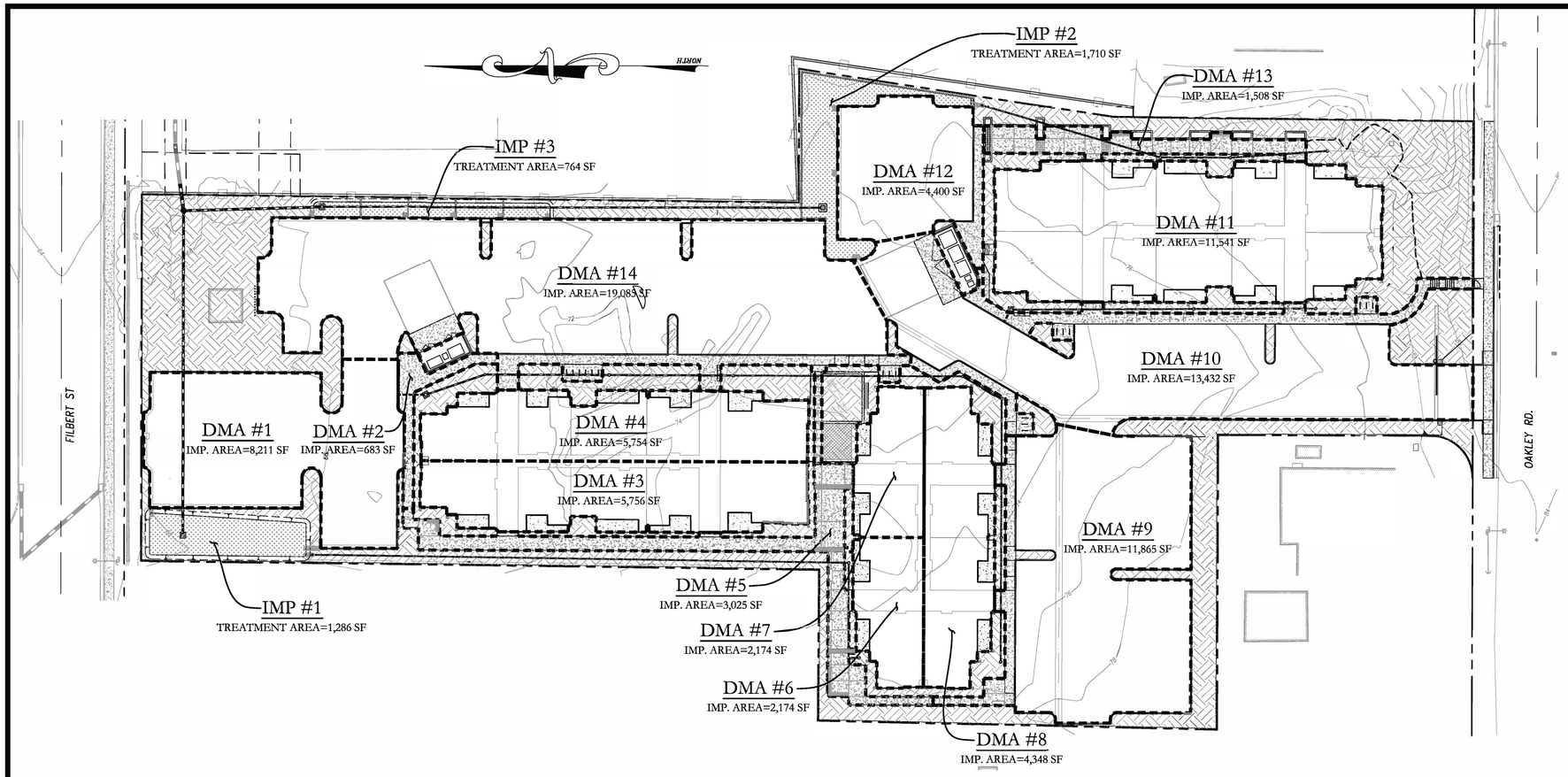
APN: MULTIPLE

3321 JESSICA COURT

PRELIMINARY UTILITY PLAN

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM5
5 OF 8 SHEETS
JOB NO. 2022-238



SURFACE LEGEND

- DRAINAGE MANAGEMENT AREA (DMA)
- BR #1 — BIORETENTION PLANTERS (BR #1) SEE TYPICAL DETAILS
- SELF-TREATING AREA (LANDSCAPING)

Project Name: 3321 Jessica Ct
Project Type: Standard LID WQ Treatment
APN:
Drainage Area: 130,503 sq ft
Mean Annual Precipitation: 13.0 inches

Self-Treating DMAs

DMA Name	Area (sq ft)
DMA15	32,786.0

IV. Areas Draining to IMPs

IMP Name: IMP1
IMP Type: Bioretention Facility
Soil Group: D

DMA Name	Area (sq ft)	Post Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor
DMA1	8,211	Concrete or Asphalt	1.00	8,211
DMA2	683	Concrete or Asphalt	1.00	683
DMA3	5,756	Conventional Roof	1.00	5,756
DMA4	5,754	Conventional Roof	1.00	5,754
DMA5	3,025	Concrete or Asphalt	1.00	3,025
DMA7	2,174	Conventional Roof	1.00	2,174
DMA8	4,349	Conventional Roof	1.00	4,349
DMA6	2,174	Conventional Roof	1.00	2,174
			Total	32,126

	IMP Sizing Factor	Minimum	Proposed
Area	0.040	1,285 sq ft	1,286 sq ft

IMP Name: IMP2
IMP Type: Bioretention Facility
Soil Group: D

DMA Name	Area (sq ft)	Post Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor
DMA9	11,865	Concrete or Asphalt	1.00	11,865
DMA10	13,432	Concrete or Asphalt	1.00	13,432
DMA11	11,541	Conventional Roof	1.00	11,541
DMA12	4,400	Concrete or Asphalt	1.00	4,400
DMA13	1,508	Concrete or Asphalt	1.00	1,508
			Total	42,746

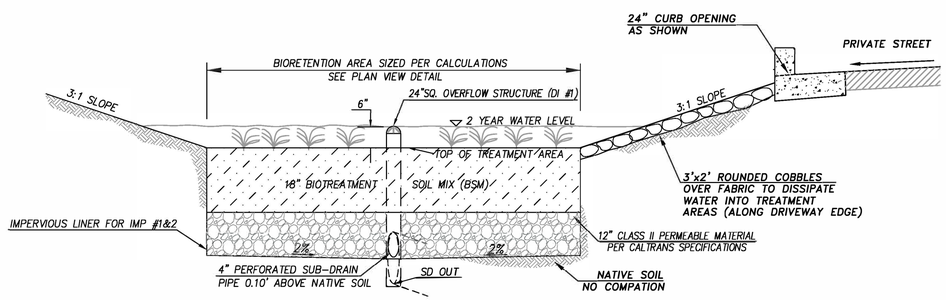
	IMP Sizing Factor	Minimum	Proposed
Area	0.040	1,710 sq ft	1,710 sq ft

IMP Name: IMP3
IMP Type: Bioretention Facility
Soil Group: D

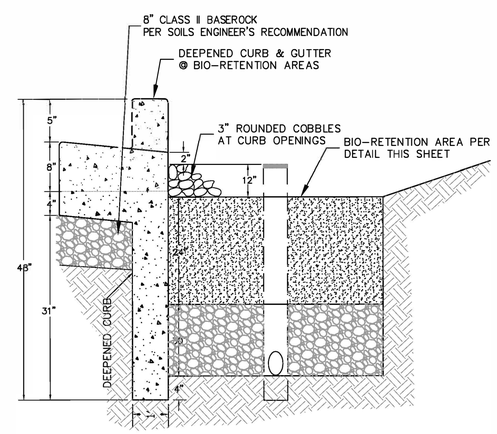
DMA Name	Area (sq ft)	Post Project Surface Type	DMA Runoff Factor	DMA Area x Runoff Factor
DMA14	19,085	Concrete or Asphalt	1.00	19,085
			Total	19,085

	IMP Sizing Factor	Minimum	Proposed
Area	0.040	763 sq ft	764 sq ft

Report generated on 11/06/2024 by the Contra Costa Clean Water Program IMP Sizing Tool software (version 1.4.0.0).



TYPICAL BIO-RETENTION PLANTER
NOT TO SCALE



*PER STRUCTURAL ENGINEER'S RECOMMENDATIONS

MODIFIED VERTICAL CURB & GUTTER (DEEPENED) ADJACENT TO BIO-RETENTION AREAS
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

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ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

PREPARED BY, OR UNDER THE DIRECTION OF:
NOT APPROVED FOR CONSTRUCTION
REGISTERED PROFESSIONAL ENGINEER DILIP S. KUSHWAHA C 51620 STATE OF CALIFORNIA

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1sterlingconsultants@gmail.com PHONE: 510.344.8956

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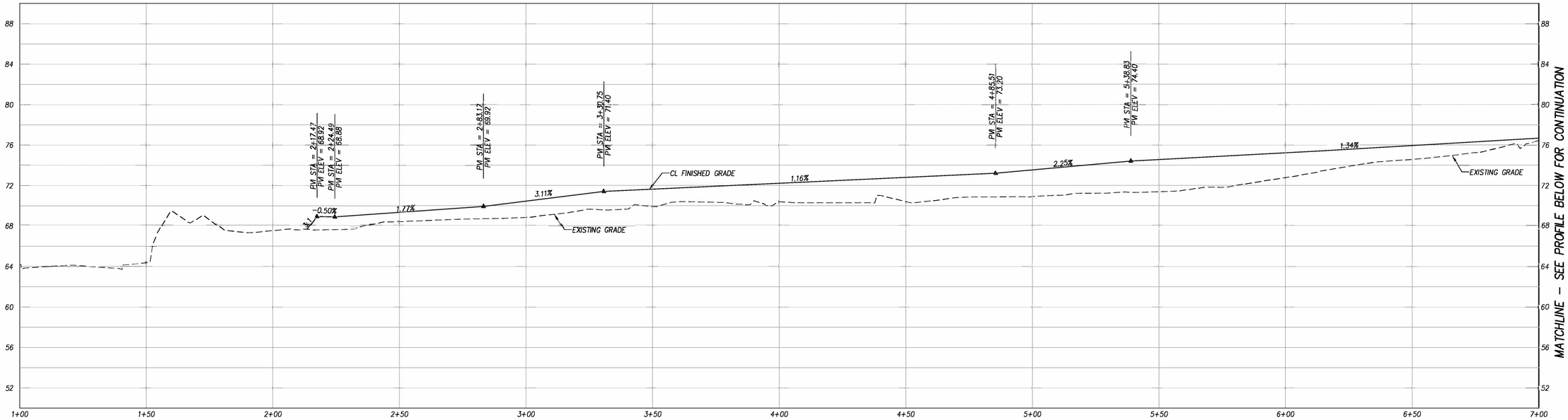
33837 6TH STREET
UNION CITY, CA 94587

APN: MULTIPLE
3321 JESSICA COURT

PRELIMINARY STORMWATER CONTROL PLAN

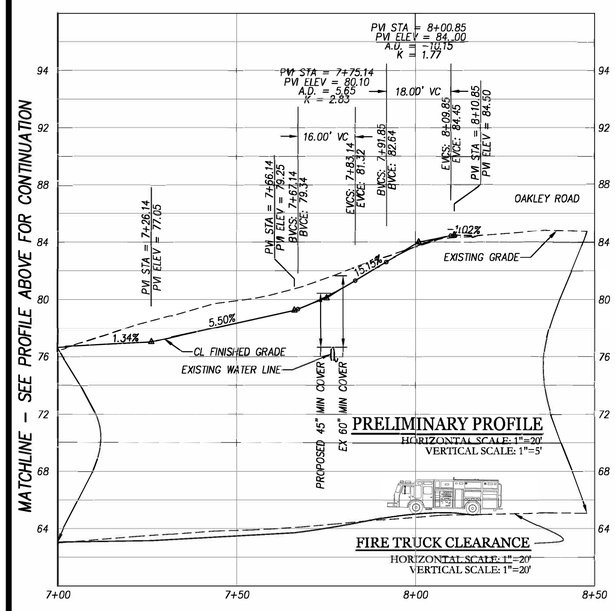
CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM6
6 OF 8 SHEETS
JOB NO. 2022-238



PRELIMINARY PROFILE

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'



PRELIMINARY PROFILE

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=5'

FIRE TRUCK CLEARANCE

HORIZONTAL SCALE: 1"=20'
VERTICAL SCALE: 1"=20'

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GRAPHIC SCALE

30 0 15 30 60 120

(IN FEET)
1 inch = 30 ft.

DATE: MARCH 12, 2025					
SCALE: AS NOTED					
DRAWN: DSK, MTM					
DESIGNED: DSK, MTM					
ENGINEER: DSK					
MANAGER: DSK	NO.	BY	DATE	REVISIONS	CITY APPR

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REGISTERED PROFESSIONAL ENGINEER
DILIP S. KISHNANI
C 51620
STATE OF CALIFORNIA

PREPARED BY:
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33837 6TH STREET
UNION CITY, CA 94587

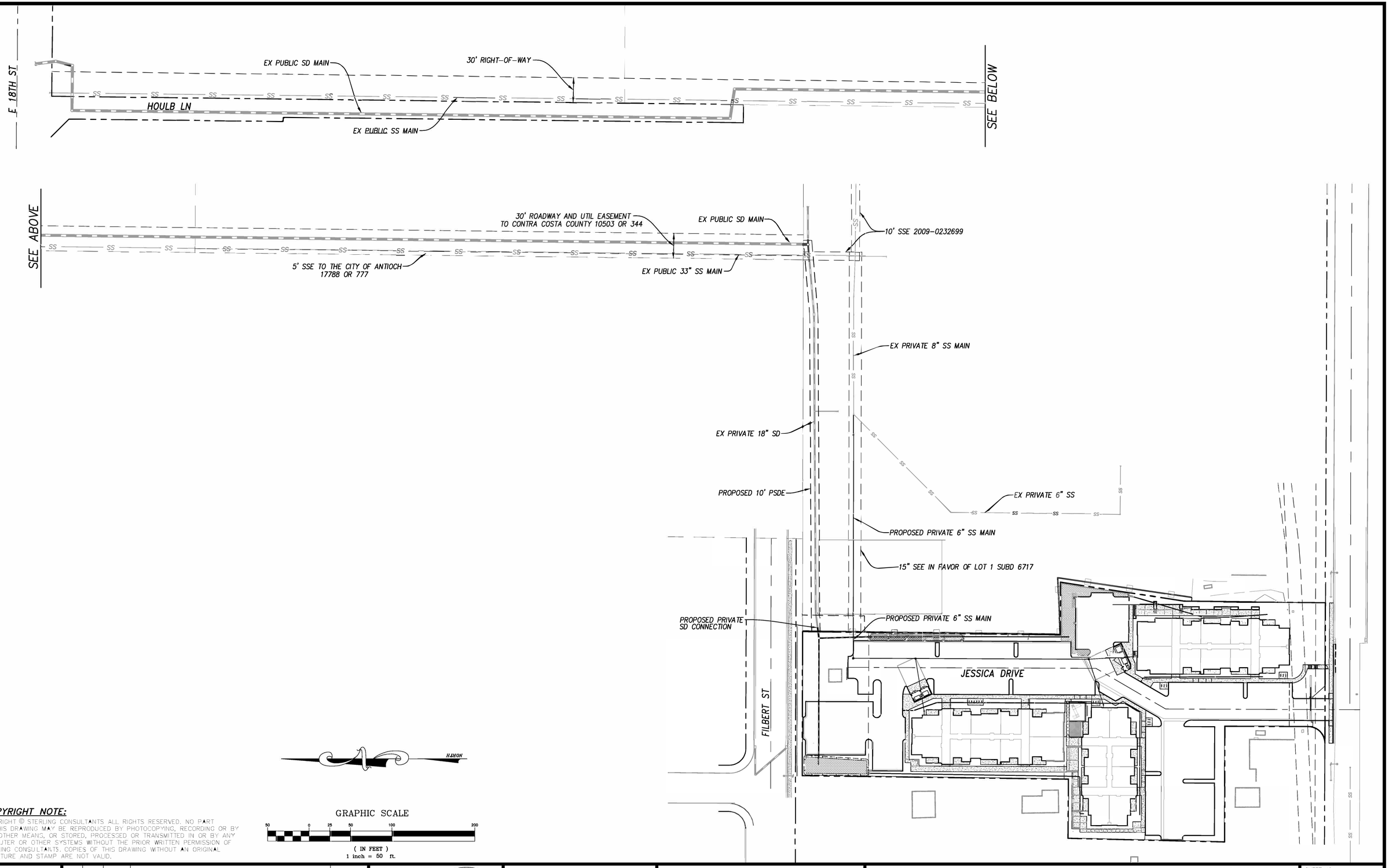
APN: MULTIPLE

3321 JESSICA COURT

PRELIMINARY PROFILE - JESSICA DRIVE (PVT)

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM7
7 OF 8 SHEETS
JOB NO. 2022-238



H.HON

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

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APN: MULTIPLE

3321 JESSICA COURT

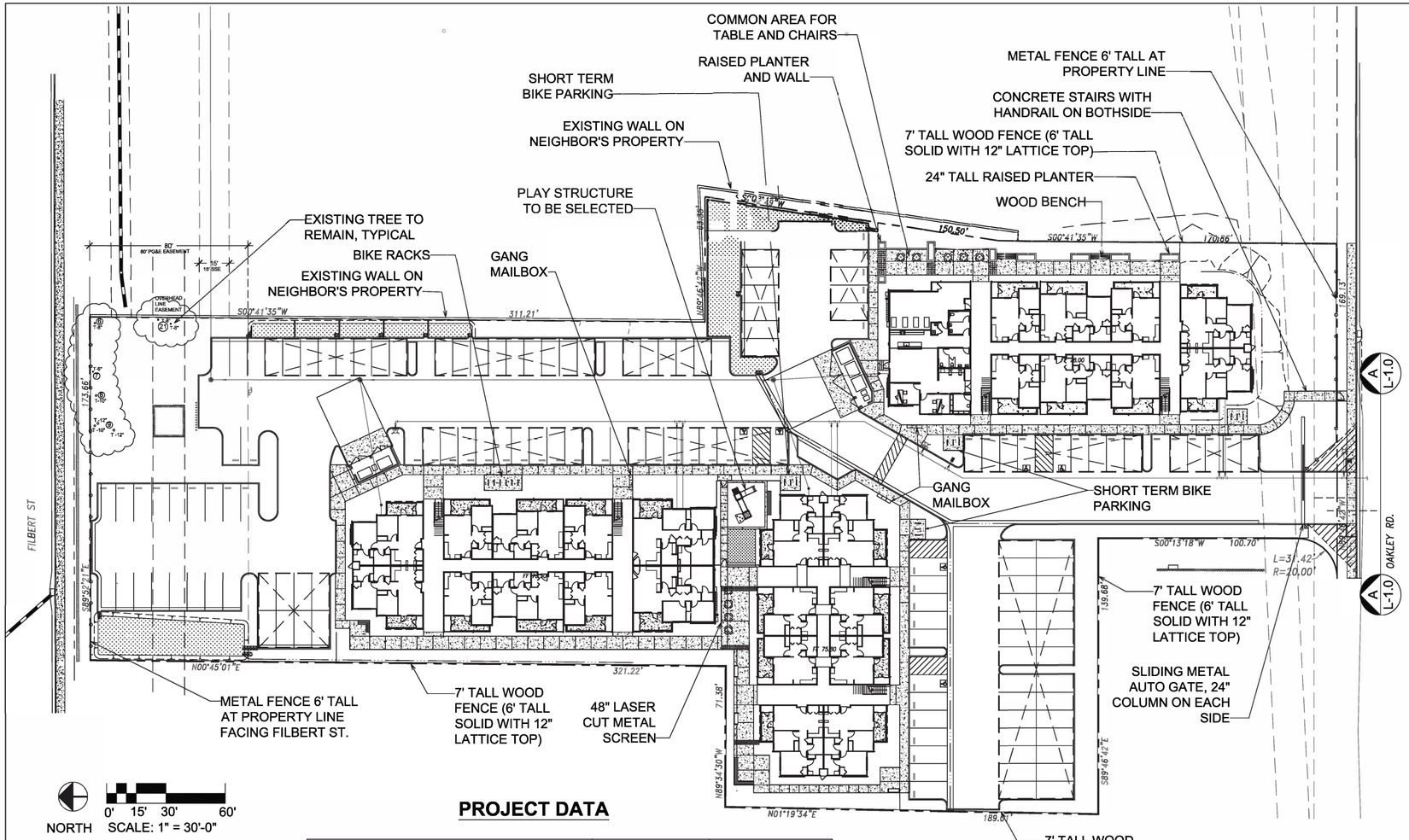
PUBLIC UTILITY EXHIBIT

CITY OF ANTIOCH COUNTY OF CONTRA COSTA CALIFORNIA

SHEET NO. TM8

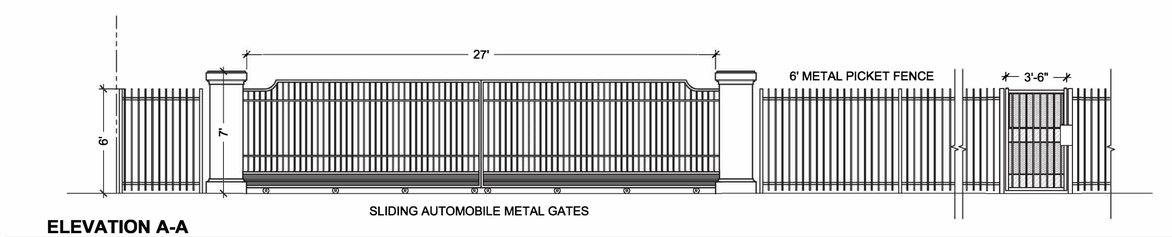
8 OF 8 SHEETS

JOB NO. 2022-238

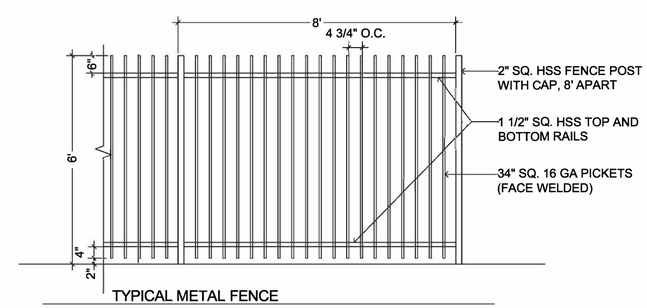


PROJECT DATA

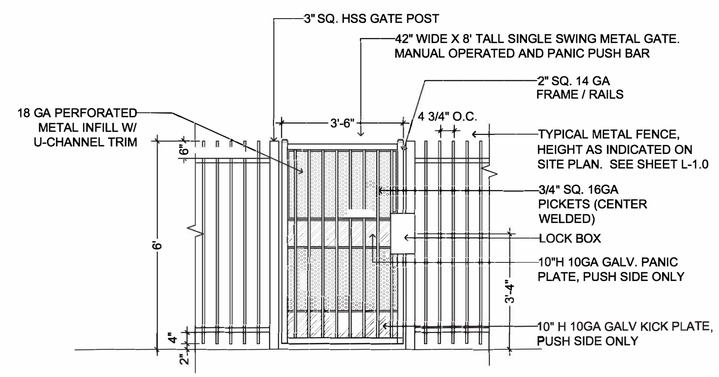
DESCRIPTION	REQUIRED	PROVIDED
TOTAL SITE AREA (130,503 SF)		
TOTAL RESIDENTIAL UNITS		82
TOTAL SHORT TERM BIKE PARKING (EA)	-	36
TOTAL COMMON OPEN SPACE (SF)	8200 SF	12940 SF
TOTAL LANDSCAPE AREA (SF / %)	15% / 19,575 SF	35,994 SF (28%)



ELEVATION A-A
SCALE: 1/4" = 1'-0"



TYPICAL METAL FENCE



TYPICAL 42" WIDE SINGLE SWING PEDESTRIAN GATE

SHEET INDEX:

L-1.0 PRELIMINARY LANDSCAPE PLAN
L-1.1 PRELIMINARY COMMON OPEN SPACE
L-1.2 TREE REMOVAL EXHIBIT
L-2.0 PROPOSED TREE LAYOUT
L-2.1 PROPOSED TREE LAYOUT
L-2.2 PRELIMINARY PLANTING PLAN
L-2.3 PRELIMINARY PLANTING PLAN
L.2.4 MASTER PLANTING LIST AND PLANTING DETAIL

ANYI LANDSCAPE STUDIO
2647 ROYAL ANN DRIVE
UNION CITY, CA 94587
anyihuang@gmail.com
650-533-0107

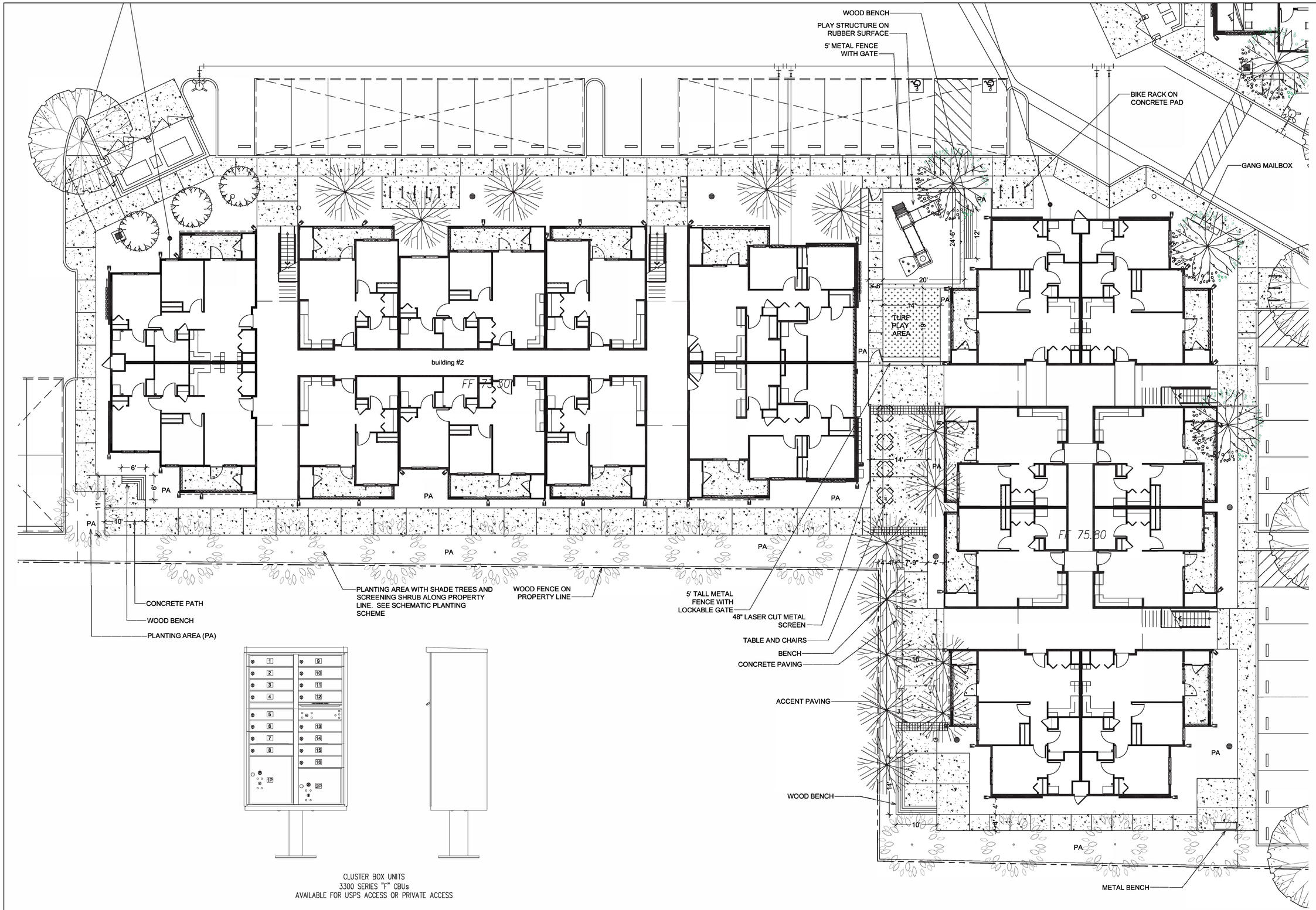
REVISION DATE	NO.
3/21/2024	1
11/12/2024	2

SITE MAP

SHEET TITLE: PRELIMINARY LANDSCAPE PLAN

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

DATE: 6/30/2023
SCALE: 1" = 30'-0"
DRAWN BY: AH
PROJECT # 22036
SHEET L - 1.0
TOTAL SHEETS: 8



CLUSTER BOX UNITS
3300 SERIES "F" CBUs
AVAILABLE FOR USPS ACCESS OR PRIVATE ACCESS

ANYI
LANDSCAPE STUDIO

2647 ROYAL ANN DRIVE
UNION CITY, CA 94587
anyihuang@gmail.com
650-533-0107

REVISION DATE	NO.
3/21/2024	1
11/12/2024	2

SITE MAP

SHEET TITLE: PRELIMINARY COMMON OPEN SPACE

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

DATE: 6/30/2023

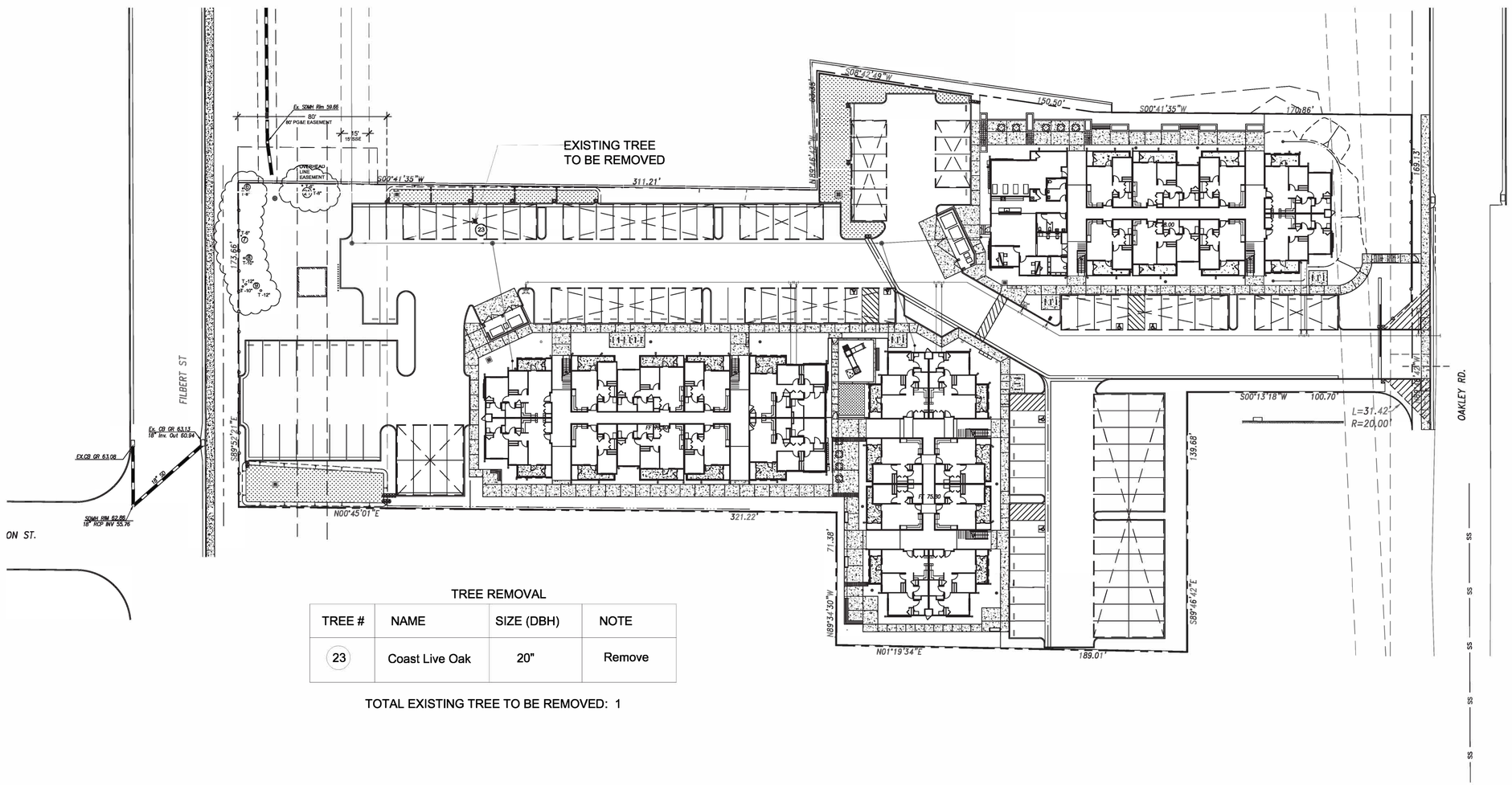
SCALE: 1" = 10'-0"

DRAWN BY: AH

PROJECT # 22036

SHEET L - 1.1

TOTAL SHEETS: 8



TREE REMOVAL

TREE #	NAME	SIZE (DBH)	NOTE
23	Coast Live Oak	20"	Remove

TOTAL EXISTING TREE TO BE REMOVED: 1

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REVISION DATE	NO.
3/21/2024	1
11/12/2024	2

SITE MAP

SHEET TITLE:
TREE REMOVAL EXHIBIT

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

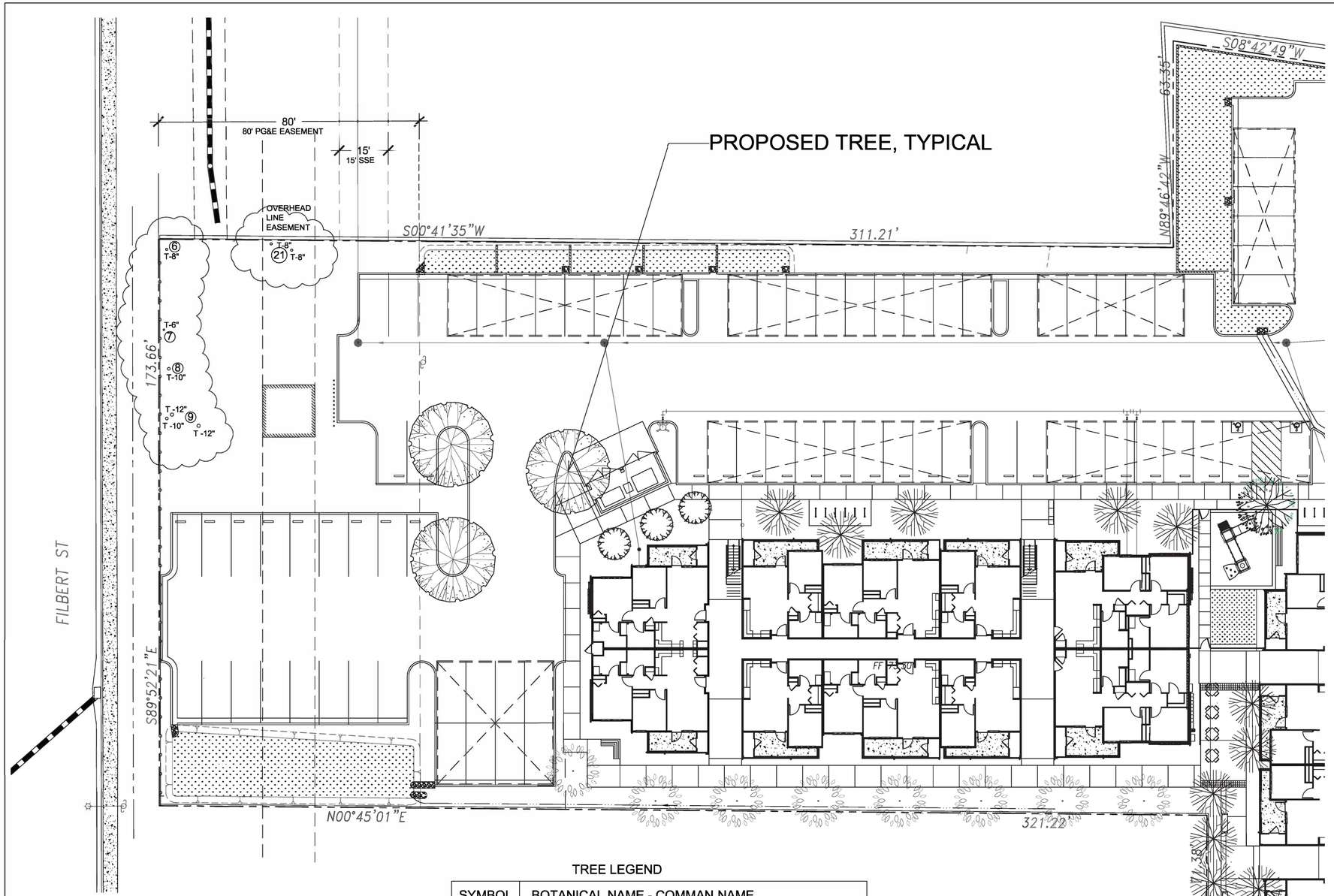
DATE:
6/30/2023

SCALE:
1" = 30'-0"

DRAWN BY:
AH

PROJECT #
22036

SHEET
L - 1.2
TOTAL SHEETS: 8



TREE LEGEND

SYMBOL	BOTANICAL NAME - COMMAN NAME
	Ginkgo biloba 'Princeton Sentry' - Maidenhair Tree
	Lagerstroemia 'Muskogee' - Crape Myrtle
	Lophostemon confertus - Brisbane Box
	Pistache chinensis ' Keith Davey' - Chinese Pistache (Male)
	Tristaniopsis laurina 'Elegant' - Water Gum
	Quercus lobata - Valley Oak

SEE SHEET L-2.2 AND L-2.3 FOR MORE DETAILED PLANTING SCHEME

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REVISION DATE	NO.
3/21/2024	1
11/12/2024	2

SITE MAP

SHEET TITLE: PROPOSED TREES LAYOUT

PROJECT ADDRESS: 3321 JESSICA CT. ANTIOCH, CA 94509

DATE: 6/30/2023

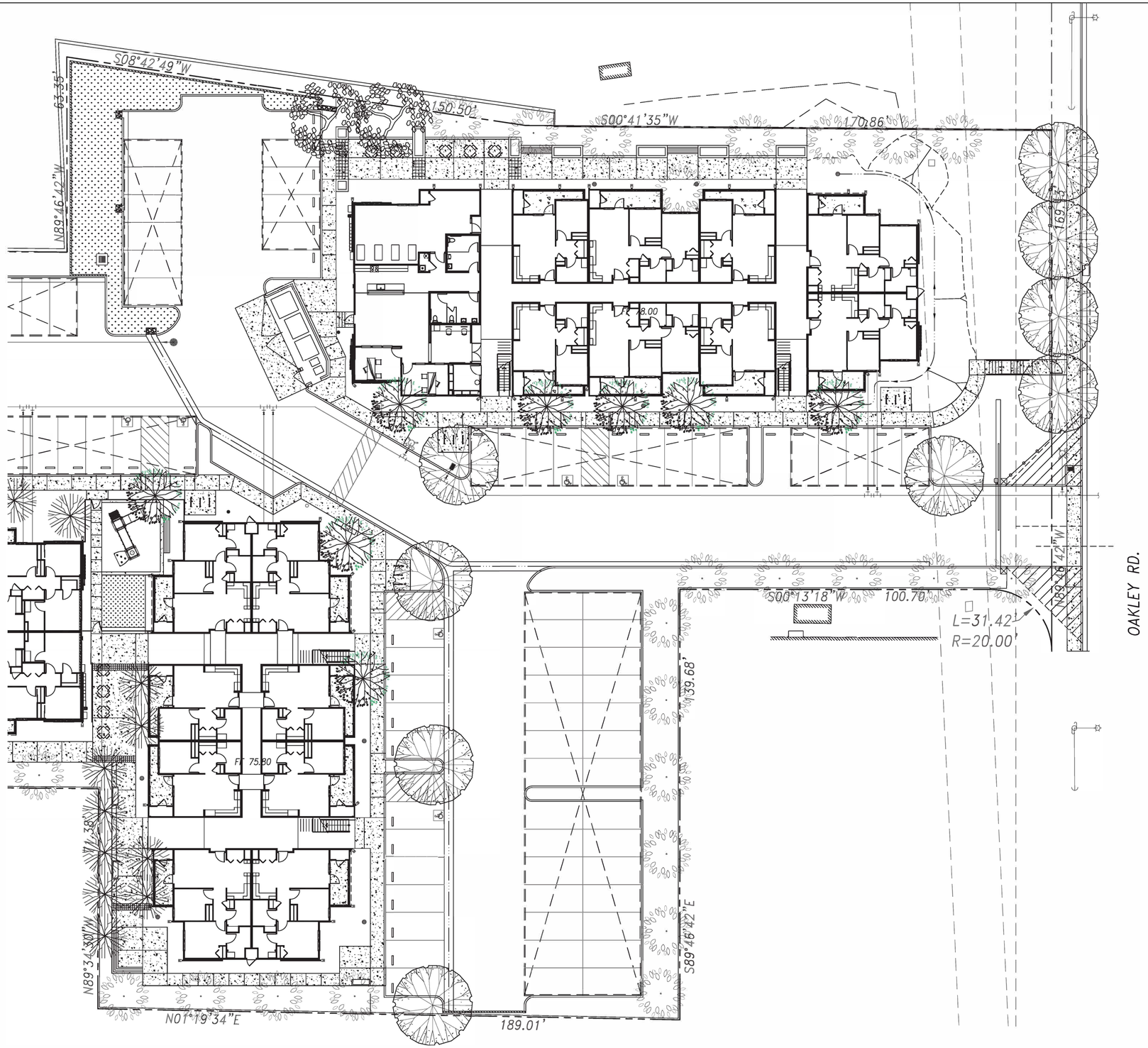
SCALE: 1/16" = 1'-0"

DRAWN BY: AH

PROJECT # 22036

SHEET L - 2.0

TOTAL SHEETS: 8



TREE LEGEND

SYMBOL	BOTANICAL NAME - COMMAN NAME
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	Tristaniopsis laurina 'Elegant' - Water Gum
	Quercus lobata - Valley Oak

SEE SHEET L-2.2 AND L-2.3 FOR
MORE DETAILED PLANTING SCHEME

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REVISION DATE	NO.
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11/12/2024	2

SITE MAP

SHEET TITLE: PROPOSED TREES LAYOUT

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

DATE: 6/30/2023

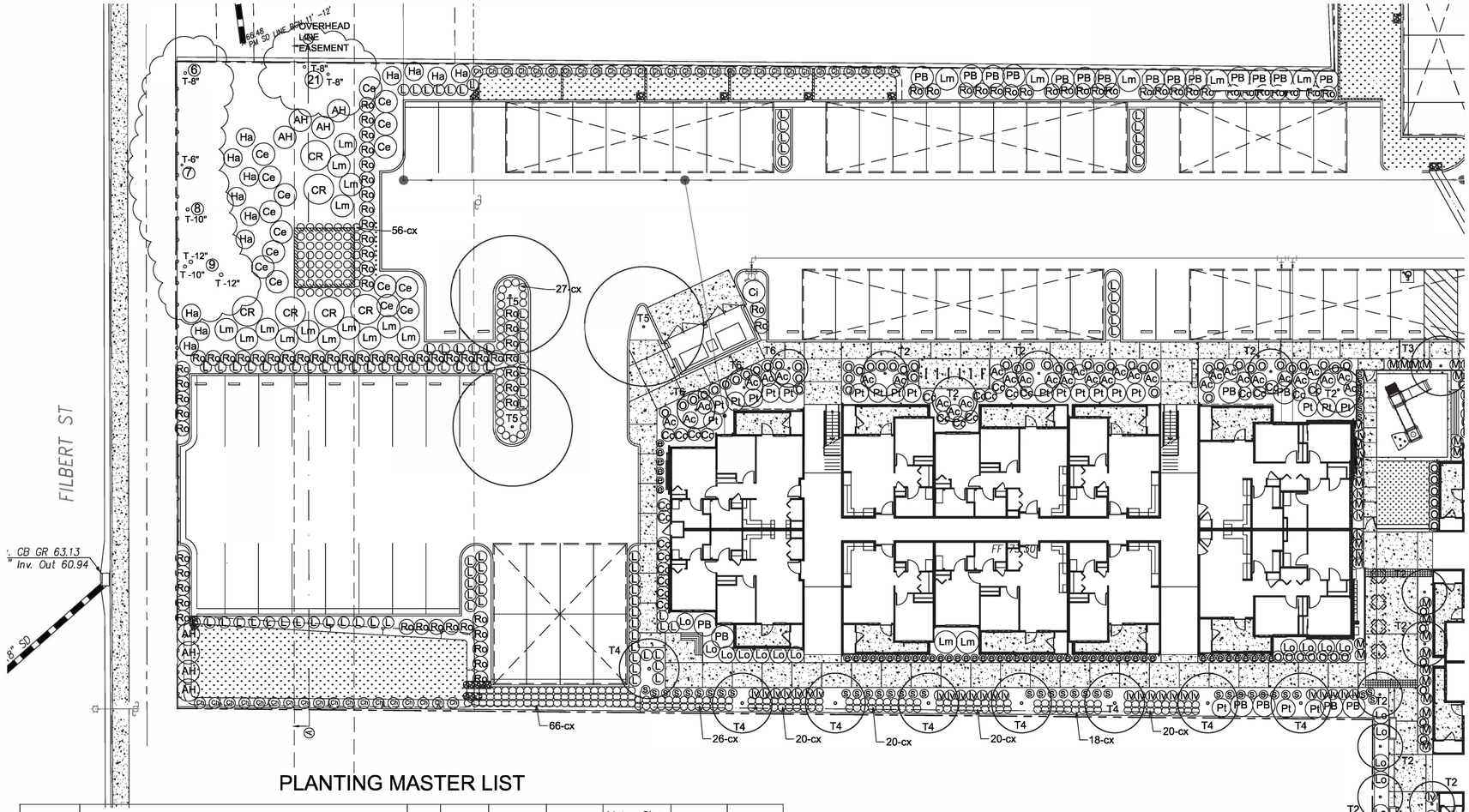
SCALE: 1/16" = 1'-0"

DRAWN BY: AH

PROJECT # 22036

SHEET L - 2.1

TOTAL SHEETS: 8



PLANTING MASTER LIST

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY	SIZE	WUCOLS *	NOTES	Mature Size (HxW)	SPACING	GROWTH RATE (**)
Tree								
T2	Ginkgo biloba 'Princeton Sentry' - Maidenhair Tree	14	24" box	M	standard	65' x 20'	14'	24"-36"
T3	Lagerstroemia 'Muskogee' - Crape Myrtle	7	24" box	L	standard	25' x 25'	see plan	12"-24"
T4	Lophostemon confertus - Brisbane Box	31	24" box	L	standard	50' x 30'	25'	24"-36"
T5	Pistache chinensis ' Keith Davey' - Chinese Pistache (Male)	12	24" box	L	standard	35' x 35'	25'	24"
T6	Tristaniopsis laurina 'Elegant' - Water Gum	3	24" box	L	standard	35' x 25'	see plan	12"
Shrub								
Ac	Acacia cognata 'Cousin Itt' - Cousin Itt Dwarf River Wattle	35	5 gallon	L		2' x 5'		
AH	Arctostaphylos d. 'Howard McMinn' - Vine Hill Manzanita	34	5 gallon	L		5' x 8'		
AP	Arctostaphylos 'Pacific Mist' - Pacific Mist Manzanita	33	5 gallon	L		7' x 7'		
Cc	Nandina domestica - Heavenly bamboo	40	5 gallon	L		6' x 3'		
CR	Ceanothus 'Ray Hartman' - Ray Hartman Ceanothus	9	15 gallon	L		15' x 10'		
Ci	Cistus 'Sunset' - Sunset Rockrose	5	5 gallon	L		2' x 6'		
e	Euonymus japonicus 'Green Spire' - Evergreen Euonymus	86	5 gallon	L		6' x 2'		
Ha	Heteromeles arbutifolia - Toyon	28	15 gallon	L		10' x 8'		
Lm	Lavatera maritima - Tree Mallow	27	5 gallon	L		6' x 5'		
lv	Lavendula X allardii 'Meerlo' - Variegated Lavender	125	5 gallon	L		2' x 3'		
Lo	Loropetalum chinensis 'Razzleberri' - Razzleberri Fringe Flower	59	5 gallon	L		6' x 5'		
Mc	Myrica californica - Pacific Wax Myrtle	44	15 gallon	L		20' x 10'		
M	Myrtus communis 'Compacta Variegata' - Compact Variegated Myrtle	94	5 gallon	L		3' x 3'		
P	Perovskia atriplicifolia 'Blue Mist' - Russian Sage	30	5 gallon	L		3' x 3'		
Rv	Ribes viburnifolium - Evergreen Current	3	5 gallon	L		3' x 5'		
Ro	Rosmarinus officinalis 'Tuscan Blue' - Rosemary	142	5 gallon	L		5' x 3'		
o	Pittosporum tobira 'Turner's Variegated Dwarf' - Dwarf Tobira	71	5 gallon	L		2' x 3'		
Pt	Pittosporum tobira 'Variegated' - Variegated Mock Orange	30	5 gallon	L		6' x 5'		
PB	Prunus caroliniana 'Bright 'N Tight' - Bright 'N Tight Cherry Laurel	32	15 gallon	L		10' x 8'		
s	Salvia microphylla 'Hot Lips' - Hot Lips Salvia	65	5 gallon	L		2' x 4'		
SL	Salvia leucantha 'Santa Barbara' - Mexican Sage	21	5 gallon	L		3' x 4'		
sc	Santolina chamaecyparissus - Lavender Cotton	25	5 gallon	L		2' x 2'		
Groundcover								
Ce	Ceanothus 'Anchor Bay' - Wild Lilac	50	5 gallon	L		2' x 8'		
Ornamental Grass								
○ cx	Carex tumulicola - Foothill Sedge	272	1 gallon	L		1' x 2'	2'	
L	Lomandra longifolia 'Lime Tuff' - Dwarf Mat Rush	267	1 gallon	L		2' x 3'	3'	
Ch	Chondropetalum tectorum - Small Cap Rush	47	1 gallon	L		3' x 3'	4'	
Sod								
	Biofiltration Sod - Delta Bluegrass Co.		—	L				
	Native Mow Free Sod - Delta Bluegrass Co.		—	L				

Sod:

1. Native Mow Free Sod from Delta Bluegrass Co. contains:
   - Festuca rubra - Molate Fescue,
   - Festuca idahoensis - Idaho Fescue,
   - Festuca occidentalis - Western Mokelumne Fescue.

2. Biofiltration Sod from Delta Bluegrass Co. contains:
   - Nassella pulchra - Purple needlegrass
   - Festuca rubra - Molate Fescue
   - Hordeum californicum - California Barley
   - Hodreum brachyantherum - Meadow Barley

* WUCOLS CATEGORIES OF WATER NEEDS: VL = VERY LOW, L = LOW WATER USE, M = MODERATE WATER USE

** Average growth rate per year for screening trees and shrubs.

PLANTING NOTE:

1. Before planting till the following materials into the top 6" of soil (for each 1,000 S.F.):
   a. 6 cubic yards green waste compost
   b. 10 LB fertilizer (N16/P6/K8) w/ 2% iron
   c. 5 LB sulfate of ammonia
2. Mulch all exposed soil surfaces of the planting areas, except within bioretention areas, with a 3" thick layer of medium recycled wood chips, color 'Dark Brown'. In bioretention areas mulch planting area with a 3" thick layer of non-floatable mulch such as organic biorention mulch from Zanker Landscape Materials.
3. For trees, nursery stakes shall be removed at the time of planting. Stake each tree using 2 lodge poles and rubber tree ties.
4. The Landscape Architect and the Owner reserve the right to reject any or all plant material, if such material does not meet the American Standards for Nursery Stock (ANSI). Plant materials shall be guaranteed against latent defects, injuries, pests, diseases or death of plants due to improper planting. The Contractor shall promptly replace plants that have died or are not in a vigorous, healthy condition with plants of the same kind and size as originally specified at no expense to the Owner.
5. Landscape Architect to approve plant locations prior to planting.
6. The Contractor shall be responsible to continuously maintain grades, plant material, and irrigation through the maintenance period until final acceptance of the work by the Owner.
7. The Contractor shall be responsible for the adequate protection of the improvements. Damaged areas, such as sprinkler heads or plant materials, shall be replaced or repaired at no additional expense to the Owner.

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REVISION DATE	NO.
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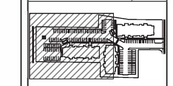
11/12/2024	2



SITE MAP

SHEET TITLE: PRELIMINARY PLANTING PLAN

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

DATE: 6/30/2023

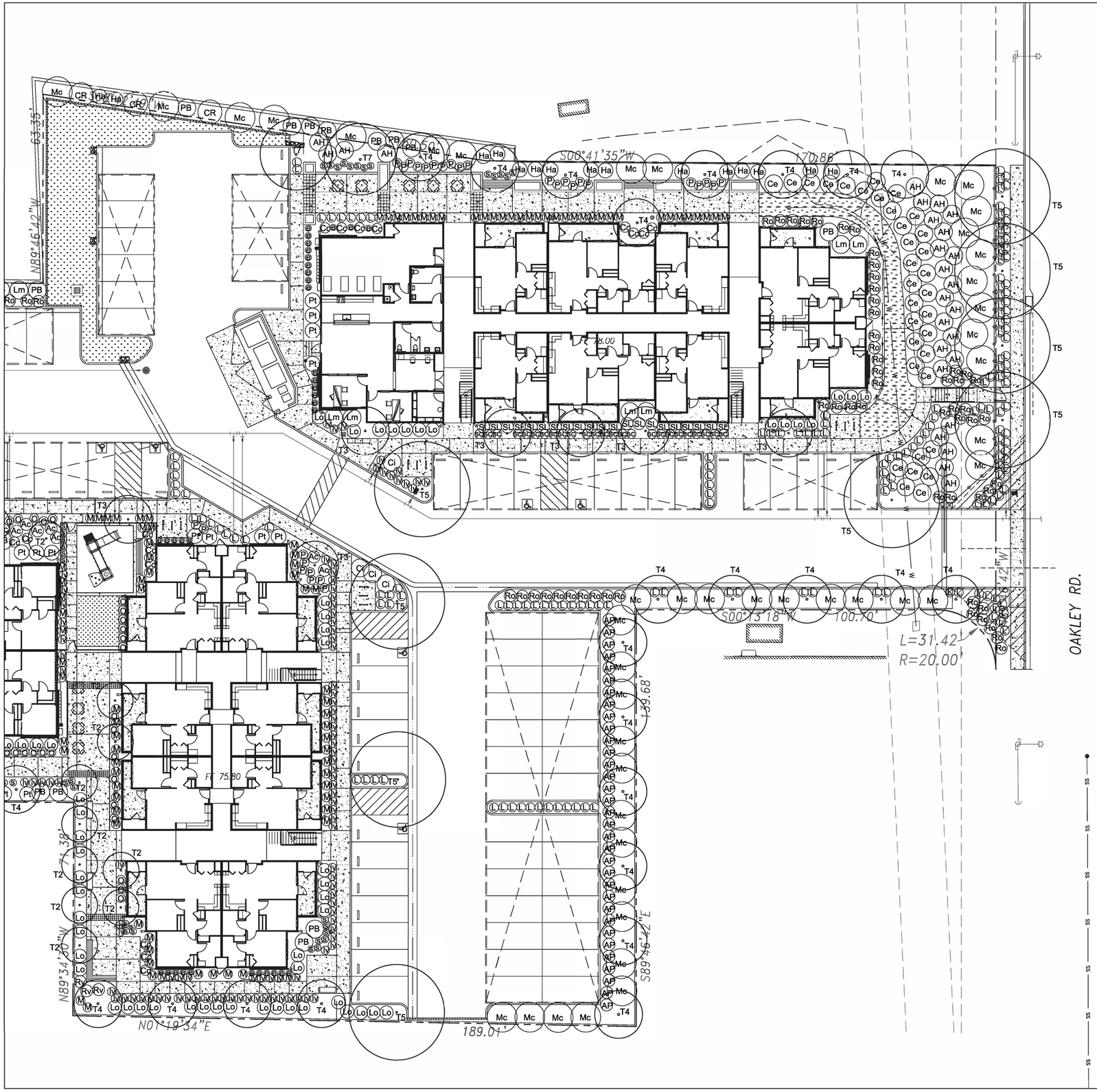
SCALE: 1/16" = 1'-0"

DRAWN BY: AH

PROJECT # 22036

SHEET L - 2.2

TOTAL SHEETS: 8



PLANTING LEGEND

SYMBOL	BOTANICAL NAME - COMMON NAME	SIZE	NOTES
Tree			
T2	Ginkgo biloba 'Princeton Sentry' - Maidenhair Tree	24" box	standard
T3	Lagerstroemia 'Muskogee' - Crape Myrtle	24" box	standard
T4	Lophostemon confertus - Brisbane Box	24" box	standard
T5	Pistache chinensis ' Keith Davey' - Chinese Pistache (Male)	24" box	standard
T6	Tristaniopsis laurina 'Elegant' - Water Gum	24" box	standard
Shrub			
Ac	Acacia cognata 'Cousin Itt' - Cousin Itt Dwarf River Wattle	5 gallon	
AH	Arctostaphylos d. 'Howard McMinn' - Vine Hill Manzanita	5 gallon	
AP	Arctostaphylos 'Pacific Mist' - Pacific Mist Manzanita	5 gallon	
Cc	Carpenteria californica - Bush Anemone	5 gallon	
CR	Ceanothus 'Ray Hartman' - Ray Hartman Ceanothus	15 gallon	
Ci	Cistus 'Sunset' - Sunset Rockrose	5 gallon	
e	Euonymus japonicus 'Green Spire' - Evergreen Euonymus	5 gallon	
Ha	Heteromeles arbutifolia - Toyon	15 gallon	
Lm	Lavatera maritima -Tree Mallow	5 gallon	
lv	Lavendula X allardii 'Meerlo' - Variegated Lavender	5 gallon	
Lo	Loropetalum chinensis 'Razzleberri' - Razzleberri Fringe Flower	5 gallon	
Mc	Myrica californica - Pacific Wax Myrtle	15 gallon	
M	Myrtus communis 'Compacta Variegata' - Compact Variegated Myrtle	5 gallon	
o	Perovskia atriplicifolia 'Blue Mist' - Russian Sage	5 gallon	
Rv	Ribes viburnifolium - Evergreen Current	5 gallon	
Ro	Rosmarinus officinalis 'Tuscan Blue' - Rosemary	5 gallon	
P	Pittosporum tobira 'Turner's Variegated Dwarf' - Dwarf Tobira	5 gallon	
Pt	Pittosporum tobira 'Variegated' - Variegated Mock Orange	5 gallon	
PB	Prunus caroliniana 'Bright 'N Tight' - Bright 'N Tight Cherry Laurel	15 gallon	
s	Salvia microphylla 'Hot Lips' - Hot Lips Salvia	5 gallon	
SL	Salvia leucantha 'Santa Barbara' - Mexican Sage	5 gallon	
sc	Santolina chamaecyparissus - Lavender Cotton	5 gallon	
Groundcover			
Ce	Ceanothus 'Anchor Bay' - Wild Lilac	5 gallon	
Ornamental Grass			
○ cx	Carex tumulicola - Foothill Sedge	1 gallon	
L	Lomandra longifolia 'Lime Tuff' - Dwarf Mat Rush	1 gallon	
Ch	Chondropetalum tectorum - Small Cap Rush	1 gallon	
Sod			
	Biofiltration Sod - Delta Bluegrass Co.	—	
	Native Mow Free Sod - Delta Bluegrass Co.	—	

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REVISION DATE	NO.
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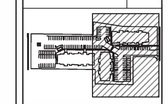
11/12/2024	2



SITE MAP

SHEET TITLE: PRELIMINARY PLANTING PLAN

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

DATE: 6/30/2023

SCALE: 1/16" = 1'-0"

DRAWN BY: AH

PROJECT # 22036

SHEET L - 2.3

TOTAL SHEETS: 8

PLANTING MASTER LIST

SYMBOL	BOTANICAL NAME - COMMON NAME	QTY	SIZE	WUCOLS *	NOTES	Mature Size (HxW)	SPACING	GROWTH RATE (**)
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Sod								
	Biofiltration Sod - Delta Bluegrass Co.		—	L				
	Native Mow Free Sod - Delta Bluegrass Co.		—	L				

Sod:

1. Native Mow Free Sod from Delta Bluegrass Co. contains:
   - Festuca rubra - Molate Fescue,
   - Festuca idahoensis - Idaho Fescue,
   - Festuca occidentalis - Western Mokelumne Fescue.

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* WUCOLS CATEGORIES OF WATER NEEDS: VL = VERY LOW, L = LOW WATER USE, M = MODERATE WATER USE

** Average growth rate per year for screening trees and shrubs.

PLANTING NOTE:

1. Before planting till the following materials into the top 6" of soil (for each 1,000 S.F.):
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2. Mulch all exposed soil surfaces of the planting areas, except within bioretention areas, with a 3" thick layer of medium recycled wood chips, color 'Dark Brown'. In bioretention areas mulch planting area with a 3" thick layer of non-floatable mulch such as organic biorention mulch from Zanker Landscape Materials.
3. For trees, nursery stakes shall be removed at the time of planting. Stake each tree using 2 lodge poles and rubber tree ties.
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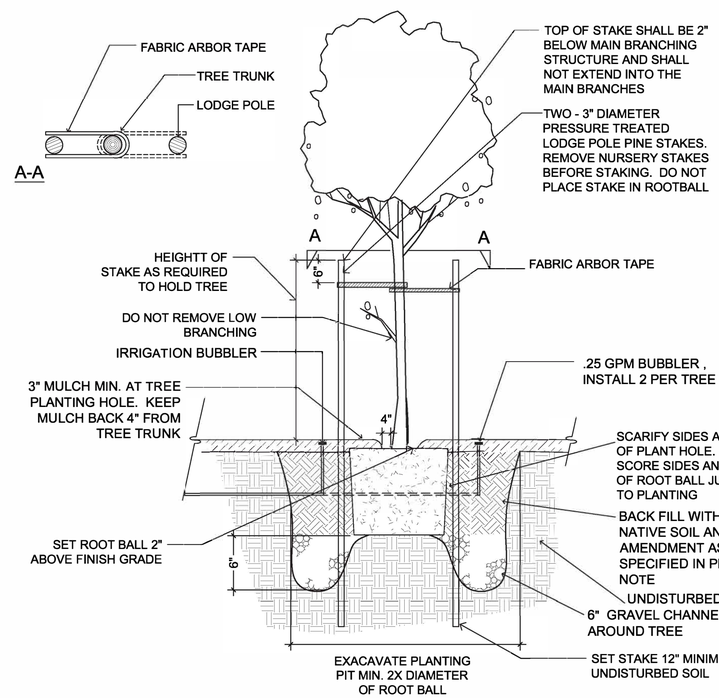

TREE PLANTING DETAIL

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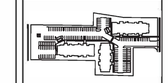


SITE MAP

SHEET TITLE: PLANTING MASTER LIST AND PLANTING DETAIL

PROJECT ADDRESS:
3321 JESSICA CT.
ANTIOCH, CA 94509

DATE: 6/30/2023

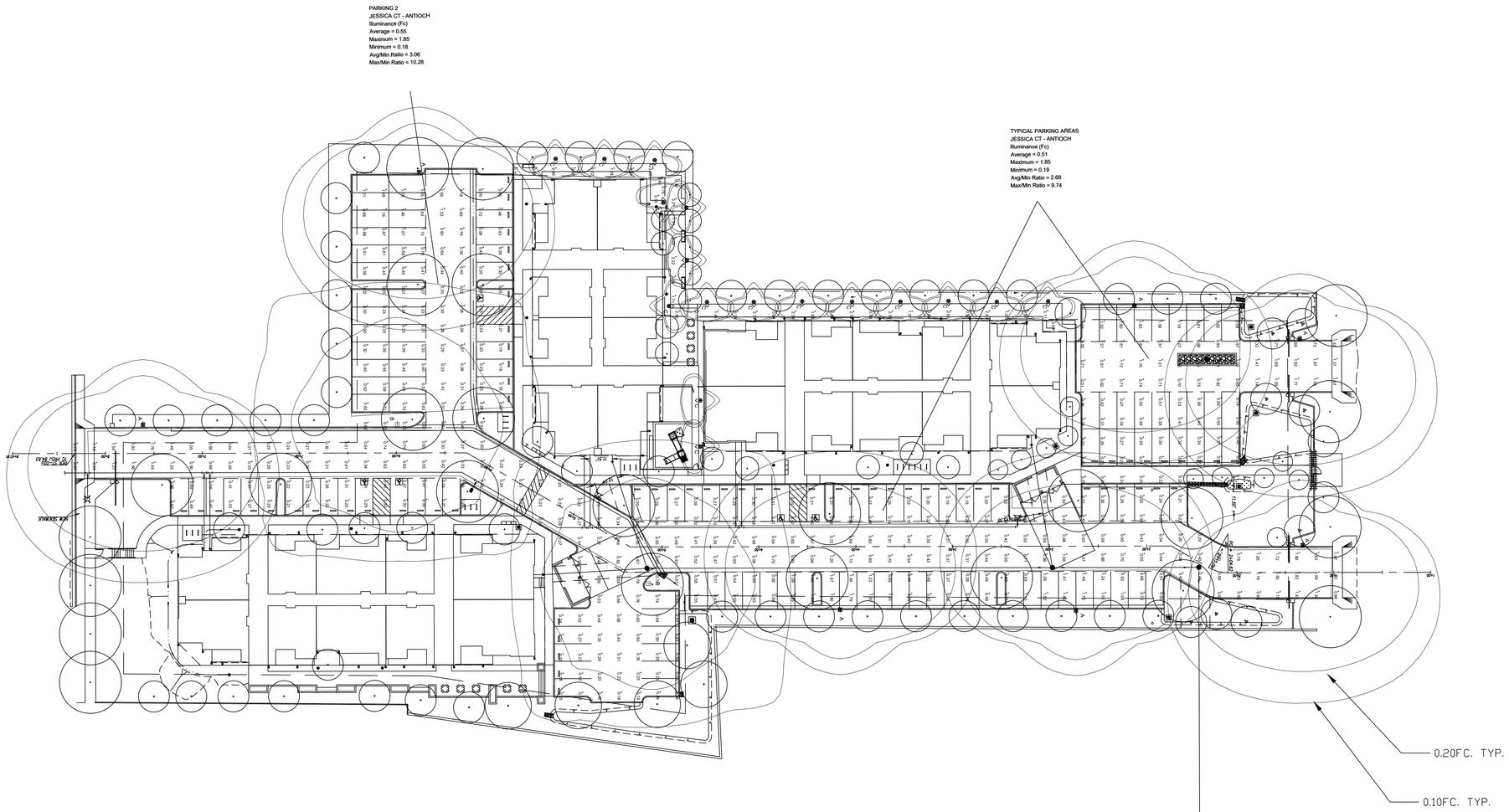
SCALE:

DRAWN BY: AH

PROJECT # 22036

SHEET L - 2.4

TOTAL SHEETS: 8



Luminaire Schedule - LED								
Project: JESSICA CT - ANTIOCH								
Symbol	Qty	Label	Arrangement	LLF	Luminaire Lumens	Luminaire Watts	Description	Filename
	7	A	Single	0.900	7431	41.88	GARDCO OPF-S-A01-740-T4M @ 25'	OPF-S-A01-740-T4M.ies
	2	B	Single	0.900	7322	41.88	GARDCO OPF-S-A01-740-T5W @ 25'	OPF-S-A01-740-T5W.ies
	17	C	Single	0.900	492	6.1	GARDCO PBL-42-14L-100-NW-G2-3-UNV	PBL-14L-100-NW-G2-3-UNV.ies

Calculation Summary								
Project: JESSICA CT - ANTIOCH								
Description	CalcType	Units	Avg		Max	Min	Avg/Min	Max/Min
PATHWAYS	Illuminance	Fc	1.49		3.55	0.10	14.90	35.50
MAIN DRIVE AISLE	Illuminance	Fc	0.65		1.90	0.20	3.25	9.50
TYPICAL PARKING AREAS	Illuminance	Fc	0.51		1.85	0.19	2.68	9.74
PARKING 2	Illuminance	Fc	0.55		1.85	0.18	3.06	10.28

ALL VALUES SHOWN ARE MAINTAINED HORIZONTAL FOOTCANDLES AT GRADE

PHOTOMETRIC DATA USED AS INPUT FOR THESE CALCULATIONS IS BASED ON ESTABLISHED IES PROCEDURES AND PUBLISHED LAMP, RATINGS, FIELD PERFORMANCE WILL DEPEND ON ACTUAL LAMP, BALLAST, ELECTRICAL, AND SITE CHARACTERISTICS.

Calculations have been performed according to IES standards and good practice. Some differences between measured values and calculated results may occur due to tolerances in calculation methods, testing procedures, component performance, measurement techniques and field conditions such as voltage and temperature variations. Input data used to generate the attached calculations such as room dimensions, reflectances, furniture and architectural elements significantly affect the lighting calculations. If the real environment conditions do not match the input data, differences will occur between measured values and calculated values.

Associated Lighting Representatives, Inc.

ASSOCIATED LIGHTING REPRESENTATIVES, INC
7777 PARDEE LANE
P.O. BOX 2265
OAKLAND, CA 94621
PHONE: (510) 638-0158 - FAX (510) 638-2908

REPORT FOR: SDG ARCHITECTS
BY: APPLICATIONS ENGINEERING; RAMON ZAPATA
SALES REPRESENTATIVE: ALR; KRISTIAN REYES

AGI32 VERSION 20.1
AGI (C) 2021 LIGHTING ANALYSTS, INC.
10268 W. CENTENNIAL ROAD, SUITE 202
LITTLETON, CO 80127

PROJECT DESCRIPTION

JESSICA COURT
CITY OF OAKLEY

DRAWING NO. / INPUT FILE
22020REY.DWG / 22020REY.A32

SCALE	SHEET	DATE	REV
1" = 30'	1 OF 1	06.22.2023	X

EXHIBIT B:
CONDITIONS OF APPROVAL
JESSICA COURT MULTIFAMILY PROJECT
DR2023-0005

GENERAL CONDITIONS

1. **Project Approval.** This Design Review and Vesting Tentative Map for Condominium Purposes approval is for the Jessica Court Multifamily Project located at Jessica Court (APN: 051-390-006, 051-390-005, 051-390-004, 051-390-003; 051-390-002, 051-390-001, 051-390-016, 051-390-011; 051-390-010, 051-390-009), as substantially shown and described on the project plans dated received December 12, 2024 and April 10, 2025 as presented to the Planning Commission on May 7, 2027 ("Approval Date"), except as required to be modified by conditions herein. For any condition herein that requires preparation of a final plan where the project applicant has submitted a conceptual plan, the project applicant shall submit final plan(s) in substantial conformance with the conceptual plan, but incorporate the modifications required by the conditions herein for approval by the City of Antioch ("City").

2. **Project Approval Expiration.** This approval expires on June 10, 2027 (two years from the date on which this approval becomes effective), or at an alternate time specified as a condition of approval, unless a building permit has been issued and construction diligently pursued. All approval extensions shall be processed as stated in the Antioch Municipal Code.

3. **Appeals.** Pursuant to Antioch Municipal Code § 9-5.2509, any decision made by the Planning Commission which would otherwise constitute final approval or denial may be appealed to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk within five (5) working days after the decision. All appeals to the City Council from the Planning Commission shall be accompanied by a filing fee established by resolution of the City Council.

4. **Requirement for Building Permit.** Approval granted by the Planning Commission does not constitute a building permit or authorization to begin any construction or demolition of an existing structure. An appropriate permit issued by the Community Development Department must be obtained before constructing, enlarging, moving, converting, or demolishing any building or structure within the City.

5. **Modification of Approved Plans.** The project shall be constructed as approved and with any additional changes required pursuant to the Zoning Administrator or Planning Commission, city council or as stated in these Conditions of Approval. Planning staff may approve minor modifications to the project design as outlined in Antioch Municipal Code § 9-5.2708.

6. **Hold Harmless Agreement/Indemnification.** The applicant (including any agent thereof) shall defend, indemnify, and hold harmless, the City of Antioch, its agents, and employees, from any claim, action, or proceeding against the City or its agents, officers or employees to attack, set aside, void, or annul the City's approval

concerning this application. The city will promptly notify the applicant of any such claim, action, or proceeding and cooperate fully in the defense.

7. **Final Approval.** A final and unchallenged approval of this project supersedes any previous approvals that have been granted for this site.

8. **Compliance Matrix.** With the submittal of all grading plans, improvement plans, and building permit plans, the applicant shall submit to the Community Development Department a Conditions of Approval and Mitigation Measures compliance matrix that lists: each Condition of Approval and Mitigation Measure, the City division responsible for review, and how the applicant meets the Condition of Approval or Mitigation Measure. The applicant shall update the compliance matrix and provide it with each submittal for building permit.

FEES

9. **City Fees.** The applicant shall pay all City and other related fees applicable to the property, as may be modified by the conditions herein. Fees shall be paid before issuance of said building permit or before issuance of prorated certificates of occupancy. Notice shall be taken specifically of plan check, engineering, fire, and inspection fees. The project applicant shall also reimburse the City for direct costs of Planning, Building and Engineering Division plan check and inspection, as mutually agreed between the City and applicant.

   No permits or approvals, whether discretionary or mandatory, shall be considered if the applicant is not current on payment fees, balances, and reimbursements that are outstanding and owed to the City.

10. **Pass-Through Fees.** The applicant shall pay all pass-through fees. Fees include but are not limited to:
    - **a.** East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fee in effect at the time of building permit issuance.
    - **b.** Contra Costa County Fire Protection District Fire Development Fee in effect at the time of building permit issuance.
    - **c.** Contra Costa County Map Maintenance Fee in effect at the time of recordation of the final map(s).
    - **d.** Contra Costa County Flood Control District Drainage Area Fee.
    - **e.** School Impact Fees.
    - **f.** Delta Diablo Sanitation Sewer Fees.
    - **g.** Contra Costa Water District Fees.

11. **Proof of Community Facilities District (CFD) Annexation.** Concurrent with, or prior to submittal of the Final tract Map, the applicant shall submit evidence of annexation into all required districts, including:

a. The applicant shall annex into the existing Community Facilities District (CFD) 2018-02 (Police Protection) or the most current CFD. This evidence of annexation shall be obtained prior to occupancy of the first building unit.

b. The applicant shall annex into the Public Services District (Public Services) CFD 2018-01, or the most current CFD, and accept a level of annual assessments sufficient to maintain public facilities in the vicinity of the project area, at no cost to the City. The annual assessment shall cover the actual annual cost of public services as described in the Engineer's Report. This annexation shall be obtained prior to occupancy of the first building unit.

c. The applicant shall annex into the Fire Services District CFD 2022-1 (Antioch Fire Protection and Emergency Response Services). This CFD is administered by the Contra Costa County Fire Protection District. To comply with this condition, the applicant must provide the City proof of annexation by furnishing a copy of the resolution passed by the County Board of Supervisors prior to occupancy of the first building unit.

VESTING TENTATIVE MAP

12. **Subdivision Map Act Compliance.** A Vesting Tentative Map is part of this development application and final tract map approval is subject to the timelines established in the State of California Subdivision Map Act or as extended by a Development Agreement. The Developer shall submit final tract map for city review and approval with building permit review. The tract map shall be recorded prior to occupancy of the first building unit.

13. **Tract Map Approval.** Tract Map approval is granted based on substantial conformance with the Vesting Tentative Map prepared on February 24, 2025 and received by the Community Development Department on February 24, 2025.

    Approval of the Vesting Tentative Map shall not constitute the approval of any improvements on the Vesting Tentative Map and shall not be construed as a guarantee of future extension or reapprovals of this or similar maps, nor is it an indication of future availability of water or sewer facilities or permission to develop beyond the capacities of these facilities.

14. **Covenants, Conditions and Restrictions (CC&Rs).** Prior to filing the final map, the applicant shall provide draft CC&Rs to the City for review and approval. The applicant shall incorporate City comments into the application to the State or provide documentation acceptable to the City for omitting the comments. Prior to issuance of the first unit certificate of occupancy, the applicant shall provide written confirmation of State approval of the CC&Rs as outlined in the Development Agreement or as approved by the Community Development Director.

PUBLIC WORKS' STANDARD CONDITIONS

15. **City Standards.** All proposed improvements shall be designed and constructed to City standard plans, checklists, design criteria or city ordinances or as otherwise approved by the City Engineer in writing. The applicant shall file for a City encroachment permit for all improvements within the public right of way, a grading permit for grading of the site, and a building permit for all buildings and utilities to be installed on the site prior to construction.

16. **Required Easements and Rights-of-Way.** All required access and utility easements and/or rights-of-way dedications for public improvements shall be obtained by the applicant at no cost to the City of Antioch prior to, or concurrently with the recordation of the final tract map or separate recorded documents as approved by the City Engineer and recorded prior to occupancy. All existing easements to remain shall be identified on the site plan and all improvements that encroach into existing easements or private properties shall be submitted to the easement and/or property holder for review and written approval prior to occupancy.

17. **Removal of Vacated Easements.** All existing easements of record that are no longer required and will affect new parcels within this project shall be removed prior to, or concurrently with the recordation of the final tract map or subsequent final maps or separate recorded documents shall be provided to the city as approved by the City Engineer.

18. **Line of Sight Triangles.** Safe line of sight triangles shall be maintained per Antioch Municipal Code § 9-5.1101, Site Obstructions at Intersections, or as approved by the City Engineer. All Landscaping, structures and signage shall not restrict the safe line of sight at intersections of streets, driveways, and parking lots to the satisfaction of the City Engineer prior to occupancy.

19. **Utility Construction.** Relocation of all existing public utilities and construction of new public and private utilities shall be completed to their ultimate size and configuration, as shown on the preliminary entitlement plan documents submitted to the City for review, shall be designed prior to building permit and constructed prior to occupancy of the first building.

20. **Utility Undergrounding.** Prior to the final occupancy permit, all existing overhead utilities (e.g., transformers and PMH boxes), crossing the project or along project frontage except existing PG&E towers (or other utilities as approved by the City Engineer), shall be undergrounded and electrical lines and electrical equipment shall located subsurface pursuant to Antioch Municipal Code § 7-3, Underground Utility Districts, or as approved by the City Engineer. The undergrounding of these utilities shall be designed prior to building permit and constructed prior to occupancy.

21. **Utility Mapping.** Prior to acceptance of public and private public utilities, the applicant shall provide GPS coordinates of all below ground and above ground utilities. This includes all Water Distribution utility features, Sewer Collection utility features, Storm Water utility features, and inverts, locations of pipes, manholes, cleanouts, and utility meters associated with these features. Applicant shall include GPS coordinates of water meters, irrigation meters, sewer cleanouts, sewer manholes, subdivision entryway signs, street signs, light poles, storm drain manholes, drainage inlets and transformers and gas meters needed for recording the location of all proposed utilities in the project as defined by the City Engineer. These GPS coordinates must be taken on a survey-grade GPS data receiver/collector and provided in GIS shapefile format using the NAVD 88 (with conversion information). Submittal of as-built drawings in AutoCAD drawing format in NAVD 88 coordinates shall satisfy this condition prior to occupancy.

22. **Requirement for Looped System.** An internal private water sprinkler system shall be designed as a looped water distribution system with the city water main in accordance with fire district flow and city requirements. The developer shall install all back flow devices, fire hydrants, Fire department connections and water valves to satisfaction of city engineer and fire marshal. If not already connected as a looped water system, applicant shall be responsible for the design and installation of all private water mains from offsite city water mains to create a looped fire suppression system at no cost to the City prior to occupancy.

23. **Water flow and Pressure.** The applicant fire sprinkler system shall provide a minimum fire sprinkler flow of 1,000 gpm at a residual pressure of 20 psi at anyone building fire sprinkler connection and the same time the furthest fire hydrant flowing at 1500 gpm at 20 psi residual pressure as approved by the City Engineer. The applicant shall design adequate domestic water flow of 20 gpm at 40 lbs pressure per city requirements for to serve each building unit of this development per City and local Fire District requirements. The developer shall provide a fire sprinkler hydraulic analysis by a state certified fire sprinkler consultant of the said anticipated volume flows at the said residual pressure, which include pipe and equipment losses of the entire system as approved by the Fire Marshal and/or City Engineer. The Fire Marshall of Contra Costa Fire Protection District may provide additional requirements and analysis that will be required shall be included in these conditions. The site fire sprinkler system and domestic water system shall be designed prior to building permit and constructed prior to occupancy.

24. **Retaining Walls**
    a. **Public Right of Way.** Retaining walls shall not be constructed in the public right-of-way or other City maintained parcels, unless otherwise approved by the City Engineer.
    b. **Materials.** All retaining walls shall be of concrete masonry unit construction.

- **c.** **Height.** All retaining walls shall be reduced in height to the maximum extent practicable and the walls shall meet the height requirements in the frontage setback and sight distance triangles as required by the City Engineer.
- **d.** **Slope.** The 2:1 maximum slope above retaining walls shall be landscaped with trees, ground cover, grass, or other erosion control vegetation.

25. **Fences.** All perimeter fences shall be located at the top of slope or along the existing property parcel line or as shown on the approved landscape plans as approved by the City Engineer.

- **a.** In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to a side street, the fence shall be set back a minimum of three feet (3') behind the retaining wall per Antioch Municipal Code § 9-5.1603, or as otherwise approved by the City Engineer in writing.
- **b.** All fencing adjacent to open space (trails and basins) shall be located at the top of slope and be constructed of wrought iron, tubular steel, or other materials as approved by the City Engineer in writing at the time of improvement plan approval.

26. **Storm Drain Design/Construction.** The applicant shall design and construct all storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.

- **a.** All public utilities, including storm drainpipes and ditches, shall be installed in streets avoiding the lot draining over or on to adjacent lots. All proposed drainage facilities, including open ditches and detention basins shall be constructed of Portland Concrete Cement or as approved by the City Engineer. These public utilities shall be designed prior to building permit and constructed prior to occupancy.
- **b.** Storm drainage systems shall flow to the detention basins as shown within the project drainage study or as shown on the project grading and improvement plans, with no diversion out of existing watershed(s).
- **c.** All detention basin(s) and associated improvements shall be constructed and operational prior to issuance of the first building permit.
- **d.** All bioretention basins shall be designed in accordance with Bay area clean water standards to the satisfaction of the City Engineer with an emergency overflow pipe or spillway to provide controlled overflow relief for large storm events. An Operations and Maintenance Manual shall be submitted for each basin prior to the issuance of the first building permit.

27. **Project Storm Water Report.** The applicant shall submit a site storm water report consisting of the site hydrology and hydraulic analyses of the proposed storm drain system and shall be submitted as part of the site design of storm drain system for the 10 year and 100-year storm events in 24 hours. The analyses shall demonstrate adequacy of the onsite drainage system and the downstream drainage system for the 10-year storm event with the hydraulic grade line (HGL)

will be contained a minimum 1.25' below the top of each catch basin or storm drain manhole within the project. The minimum pipe slope of any drainage pipe is 0.0033 and the minimum velocity of water flowing in the pipe is 2 FPS with half of the design flow. The minimum storm drainpipe size for pipe in the private system is 10-inch pipe. All detention basins shall be designed with outfall weir with 1 foot (of free board) below the lowest top of bank. The sides of the basin shall be a maximum 3:1 slope, the bottom of this basin drain shall drain to the outfall at a minimum slope of 0.003 and a paved maintenance access be constructed at a maximum grade of 15% for access to the basin. The analysis for the 100-year event shall show that the site will have at least one or more 100-year flood release points to public streets, existing creeks, or existing flood control channels. Any building finish floor elevation within the site or subdivision shall have at least 1 feet of free board from the finish floor elevation to the HGL of the 100-year event. The hydrology and hydraulic analysis shall be reviewed and approved by the city and Contra Costa County Flood Control to the satisfaction of the City Engineer prior to building permit.

28. **Water Analysis and fire flow report.** The applicant shall complete a peak domestic water demand analysis and fire flow analysis of the proposed project development in accordance with City requirements of all water line located the surrounding streets to the project. This analysis for domestic water and fire flow for the project shall not exceed the water allocated for this site according to the City Water Master Plan. If the demand for water exceeds the allocation previously determined, then the applicant shall fund analysis of the City's masterplan model to determine if the capacity of the existing City water system is being exceeded, requiring the project to complete new improvements to meet its demands. This analysis shall be reviewed and approved by the City Engineer.

29. **Sewer Analysis report.** The applicant shall complete a peak sewer flow analysis report of the proposed project development in accordance with City sewer generation requirements based on land use for all development surrounding the developed site and anticipated flows generated upstream from the project. These peak sewer flows from the project shall not exceed the anticipated sewer peak flow allocated for this site according to the City Sewer Master Plan or project land-use of the project area. If this peak sewer flow exceeds this allocation previously determined by the master plan, then the applicant shall fund an analysis of the City's master plan model to determine if the capacity of the existing downstream city sewer system is being exceeded, requiring the project to complete new improvements to mitigate the higher sewer demands. This analysis shall be reviewed and approved by the City Engineer.

30. **Drainage Hydrology & hydraulic Analysis report.** The applicant shall complete a hydrology and hydraulic analysis of the proposed project development in accordance with City requirements for 10-year and 100-year drainage flows. The site drainage volume for the project shall not exceed the storm drainage flows

allocated for this site according to the requirements of the City. If the storm water flows generated by the project exceed the anticipated flows and retention downstream of the project site as previously determined in the City Drainage Master Plan, then the applicant shall fund an analysis of the City's master plan model to determine if there is capacity in the existing downstream drain system to handle this development. If the drainage system's capacity is being exceeded, the applicant may be required to complete new improvements or provide a fair share financial contribution to improvements to handle these increases in drainage downstream. This analysis shall be reviewed and approved by the City Engineer.

CONSERVATION / NPDES

31. **C.3 Compliance.** Per State Regulations, all onsite and offsite impervious surfaces, including off-site roadways to be designed and constructed as part of the project, are subject to State C.3 requirements prior to building permit issuance and occupancy of the first building.

32. **NPDES.** The project shall comply with all Federal, State, and City regulations for the National Pollution Discharge Elimination System (NPDES) (Antioch Municipal Code §6-9). (Note: Per State Regulations, NPDES Requirements are those in effect at the time of the Final Discretionary Approval.) Under NPDES regulations, the project is subject to provision C.3: "New development and redevelopment regulations for storm water treatment."
    a. **Requirements.** Provision C.3 requires that the project include storm water treatment and source control measures, as well as run-off flow controls so that post-project runoff does not exceed estimated pre-project runoff.
    b. **Storm Water Control Plan.** C.3 regulations require the submittal of a Storm Water Control Plan (SWCP) that demonstrates plan compliance. The SWCP shall be submitted to the Building and City Engineering Departments concurrently with site improvement plans.
    c. **Operation and Maintenance Plan.** For the treatment and flow-controls identified in the approved SWCP, a separate Operation and Maintenance Plan (O&M) shall be submitted to the Building Department at the time of permit submittal and shall be approved by the City Engineer.
    d. **Covenants, Conditions and Restrictions (CC&Rs).** Both the approved SWCP and O&M plans shall be included in the project CC&Rs, if applicable. Prior to final building permit approval and issuance of a Certificate of Occupancy, the applicant shall execute any agreements identified in the Storm Water Control Plan that pertain to the transfer of ownership and/or long-term maintenance of stormwater treatment or hydrograph modification Best Management Practices (BMP's).

33. **NPDES Plan Submittal Requirements.** The following requirements of the federally mandated NPDES program (National Pollutant Discharge Elimination System) shall be complied with as appropriate, or as required by the City Engineer:

a. **Application.** Prior to issuance of permits for building, site improvements, and/or landscaping, the applicant shall submit a permit application consistent with the applicant's approved C.3 Storm Water Control Plan, and include drawings and specifications necessary for construction of site design features, measures to limit directly connected impervious areas, pervious pavements, self-retaining areas, treatment BMP's, permanent source control BMP's, and other features that control storm water flow and potential storm water pollutants.

b. **Certified Professional.** The Storm Water Control Plan shall be stamped and signed by a registered civil engineer, or by a registered architect or landscape architect as applicable. Professionals certifying the Storm Water Control Plan shall be registered in the State of California on design of treatment measures for water quality, not more than three years prior to the signature date, by an organization with storm water treatment measure design expertise (e.g., a university, American Society of Civil Engineers, American Society of Landscape Architects, American Public Works Association, or the California Water Environment Association), and verify understanding of groundwater protection principles applicable to the project site (see Provision C.3.i of Regional Water Quality Control Board Order R2 2003 0022).

c. **Final Operation & Maintenance Plan.** Prior to building permit final approval and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance (O&M) Plan in accordance with City of Antioch guidelines. This O&M Plan shall incorporate City comments on the draft O&M Plan and any revisions resulting from changes made during construction. If the project has CC&Rs, the O&M Plan shall be incorporated into them.

d. **Long Term Management.** Prior to building permit final approval and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of all storm water treatment and underground detention facilities to the satisfaction of the City Engineer.

   i. The project shall prevent site drainage from draining across public sidewalks and driveways in a concentrated manner by installing drainpipes within or under the sidewalks, per City details.
   ii. Install "No Dumping, Drains to River" decal buttons in all new site catch basins, curb inlets and drainage inlets.

e. **C.3 Storm Water Calculations.** Prior to building permit issuance, the applicant shall prepare a C.3 Storm Water Control Plan report with calculations of anticipated conveyance all C.3 storm water entering and originating from the site to an adequate downstream drainage facility without diversion of the watershed prior to building permit. The applicant shall submit C.3 storm water calculations with the improvement plans to the City of

Antioch Engineering Department for review and approval, as well as to the Contra Costa County Flood Control District.

f. **Regional Water Quality Control.** Prior to issuance of the grading permit, the applicant shall submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.

g. **SWPPP.** The applicant shall submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP's may result in the issuance of correction notices, citations, or a project stop work order.

h. **BMP.** The applicant shall install appropriate clean water devices at all storms drain locations immediately prior to entering the public storm drain system and shall implement Best Management Practices (BMP's) at all times on the project before, during and after construction.

i. **Erosion Control.** Applicant shall include erosion control/storm water quality measures in the grading plan in order to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences, or other measures subject to review and approval by the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such erosion control measures.

i. The applicant or their assignee shall sweep and/or vacuum the paved parking lot(s) a minimum of once a month and prevent the accumulation of silt, litter, and debris on the site. Corners and hard-to-reach areas shall be swept manually.

ii. If any sidewalks are to be pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drains. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the Sanitary Sewer District.

iii. The applicant shall ensure that the area surrounding the project, such as the adjacent streets, stays free and clear of construction debris such as silt, dirt, dust, and tracked mud. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All loads in dump trucks shall be covered per City requirements.

iv. Clean all on-site storms drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or the City Engineer.

OUTSIDE AGENCIES

34. **Contra Costa County Fire Protection District.** The applicant shall comply with the conditions provided by the Contra Costa County Fire Protection District in the attached letter dated January 4, 2024

35. **Contra Costa County Flood Control District.** The applicant shall comply with the conditions provided by the Contra Costa County Flood Control District in the attached letter dated January 8, 2024.

GRADING

36. **Requirement for Grading Permit.** Grading plans shall be submitted, processed, and issued prior to commencement of any grading operations within the project. A grading permit shall be obtained through the City's Engineering and Building Divisions, subject to review and approval by the City Engineer. The submitted plans shall incorporate any modifications required by the Conditions of Approval, local and national building codes.

37. **Grading Plans.** Locations of all building exterior walls, fences and retaining walls, drainage swales, side slopes, top and bottom of slopes, parking lot drainage to catch basins with underground pipe drainage systems, and pipe outfalls, shall be shown on the grading plans for review and approval of the City Engineer. All the above features shall have proposed elevations shown on the grading plan and the grading of the project will drain to an above and/or underground drainage system in an acceptable manner, as approved by the City Engineer. Unless approved in writing by the city engineer and the adjacent landowner, all grading of any part of project shall be contained within the existing parcel or subdivision boundary of the project. All improvement projects shall submit a grading plan, and a plan showing existing conditions or field survey of the project before construction, showing existing grades, pavement grades, curb grades, finish floor elevations, 1' contours, existing buildings and structures, all existing private and public improvements, all underground utilities, overhead utilities, drainage features, all easements and street right of ways, existing project property lines of the approved project area. Submitted with the grading plans the applicant shall also prepare a demolition plan of all onsite and offsite improvements to be removed from the site prior to grading the site.

38. **Elevations on Grading Plans.** All elevations shown on the grading plans and plot plans shall be based on actual surveyed NAVD 88 survey control vertical datum, and, if needed, with conversion information, as approved by the City Engineer.

39. **Soils.** Prior to the approval of the grading plan(s), the City Engineer requires a registered soils engineer to review the grading plans, improvement plans, building

permit plans, and specifications submitted for the project. The soils engineer's field inspections will be required to verify compliance with the approved plans and soils reports prior to issuance of a final occupancy permit. Costs for these consulting services shall be incurred by the applicant.

40. **Geotechnical Recommendations.** All residential subdivisions, commercial and industrial projects are required to have project specific geotechnical investigation prior to project approval. The applicant shall implement project-specific geotechnical recommendations. Prior to issuance of any grading permits, all recommendations and specifications set forth in the project-specific Geotechnical Exploration Report prepared by the project's soils engineers, shall be reflected on the project grading and foundation plans (inclusive of seismic design parameters), subject to review and approval by the City Engineer.

41. **Off-Site Grading.** All off-site grading is subject to the coordination and approval of the affected property owners and the City Engineer. The applicant shall submit written authorization to "access, enter, and/or grade" adjacent properties prior to issuance of a grading permit and shall have permission from any affected property owners prior to issuance of the first building permit of each phase of the project.

42. **Grading Easements.** Any sale of a portion (or portions) of this project to another applicant shall include the necessary CC&Rs, and/or grading and drainage easements, to ensure that the project-wide grading conforms to the project's Conditions of Approval.

AT BUILDING PERMIT SUBMITTAL

43. **Requirement for Phasing Plan.** The applicant shall continuously build all improvements of the project in one phase. If the project becomes a phased project, then the applicant shall provide a phasing plan to the Community Development Department and Engineering Department for review and approval.

44. **Final Landscape Plans.** The applicant shall submit final landscape plans that identify specific plant materials to be constructed, including all trees, shrubs and groundcover, and landscape features. At the time of building permit submittal, applicant shall provide for all plan materials both common and botanical names, sizes, and quantities, which are in substantial conformance with the Preliminary Landscape Plan. Applicant shall coordinate with the Public Works Department on approved plants to be installed in the public right of way.

45. **Water Efficient Landscape Ordinance.** Landscaping for the project shall be designed to comply with the applicable requirements of City of Antioch Ordinance No. 2162-C-S, The State Model Water Efficient Landscape Ordinance (MWELO). The applicant shall demonstrate compliance with the applicable requirements of the MWELO in the landscape and irrigation plans submitted to the City.

46. **Property Drainage.** All buildings on the site shall contain rain gutters and downspouts that catch rainwater from the roof and direct water away from the foundation and into an acceptable drainage system as approved by the City Engineer.

47. **Utility Location on Private Property.** All existing utility improvements that are disturbed shall be relocated within (water meters, sewer cleanouts, etc.) the immediate area of site as defined by the preliminary utility plans and approved by the City Engineer.

48. **Construction Traffic Control Plan.** A Construction Traffic Control Plan shall be submitted with the improvement plans for review and approval by the City Engineer.

AT BUILDING PERMIT ISSUANCE

49. **Encroachment Permit.** The applicant shall obtain an encroachment permit from the Engineering Division before commencing any construction activities within any existing or proposed public right- of-ways or easements.

50. **Demolition Permit.** Site demolition shall not occur until demolition permits are issued for the development project. All demolition shall be in accordance with permits issued by the City of Antioch and Bay Area Air Quality Management District (BAAQMD).

DURING CONSTRUCTION

51. **Construction Notice.** The applicant shall inform the City of the start of construction of the project, the construction schedule and provide the below items, approximate area of disturbance, times for needed inspections, hours of work, construction detours, flagging, etc. The applicant shall provide the adjacent businesses and residents with a notice of construction by posting a flyer or sign, not to exceed 24” x 36” in size, in a publicly visible location at the construction site, such as on the exterior of the construction fence, containing the following information:
    Address of Work
    Start Date of Work
    End Date of Work
    Hours of Work
    Type of Work
    Contact Person
    Company Name
    Telephone

52. **Collection of Construction Debris.** During construction, the applicant shall place dumpsters or other containers on site to contain all construction debris. The dumpsters or other containers shall be emptied on a regular basis, consistent with Antioch Municipal Code § 6-3.2, the Construction and Demolition Debris Ordinance. Where appropriate, applicant shall use tarps on the ground to collect fallen debris or splatters that could contribute to stormwater pollution. The site shall be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

53. **Construction Hours.** Construction activity shall be as outlined in the Antioch Municipal Code § 5-17.04 and § 5-17.05. Construction activity is limited to 7:00 AM to 6:00 PM Monday-Friday except that activity within 300 feet of occupied dwellings is limited to the hours of 8:00 AM to 5:00 PM on weekdays. On weekends and holidays, construction activity is allowed 9:00 AM to 5:00 PM, irrespective of the distance from an occupied dwelling. Extended hours may be approved in writing by the City Manager or designee.

54. **Driveway Access.** Driveway access to neighboring properties shall be maintained at all times during construction.

55. **Demolition, Debris, Recycling.** All debris, garbage spoils, unwanted materials and vegetation shall be removed from the project site in accordance with City requirements. All materials that can be recycled shall be taken to an approved recycling facility. The project shall be kept clean and in compliance with and shall supply all necessary documentation for compliance with Antioch Municipal Code § 6-3.2, the Construction and Demolition Debris Ordinance.

56. **Filter Materials at Storm Drain Inlet.** The applicant shall install filter materials (such as sandbags, filter fabric, etc.) at each storm drain inlet nearest the downstream side of the project site prior to:

a. start of the rainy season (October 1).
b. site dewatering activities.
c. street washing activities.
d. saw cutting asphalt or concrete; and
e. in order to retain any debris or dirt flowing into the city storm drain system.

Filter materials shall be maintained and/or replaced as necessary to ensure effectiveness, prevent street flooding and prevent erosion of soil onto City streets and draining into the storm drain system. Used filter particles shall be disposed of in the trash or at a local approved landfill facility.

57. **Archeological Remains.** In the event subsurface archeological remains are discovered during any construction or preconstruction activities on the site, all construction work within 100 feet of the find shall be halted, and the Community Development Department, along with a professional archeologist, certified by the

Society of California Archeology and/or the Society of Professional Archeology, shall be notified. Site work in this area shall not occur until the archeologist has had an opportunity to evaluate the significance of the find and to outline appropriate mitigation measures, if deemed necessary. If prehistoric archeological deposits are discovered during development of the site, local Native American organizations shall be consulted and involved in making resource management decisions.

58. **Erosion Control Measures.** The grading operation of the development shall take place at one time and in a manner to prevent soil erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases. Erosion measures shall be implemented during all phases of construction in accordance with an approved erosion and sedimentation control plan. Erosion control shall be continuously maintained by the developer and upgraded after rainstorms through the construction of the project and until the permanent erosion control measures, storm drain, and landscaping improvements are installed and operational.

59. **Dust Control.** Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with contact phone numbers for the applicant, City staff, and the Bay Area Air Quality Management District.

60. **Landscape Installation and Maintenance.** Landscape shall show immediate results. Landscaped areas shall be watered, weeded, pruned, and/or otherwise maintained, as necessary. Plant materials shall be replaced as needed to maintain the landscaping in accordance with the approved plans. All trees shall be a minimum 24” box size and all shrubs shall be a minimum 5-gallon size.

FINAL TRACT MAP

61. **Requirements for Final Tract Map.** A final tract map submittal shall include all of the following required bonds and information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code, including, but not limited to:

a. Public Improvement security in one of the following forms:

i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the public improvements for faithful performance, and in an amount equal to 100% of the total estimated costs of the improvements for labor and materials.

ii. A deposit, in an amount equal to 100% of the total estimated costs of the improvements, either with the City or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public

moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.

b. An original, signed subdivision agreement, to be executed by the subdivider or their agent, guaranteeing the construction costs, completion of the construction of the improvements required by the governing body within a specified time and payment, satisfactory to the City Attorney and the City Engineer.

c. A letter from the Tax Collector showing that all payable taxes have been paid and a bond for the payment of taxes, a lien on the property but not yet payable, as required by the Subdivision Map Act.

d. A cash payment, or receipt therefore, of all the fees required for the checking and filing of the maps and the inspections of the construction; payment for the street signs to be furnished and installed by the City, if required by the subdivider; a cash deposit for the payment of such fire hydrant rental fees as may be established by the fire districts or water company or district having jurisdiction; and any other applicable fees or deposits.

e. Deeds for all right of way dedications, easements for access and utility purposes as shown on the tentative and final maps.

f. Written evidence acceptable to the City, in the form of rights of entry or permanent easements across private property outside the subdivision, permitting or granting access to perform the necessary construction work and permitting the maintenance of the facility.

g. Agreements acceptable to the city, executed by the owners of existing utility easements within the proposed roads' rights-of-way, consenting to the dedication of roads or consenting to the joint use of the rights-of-way as may be required by the City for the purpose use and convenience of the roads.

h. A surety bond acceptable to the City, guaranteeing the payment of the taxes and assessments which will be a lien on the property, as set forth in the Subdivision Map Act, where applicable.

i. Payment of the map maintenance fee.

j. Payment of the assessment district apportionment fee, if applicable.

k. Evidence of annexation into Police Services Fee CFD.

l. Evidence of payment of Contra Costa County Flood Control District fees.

m. A final soil report, prepared by a civil engineer who is registered by the state, based upon adequate test borings or excavations of every subdivision, as defined in Cal. Gov't Code §§ 66490 and 66491. The final soil report may be waived if the City Engineer shall determine that, due to the knowledge of such department as to the soil qualities of the subdivision, no additional analysis is necessary.

62. **Removal of Vacated Easements.** All easements of record over the existing lots or parcels within this project that are no longer required and not in effect, shall be removed prior to or concurrently with the recordation of the final tract map as approved by City Engineer.

63. **Postal Service.** Provisions for mail delivery and locations of mailbox facilities shall be reviewed by the USPS and the location approved by the City Engineer prior to the approval of the final map.

PRIOR TO ISSUANCE OF OCCUPANCY PERMIT

64. **Planning Inspection.** Planning staff shall conduct a site visit to review exterior building elevations for architectural consistency with the approved plans, and to review landscape installation (if applicable). All exterior finishing details including window trim, paint, gutters, downspouts, decking, guardrails, and driveway installation shall be in place prior to scheduling the final inspection.

65. **Site Landscaping.** All landscaping within the project site, including on all slopes, medians, C.3 drainage basins, retaining walls, bioretention basins, common areas, open space and park landscape areas, and any other areas that are to be landscaped, shall be installed prior to issuance of final certificate of occupancy.

66. **Debris Removal.** All mud, dirt, and construction debris shall be removed from the construction site prior to scheduling the final Planning inspection. No materials shall be discharged onto a sidewalk, street, gutter, storm drain or creek.

67. **Damage to Street Improvements.** Any damage occurring during construction to existing streets and site improvements or adjacent property improvements in the immediate area of the project, shall be repaired and/or rebuilt to the satisfaction of the City Engineer at the full expense of the applicant. This shall include sidewalks, asphalt and concrete pavement, slurry seal existing AC pavements, parking lot curbs and gutters, landscaping, street reconstruction along the project frontage, as may be required by the City Engineer, to restore the developed area.

68. **Right-of-Way Construction Standards.** All improvements within the public right-of-way, including curbs, gutters, sidewalks, driveways, paving and utilities, shall be constructed in accordance with the City approved plans and/or City specifications as directed by the City Engineer.

69. **Double Detector Check Valve Assembly.** The applicant shall install the required sprinkler Double Detector Check Valve assemblies, and fire department connections in an enclosed area that is screened by landscaping or small 3.5' high masonry walls or placed within the building or in an underground vault so it is not visible from public view as approved by City Engineer and Fire Marshall prior to building permit and installed prior occupancy.

70. **Common Area Trash Receptacles.** Trash receptacles located in common areas, such as plazas, eating areas, walkways, club houses, or playgrounds, shall be the City Park three-sort type. All common area trash receptacles shall be in place prior to issuance of the certificate of occupancy for the area where the receptacle is located.

PROJECT SPECIFIC CONDITIONS

71. **Oakley Road Driveway**. Developer will construct a new 26' wide driveway off Oakley Road into the site in accordance with city standard plans and details. Along with the new driveway, the developer shall install new city standard curb and gutter and 5' wide sidewalk along the project frontage from the terminus points east and west of this new driveway. These frontage improvements shall be designed prior to building permit and constructed prior to occupancy.

72. **Oakley Roadway Frontage Improvements**. The Developer shall grind (1") minimum asphalt pavement and overlay 1" minimum asphalt pavement, at least 18.5 feet wide pavement from the center line of the existing Oakley Road to the new curb and gutter, all along the project frontage in accordance with city standard plans and details. The developer shall repair all failed pavement within this frontage strip to the satisfaction of the City Engineer and construction completed prior to building occupancy. The developer shall also construct 6' wide sidewalk, concrete curb, and gutter 18.5'from the street center line to new face of curb along the project frontage of Oakley Drive with construction of first building of this development prior to occupancy. Any necessary repairs to the roadway during construction shall be completed by the applicant prior to occupancy of the first building.

73. **Park in lieu Fees.** The developer shall pay park in lieu fees in accordance with City and park and recreation district requirements and paid prior to building permit.

74. **Underground Overhead Utilities**. The developer shall underground the existing overhead utilities along the project frontage of Oakley Road in accordance with City requirements. The design shall be completed prior to building permit and constructed prior to occupancy of the first occupancy of the first unit.

75. **Oakley Road Site Clear Zone.** With the construction of a new security fence, gate, and new driveway from Oakley Road, the developer shall comply with City site clear vision zone requirements AMC 9-5.1101 at the driveway and Oakley Road. The updated project plans for the fence and gate shall be modified as needed to comply with the clear vision requirements and shall be submitted with the building permit and constructed prior to occupancy.

76. **Oakley Road Driveway profile.** The developer shall design and construct the profile of the driveway from Oakley Road with two 20' vertical curves at a not to exceed maximum grade of 16%.

77. **Trash Enclosures.** The developer shall cover all new trash enclosures with a roof structure so surrounding rainwater from the site does not flow into the proposed sewer drain system that drains the inside of the new trash enclosures per City sewer requirements.

78. **PG&E Permission.** The Developer shall receive written permission from PG&E allowing them to construct a bioretention basin under the existing transmission lines. The design shall be reviewed and approved by PG&E prior to grading permit.

79. **Oakley Road Pedestrian Access Stairway**. As shown on the preliminary site plan, the developer shall construct a 4' wide concrete pathway from Oakley Road into the site, this concrete path and stairway shall be installed with handrails and 4' landings every 10' vertical feet and 3' wide minimum wide doorway at the security wall prior to occupancy of any unit within the development. The stairway shall have maximum riser of 7" and minimum tread of 9" and built to the satisfaction of the building official and city engineer.

80. **Looped Fire Sprinkler Line**. The developer shall design and construct a private looped fire sprinkler line system through the site for fire protection to each of the buildings on the site and all fire hydrants (spacing not to exceed 400 feet) and shall connect to the public main either to Oakley Road and/or Filbert Street or both in accordance with fire district and city requirements. With the construction of this looped fire line, the developer shall construct a fire department connection and PIV valves, double detector valve assembly and a water meter that is separate from the domestic water line system to each building. This private water line shall have water meter and RP device per city standards at the city right of way and be designed prior to building permit and constructed prior to occupancy of the first unit. The developer shall be responsible for installing all water connections to public water system in accordance with city standards.

81. **Extended Private Sewer Line**.. As shown on the preliminary utility plans, all sewage from all buildings shall flow by gravity by 6" private sewer line located within the site to a private sewer manhole located within the existing 15' wide private sewer easement close to the east properly line of the adjacent church property (APN: 051-200-065). From there, sewage shall flow east through a proposed private 8" sewer line within the existing 15' wide private sewer easement across the adjacent church property to an existing city sewer manhole located within the church rear parking lot. This 8" public sewer line shall flow into an existing 8" private sewer line that will flow to public sewer manhole with a 33"

public sewer main located within the existing 10' wide public sewer easement in accordance with City standard plans. If needed, the developer shall obtain a temporary access and construction easement from the adjacent church landowner to construct this new private sewer line from west church property line to existing manhole. The developer shall design this sewer line prior to issuance of a building permit and construct the sewer line prior to occupancy of the first building of the development.

82. **PUE Dedication**. Developer shall dedicate to the City of Antioch a 10 feet wide public utilities easement along the frontage of Oakley Road for the undergrounding of the existing overhead PG&E and telephone and internet utilities prior occupancy of first unit within the development.

83. **Removal of Existing Water Line and Pump System.** The developer shall remove and abandon all existing irrigation lines and wells found on the property in accordance with County of Contra Costa well abandonment standards. This includes the removal of the pumps, pipes, concrete structures, and all existing equipment used to operate the former irrigation system prior to grading the site.

84. **Site Demolition**. The developer shall prepare a plan of the removal all existing trees, vegetation, fences, buildings, existing water lines and utilities found on the property in accordance with city requirements to the satisfaction of the City Engineer prior to grading permit. The developer shall inspect for the property for hazardous material, garbage and miscellaneous debris that is all shall be removed prior to grading the site.

85. **Dedications with Final Tract Map.** The Developer shall file a final tract map, removing the existing Jessic Court public street and cul-de-sac, private utility easements (PUE), Public access easements PAE), 15' wide private tree easements (PTE), removal of all existing residential lots, and removal of any other easements and dedicate a Public utility easement (PUE), Public access easement (PAE), Private sanitary sewer easement (PSSE) , Emergency vehicle Access Easement (EVAE), Private Storm Drain Easement (PSDE), Private, Ingress and egress Easement (PIEE), Private access and utility easement (PAUE) , common open space and 3 lots for 82 residential Condominiums and lot A for PAUE as shown on the submitted tentative tract map for the project.

86. **Frontage Streetlights and Landscaping along Oakley Road.** The developer shall install City standard streetlights and landscaping along the project frontage of Oakley Road in accordance with city street lighting and landscaping requirements. The streetlights and landscape design shall be approved prior to building permit and constructed prior to occupancy of first building unit.

87. **Grading and Retaining Wall Design.** Final grading permits for the entire site shall be prepared and submitted prior to commencing any grading operations of any of the single parcels. Retaining walls shall be structurally designed with concrete and concrete masonry or other approved methods and shall be made to blend into the slopes of the development. The design of all access roadways, backbone, or shared utilities, and retaining wall improvements shall be submitted, reviewed, and approved by the City Engineer, Planning Department, and local building official to the satisfaction of the City Engineer, prior to construction. If construction of each of the parcels is separate, the applicant shall prepare a phasing plan of all improvements to be constructed to fully develop the site prior to construction of the first grading and building permit of any one parcel.

88. **Project Phasing Improvements.** If the project is phased, the developer shall install all the necessary backbone improvements, such as grading, sidewalk and pavement access and offsite utilities in utility easements to be dedicated with the final tract map and recorded to ensure that the parcel has adequate access and utility connections, ADA access and other improvements shown on the City approved preliminary plans and tentative tract map. All preliminary improvements for adequate access, utility connections (sewer, water, drainage, joint trench) treatment bioretention basins, drainage detention and any other needed improvements stated in these conditions of approval are to be constructed prior to occupancy of the first building and to the satisfaction of the City Engineer. All rough grading of building pads and paving of all shared access roads, utilities, including stormwater control infrastructure, as well as frontage improvements including retaining walls and landscaping, shall be designed, constructed, and implemented for all parcels within the project area to the satisfaction of the City Engineer prior to the first building permit issuance for the first developed parcel.

89. **Additional Bonding Requirements.** the applicant shall bond for all offsite water, sewer, drainage SD lines, onsite treatment bioretention basins and drainage detention basins to handle drainage from the project site and the project frontage improvements. This includes bonding for the installation of needed offsite water, sewer, storm drain lines, drainage inlets and outlet structures through the adjacent church property, drainage treatment and detention basins, sidewalk along the project frontage, and any other needed offsite improvements to build their buildings as shown on the preliminary site plans and vesting tentative map.

- **a.** The final tract map shall be submitted with the improvement plans for the project. The final map is intended to merge the existing property into one parcel and shall include all the required information described in Title 9, Chapter 4, Article 5: Final Maps, of the Antioch Municipal Code.
- **b.** Improvement security shall be in one of the following forms:

i. Bond or bonds issued by one or more duly authorized corporate securities in an amount equal to 100% of the total estimated costs of the offsite improvements for faithful performance, and in an amount equal to 100% of the total offsite improvement estimated costs for labor and materials.

ii. A deposit, either with the City or a responsible escrow agent or trust company, at the option of the City Engineer, of money or negotiable bonds of the kind approved for securing deposits of public moneys, in the amounts and for security as specified above, to be released in the same manner as described above for bonds.

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

90. Parking.

a. The applicant shall install concrete wheel stops where parking spaces are perpendicular to a walkway, as described in § 9-5.1719 of the Antioch Municipal Code, which shall be shown on the building permit plan submittal and installed by the applicant prior to occupancy of any of the parcels within the development.

b. Parking lot striping and markings shall match the design standards described in § 9-5.1719 of the Antioch Municipal Code, and shall be shown on the building permit plan submittal. The applicant shall provide a signing and striping plan for the entire development.

91. Storm Drain Easement. Prior to occupancy, the applicant shall construct an 18" storm drain line and record a 10' wide private storm drain easement over this storm drain line located within the adjacent church parcel (APN:051-200-065), to allow for storm drainage from this residential development to drain through the church property to a public storm drain located at the end of Filbert Street. This line and easement shall be designed prior to building permit and constructed and dedicated prior to occupancy.

92. Bicycle Parking. Bicycle parking shall be installed at each future developed parcel shown on the development plan submittal. The bicycle parking provided shall meet the standards in Antioch Municipal Code § 9-5.1707. These bicycle parking spaces shall be shown on the building permit improvement plan submittal, which will be reviewed and approved by the Community Development Department and constructed by the applicant prior to occupancy.

93. Planning Commission Recommendation. The applicant shall consider planting large, native 36-inch box mitigation trees and the applicant consider notifying the property owners or tenants of the PG&E easement.

ATTACHMENT "B"

CONTRA COSTA COUNTY FIRE PROTECTION DISTRICT

4005 PORT CHICAGO HWY, STE 250, CONCORD, CA 94520 • (925) 941-3300 • CCCFPD.ORG

January 4, 2023

Mr. Kevin Scudero
City of Antioch
Planning
200 H Street
Antioch, CA 94509

Subject: 82-unit multi-family condominium project
3321 Jessica Ct., Antioch
Project # DR2023-0005
CCCFPD Project No.: P-2023-005313

Dear Mr. Scudero:

We have reviewed the design review and tentative map application to establish three 3-story residential condominium buildings of Type V-B construction with a total of 82 units at the subject location. The following is required for Fire District approval in accordance with the 2022 California Fire Code (CFC), the 2022 California Building Code (CBC), the 2022 California Residential Code (CRC), and Local and County Ordinances and adopted standards:

The square feet of each building including garage and other spaces was not provided. This information will be necessary to calculate the required fire flow using CFC Table B105.1(2).

1. The Permittee shall pay all fire facility impact fees at the time of the issuance of the first building permit, at the then-current rate.

2. The Permittee shall request that the Project site be annexed into the most current Community Facilities District for fire protection and emergency response services (if applicable), or developer will provide an alternative funding mechanism acceptable to the Contra Costa Fire Protection District for the provision of fire protection and emergency response services.

3. Access as shown on plans complies with Fire District requirements.

   Provide emergency apparatus access roadways with all-weather (paved) driving surfaces of not less than 20-feet unobstructed width, and not less than 13 feet 6 inches of vertical clearance, to within 150 feet of travel distance to all portions of the exterior walls of every building. Access shall have a minimum outside turning radius of 45 feet, and must be capable of supporting the imposed fire apparatus loading of 37 tons. . (503) CFC

   Aerial Fire Apparatus Access is required where the vertical distance between grade plane and the highest roof surface exceeds 30 feet as measured in accordance with Appendix D, Section 105 of the 2022 CFC. Aerial access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof. At least one of the required routes shall be located within a minimum of 15 feet and a maximum of 30 feet from the building, and shall be positioned parallel to one entire side of the building. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and building.

4. Access roadways of **less than 28-feet** unobstructed width shall have signs posted or curbs painted red with the words: ***NO PARKING – FIRE LANE*** clearly marked. (22500.1) CVC, (503.3) CFC

   Access roadways of **28 feet or greater, but less than 36-feet** unobstructed width shall have ***NO PARKING – FIRE LANE*** signs posted, allowing for parking on one side only or curbs painted red with the words ***NO PARKING – FIRE LANE*** clearly marked. (22500.1) CVC, (503.3) CFC

5. Access gates for Fire District apparatus shall be a minimum of 20-feet wide. Access gates shall slide horizontally or swing inward and shall be located a minimum of 30 feet from the street. Electrically operated gates shall be equipped with a Knox Company key-operated switch. Manually operated gates shall be equipped with a non-casehardened lock or approved Fire District lock. Contact the Fire District for information on ordering the key-operated switch. (D103.5) CFC.

6. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC

7. The developer shall provide an adequate and reliable water supply for fire protection with a minimum fire flow to be determined by CFC Table B105.1(2). Required flow must be delivered while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC

8. The developer shall provide fire hydrants of the East Bay type in compliance with Chapter 5 and Appendix B and C of the California Fire Code. Locations will need to be approved Fire District. (C103.1) CFC

9. A public fire hydrant on Filbert and one on Oakley near entrances to development shall be required.

10. Provide emergency escape and rescue openings in Group R occupancies of type V construction. Basements and sleeping rooms below the fourth story above grade plane shall have at least one exterior emergency escape and rescue opening. Such openings shall open directly into a public way or to a yard or court that opens to a public way.

    Landscaping, signage and other obstructions must not hinder the positioning of firefighting ground ladders from apparatus access to the rescue windows.

11. A land development permit is required for access and water supply review and approval prior to submitting building construction plans.

    The developer shall submit a minimum of two (2) copies of full size, scaled site improvement plans indicating:

    All existing or proposed hydrant locations,
    Fire apparatus access to include slope and road surface
    Aerial fire apparatus access,
    Elevations of building,
    Size of building and type of construction,
    Gates, fences, retaining walls, bio-retention basins, any obstructions to access.
    Detail showing the lowest level of fire department vehicle access and the floor level of the highest occupied floor,
    Striping and signage plan to include "NO PARKING-FIRE LANE" markings
    Provide drawings for paths from the public way to under emergency escape and rescue openings showing a proposed clear path and clear space under these openings that allow

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for the placement of ground ladders at a climbing angle of 70 to 75 degrees and a minimum of 18" clearance from the base of the ladder to any obstruction (see attached ground ladder access standard) for review and approval prior to obtaining a building permit.

This is a separate submittal from the building construction plans. These plans shall be approved prior to submitting building plans for review. (501.3) CFC

12. ***Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site.*** (501.4) CFC

    Note: A temporary aggregate base or asphalt grindings roadway is not considered an all-weather surface for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum roadway material and must be engineered to support the designated gross vehicle weight of 37 tons.

13. The buildings as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2022 edition of NFPA 13. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC, Contra Costa County General Plan / Contra Costa County Ordinance 2019-37.

14. New buildings shall have approved radio coverage for emergency responders. An emergency responder radio coverage system shall be installed when the conditions of CFC 510.4.1 are not met. Testing shall be conducted and the results submitted to the Fire District prior to the building final. (510.1) CFC

15. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC

16. Flammable or combustible liquid storage tanks shall ***not*** be located on the site without obtaining approval and necessary permits from the Fire District. (3401.4) CFC

17. The owner shall cut down and remove all weeds, grass, vines, or other growth that is capable of being ignited and endangering property. (304.1.2) CFC

18. The owner or the owner's authorized agent shall be responsible for the development, implementation and maintenance of a written plan in compliance with NFPA 241, establishing a fire prevention program at the project site applicable throughout all phases of the construction. The plan shall be made available for review by the fire code official upon request. (Ch.33) CFC

    The fire prevention program superintendent shall develop and maintain an approved prefire plan in cooperation with the fire chief. The fire chief and fire code official shall be notified of changes affecting the utilization of information contained in such prefire plans. (Ch.33) CFC

19. The developer shall submit a minimum of two (2) complete sets of building construction plans and specifications for the subject project to the Fire District. After the new construction / tenant improvement plans are approved, plans and specifications for all deferred submittals shall be submitted, including, but not limited to the following.

    - Private underground fire service water mains
    - Fire sprinklers
    - Standpipe
    - Fire alarm
    - Fire pump if required

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- Energy systems
- Emergency generator if required
- Photovoltaic
- Emergency Responder Radio Coverage System (ERRCS)

Plans shall be submitted to the Fire District for review and approval ***prior to*** construction of the building or installation of the systems to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC

CONTACT THE FIRE DISTRICT (MINIMUM 2 WORKING DAYS IN ADVANCE) AT 925-941-3300 EXT 3902 TO SCHEDULE AN INSPECTION OF THE ACCESS AND HYDRANT INSTALLATION PRIOR TO CONSTRUCTION OR THE STORAGE OF COMBUSTIBLE MATERIALS ON THE JOB SITE.

Our preliminary review comments shall not be construed to encompass the complete project. Additional plans and specifications may be required after further review.

If you have any questions regarding this matter, please contact this office at (925) 941-3300.

Sincerely,

Michael Cameron
Fire Inspector

File: 3321 JESSICA CT-PLN-P-2023-005313

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January 23, 2024

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

Re: DR2023-0005 Jessica Court Multi-Family

Dear Kevin:

Thank you for giving us the opportunity to review the subject plans. The proposed Jessica Court Multi-Family project is within the same vicinity of PG&E's existing facilities that impact this property. The Jessica Court Multi-Family project proposes multiple improvements, uses, and landscaping within PG&E's existing easement for the operation and maintenance of a line of towers. Said easement is recorded at Book 2715 and Page 342 with Contra Costa County Official Records.

The Jessica Court Multi-Family project plans propose multiple bio-retention planters within PG&E's existing easement. PG&E requests the proposed bio-retention planters are planned at locations outside of PG&E's easement area. If it is not practical for proponents to locate structures outside the easement area, maximize the distance between transmission structures and drainage structures. The applicant must revise their plans to ensure the proposed bio-retention planters are located at appropriate locations in relation to PG&E's easement.

The Jessica Court Multi-Family project plans propose significant landscaping within PG&E's existing easement. Within PG&E's existing easement the applicant may plant only low-growing shrubs under the wire zone and only grasses within the area directly below the tower. Along the border of the transmission line right-of-way, plant only small trees no taller than ten feet (10'). The applicant must revise their plans to ensure the proposed landscaping complies with this condition.

The Jessica Court Multi-Family project plans propose parking spots within PG&E's existing easement. Short term parking of movable passenger vehicles and light trucks (pickups, vans, etc.) is allowed. The lighting within these parking areas will need to be reviewed by PG&E; approval will be on a case by case basis. Heavy equipment access to PG&E facilities is to be maintained at all times. Parking is to clear PG&E structures by at least ten feet (10'). Protection of PG&E facilities from vehicular traffic is to be provided at developer's expense and to PG&E specifications. Blocked-up vehicles are not allowed. Carports, canopies, or awnings are not allowed.

The Jessica Court Multi-Family project plans propose two sliding gates to control access to the property from Filbert Street. PG&E requests that the gates minimize their footprint within the PG&E easement to ensure that PG&E continues to have sufficient access for heavy equipment.

Additionally, PG&E must have uninterrupted access through said gate for the continued safe operation of said tower line.

Please contact the Building and Renovation Center (BRSC) for facility map requests by calling 1-877-743-7782 and PG&E's Service Planning department at www.pge.com/cco for any modification or relocation requests, or for any additional services you may require.

As a reminder, before any digging or excavation occurs, please contact Underground Service Alert (USA) by dialing 811 a minimum of 2 working days prior to commencing any work. This free and independent service will ensure that all existing underground utilities are identified and marked on-site.

If you have any questions regarding our response, please contact me at Justin.Newell@pge.com.

Sincerely,

Justin Newell
Land Management
916-594-4068

From: Thao Nguyen <Thao.Nguyen@pw.cccounty.us>
Sent: Wednesday, January 10, 2024 9:10 AM
To: Scudero, Kevin <KScudero@antiochca.gov>
Cc: Michelle Cordis <michelle.cordis@pw.cccounty.us>
Subject: RE: City of Antioch Project Routing for Jessica Court Multi-family, DR2023-0005--Log-in, and if so, to whom?

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Kevin,

The Contra Costa County Flood Control and Water Conservation District (FC District) has reviewed the Request for Comments for the Jessica Court Condominiums project (APN 051-390-001, -002, -003, -004, -005, -006, -009, -010, -011, -016) in the City of Antioch, CA 94509. We submit the following comments:

1. This project is located within Drainage Area 29G, for which a drainage fee is due in accordance with Flood Control Ordinance Number 2006-49. By ordinance, all building permits or subdivision maps filed in this area are subject to the provisions of the drainage fee ordinance. Effective Jan 2024, the current fee in this drainage area is $2.02 per square foot of newly created impervious surface. The drainage area fee for this lot should be collected prior to issuing a building permit for this project.

2. The District is not the approving local agency for this project as defined by the Subdivision Map Act. As a special district, the District has an independent authority to collect drainage fees that is not restricted by the Subdivision Map Act. The District reviews the drainage fee rate every year the ordinance is in effect, and adjusts the rate annually on January 1 to account for inflation. The drainage fee rate does not vest at the time of tentative map approval. The drainage fees due and payable will be based on the fee in effect at the time of fee collection.

3. The DA 29G fee for this project is estimated to be $196,344 based on the Gross Land Area to be 3.00 acres as documented in the Planning Submittal dated 12/14/23,

sheet AS1 - Conceptual Site Plan - Project Data table, prepared by SDG Architects, Inc. Please see the enclosed spreadsheet for our drainage fee calculation.

4. We recommend that the City condition the developer to design and construct storm drain facilities to adequately collect and convey stormwater entering or originating within the development to the nearest adequate man-made drainage facility or natural watercourse, without diversion of the watershed.

5. The developer should be required to submit hydrology and hydraulic calculations to the City that prove the adequacy of the in-tract drainage system and the downstream drainage system. We defer review of the local drainage to the City.

6. We recommend that the City condition the developer to contact the appropriate environmental regulatory agencies such as the State Department of Fish and Wildlife, and State Regional Water Quality Control Board to obtain all the necessary permits for this project or show that such permits are not necessary.

7. The applicant should be required to comply with the current National Pollutant Discharge Elimination System (NPDES) requirements under the City Stormwater Management and Discharge Control Ordinances and the C.3 Guidebook. We support the State's goal of providing best management practices to achieve the permanent reduction or elimination of stormwater pollutants and downstream erosion from new development.

We appreciate the opportunity to review plans involving drainage matters and welcome continued coordination. Please let us know if you have any questions.

Thao Nguyen Nguyen | Staff Engineer

Contra Costa County Flood Control & Water Conservation District

255 Glacier Drive, Martinez, CA 94553

thao.nguyen@pw.cccounty.us | Office: 925-313-2197

Summary of Drainage Fees

Development #: **Jessica Court Multi-Family Development** Date: 8-Jan-24

APN: **051-390-001, -002,-003,-004, -005,-006,-009, -010,-011,-016**

Fee Schedule: **2024** Ordinance: 2006-49

Drainage Area: **29G**

	Building			Subdivision		
	Unit Price	QTY	Amount	Unit Price	QTY	Amount
Commercial/Industrial/Downtown	$ 83,062		-	$ 89,223		-
Office (Medium)	71,185		-	79,548		-
Office (Light)	59,570		-	67,145		-

Multifamily Residences	Building			Subdivision		
	Unit Price	QTY	Amount	Unit Price	QTY	Amount
Less than 2,500 square ft of land	$ 65,448	3.00	196,344.00	$ 65,448		-
2,500-2,999 (square feet per unit)	3,878		-	3,878		-
3,000-3,999	4,444		-	4,444		-
4,000-4,999	5,171		-	5,171		-
5,000-5,999	5,919		-	5,919		-
6,000-6,999	6,646		-	6,646		-
7,000-7,999	7,353		-	7,353		-
8,000 +	7,716		-	7,716		-

Single Family Residential	Building			Subdivision		
	Unit Price	QTY	Amount	Unit Price	QTY	Amount
4,000-4,999 (square feet per unit)	$ 5,434		-	$ 8,706		-
5,000-5,999	5,676		-	9,070		-
6,000-6,999	5,919		-	9,433		-
7,000-7,999	6,161		-	9,797		-
8,000-9,999	6,525		-	10,322		-
10,000-13,999	7,252		-	11,373		-
14,000-19,999	8,464		-	13,090		-
20,000-29,999	10,464		-	15,695		-
30,000-39,999	12,989		-	18,746		-
40,000 +	15,574		-	21,594		-

Amount of impervious surface. to account for:	Sqr Ft.	Unit Price	Amount
	0	2.02	$ -

TOTAL: **$196,344.00**

Calculate DA 130 fee if checked ☐

Mark box to add mitigation fee ***n/a***

Comments:

This fee estimate is based on the Gross Land Area to be 3.00 acres as documented in the Planning Submittal dated 12/14/23, on sheet AS1 - Conceptual Site Plan - Project Data table, prepared by SDG Architects, Inc.

Prepared by: Thao Nguyen

ATTACHMENT "C"

CITY OF ANTIOCH
PLANNING COMMISSION
REGULAR MEETING

Regular Meeting **May 7, 2025**
6:30 p.m. **City Council Chambers**

1. CALL TO ORDER

Chairperson Riley called the meeting to order at 6:30 P.M. on Wednesday, May 7, 2025, in Council Chambers.

2. ROLL CALL

Present: Commissioners Jones, Martin, Vice Chairperson Webber and Chairperson Riley
Absent: Commissioners Suman and Perez

Staff: Planning Manager, Zoe Merideth
Senior Planner, Kevin Scudero
Contract Planner, Kevin Valente
Contract Engineer, Kevin Van Katwyk
Minutes Clerk, Kitty Eiden

3. PLEDGE OF ALLEGIANCE

Chairperson Riley led the Pledge of Allegiance.

4. PUBLIC COMMENT – None

5. CONSENT CALENDAR

5-1 Planning Commission Meeting Minutes April 16, 2025

A motion made by Commissioner Jones, seconded by Commissioner Martin to approve Item 5-1 failed by the following vote:

AYES: ***Jones, Martin, Riley***
NOES: ***None***
ABSTAIN: ***Webber***
ABSENT: ***Suman, Perez***

Senior Planner Scudero explained that members who were not in attendance at the meeting could still vote to approve the minutes.

A vote taken on the previous motion carried the following vote:

AYES: ***Jones, Martin, Webber, Riley***

NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Suman, Perez***

Acting Director of Community Development Scudero announced that the applicant for Public Hearing Item 6-1 was not present at this time and suggested the Planning Commission consider changing the order of the Public Hearings.

On motion by Commissioner Jones, seconded by Commissioner Martin the Planning Commission members present moved Public Hearing Item 6-2 to be heard prior to Public Hearing Item 6-1. The motion carried the following vote:

AYES: ***Jones, Martin, Webber, Riley***
NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Suman, Perez***

6. NEW PUBLIC HEARING

6-2. Jessica Court Multi-family Project | DR2023-0005 | East of the Oakley Road and Phillips Lane Intersection: The applicant, Shoonya, LLC, is requesting approval of a Tentative Tract Map, Design Review, Variance and a Tree Removal Permit for an 82-unit multi-family project.

Contract Planner Valente presented the staff report dated May 7, 2025, recommending the Planning Commission adopt the resolution recommending City Council approval of a Tentative Tract Map, Design Review, Variance and Tree Removal Permit for the development of the Jessica Court Multifamily Project.

Lance Crannell, Principal Architect, thanked staff for the comprehensive staff report and stated they were available to answer any questions this evening.

Chairperson Riley opened the public comment period.

Michael Harguth, Antioch resident, stated he was opposed to another high-density project in the area.

Chairperson Riley closed the public comment period.

In response to Commissioner Martin, Senior Planner Scudero explained that the applicant would either build the project as a rental or a condominium project. He noted there was a provision in the municipal code that if the project were built as a rental project and later converted, it would need to come back for those approvals. He confirmed that forming a homeowners' association (HOA) was common for condominium complexes to provide funding and management of services.

Planning Manager Merideth explained the Jessica Court right of way was absorbed into the project so the address would most likely be Oakley Road.

Commissioner Martin recommended that the developer inform tenants or owners about the PG&E easement. He also voiced concern that the queuing area for the gate would only hold a single vehicle and asked for clarification regarding the mailbox facilities.

Mr. Crannell explained that there are two mailbox facilities: one for letters and a mailroom for parcels. He noted that the security gate would be access-controlled to minimize queuing and that, if traffic issues arose, they would collaborate with the City Engineer to address them. He also stated that all units were expected to be market rate.

In response to Commissioner Martin, the project engineer pointed out the bioretention basins in the project.

Discussion ensued regarding the necessity to remove the heritage tree and the impact of retaining it.

In response to Chairperson Webber, Mr. Crannell explained that trash service would occur at least twice a week, with increased frequency during holidays, to prevent any buildup of trash in the dumpster areas.

Acting Planning Manager Merideth confirmed that the applicant is meeting the established parking standards, complying with the tree removal requirements, and providing the necessary replacement trees in accordance with the Antioch Municipal Code (AMC).

In response to Commissioner Jones, Senior Planner Scudero stated that the decision between condominium and rental units would be made later and was not within the Planning Commission's discretion as their focus was on the design review of the multi-family project.

Planning Manager Merideth explained that there was a small portion of property along the frontage owned by the HOA for the development to the north.

In response to Chairperson Riley, the applicant agreed to replace the Coast Live Oak tree with a native 36-inch box tree near the community center.

A motion was made by Commissioner Jones to adopt the resolution of the Planning Commission of the City of Antioch forwarding a recommendation to the City Council to adopt the proposed tentative tract map, design review, variance, and tree removal permit for the development of the Jessica Court multifamily project.

Commissioner Martin requested that the motion include recommendations concerning the native trees and the notification to owners or tenants about the PG&E easement.

Commissioner Jones withdrew her motion.

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch forwarding a recommendation to the City Council to adopt the proposed Tentative Tract Map, Design Review, Variance, and Tree Removal Permit for the development of the Jessica Court multifamily project (DR2023-0005), (VAR2025-0001) with the following recommendations:

- ***That the applicant use native plants and large native trees as part of the tree removal process***
- ***That the applicant notify property owners/tenants of the PG&E easement within the property***

The motion carried the following vote:

AYES: ***Jones, Martin, Webber, Riley***
NOES: ***None***
ABSTAIN: ***None***
ABSENT: ***Suman, Perez***

6-1. The Ranch Phase II | PD2023-0003 | Deer Valley Rd/Mammoth Way: The applicant, Richland Planned Communities, Inc. is requesting approval of the Vesting Tentative Subdivision Map to subdivide the Phase II area into 213 Low-Density-Conventional residential lots, a Use Permit to allow the development of the proposed uses and Design Review for the project landscaping.

Contract Planner Valente presented the staff report dated May 7, 2025, recommending the Planning Commission adopt the resolution recommending City Council approval of a Tentative Subdivision Map, Use Permit, and Design Review for the development of the Phase II area of The Ranch Project site.

Kyle Masters, Applicant, thanked staff for the comprehensive staff report. He gave a history of the project and reviewed the Phase II Tentative Subdivision Map, open space and trails.

Chairperson Riley opened the public comment period.

Judy Bresciani, Antioch resident, expressed concerns about her property sharing a fence line with the new development, noting that there was an easement behind her house. She suggested that a walkway between the fence lines would help address her concerns related to aesthetics, privacy, and property rights. She also pointed out that the current design with shared fencing could negatively impact her property values and might pose a risk of damage to her pool during construction.

Chairperson Riley closed the public comment period.

Mr. Masters explained that if any neighbors wish to have their fences replaced, they will replace them with a good neighbor's fence. He also noted that if there is a special fence or attachments

to the existing fencing, they would install their fence back-to-back. Additionally, he reported that any space left between fences would not be maintained, potentially leading to blight, but they had designed the setbacks with extra depth to address the separation issue.

Senior Planner Scudero added that the General Plan was adopted in 2003 and designated this property for residential development. He stated that it is standard practice for developments to share good neighbor fences.

Mr. Masters stated they would do their best to be good neighbors and encouraged homeowners to take photos and document any issues.

Chairperson Riley stated that he understood the residents' concerns; however, he had observed walkways behind residences that were not maintained. He noted that the generous setback would help address and mitigate the concerns of the existing residents.

In response to Commissioner Martin, Mr. Masters stated that he believed development would proceed in Phase 1 over the next 2 to 3 years; however, a builder might also want to begin development in Phase 2 during that period. He noted that construction could potentially start by the end of this year, but it was more likely to begin in the spring of 2026. He clarified that Phases 1 and 2 were not designed to be gated communities, although some projects in Phase 3 may include gates. Additionally, he pointed out the bioretention basins incorporated into the project.

Commissioner Martin agreed that a walkway behind the project would be very difficult to maintain and was not a viable solution.

Commissioner Jones thanked the applicant for the presentation and acknowledged her understanding of the neighbors' concerns; however, she stated that a walkway in the area would not effectively address those concerns.

For the record, the applicant stated that typically the fence would be placed on the property line, and they would replace the existing homeowner's fences. He noted that they would request right-of-entry from the neighbors and discuss whether the neighbors wanted their fences replaced. For those who decline, the applicant indicated they would install their fence sandwiched between the existing fence and the new one.

Acting Director of Community Development Scudero clarified the action before the Planning Commission this evening was to confirm that the applicant was implementing the plan that Council had approved in 2020.

Mr. Masters reported that they had presented the park and landscaping plan to the Parks and Recreation Commission, who were very supportive.

In response to Commissioner Jones, Mr. Masters reviewed the landscape plan, trail phasing plan and respite areas.

On motion by Commissioner Martin, seconded by Commissioner Webber the Planning Commission members present unanimously adopted the resolution of the Planning Commission of the City of Antioch forwarding a recommendation to the City Council to adopt the proposed Vesting Tentative Subdivision Map, Use Permit, and Design Review for the development of the Ranch Phase II Project (PD-2023-0003, UP2025-0007, DR 2025-0017). The motion carried the following vote:

AYES:	***Jones, Martin, Webber, Riley***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Suman, Perez***

7. REGULAR ITEM/NEW ITEM

7-1 Election Of Chair And Vice Chair

On motion by Commissioner Martin, seconded by Commissioner Jones the Planning Commission members present unanimously appointed Commissioner Webber as Chair and Commissioner Jones as Vice Chair of the Planning Commission. The motion carried the following vote:

AYES:	***Jones, Martin, Webber, Riley***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Suman, Perez***

8. ORAL/WRITTEN COMMUNICATIONS

Acting Planning Manager Merideth announced Commissioner Suman was appointed on April 22, 2025, and the application period for the remaining vacancy closed on April 25, 2025.

9. COMMITTEE REPORTS

Commissioner Jones announced that TRANSPLAN would be meeting on May 8, 2025, and if Commissioners had any questions, they could let her know via email and she would follow up with the Committee.

In response to Commissioner Webber, Planning Manager Merideth explained that Mayor Bernal was in communication with TRANSPLAN to determine the process for appointing an alternate to that committee.

10. NEXT MEETING: May 21, 2025

Planning Manager Merideth announced the May 21, 2025; Planning Commission meeting would include a review of the Capital Improvement Program (CIP).

11. ADJOURNMENT

On motion by Commissioner Martin, seconded by Commissioner Jones, the Planning Commission members present unanimously adjourned the meeting at 8:09 P.M. The motion carried the following vote:

AYES:	***Jones, Martin, Webber, Riley***
NOES:	***None***
ABSTAIN:	***None***
ABSENT:	***Suman, Perez***

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

SUBDIVISION 6717

OAKLEY MEADOWS

A RESUBDIVISION OF PARCEL "B" & "C" OF PARCEL MAP MS 117-74, (37 PM 41), AND A RESUBDIVISION OF PARCEL "A" OF PARCEL MAP MS 14-86 (125 PM 17), BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 21, T2N, R2E, M.D.B. & M., CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA.

Wallace B. Duncan

Antioch *California*

FEBRUARY 1988 SCALE: 1" = 40'

OWNER'S STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVEY BLACK LINES UPON THIS MAP, DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME AND DO HEREBY DEDICATE FOR PUBLIC USE THE PORTION OF SAID LANDS DESIGNATED ON SAID MAP AS JESSICA COURT.

THE "PRIVATE STORM DRAIN EASEMENT", OR "P.S.D.E.", IS DEDICATED TO LOT 7 AS AN EASEMENT IN WHICH TO CONSTRUCT AND MAINTAIN STORM DRAIN SEWER LINE AND APPURTENANCES AND ACCESS THERETO, UNDER, ON AND ABOVE THE AREA DESIGNATED ON SAID MAP.

THE "TREE PLANTING EASEMENT", OR "T.P.E.", IS DEDICATED FOR PUBLIC USE AS AN EASEMENT IN WHICH A 15 GALLON TREE PER LOT IS TO BE PLANTED AND MAINTAINED BY THE PROPERTY OWNER. THE TREE LOCATION AND TYPE TO BE APPROVED BY TO CITY ENGINEER.

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

BY: William Earl Sexton BY: Donna Louise Sexton
WILLIAM EARL SEXTON DONNA LOUISE SEXTON

ACKNOWLEDGEMENT – INDIVIDUAL

STATE OF CALIFORNIA)
SS
COUNTY OF CONTRA COSTA)

ON THIS 23rd DAY OF February, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED William Earl Sexton AND Donna Louise Sexton, KNOWN TO ME OR (PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING STATEMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME, in their Authorized Capacity.

WITNESS MY HAND [redacted]

M. Cleo Smith
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE. M. Cleo Smith Contra Costa County

MY COMMISSION EXPIRES 12-19-97

CITY CLERK'S STATEMENT:

I, THE UNDERSIGNED, FLORENCE V. RUNDALL, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY STATE THAT THIS MAP CONSISTING OF 2 SHEETS AND ENTITLED "SUBDIVISION 6717, OAKLEY MEADOWS" WAS PRESENTED TO SAID COUNCIL AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON February 22, 1994, AND THAT SAID COUNCIL DID THEREUPON APPROVE SAID MAP AND DID ACCEPT ON BEHALF OF THE PUBLIC AS JESSICA COURT, AND EASEMENTS SHOWN THEREUPON AS DEDICATED TO PUBLIC USE. I FURTHER STATE THAT ALL AGREEMENTS AND SURETY AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF ANTIOCH AND ARE FILED IN MY OFFICE.

IN WITNESS THEREOF I HAVE HEREUNTO SET MY HAND THIS 24th DAY OF February, 1994.

Florence V. Rundall
CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF ANTIOCH. COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

TRUSTEE'S STATEMENT:

THE UNDERSIGNED, AS TRUSTEE'S UNDER THE DEED OF TRUST RECORDED MAR 1, 1983, IN BOOK 11167 OF OFFICIAL RECORDS, AT PAGE 468, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATIONS THEREON.

Guaranty National Mortage Corporation, A Wisconsin Corporation

DATED: JUNE 14 1994

BY: Linda Leipolt BY: Castillo
LINDA LEIPOLT - AVP ARMANDO CASTILLO VP

ACKNOWLEDGEMENT – CORPORATION

STATE OF ~~CALIFORNIA~~ WISCONSIN)
SS
COUNTY OF ~~CONTRA COSTA~~ MILWAUKEE)

ON THIS 14TH DAY OF JUNE, 1994, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED LINDA LEIPOLT AND ARMANDO CASTILLO KNOWN TO ME OR PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE ASST VP AND VICE PRESIDENT OF THE CORPORATION THAT EXECUTED THE FOREGOING STATEMENT, AND ALSO KNOWN TO ME TO BE THE PERSONS WHO EXECUTED IT ON BEHALF OF SUCH CORPORATION AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE WITHIN STATEMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

MY COMMISSION EXPIRES 10-23-94

ENGINEER'S STATEMENT:

I, WALLACE B. DUNCAN, HEREBY STATE THAT I AM A REGISTERED CIVIL ENGINEER OF THE STATE OF CALIFORNIA; THAT THIS MAP CONSISTING OF 2 SHEETS, CORRECTLY REPRESENT A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER 1986; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN ON OR BEFORE SEPTEMBER 1996, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THAT THE AREA IS [illegible] ACRES MORE OR LESS.

REGISTERED PROFESSIONAL ENGINEER WALLACE B. DUNCAN No. 27827 Exp. 3-31-94 CIVIL STATE OF CALIFORNIA

WALLACE B. DUNCAN
R.C.E. 27827
EXPIRATION DATE: 3-[illegible]

DATED: 10 Feb. 1994

CITY ENGINEER'S STATEMENT:

I, STANFORD E. DAVIS, CITY ENGINEER OF THE CITY OF ANTIOCH, HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED "SUBDIVISION 6717, OAKLEY MEADOWS"; THAT SAID SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF AS APPROVED BY THE CITY OF ANTIOCH, CITY COUNCIL ON FEBRUARY 22, 1994, RESOLUTION NO. 94/26, THAT ALL THE PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE SAME IS TECHNICALLY CORRECT. A SOILS REPORT FOR THIS SUBDIVISION HAS BEEN PREPARED BY THE FIRM OF PURCELL, RHOADES & ASSOCIATES DATED FEBRUARY 19, 1986, PROJECT NO. H0122-002, UNDER THE DIRECTION ON DANIEL J. RHOADES, R.C.E. 16891. THE REPORT IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

Stanford E. Davis
STANFORD E. DAVIS
CITY ENGINEER
R.C.E. NO. : C 14298
EXPIRATION DATE: 3-31-97

DATED: 2-24-94

CITY PLANNING COMMISSION'S STATEMENT:

I HEREBY STATE THAT THE PLANNING COMMISSION OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON WHICH THIS FINAL MAP IS BASED.

DATED: 2/24/94

SECRETARY OF THE PLANNING COMMISSION OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

CLERK OF THE BOARD OF SUPERVISOR'S STATEMENT

I STATE, AS CHECKED BELOW, THAT:

[ ] A TAX BOND ASSURING PAYMENT OF ALL TAXES WHICH ARE NOW A LIEN, BUT NOT YET PAYABLE, HAS BEEN RECEIVED AND FILED WITH THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

[X] ALL TAXES DUE HAVE BEEN PAID AS CERTIFIED BY THE COUNTY REDEMTION OFFICER.

DATED: June 30, 1994 PHIL BATCHELOR, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR.

BY: L. Casillas
DEPUTY CLERK

COUNTY RECORDER'S STATEMENT:

THIS MAP ENTITLED, "SUBDIVISION 6717, OAKLEY MEADOWS" IS HEREBY ACCEPTED FOR RECORDATION, SHOWING A CLEAR TITLE AS PER LETTER OF TITLE MADE BY DATED THE 1ST DAY OF JULY, 1994, AND AFTER EXAMINING THE SAME I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF THE STATE LAWS AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED AT THE REQUEST OF AMERICAN TITLE INSURANCE COMPANY AT 11:00 A.M., ON THE 1ST DAY OF JULY, 1994 IN BOOK 374 OF MAPS AT PAGE 1, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

#94-172996

STEPHEN L. WEIR
COUNTY RECORDER, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

BY: Mendlock
DEPUTY COUNTY RECORDER

SHEET 1 OF 2

M 473

7-1-94 11:50 AM 374-1 PW. 531

SUBDIVISION 6717

OAKLEY MEADOWS

A RESUBDIVISION OF PARCEL "B" & "C" OF PARCEL MAP MS 117–74, (37 PM 41), AND A RESUBDIVISION OF PARCEL "A" OF PARCEL MAP MS 14–86 (125 PM 17), BEING A PORTION OF THE SOUTHEAST ONE QUARTER OF SECTION 21, T2N, R2E, M.D.B. & M., CITY OF ANTIOCH, CONTRA COSTA COUNTY, CALIFORNIA.

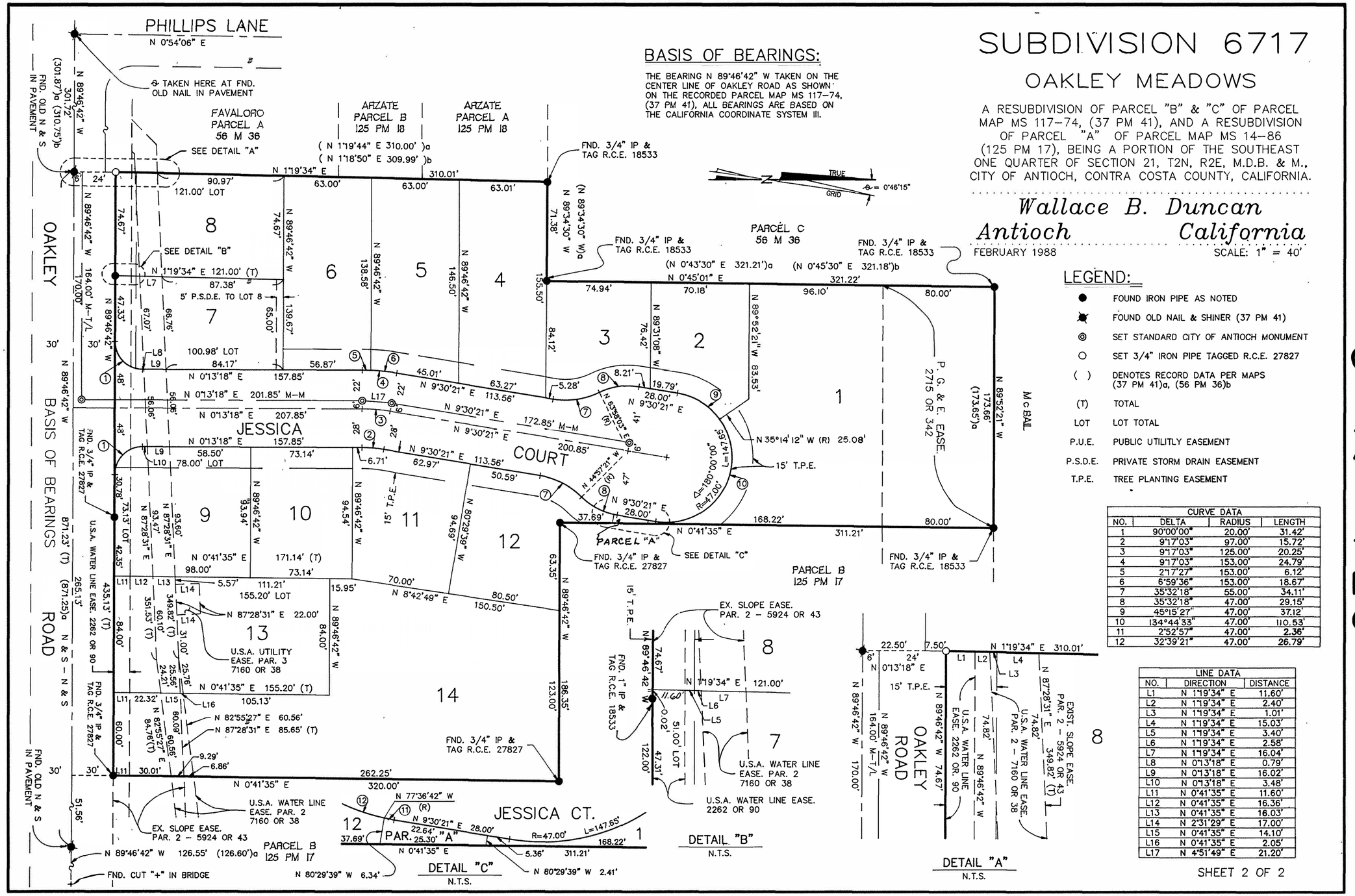
Wallace B. Duncan

Antioch *California*

FEBRUARY 1988 SCALE: 1" = 40'

BASIS OF BEARINGS:

THE BEARING N 89°46'42" W TAKEN ON THE CENTER LINE OF OAKLEY ROAD AS SHOWN ON THE RECORDED PARCEL MAP MS 117–74, (37 PM 41), ALL BEARINGS ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM III.



LEGEND:

- ● FOUND IRON PIPE AS NOTED
- ✱ FOUND OLD NAIL & SHINER (37 PM 41)
- ◎ SET STANDARD CITY OF ANTIOCH MONUMENT
- ○ SET 3/4" IRON PIPE TAGGED R.C.E. 27827
- ( ) DENOTES RECORD DATA PER MAPS (37 PM 41)a, (56 PM 36)b
- (T) TOTAL
- LOT LOT TOTAL
- P.U.E. PUBLIC UTILITY EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- T.P.E. TREE PLANTING EASEMENT

CURVE DATA			
NO.	DELTA	RADIUS	LENGTH
1	90°00'00"	20.00'	31.42'
2	9°17'03"	97.00'	15.72'
3	9°17'03"	125.00'	20.25'
4	9°17'03"	153.00'	24.79'
5	2°17'27"	153.00'	6.12'
6	6°59'36"	153.00'	18.67'
7	35°32'18"	55.00'	34.11'
8	35°32'18"	47.00'	29.15'
9	45°15'27"	47.00'	37.12'
10	134°44'33"	47.00'	110.53'
11	2°52'57"	47.00'	2.36'
12	32°39'21"	47.00'	26.79'

LINE DATA		
NO.	DIRECTION	DISTANCE
L1	N 1°19'34" E	11.60'
L2	N 1°19'34" E	2.40'
L3	N 1°19'34" E	1.01'
L4	N 1°19'34" E	15.03'
L5	N 1°19'34" E	3.40'
L6	N 1°19'34" E	2.58'
L7	N 1°19'34" E	16.04'
L8	N 0°13'18" E	0.79'
L9	N 0°13'18" E	16.02'
L10	N 0°13'18" E	3.48'
L11	N 0°41'35" E	11.60'
L12	N 0°41'35" E	16.36'
L13	N 0°41'35" E	16.03'
L14	N 2°31'29" E	17.00'
L15	N 0°41'35" E	14.10'
L16	N 0°41'35" E	2.05'
L17	N 4°51'49" E	21.20'

SHEET 2 OF 2

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CITY OF ANTIOCH CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Monserrat Cabral, Youth Services Network Manager

APPROVED BY: Tasha Johnson, Public Safety and Community Resources Director

SUBJECT: Amendment No. 2 to the Consulting Services Agreement with One Day at a Time, with fiscal sponsor Community Initiatives, increasing the agreement amount by $587,173 to an amount not to exceed $706,613 for the 2022-25 City of Antioch's California Violence Intervention and Prevention (CALVIP) Program

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RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the second amendment to the Consulting Services Agreement with One Day at a Time (ODAT), with fiscal sponsor Community Initiatives, for the City of Antioch's 2022–2025 California Violence Intervention and Prevention (CalVIP) grant. The amendment increases the total contract amount by $587,173 to an amount not to exceed $706,613 and extends the term of the agreement through June 30, 2026.

FISCAL IMPACT

This action increases the amount of the Consultant Services Agreement with ODAT by $587,173 in CalVIP funding to an amount not to exceed $706,613 There is no impact to the City's General Fund.

This updated contract amount includes approximately $119,441 in unspent funds from the original CalVIP allocation of $340,806, which will be rolled into the extended grant term to support continued implementation and authorizing the City Manager or designee to execute the second amendment to the Consulting Services Agreement in a form approved by the City Attorney.

DISCUSSION

The City of Antioch's violence prevention initiative was first launched through successfully submitting a proposal to the Board of State and Community Corrections (BSCC) for Cohort 4 of the California Violence Intervention and Prevention (CalVIP) grant. The proposal was submitted in 2021, and in February 2022, the City was awarded $1,794,116 to implement

evidence-based violence reduction strategies over a three-year grant cycle spanning from July 1, 2022, through June 30, 2025. As part of the award, the City was required to provide a 100% local match, doubling the program's investment to support staffing, partner agencies, and operational infrastructure. In early 2025, BSCC approved a no-cost extension, allowing the City to continue evaluation activities through December 2025 and conduct a complete six-month evaluation phase from January to June 2026. The initial year of the grant focused on responsibly building the program infrastructure—this included setting up a new department, conducting a deliberate and rigorous hiring process to recruit qualified staff, and securing the right partners through a competitive procurement process to ensure taxpayer dollars were managed with transparency and impact.

In June 2023, One Day at a Time (ODAT) was brought on board as the lead community-based organization, receiving $340,806 to conduct direct street-level outreach and implement the Peacemaker Fellowship, an intensive, community-rooted intervention model. Additionally, the City contracted with Evident Change for $89,705 to conduct a comprehensive, third-party evaluation throughout the program's life cycle to ensure data-informed decision-making and accountability. Advance Peace, a nationally recognized expert in urban gun violence reduction, was selected as the technical assistance and training provider for $435,000, bringing a proven model and capacity-building expertise to support Antioch's efforts. The City's approach has been intentional and fiscally responsible, prioritizing community safety and long-term program sustainability while aligning with best practices and state-level expectations for effective violence intervention.

GOALS (submitted in the CalVIP proposal and approved 2.10.2022)

1. Establish and build a partnership-based program management framework.
2. Improve individual outcomes for people at high risk for gun violence and fortify police/community relations with people exposed to or experiencing violence.
3. Implement a comprehensive strategy, assess effectiveness, and develop sustained funding and support.

OUTCOMES AS OF APRIL 30, 2025:

Goal 1: Build a Partnership-Based Program Management Framework

The City of Antioch has developed a foundation for evidence-based violence reduction through strong partnerships, data-driven strategies, and shared accountability. Key Outcomes:

- A Gun Violence Problem Analysis was completed in late 2023 in partnership with the Antioch Police Department and the California Partnership for Safe Communities (CPSC).
    - Identified more than 40 individuals at the highest risk of gun violence involvement
    - Informed referral strategies and geographic priorities for the Peacemaker Fellowship
- Monthly internal oversight reviews were launched to track progress and ensure accountability.
- Bi-monthly cross-sector convenings with ODAT, Antioch PD, Advance Peace, and Evident Change enable real-time strategy coordination, data sharing, and joint problem-solving.
- ODAT, as the community-based implementation partner since June 2023, has:
    - Conducted more than 300 hours of outreach
    - Participated in over 30 community events

    - Built partnerships with dozens of local stakeholders in key neighborhoods, including Sycamore
- Community trust has increased, reflected by a rise in self-referrals and family engagement

Goal 2: Improve Individual Outcomes and Strengthen Community-Police Relations
The Uplifting Peace Program has achieved measurable improvements in participant outcomes and demonstrated success in community-level violence interruption. Key Outcomes:

- 19 high-risk individuals (Fellows) are actively enrolled in the Peacemaker Fellowship and receiving intensive, trust-based mentorship from Neighborhood Change Agents (NCAs).
- Program retention remains high: over 95% of enrolled Fellows have remained consistently engaged for at least six consecutive months.
- Structured programming has included:
    - More than 150 hours of group-based engagement
    - Weekly outreach sessions
    - Biweekly life-mapping workshops
    - Monthly healing-centered engagement circles
- Additional individual outcomes include:
    - 100% of Fellows have remained alive and free from gun-related injury
    - 75% (14 of 19) have avoided re-arrest
    - 53% (10 of 19) have enrolled in education or workforce development programs
    - 53% (10 of 19) have received legal and/or reentry support
    - 53% (10 of 19) have accessed substance use recovery services
    - 26% (5 of 19) have engaged in mental health treatment
- Over 25 violent conflicts have been successfully interrupted, helping prevent likely retaliatory shootings.
- Example of success: One Fellow with a prior record of gun violence relocated out of Antioch, completed court-mandated programming, and secured employment with UPS—demonstrating the program's potential to transform life trajectories.
- Collaboration with law enforcement has deepened through:
    - Monthly joint briefings with Antioch PD
    - Shared intelligence and outreach coordination
    - Five co-hosted community events (e.g., basketball games, neighborhood clean-ups) designed to build relationships between police and residents

Goal 3: Implement a Comprehensive Strategy and Develop Sustained Support
The City of Antioch is advancing a long-term, evidence-based public safety strategy to ensure sustainable violence prevention beyond the CalVIP grant period. Key Outcomes:

- A formal partnership with the Hope and Heal Fund supports the development of a comprehensive, citywide violence prevention plan.
- The strategy prioritizes historically impacted neighborhoods, including Cavallo Road and Sycamore, and incorporates:
    - Community engagement and listening sessions
    - Analysis of system gaps and service needs
    - Disaggregated data collection focused on gun violence, domestic violence, and retaliatory harm
- The strategic planning process will:

  - Assess the effectiveness of current investments
  - Identify sustainable funding and policy opportunities
  - Establish a citywide, equity-centered violence reduction framework
- This work is positioning Antioch to institutionalize a coordinated, accountable, and community-informed public safety model.

OUTREACH, RECRUITMENT & RETENTION:

1. ODAT identifies potential fellows using a combination of data and community-based referrals:
   a. City data (e.g., crime mapping, shooting victim/witness data, probation/parole lists)
   b. School district referrals (for youth showing patterns of chronic absenteeism, behavioral issues, or involvement in conflicts)
   c. Community referrals from trusted partners, including local CBOs, credible messengers, neighborhood leaders, and faith institutions
   d. Street outreach observations by trained violence interrupters and outreach workers
   e. Priority is given to individuals who are:
      i. Actively involved in or closely associated with group/gun violence
      ii. Between the ages of 14 and 28
      iii. Residing in or frequenting violence-impacted neighborhoods
2. Once a potential fellow is identified, ODAT conducts focused outreach to build rapport and offer program enrollment:
   a. Initial Contact conducted by NCA
   b. Referrals from trusted partners are accompanied by an introduction and supportive follow-up
   c. Outreach is trauma-informed, culturally responsive, and conducted in safe, accessible spaces (e.g., schools, parks, homes, or neutral sites)
   d. Motivational interviewing techniques explore readiness and interest in changing behavior and engaging in services.
3. Once interest is confirmed, a brief intake assessment is conducted to document:
   a. Risk level
   b. Support needs
   c. Goals and motivations
   d. History of involvement in violence or retaliation cycles

ODAT has incorporated “Hot Spot” Intelligence and Community Walks by regularly walking and engaging in “hot blocks” where gun violence is concentrated (Sycamore area, Delta Fair, etc.).

4. Youth and young adults voluntarily enroll, signing a mutual agreement that outlines expectations, stipends, and opportunities.
   a. Fellows are introduced to their assigned life coach and begin a 6–12 month intensive mentorship process that includes:
      i. Weekly coaching sessions
      ii. Life mapping and goal setting
      iii. Conflict mediation and healing circles
      iv. Participation in civic engagement, training, or workforce preparation

activities

5. Ongoing Support and Follow-up
    a. Fellows receive wraparound support, including:
        i. Mental health services
        ii. Educational or job training referrals
        iii. Court advocacy
        iv. Emergency/crisis support
    b. Progress is monitored and documented monthly through case management tools and fidelity check-ins with ODAT supervisors

The City of Antioch has established a clear and timely protocol for engaging victims of recent shootings and their immediate networks within 24 to 72 hours of an incident. This response includes coordinated efforts with hospital-based intervention teams to provide trauma-informed support and prevent retaliatory violence. Additionally, the Uplifting Peace Program operates under a structured, tiered advancement system that tracks participant progress through defined milestones. This system allows staff to measure individual outcomes and guide Fellows as they advance through the program, ensuring accountability, growth, and sustained engagement. Sixteen out of the nineteen fellows currently enrolled in our program have documented histories of gun-related offenses. They are deeply entrenched in cycles of street-level violence, as verified through official records accessed during intake and onboarding. These outcomes were achieved with two full-time Neighborhood Change Agents (NCAs)**.** Additionally, ODAT operates without a dedicated full-time Project Manager, placing substantial administrative and coordination burdens on frontline staff.

STAFFING:

Project Manager (1)

To ensure the successful recruitment, hiring, and onboarding of a qualified Project Manager for the Uplifting Peace Program with ODAT by July 15, 2025, ODAT. The job description outlines key responsibilities such as project coordination, staff supervision, stakeholder engagement, grant compliance, and required and preferred qualifications rooted in community-based violence prevention and trauma-informed care. From May 6-17, 2025, ODAT launched a multi-channel outreach and recruitment campaign, utilizing nonprofit job boards, regional networks, CalVIP and CBO coalitions, local workforce development programs, LinkedIn, and targeted community referrals to attract a diverse and mission-aligned applicant pool. A structured interview and scoring process will take place between May 28, 2025 – June 8, 2025, including panel interviews, scenario-based questions, and a relevant written exercise to assess core competencies. The selected candidate will be notified by June 20th and begin onboarding immediately to ensure a smooth transition and alignment with the Advance Peace model, ODAT's operational goals, and the City of Antioch's CalVIP funding milestones.

Neighborhood Change Agents (NCAs) (2)

A multi-tiered oversight and support structure has been established to ensure interventions are delivered with fidelity to the Peacemaker Fellowship™ model that guides the Uplifting Peace Program. This includes monthly meetings between the City of Antioch and the CalVIP team to review implementation progress, address challenges, and ensure alignment with program goals. Monthly technical assistance sessions with Advance Peace are held to assess community conditions, evaluate intervention strategies, and reinforce

adherence to the model. Weekly staff meetings are also conducted to monitor outreach activity, participant engagement, and operational consistency. These structured check-ins help maintain accountability and foster continuous improvement.

At present, the program is supported by two NCAs managing 19 Fellows. Based on the recommended intervention standard—one NCA per 5–8 Fellows—this caseload exceeds the recommended threshold, resulting in resource strain and limited capacity for deeper engagement. A third NCA is necessary to appropriately serve the current number of Fellows and support potential expansion.

The current staffing model provides weekday-only coverage (Monday–Friday, 9:00 AM–5:00 PM), leaving significant gaps during evenings and weekends, when community violence is more likely to occur. Adding a third NCA would enable the program to provide 14-hour daily coverage, 7 days a week, ensuring more consistent and timely interventions. A proposed staggered schedule with three NCAs could include:

- **NCA 1**: Sunday–Thursday, 12:00 PM–10:00 PM
- **NCA 2**: Tuesday–Saturday, 9:00 AM–7:00 PM
- **NCA 3**: Friday–Monday, 2:00 PM–12:00 AM

This structure would expand geographic and temporal coverage, improve responsiveness, and allow for more sustainable caseload management—ultimately strengthening the program's ability to reduce violence and support high-risk individuals across the city.

A contract amendment is requested to increase the current CalVIP award of $340,806 by $5687,173 to support critical program enhancements from July 2024 through June 2026. All programmatic work and expenditures will be completed by December 31, 2025. The period from January 1, 2026 to June 30, 2026 will serve as a no-cost extension dedicated to final evaluation, close-out activities, and financial auditing. During this time, all partner agencies and organizations must remain engaged to support accurate reporting and ensure compliance with grant requirements. This additional funding will support:

- Increased staffing capacity to meet service demand
- Expanded outreach and wraparound services for high-risk participants
- Strengthened community engagement and violence prevention efforts

*The attached evaluation summary, prepared by Evident Change, who serve as the evaluators for the CalVIP project in the City of Antioch, reflects implementation findings as of May 2024, when 3 Fellows were actively enrolled in the Uplifting Peace program. Since then, enrollment and engagement have grown to 19 Fellows as of April 30, 2025. This increase demonstrates the program's expanded reach, strengthened community connections, and enhanced referral processes. The outcomes and data in this Council report align with CalVIP goals, and the findings from the evaluation summary are updated to provide the latest information on program impact.

ATTACHMENTS

A. Resolution
B. Budget
C. Budget Narrative
D. Tier Stats on Fellows
E. NCA Job Description

F. Evaluation: Data Summary #2*
G. Original Contract
H. ODAT Presentation

RESOLUTION NO. 2025/xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH ONE DAYAT A TIME, WITH FISCAL SPONSOR, COMMUNITY INITIATIVES, FOR PROGRAM DELIVERY AND IMPLEMENTATION FOR THE CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) PROGRAM, INCREASING THE AMOUNT BY $587,173 AND EXTENDING THE TERM OF SERVICES THROUGH JUNE 30, 2026

WHEREAS, the City of Antioch was awarded funding under the California Violence Intervention and Prevention (CalVIP) Cohort 4 Grant by the Board of State and Community Corrections (BSCC) to support community-based violence prevention strategies; and

WHEREAS, the City originally allocated $340,806 of CalVIP funds to support implementation of the Uplifting Peace initiative, and to date, approximately $119,441 in unspent funds remain available for reallocation; and

WHEREAS, the City Council approved a First Amendment to the Consulting Services Agreement with One Day at a Time (ODAT) on July 1, 2024, extending services through June 30, 2025 and expanding program deliverables; and

WHEREAS, the BSCC has since approved a revised budget and no-cost extension, authorizing continued programming through December 31, 2025 and administrative closeout through June 30, 2026; and

WHEREAS, the proposed Second Amendment increases the agreement by $587,173 and incorporates a total revised budget of $706,613, reflecting both the reallocation of remaining funds and additional CalVIP grant support; and

WHEREAS, the amendment aligns with the City's public safety and equity priorities by expanding community-led services that reduce violence, promote healing, and address the complex needs of high-risk individuals with no impact to the General Fund; and

WHEREAS, the expanded scope includes increased staffing of Neighborhood Change Agents, participant stipends, transformative travel, milestone events, and wraparound supports such as mental health, legal assistance, and emergency stabilization services; and

WHEREAS, ODAT has demonstrated early program success, with 19 high-risk individuals engaged in the Peacemaker Fellowship® program, over 95% retention, no participant fatalities or injuries, and a 75% arrest-free rate; and

WHEREAS, this extension through June 30, 2026 will support required evaluation, auditing, and grant closeout activities in alignment with BSCC requirements.

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NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the second amendment to the agreement with ODAT, increasing funding by $587,173 for a total amount not to exceed $706,613 to support expanded programming under the Uplifting Peace initiative, and authorizing the City Manager or designee to execute the amendment in a form approved by the City Attorney.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

PERSONNEL COSTS	FTE %	FY24	ACTUAL FY24	FY25	ACTUAL FY25	FY26
Executive Director (1/4 time)	25%	$ 26,000.00	$ 27,909.00	$ 26,000.00	$ 14,797.00	$ 13,000.00
Project Manager/FT	100%	$ 87,859.00	$ 78,842.00	$ 90,400.00	$ 61,997.00	$ 40,000.00
NCA/Interventionist/Outreach Worker	100%	$ 71,884.00	$ 50,113.00	$ 72,816.00	$ 47,103.00	$ 36,408.00
NCA/Interventionist/Outreach Worker	100%	$ 33,280.00	$ 20,000.00	$ 72,816.00	$ 37,404.00	$ 36,408.00
NCA/Interventionist/Outreach Worker (NEW)		$ -	$ -	$ 6,200.00	$ -	$ 36,408.00
TOTAL PERSONNEL		$ 219,023.00	$ 176,864.00	$ 268,232.00	$ 161,301.00	$ 162,224.00
PROGRAM SUCCESS SUPPORT						
Staff Training & Development		$ 1,200.00	$ 3,588.00	$ 4,000.00	$ 2,321.19	$ 15,200.00
Transformative Travel			$ -	$ 2,700.00	$ 680.00	$ 40,000.00
Sub-contractor		$ 13,500.00	$ 13,500.00	$ -	$ -	$ -
TOTAL PERSONNEL PROGRAM SUCCESS SUPPORT		$ 14,700.00	$ 17,088.00	$ 6,700.00	$ 3,001.19	$ 55,200.00
Community Events						
Hope in Motion – Christmas Gift Giveaway		$ -	$ -	$ 2,400.00	$ 2,370.00	
Backpack Giveaway		$ -	$ -	$ -		$ 9,000.00
Thanksgiving Food Giveaway		$ -	$ -	$ -		$ 10,000.00
Hope in Motion – Christmas Gift Giveaway		$ -	$ -	$ -		$ 6,000.00
			$ -			
TOTAL COMMUNITY EVENTS		$ -	$ -	$ 2,400.00	$ 2,370.00	$ 25,000.00
PROGRAM SUPPLIES & MATERIALS						
Cell Phone (2)		$ 1,200.00	$ 701.00	$ 2,000.00	$ 594.00	$ 667.00
Mileage		$ 3,600.00	$ 1,292.00	$ 4,700.00	$ 2,011.00	$ 2,350.00
Office & Program Supplies		$ 1,800.00	$ 712.00	$ 634.00	$ 241.00	$ 316.00
Computer & Software		$ 5,000.00	$ 1,043.00	$ 620.00	$ 585.00	$ 310.00
Marketing		$ 3,000.00	$ 45.00	$ 3,000.00	$ -	$ -
TOTAL PROGRAM SUPPLIES & MATERIALS		$ 14,600.00	$ 3,793.00	$ 10,954.00	$ 3,431.00	$ 3,643.00
CLIENT FUND						
Educational/Vocational training Costs/Job Readiness		$ 34,000.00	$ 330.00	$ 15,000.00	$ 10,757.00	$ 15,000.00
Transportation Expenses		$ 9,000.00		$ 1,000.00	$ 145.00	$ 5,000.00
Food/Groceries Asst/Hardship		$ 9,000.00	$ 590.00	$ 6,000.00	$ 2,893.00	$ 6,000.00
Client Incentives		$ 4,500.00		$ 38,266.00	$ 24,400.00	$ 34,133.00
TOTAL CLIENT FUND		$ 56,500.00	$ 920.00	$ 60,266.00	$ 38,195.00	$ 60,133.00
INDIRECT COSTS						
Community Initiatives as fiscal sponsor at 10% of total expenses.	10%	$ 30,982.30	$ 20,146.00	$ 38,805.78	$ 18,581.00	$ 34,355.56
Contingency		$ 5,000.00	$ 2,554.00	$ 700.00	$ 545.00	$ 3,000.00
TOTAL		**$ 340,805.30**	**$ 221,365.00**	**$ 388,057.78**	**$ 225,054.19**	**$ 318,555.56**
Remaining balance			**$ 119,440.30**			

Budget Summary	
Original Allocation (FY24) 6/1/23-6/30/24	$ 340,805.86
Actual Spent through June 2024	$ 221,365.00
Projected Rollover from FY24 (beginning 7/1/24)	$ 119,440.30
Projection FY25 (7/1/24-6/30/25)	$ 388,057.78
Projection FY26 (7/1/25-12/31/25)	$ 318,555.56
Total Expenses requested FY 25 + FY26	**$ 706,613.33**
FY24 Rollover funds	**$ 119,440.00**
New contract amount	$ 587,173.33

Budget Narrative

Personnel Salaries

Executive Director (25% FTE)
The Executive Director of One Day At a Time will dedicate 25% of their time to overseeing the Uplifting Peace project. Responsibilities include attending weekly Uplifting Peace meetings, providing strategic and technical support, and building relationships with service providers. The Executive Director will also participate in leadership trainings and provide overall program oversight to ensure alignment with organizational goals and community impact.

Program Manager (100% FTE)
This full-time position (40 hours/week) at $34per/hr with a $3,000 sign on bonus, will serve as the day-to-day leader for the Uplifting Peace initiative. The Program Manager will be responsible for the successful implementation of the program, including supervision and support of Neighborhood Change Agents (NCAs), oversight of program participants (Fellows), coordination of staff, and facilitation of internal and external stakeholder meetings. They will manage data collection, reporting, and evaluation processes, while ensuring the program remains aligned with community goals and grant requirements.

Neighborhood Change Agents (NCAs) – 3x (100% FTE)
NCAs are full-time outreach workers responsible for interrupting violence, supporting high-risk individuals (fellows), and connecting them to critical services. They conduct consistent street outreach, mediate conflicts, and provide intensive case management. NCAs play a vital role in building trust within high-risk communities and fostering positive change by linking participants to mental health care, housing, employment, and other supportive resources. They also strengthen community relationships by organizing events that bring together residents, public safety, and service partners.

- From July 2024 to December 2024, NCAs will be compensated at $25/hour.
- From January 2025 to December 2025, NCAs will receive an increase to $28/hour.
- Additionally, an additional full-time NCA will be hired for 7 months, from June 2025-Dec.2025 at a rate of $28/hour to provide evening and weekend coverage, extending outreach to critical timeframes when violence is more likely to occur.

Trainings and Professional Development

To ensure our team continues to implement and align with the Advance Peace model, we are allocating funds for ongoing training and development. This includes attendance at six key trainings throughout the year, with an average cost of $800 per trip, covering four staff members. These sessions are essential for enhancing staff skills, maintaining fidelity to the intervention model, and staying informed about best practices in violence prevention and community engagement.

FY 2025= Total: $4,000
FY 2026= Total: $15,200

Transformative Travel

We are budgeting $40,000 for transformative travel opportunities that include 15 participants (fellows) and 5 staff members. These trips are designed not only to expose fellows to new environments, perspectives, and leadership development experiences but also to reinforce the importance of service. Each trip includes airfare, lodging, educational/training activities, and a day of giving back to the host community—for example, providing essentials like food or hygiene supplies to underserved children in other countries. This initiative is key to broadening worldview, instilling empathy, and reinforcing the fellowship's values of service, growth, and healing.

Total: $40,000 (Average cost $2,000 per person)

Community Events

Backpack Giveaway – $9,000
Date: July 2025
Location: TBA (AHS possibility)

To support families ahead of the school year, we will host a Back-to-School Backpack Giveaway benefiting 250 students. Each backpack will include essential supplies, at approximately $32 per student, totaling $8,000. An additional $1,000 is allocated for meals provided to volunteers during preparation and distribution days. This event will also serve as an opportunity for deeper community engagement. We plan to invite local CBOs, peacemaker fellows, and service providers—such as mental health agencies, youth employment programs, and restorative justice organizations—to table at the event. Credible messengers, including violence interrupters and formerly incarcerated community leaders, will assist in distributing the backpacks to foster trust and visibility, with the goal of involving current fellows in the process. We will also collect parent contact information to support follow-up outreach, including invitations to healing circles, trauma workshops, and other supportive services.

Thanksgiving Food Giveaway – $10,000
Date: November 2025
Location: TBA (Sycamore possibility)

This initiative will support at least 100 families by providing groceries to prepare a traditional Thanksgiving meal, at an estimated cost of $100 per family. This $10,000 investment helps ensure that families facing hardship can still enjoy a meaningful and nourishing holiday. The event will be hosted in the sycamore community, designed to foster a welcoming and safe environment, encouraging not only distribution but genuine connection. In addition to food, we will provide gun violence awareness materials focused on conflict resolution, anti-violence messaging, and local support resources. On-site referrals to wraparound services, including trauma recovery, legal programs, and parenting workshops—will also be available. Fellows who have participated in the programs will be invited to volunteer, promoting pro-social behavior and reinforcing their leadership within the community.

Hope in Motion – Christmas Gift Giveaway – $6,000
Date: December 2025
Location: TBA (AHS possibility)

Now in its second year, this holiday event brings gifts and joy to 200 families in need. The initiative blends community collaboration, donated items, and purchased gifts to ensure that children feel remembered and celebrated during the holiday season. An additional $1,000 is allocated to provide meals for volunteers during preparation and distribution days. To strengthen long-term engagement, we will collect data through opt-in sign-ups, allowing us to keep families informed about year-round intervention efforts. This outreach will include information on gun violence awareness, trauma recovery services, youth development programs, parenting workshops, and safe spaces for youth. The event will also feature "Peace Pledge" stations, where youth and families can commit to being agents of peace and receive a small token—such as a bracelet, sticker, or photo as a symbol of their pledge.

Total for Community Events: $25,000

Program Supplies and Materials

This section includes the necessary materials and operational costs to support program implementation, outreach, and communication over the 18-month period.

- Cell Phones
  - FY2025 $2,000.00
  - FY2026 $667
    - Covers monthly phone costs at $66/month for two staff, plus the addition of a phone for the new NCA for seven months ($33/month). Phones are essential for outreach, case management, and responding to fellows and community needs in real-time.
- Mileage
  - FY2025 $4,700.00
  - FY2026 $2,350
    - Estimated at $300/month for ongoing outreach and transportation. This increases to $450/month for 7 months due to the addition of a third NCA, who will extend outreach during evenings and weekends in high-risk zones.
- Office and Program Supplies
  - FY2025 $634
  - FY2026 $316
    - Includes general supplies such as notebooks, binders, pens, outreach forms, and printed materials. Budgeted at $50/month, with an additional $50/month included for the new NCA during their 7-month term.
- Computer & Software
  - FY2025 $620
  - FY2026 $310
    - Covers software licensing, emails, and a new computer setup for the additional NCA. Estimated at $60/month, with $30/month allocated for the new staff for 7 months.
- Marketing
  - FY2025 $3,000.00
  - FY2026 $0
    - Supports production of branded t-shirts, outreach flyers, and promotional items used during community events and public engagement efforts. These materials help build visibility and trust while reinforcing the program's presence in the community.

Total for Program Supplies and Materials FY25: $10,954

Total for Program Supplies and Materials FY26: $3,643

Discretionary Client Fund

This fund is designated to provide flexible, needs-based support for up to 25 fellows over the course of the 18-month program. From July 2024 through Dec. 2025, the program will serve 19 fellows, with an additional 5 fellows projected to be added from July to December 2025, aligned with the onboarding of a third NCA.

- Educational/Vocational Training & Job Readiness
  - FY2025 $15,000.00
  - FY2026 $15,000.00
    - Supports fellows in accessing GED programs, trade schools, union apprenticeships, barber/cosmetology school, or other job preparation resources. Funds may be used for tuition, supplies, tools, certifications, and clothing required for participation and employment.
- Transportation Expenses
  - FY2025 $1,000.00
  - FY2026 $5,000.00
    Covers public transit passes, ride-share assistance, gas cards, or emergency vehicle-related costs to ensure consistent program attendance, access to employment, and engagement in positive opportunities.
- Food/Grocery Assistance & Extreme Hardship
  - FY2025 $1,000.00
  - FY2026 $5,000.00
    -Provides grocery store cards, prepared meals, hygiene products, or emergency housing/clothing support to stabilize fellows during periods of financial hardship or personal crisis. This line item helps remove immediate barriers that often derail long-term progress.

This discretionary fund is essential to the success of our gun violence reduction efforts. By addressing urgent needs like food, transportation, and job readiness, it removes key barriers that often lead participants back into high-risk situations. Providing this flexible support helps fellows stay engaged, build stability, and commit to long-term change, these are critical steps in breaking cycles of violence and fostering safer communities.

Total for Discretionary Client Fund – FY2025: $60,266

Total for Discretionary Client Fund – FY2026: $60,133

Client Incentives

This line item supports monthly $400 stipends provided to eligible fellows once they reach Tier 2 of the Peacemaker Fellowship program. These stipends serve as a meaningful incentive for consistent participation, personal progress, and engagement in pro-social behaviors, while also helping to reduce financial pressures that may otherwise lead to disengagement.

The stipends are structured as follows:

- 10 fellows will receive monthly stipends from September 2024 through May 2025
- An additional 5 fellows will be added with the hiring of a new NCA, bringing the total to 15 fellows receiving stipends from July through December 2025

These stipends recognize fellows' continued progress on their LifeMAP goals and their commitment to transformation and community healing. Beyond financial support, they reinforce structure, accountability, and participation in all program components, including outreach, group meetings, and community engagement activities.
Total for Client Incentives –FY2025= Total $38,266
Total for Client Incentives - FY2026= Total $34,133

Contingency

A contingency fund of $3,000 is included to account for unexpected or miscellaneous program expenses that may arise during the 18-month period. This ensures the program can remain responsive and flexible in addressing minor but essential costs not explicitly captured in other budget categories—such as last-minute supply needs, emergency support for participants, or unforeseen operational adjustments. This line item helps safeguard the program's stability and continuity.

Total for Contingency – $3,000.00

Fiscal Sponsor – Community Initiatives (CI)

Community Initiatives (CI) serves as the fiscal sponsor for One Day At a Time, providing comprehensive administrative infrastructure and compliance support. CI charges 10% of total project expenses, which

covers a broad range of essential administrative and operational services, allowing our team to focus on direct service and program impact.

Services included in this sponsorship fee are:

- Financial management and accounting
- Human resources, payroll, and health insurance administration
- General and liability insurance coverage
- Legal counsel and risk management
- Grant and funder compliance support
- Tax filing and reporting
- Access to online fundraising tools and donor management dashboards

This partnership ensures that the program operates in full compliance with local, state, and federal regulations while reducing the administrative burden on ODAT staff and allowing us to maximize the time and resources devoted to serving the community.

Total for Fiscal Sponsor – Community Initiatives (CI) –YR2025 = $38,581
Total for Fiscal Sponsor – Community Initiatives (CI) –YR2023= $34,355

Uplifting Peace Fellows		
Fellow #	**Tier**	**Progress**
1	Tier 3	Active
2	Tier 3	Active
3	Tier 2	In progress to tier 3
4	Tier 3	Active
5	Tier 3	Active
6	Tier 3	Active
7	Tier 2	Active
8	Tier 3	Active
9	Tier 3	Active
10	Tier 2	Active
11	Tier 1	Active
12	Tier 1	Active
13	Tier 3	Active
14	Tier 3	Active
15	Tier 1	Not Active
16	Tier 1	Not Active
17	Tier 1	Not Active
18	Tier 1	Active
19	Tier 1	Active

TIERED ADVANCEMENT SYSTEM :

Tier 1: Outreach & Engagement (Initiation Phase)
At this entry level, individuals are identified through data-informed outreach as being most at risk of involvement in gun violence—either as perpetrators or victims.

- Outreach workers build initial rapport and trust with potential participants.
- Intensive street- and community-based engagement takes place.
- Participants are assessed for eligibility and willingness to engage.
- Introduction to LifeMAP planning begins (Life Management Action Plan).
- Participants receive basic immediate needs support (food, hygiene, safety).
- No stipend is provided, but participants may receive emergency incentives (e.g., gift cards, transportation passes) for milestone attendance and safety planning.

Tier 2: Fellowship & Structured Engagement
Once trust is built and a participant formally enrolls in the Fellowship, they begin Tier 2. Participants start working actively on their LifeMAP goals with regular coaching, group sessions, and case management.

- Participants are formally enrolled in the Fellowship program.
- Regular one-on-one LifeMAP coaching sessions are held (weekly/bi-weekly).
- Participation in group sessions, healing circles, and life skills training.
- Increased access to services: education, employment, mental health, legal aid, etc.
- Intensive case management continues with progress monitoring.
- Monthly Stipend: Fellows become eligible to receive a $400 monthly stipend as a tangible incentive for sustained participation and progress. This stipend:
    - Reinforces program engagement
    - Supports stability (e.g., transportation, food, communication, housing essentials)
    - Encourages responsible and prosocial decision-making
    - Acknowledges personal growth, accountability, and leadership

Eligibility Criteria for Stipend:

- *Consistent attendance and participation*
- *Demonstrated progress on LifeMAP goals*
- *No new involvement in violent activity*

Tier 3: Transition & Leadership (Sustained Change Phase)
In this phase, Fellows demonstrate long-term behavioral change and begin preparing for independence from the program with ongoing support and community integration.

- Advanced LifeMAP goals focus on employment, education, housing, and healthy relationships.
- Fellows serve as peer leaders or mentors to Tier 1 and Tier 2 participants.
  continued access to wraparound support, but with increasing self-sufficiency.
- Fellows are connected to permanent opportunities (e.g., internships, jobs, college, apprenticeships).
- Stipend may be adjusted based on independence level and leadership engagement.

Job description
One Day At a Time (ODAT)

Full-Time Position Announcement: Neighborhood Change Agent

Are you someone who is highly motivated and upbeat that wants to help reduce gun violence throughout the City of Antioch? Do you have a passion for providing transformational opportunities to individuals involved in lethal firearm offenses and placing them in a high-touch, personalized fellowships? If so, apply for our Neighborhood Change Agent.

One Day At a Time (ODAT) is a fiscally sponsored project of Community Initiatives (CI), non-profit organization. ODAT serves youth and young adults of East Contra Costa and San Joaquin Counties of all backgrounds and walks of life and challenges them to become the best version of themselves that they can be. ODAT achieves this by providing a supportive network of peers and community, promoting positive lifestyles, enhancing educational learning experiences and developing decision-making skills that empower young leaders to realize their full potential.

Position Summary:

ODAT is seeking qualified candidate for the position of a Neighborhood Change Agent. Incumbents must exercise discretion and good judgment in working with confidential materials and often function as the first point of contact that community members have with ODAT. Incumbents provide street outreach and tailored engagement, and service referral on behalf of selected community members. Incumbents also effectively mediate street level conflicts that could elevate to gun violence.

The primary objective of for this program is to reduce local gun violence within a culturally competent and trauma responsive framework. Candidates are expected to represent ODAT publicly and should possess a high level of emotional intelligence and be able to effectively engage the public around issues related to gun violence intervention and interruption.

The selected candidates will have significant influence over our local success and future direction, so we're looking for candidates who have a demonstrated track record of exceptional leadership and teamwork, as well as analytical and strategic thinking skills.

The candidate must be highly independent, demonstrate the capacity to work with little supervision. The candidate will be based out of our Brentwood office, communities on site.

Examples of duties and responsibilities:

- Assists in the development, implementation, and refinement of protocols for addressing and reducing community conflict associated with gun violence.
- Assists in mediating high level street conflicts, and referring and guiding selected residents through the processes of social, behavioral, educational, employment and other various support services, etc.
- Provides case management and maintains constant community presence by conducting daily outreach to individuals involved in gun related conflict, their friends, associates, and families; share information about available services and resources; work to ensure community knowledge of FRRC activities.
- Meet with team on a daily/weekly basis to share contacts, outcomes and ensure that all clients are being appropriately served.
- Assists in the development and maintenance of appropriate participant documentation, record keeping, and program assessment and refinement with special attention to confidentiality concerns.
- Develop relationships for the purposes of referral with service delivery providers, particularly education, behavioral health and employment and training agencies and resources.
- Establish relationships with community, faith-based and governmental organizations with interests in addressing gun violence and providing opportunities for those involved in gun violence.
- Translate work related issues and material into understandable written and oral formats.
- Compose, organize, and submit reports (weekly, monthly, quarterly) accurately and timely.
- Connect with participants at specified intervals to ascertain programming status, challenges, outcomes, and opportunities in real time.
- Oversee and work with Neighborhood Change Agent or Peacemaker Fellow support.

ODAT offers a comprehensive benefits package including:

- Fully paid medical, dental and vision
- 401k and 3% employer match
- Basic life insurance, AD&D, STD & LTD
- 2 weeks of paid vacation
- 12 days of paid sick leave
- 11 paid holidays
- 4 floating holidays

Minimum Requirements:

- High school diploma or equivalent.
- Strong oral and written communication skills and attention to detail.
- Demonstrated ability to work collaboratively in a team-oriented environment and leadership skills.
- Self-starter with the skills to work independently with minimal to no supervision.
- Ability to participate in community events.
- Knowledge of computers.
- Understand and promote ODAT's culture of youth empowerment.
- Ability to clear a Live-Scan fingerprint background check and complete Mandated Reporter Training.
- Ability to document process and outcome data per program protocols.
- Demonstrate effective conflict resolution skills.
- Ability to work professionally and ethically in a multi-cultural team setting.
- Must be able to prioritize and handle multiple tasks.
- Valid California Driver's License

Preferred Requirements:

- Understands public health models of violence prevention/intervention as demonstrated by two (2) years of prior related experience.
- Prior experience with the law enforcement system, e.g., firearms or gang activity related convictions
- Two years demonstrated effective work in communities with high-risk individuals and/or intensive youth development related programs.
- Knowledge of Microsoft Word, Excel, Power Point, Publisher and Google Documents a plus.
- Experience working with youth ranging from middle school to high school age.
- Bi-lingual (English/Spanish)

To Apply:

Submit resume detailing experience and qualifications to admin@odatec.org. Please include Neighborhood Change Agent in the subject line.

The hourly range for this position $25-$27 per hour dependent upon skills and experience. This is a full-time position (40 hours). Some evenings and weekends required on occasion, but the general work schedule is Monday through Friday.

ODAT is an equal opportunity employer and does not discriminate upon the basis of race, ethnic background, religion, sex, gender identity, national origin, age, disability, veteran status, or any other legally protected class. We encourage applicants of diverse backgrounds to apply.

Job Type: Full-time

Pay: $25-$27 per hour.

City of Antioch,
Public Safety and Community Resources Department
CalVIP Cohort 4

Data Summary #2: Participant Recruitment, Referral, and Engagement
June 27, 2024

INTRODUCTION AND OVERVIEW

The purpose of this data summary is to provide a preliminary overview of One Day At A Time's (ODAAT) recruitment, referral, and engagement efforts for the City of Antioch's CalVIP-funded Uplifting Peace program. This summary presents information about the program's implementation process, particularly related to CalVIP project goals 1c, 2a, and 2b and their associated evaluation questions. Please see the appendix for the project's goals, objectives, and evaluation questions.

This summary is based on findings from an interview with ODAAT staff conducted by the Evident Change team on May 8, 2024. The interview focused on understanding the program's current methods for participant recruitment, referral, and engagement including areas that are working well and challenges encountered. The Evident Change team plans to conduct another interview with ODAAT staff toward the end of the programming to gain additional insight about program implementation during the grant period.

Data Collection Methods

To develop this preliminary overview, the Evident Change team conducted an in person, hour-long interview in May 2024 with three key ODAAT staff members: the neighborhood change agent (NCA), the project manager, and the development manager. The interview was recorded for transcription, and detailed notes were taken to capture key data points. The team reviewed the recorded information and notes, summarizing the key findings for presentation in this summary.

KEY FINDINGS

Overview of Uplifting Peace

Uplifting Peace began implementation in July 2023, and as of May 8, 2024, has enrolled three fellows. The program has the following eligibility criteria: potential participants must be between the ages of 15 and 32, be Antioch residents, and be identified as active shooters in the community. The program staff reported that in practice, the age range criteria can be flexible to accommodate active shooters younger than 15 or older than 32. Additionally, although the program is intended to serve Antioch residents, staff acknowledged that most active shooters reside in nearby cities such as Oakley, Richmond, Oakland, and San Francisco, rather than Antioch itself.

Referrals and Recruitment

Program staff shared that the recruitment and referral process for Uplifting Peace is multifaceted, involving direct community outreach, word-of-mouth, and referrals from agency partners. ODAAT has established relationships with at least eight different community-based organizations (CBOs) working with similar target populations. Flyers with program information and a QR code that links to a referral form have been distributed to these agency partners and posted around the community.

While agency referrals and advertisements are part of ODAAT's strategy, program staff reported that direct community engagement and word-of-mouth referrals have been the most effective recruitment methods. Community engagement includes conducting outreach activities throughout Antioch, particularly in areas identified as most affected by gun violence. Although most current or potential participants do not tend to have traditional gang affiliations, program staff have observed that many are involved in crews that engage in organized criminal activities for financial gain. The program's NCA has increased his presence in the community by frequently visiting hotspots and volunteering within the community. Through his personal connections and networks, the NCA also receives insight on locations of and individuals involved in recent shootings.

Challenges to Implementation

Given the program's nature, formal referrals from agency partners were reported to be less successful than other referral and recruitment approaches. These types of connections, where participants are introduced through a referral rather than building a natural relationship within the community, may hinder effective relationship building due to feeling impersonal and transactional. Therefore, ODAAT has prioritized word-of-mouth referrals for its recruitment strategy, including direct referrals from family members, friends, and community members.

Since the program is focused on targeting active shooters in the community to reduce gun violence, the labeling of potential participants has led to challenges in recruitment. Program staff reported that potential fellows are often hesitant to join.

> "We can't really put that we are looking for active shooters. This program is very so much built on trust and keeping things hush hush. No one that is an active shooter is going to say hey, I really need your program, I'm going to shoot someone tonight, that doesn't happen. Given the program criteria, it is best to identify participants organically."

To mitigate this challenge, ODAAT has focused on communicating its commitment to confidentiality and ensuring potential participants and their families understand the program's intention and goals. This approach includes explicitly letting potential participants know that the program is not connected to law enforcement and that their participation will not result in punitive actions. Staff emphasized the importance of communicating with prospective fellows that the program is focused on supporting their goals and improving their outcomes.

> "It's difficult, I have to explain to them that I have nothing on this, I don't want nothing from you, man, other than you having the best life you can live, that's it, that's all, no strings attached. We are not taking this information down to report you to somebody, we are not here to create any more barriers than you already have to overcome. I try to make it as comfortable as possible for them."

As the program is still in its early stages of implementation, ODAAT continues to refine its recruitment strategies to be responsive. Recruitment practices are updated based on guidance provided by Advance Peace partners and lessons learned from past recruitment experiences.

Maintaining participant engagement after the initial recruitment process was also identified as challenging. Difficulties in maintaining consistent contact were reported to arise when participants relocate outside of Antioch, which can limit the resources and support services available to them. Other commonly reported obstacles to sustaining engagement in the programming include unstable or negative home environments, substance abuse issues, and the impact of generational poverty. To address these hurdles, program staff described maintaining a flexible and understanding approach. Participants who lose contact with their NCA are encouraged to re-engage with the program whenever they are ready, without any judgment or repercussions. This open-door policy was reported to recognize the complex life circumstances and systemic barriers that many participants face, which can sometimes disrupt their involvement. For instance, it was noted that at least one current fellow had briefly left the program following an arrest but was later

able to reconnect with their NCA and receive the necessary support and resources to get back on track.

Case Management

The Uplifting Peace program is modeled after Advance Peace's Peacemaker Fellowship and utilizes a Life Management Action Plan (LifeMAP) to assess and support participants' needs and goals. The LifeMAP is developed through discussions between the participant and the NCA. These discussions aim to identify the participant's short-, medium-, and long-term goals and outline the steps needed to achieve those objectives. The LifeMAP process allows the NCA to assess a fellow's needs across various areas, including housing, education, employment, transportation, finances, safety, family/relationships, physical health, mental health, and spiritual, recreational, and social connections. Based on the identified needs and goals, a work plan with established milestones is drafted. The LifeMAP document and process is utilized to tailor outreach and engagement strategies for each individual fellow throughout the 12-month program.

The LifeMAP also allows the NCA to assess where a fellow stands in relation to a four-tiered plan for their goals. Participants can begin the program at any tier depending on their background and status. According to program staff, most current fellows began at tier one, where the focus is on building trust and supporting them in meeting basic needs by providing access to groceries, clothing, and housing assistance. According to program staff:

> "Tier one is getting them out of survival mode."

During tier two, the LifeMAP is developed, and steps needed to reach shorter and longer-term goals are taken. This includes obtaining important documents like social security cards, birth certificates, and ID cards, which are necessary for employment and access to social services (i.e., CalFresh, Medi-Cal). Tiers three and four are reached as participants meet more of their goals such as securing a steady job, obtaining their high school diploma or GED, or maintaining sobriety. Program staff emphasized the importance of focusing on meaningful goals that can support long-term stability and opportunities such as enrolling in college or gaining employment in a union or trade that offers benefits.

> "There's only three reasons someone carriers a gun: location, affiliation, or it's your hustle. Trying to get them to a place where they are less likely to carry a gun, so they are not out there hustling on the street corner."

It was reported that as fellows progress through the tiers by achieving specific goals, they become more stable and committed to the program. The program can continue past tier four, depending on

the fellow's progress and needs. It was noted that a participant's ability to advance through tiers depends on their engagement with programing and the resources ODAAT has available for them. Ultimately, participants who progress through all tiers can become NCAs themselves and gain employment with the program.

> "We can't change their lives, but we can offer them opportunities to where now picking up a gun is harder because there is more to lose - if I do this, I'm going to lose all this or impact my kids or my family. We can't stop them from shooting, but we can give them a reason not to."

Participant Engagement

The NCA maintains regular communication with fellows through daily check-ins, either via phone calls or visits to their home and hotspots (e.g., areas that the City and ODAAT have identified as having high rates of gun violence). The frequency of contact between the fellow and NCA is seen as an indicator of a participant's commitment level. In addition to these check-ins, case management by the NCA also focuses on enhancing participants' sense of belonging and self-worth through activities such as organizing field trips outside Antioch or treating them to lunch outings.

Engagement strategies are tailored to participants' individual needs. The NCA collaborates with other system partners, including probation re-entry case managers and rehabilitation counselors, to ensure comprehensive support.

The lived experience and community connections of the NCA is a key facilitator to the program's implementation. The NCA reported being able to draw upon his own personal experiences to relate to and support the fellows in the program. The NCA has a personal history of system involvement and substance use and was able to make positive life changes. This shared experience was reported to allow the NCA to connect with fellows on a deeper level, as he explains:

> "Because I lived that life, I see certain things, I can relate. If I'm sitting with a person, I can tell certain traits, like this guy has it bad at home, he's been abused physically or sexually assaulted. I can tell this person hasn't had a chance. I can relate to it, I can see it, I can feel it."

The NCA's ability to empathize and understand fellows' circumstances from a place of personal experience has supported the development of trust and rapport.

Program Data Collection

To collect program data, the NCA gathers data daily using a specialized app provided by Advance Peace. This app tracks all interactions with fellows as well as community outreach efforts. Additionally, the NCA keeps notes documenting observations and relevant details about each participant. The data from the app and notes are used to monitor participants' progress, identify challenges, and inform the program's strategies moving forward.

Continuous Staff Training and Program Improvement

Program staff, including managers and NCAs, receive extensive training and support in recruitment and engagement strategies. Staff members participate in a variety of training courses, some of which are provided by Advance Peace. These courses cover important areas such as mental health, substance abuse, and conflict mediation. Additionally, staff have regular weekly meetings to discuss communication, support needed, and program development. When asked about supports that would be helpful, ODAAT team members mentioned Narcan administration training and case management training would further equip their skill set as a program.

Appendix

CalVIP Project Goals and Objectives *(from the City's proposal to BSCC)*

Goal 1: Establish and build a partnership-based program management framework.

- Objective A: Review police data and conduct a Gun Violence Problem Analysis.
- Objective B: Develop/create a project management team.
- Objective C: Develop community partnerships that address the individual, relationship, community, and societal factors.

Goal 2: Improve individual outcomes for people at high risk for gun violence and fortify police/community relations with people exposed to or experiencing violence.

- Objective A: Street outreach to targeted individuals to develop positive relationships and trust.
- Objective B: Create more equitable access to public service providers while addressing underlying trauma contributing to violence.
- Objective C: Build competency within relevant city departments (APD, Department of Public Safety and Community Resources).

Goal 3: Implement a comprehensive strategy, assess effectiveness, and develop sustained funding and support.

- Objective A: Implementation in motion.
- Objective B: Management cycle in motion.
- Objective C: Evaluation and assessment completed.

CalVIP Evaluation Matrix *(from local evaluation plan)*

Process Evaluation			
Key Questions	**Indicators**	**Data Sources**	**Data Collection Methods/Frequency**
1. How was the CalVIP project developed and implemented? *[Goal 1, 3]* a. What were the facilitators and challenges to project implementation? b. What key partners/ organizations were engaged in the project? c. What actions were taken to assess and sustain the project?	Implementation facilitators Implementation challenges Number and type of partners Sustainability facilitators Sustainability challenges	Project partners Quarterly Progress Reports (QPRs) and other secondary data/materials	Individual interviews with project partners, held at the midpoint and end of the grant period. The Evident Change (EC) evaluation team will also attend regular meetings of partners to learn about and document real-time project implementation. The City will share QPRs with EC after submission to BSCC. Other secondary materials will be shared as available.
2. What services and supports did the Peacemaker Fellowship provide to participants? *[Goal 2]*	Number of participants Type of services and supports participants engaged in	Program records, QPRs, and/or other secondary data	Project partners record/ track information about individual participation in the Fellowship and engagement in services/supports.
3. What steps did the project take to improve police/community relations in the City? *[Goal 2]*	Number and type of activities (e.g., community town halls, community forums, etc.)	Project partners QPRs and other secondary data/materials	Individual interviews with project partners, held at the midpoint and end of the grant period. The EC evaluation team will also attend regular meetings of partners. The City will share QPRs with EC after submission to BSCC. Other secondary materials will be shared as available.
Outcome Evaluation			
Key Questions	**Indicators**	**Data Sources**	**Data Collection Methods/Frequency**
1. Did Fellowship participants increase or improve their healthy, prosocial behaviors, skills, and outcomes? *[Goal 2]*	Individual-level well-being outcomes – e.g., connecting with social supports, awareness of emotions and feelings, engagement in positive activities, accessing social services	Program records and other secondary data/materials Participants	Program records (e.g., participant assessment data or other information) and/or qualitative research methods (e.g., surveys, interviews, or focus groups) conducted with Fellows. Data will be collected 1-2 times (pre/post or post/exit only).

2. Did police/community relations improve in the City, with a focus on people who are exposed to or experiencing violence? *[Goal 2]*	Community member perceptions Law enforcement perceptions Project partner perceptions	Community members Law enforcement Project partners	Qualitative research methods (e.g., interviews, focus groups, surveys, etc.) conducted 1-2 times during the project. Gathering input from community members will focus on data collection during existing activities (e.g., community townhalls) as applicable.
3. Did the project develop and implement a strategy that will support continued violence reduction efforts by the City and its partners? *[Goal 1, 3]*	Strategy development	Project partners Additional stakeholders (e.g., law enforcement, etc.) QPRs and other secondary data/materials	Individual interviews with project partners and other identified stakeholders, held at the end of the grant period.
4. Did community-level gun violence decrease during the grant period? *[overarching goal]*	Number of homicides related to gun violence Number of non-fatal injury shootings	City level data Project partners	The City will share gun violence data/statistics with EC on a regular basis. Individual interviews with project partners, held at the midpoint and end of the grant period.

RESOLUTION NO. 2024/94

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH ONE DAY AT A TIME FOR CALIFORNIA VIOLENCE AND INTERVENTION AND PREVENTION GRANT PROGRAM SUPPORT AND REPLICATION OF EVIDENCE-BASED VIOLENCE REDUCTION INITIATIVES

WHEREAS, the City received funds through the California Violence Intervention and Prevention grant program from the Board of State and Community Corrections ("BSCC") as Grantor as a city that is disproportionately impacted by gun violence;

WHEREAS, the City wishes to improve public health and safety by supporting effective violence reduction initiatives in Antioch, which is disproportionately impacted by violence, particularly group-member-involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b));

WHEREAS, the City has procured the expertise of an agency (One Day at a Time ("ODAT")) that has demonstrated it has the expertise, background, and qualifications to help the City achieve these goals;

WHEREAS, the City entered into an agreement with ODAT in the amount of $346,500 that expires June 30, 2024;

WHEREAS, upon continued successful program implementation, the Public Safety & Community Resources Department has recommended, and the City Council of the City of Antioch has considered authorizing a one-year contract extension with ODAT to continue to support, expand, and replicate evidence-based violence reduction initiatives that seek to interrupt cycles of violence in the City of Antioch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves Amendment No. 1 to the Agreement with ODAT for a one-year extension through June 30, 2025 and authorizes the Acting City Manager to execute the amendment in a form approved by the City Attorney.

* * * * * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 25th day of June 2024, by the following vote:

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

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

AMENDMENT NO. 1 TO AGREEMENT
FOR PROFESSIONAL SERVICES FOR 2023-25 CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (CALVIP) GRANT PROGRAM'S PROGRAM SUPPORT, DEVELOPMENT & IMPLEMENTATION SERVICE PROVIDERS

THIS FIRST AMENDMENT TO THE AGREEMENT FOR ONE DAY AT A TIME is entered into this 25th day of June 2024, 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 **One Day at a Time ("ODAT")** with its principle place of business at 331 Pine Street Brentwood, CA 94513 (**"Consultant"**), through its fiscal sponsor **Community Initiatives** a 501c3 Non-Profit Corporation acting as a Fiscal Sponsor with its principle place of business at 1000 Broadway, Suite #480 Oakland, CA 94607 (**"Fiscal Sponsor"**). City, Consultant, and Fiscal Sponsor individually are sometimes referred to herein as **"Party"** and collectively as **"Parties."**

RECITALS

WHEREAS, on June 1, 2023, City and ODAT (with fiscal sponsor Community Initiatives), entered into an Agreement for Professional Services for the 2023-25 California Violence Intervention & Prevention ("CalVIP") Grant Program's Program Support, Development & Implementation Service Providers ("**Agreement**") and the term of this Agreement ends on June 30, 2024; and

WHEREAS, the City and ODAT seek to extend the term of services for the agreement for one additional year for a contract expiration date of June 30, 2024.

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

1. Section 1.1 "Term of Services" the contract shall be amended to read as follows:

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025 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.

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

CITY:

CITY OF ANTIOCH:

By:_____
Kwame P. Reed
Acting City Manager

ATTEST:

_____
Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

_____
Thomas Lloyd Smith
City Attorney

CONSULTANT:

ONE DAY AT A TIME:

By:_____
Johnny Rodriguez
Chief Executive Officer

FISCAL SPONSOR:

Community Initiatives

By:_____

Name:_____

Title:_____

CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND COMMUNITY INITIATIVES

THIS AGREEMENT (**"Agreement"**) is made and entered into this 1st day of June, 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 **One Day at a Time (ODAT)** with its principle place of business at 331 Pine Street Brentwood, CA 94513 (**"Consultant"**), through its fiscal sponsor **Community Initiatives** a 501c3 Non-Profit Corporation acting as a Fiscal Sponsor with its principle place of business at 1000 Broadway, Suite #480Oakland, CA 94607 (**"Fiscal Sponsor"**). City, Consultant, and Fiscal Sponsor 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 June 30, 2024 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.

2.1 Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement, as more particularly described in Exhibit A. Payments for the Services and reimbursement of costs will not exceed three hundred and forty thousand eight hundred and six dollars ($340,806) over the term of this Agreement 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 addition to the foregoing, payments for the Services and reimbursement of costs will not exceed three hundred and forty thousand eight hundred and six dollars ($340,806) annually unless approved in advance by the Contract Administrator.

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

2.3 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.

2.4 **Reports.** Consultant shall submit reports, not more often than once a month during the term of this Agreement, describing the Services performed and costs incurred.

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

2.6 **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. CALVIP ADDITIONAL TERMS AND CONDITIONS. Consultant acknowledges that this Agreement, the Services and payments thereunder are funded through the California Violence Intervention Program ("CalVIP") administered by the State of California Board of State and Community Corrections ("BSCC") and are subject to the requirements, restrictions, and limitations of CalVIP and BSCC grant funding. By executing this Agreement, Consultant hereby agrees to comply with all terms and conditions set forth in this Agreement, which include by reference all guidance, regulations and requirements of BSCC that are applicable to a recipient of a CalVIP grant and the additional terms and conditions attached as Exhibit C and incorporated herein. Consultant further agrees to cooperate with the City by timely providing information and documentation required by the Agreement or requested by the City in furtherance of its obligations as a CalVIP grantee.

SECTION 11. MISCELLANEOUS PROVISIONS.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 Contract Administration. This Agreement shall be administered by Monserrat Cabral ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 Notices. Any written notice to Consultant shall be sent to:

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

CITY:

CITY OF ANTIOCH

Forrest B. Ebbs, Acting City Manager

Attest:

Elizabeth Householder
City Clerk

Approved as to Form:

Thomas Lloyd Smith, City Attorney

CONSULTANT:

One Day at a Time

DocuSigned by:
By: Johnny Rodriguez
3A3D07731D44446

Name: Johnny Rodriguez

Title: Eecutive Director

FISCAL SPONSOR:

Community Initiatives

DocuSigned by:
By Ruth Williams
574D70B859D74E1

Name: Ruth Williams

Title: President and CEO

[*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
SCOPE OF WORK

Consultant's Proposal

One Day at a Time (ODAT)
PROGRAM SUPPORT, DEVELOPMENT & IMPLEMENTATION
City of Antioch
June 1, 2023 – July 30, 2024

Key Strategies:

Through the implementation of personal and leadership development, the attainment of self-identified life goals, caring and consistent relationships with fellows and VI/IS, trauma-informed healing and the successful implementation of a culturally appropriate and evidenced-based disruption model proven to interrupt homicide, shootings, and aggravated assaults, this project will save and transform young lives and the community in which they live.

Key Objectives for Grant period June 1, 2023 – June 30, 2024

- By July 31, 2023, ODAT would have partnered with Advance Peace to launch a violence interruption model based on the Advance Peace Model and the experience of ODAT with the Beyond Violence evidence-based model.
- By August 31, 2023, ODAT in partnership with Advance Peace will provide project staff and leadership with training on key elements of the project, project philosophy and values, and cultural humility, care, and respect.
- By August 31, 2023, ODAT will have developed project marketing and enrollment outreach strategies, and materials and begin its implementation.
- By August 31, 2023, ODAT in partnership with Advance Peace will identify and orient no less than 5-7 project mentors/fellows.
- By August 31, 2023, ODAT in partnership with Advance Peace will adopt the data collection and tracking system utilized by Advance Peace for all project participant and activity data collection.
- Between July 1, 2023 – February 2024 – ODAT staff will conduct community outreach activities to identify participants for the project.
- By March 31, 2024, ODAT in partnership with Advance Peace will have identified no less than 15 high risk participants for project participation.

- ODAT will submit quarterly reports to City of Antioch per City of Antioch specifications.

Outline of proposed services:

Proposed services align with the Advance Peace Model and the Beyond Violence Model, taken from ODAT's thirteen years of experience with this model. The proposed services will include:

- Identify participants who are most at risk of being involved again with gun violence (most likely to be perpetrators or victims of gun violence and influential leaders). (ODAT is also open to serving other types of violence if the City of Antioch is also in agreement.)
    - Work with Advance Peace, Antioch Police Department, Contra Costa Sheriff's Department, the County Probation Office, local churches, schools, and indigenous community agencies to identify potential participants via face-to-face outreach utilizing culturally engaging and sensitive outreach materials, tools, and engagement efforts.
- Link project participants to Violence Interrupters/Intervention Specialists who will link and support them through the 12-month program. •
- The Violence Interrupter/Intervention Specialist will partner with the participant to create an Individual Action Plan for each participant – with 12-month goals.
    - The Action Plan will be driven by the participant's self-identified goals, desires, and dreams.
    - The Violence Interrupter/Intervention Specialist will assist the participant in linking to resources to support their goals.
    - The VI/IS will provide hands on assistance on how to self-navigate and advocate for resources they need to build the participants own ability to advocate on their own behalf.
    - The VI/IS will track results of each connection made to resources and each participant's achievements.
- Participants will be offered daily mentorship through project fellows.
    - Linkage to fellows who have life experience with gun violence, incarceration, trauma and who are passionate about giving back and helping others.
    - Daily interactions with Project Fellows will also be collected under each participant's plan.
- Participants will be linked or provided group life skills classes to expand violence interruption pathways.

- Classes such as anger management, trauma informed care groups/counseling, etc.

- Participants will be provided with internships and travel incentives to recognize participant achievement and progress on participant self-identified goals.
    - Visits to local colleges, job fairs, violence conferences, with potential for participants to serve as guest speakers/presenters, etc.

- Participants will be provided with emergency services as needed (such as support relocating to another community, support with temporary housing, transportation, childcare, after-school care, food assistance, etc.)

How Services will lead to intended outcomes and contribute to the city's effort to reduce violence

Through the experience ODAT has gained with Beyond Violence and the Advance Peace model, we know that the services offered will result in positive outcomes for each participant because evidence-based models are being utilized to provide service. These models are effective for the following reasons:

- The AP model identifies the highly influential individuals who are perpetrators or victims of violence and invests in their development, health, and healing rather than being punitive.

- The AP model focuses on changing highly influential individuals who have the leadership capability to influence others to make positive changes.

- The AP and Beyond Violence models both focus on building trust and healing by recognizing trauma and working to heal that trauma through trauma-informed support and care.

- The AP model tailors street outreach to individuals through a Life MAP (Management Action Plan), knowing that street face-to-face outreach is one of the best strategies for reaching marginalized communities and presenting to them a positive alternative life option opportunity. The Beyond Violence Model also utilizes face-to-face outreach at the bedside as well as a patient created self-identified Action Plan.

- The AP Street outreach and Peacemaker Fellowship are organized around positive mental health and emotional regulation supports (Healthy human development and healing from unaddressed traumas that contribute to violence for the individuals in the Peacemaker Fellowship.) By healing trauma, we open the participants' ability to choose healthier life options.

Payment Schedule

Compensation

City will compensate ODAT as the Service Provider in the amount of three hundred and forty thousand eight hundred and six dollars $340,806 through June 30, 2024, notwithstanding anything contrary in ODAT's Proposal.

Authorized Reimbursements

City will reimburse ODAT for the following expenses and amounts upon receipt of an invoice and supporting documentation. The Agreement authorizes no other reimbursement, and the City will not provide payment for the reimbursement of any expense other than those listed below, which are further described in ODAT's Budget Proposal.

The Contract Administrator, in its sole discretion, may authorize in advance and in writing the reallocation of funds described in this Payment Schedule, except in no case shall any authorization increase the amount authorized for by Section 2 of the Agreement for the term of the Agreement or conflict with the City's obligations under the CalVIP program.

EXHIBIT B
CALVIP ADDITIONAL TERMS AND CONDITIONS

To the extent the terms and conditions below conflict with any other term of the Agreement, the terms and conditions below shall prevail.

General Terms and Conditions

1. **AUDIT:** Consultant agrees that the City, BSCC, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

2. **DISPUTES:** Consultant shall continue with the responsibilities under this Agreement during any dispute.

3. **TERMINATION FOR CAUSE:** The City may terminate this Agreement and be relieved of any payments should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. All costs to the City shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

4. **RECYCLING CERTIFICATION:** Upon request by the City, Consultant shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

5. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Consultant and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such

discrimination. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the

document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

Full link: http://bscchomepageofh6i2avqeocm.usgovarizona.cloudapp.usgovcloudapi.net/ccc-042017-contractor-certification-clause/

7. **TIMELINESS:** Time is of the essence in this Agreement.

8. **COMPENSATION:** The consideration to be paid Consultant, as provided herein, shall be in

9. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

   A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

   B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

1. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

Consultant must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.

2. UNION ACTIVITIES

Consultant acknowledges that applicability of Government Code §§16654 through 16649 to this Agreement and agrees to the following:

A. No State funds received under the Agreement will be used to assist, promote or deter union organizing.

B. Consultant will not, for any business conducted under the Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Consultant incurs costs or makes expenditures to assist, promote or deter union organizing, Consultant will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.

3. WAIVER

The parties hereto may waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/22/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CalNonprofits Insurance Services
1500 41st Avenue, Suite 228
Capitola CA 95010

CONTACT NAME: Cherokee Moit
PHONE (A/C, No, Ext): 831-824-5031 FAX (A/C, No):
E-MAIL ADDRESS: cherokee@cal-insurance.org

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Nonprofits Insurance Alliance of California	10023
INSURER B: American Guarantee & Liability Insurance Company	26247
INSURER C: Underwriters at Lloyds, London	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Community Initiatives
1000 Broadway, Suite 480
Oakland CA 94607

COMMINI-01

COVERAGES **CERTIFICATE NUMBER:** 187064894 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	2022-06730	10/30/2022	10/30/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			2022-06730	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			2022-06730-UMB	10/30/2022	10/30/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC571033502	6/30/2022	6/30/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Social Service Professional			2022-06730	10/30/2022	10/30/2023	Each Occ./Aggregate	$1Mill/$2Mill
A	Improper Sexual Conduct and Abuse			2022-06730	10/30/2022	10/30/2023	Each Occ./Aggregate	$1Mill/$2Mill
C	Cyber Liability			ESL0039549576	10/30/2022	10/30/2023	Policy Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Project Name - One Day at a Time.

The City of Antioch, its officers, officials and employees are included as Additional Insured with respect to General Liability as required by written contract per Endorsement Form(s) CG 20 26 attached. Blanket Waiver of Subrogation applies, per form NIAC-E26 attached.

CERTIFICATE HOLDER

City of Antioch
200 H street
Antioch CA 94509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

NONPROFITS INSURANCE
ALLIANCE OF CALIFORNIA
A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2022-06730
NAMED INSURED: Community Initiatives*

FORM: NIAC-E26 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SOCIAL SERVICE PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Where you are so required in a written contract or agreement currently in effect or becoming effective during the term of this policy, we waive any right of recovery we may have against that person or organization, who may be named in the schedule above, because of payments we make for injury or damage.

RESOLUTION NO. 2023/74

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE AWARD OF BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) FUNDS TO ONE DAY AT A TIME FOR THE CALIFORNIA VIOLENCE INTERVENTION GRANT PROGRAM FOR PROGRAM DEVELOPMENT, SUPPORT, AND IMPLEMENTATION

WHEREAS, the CITY has applied for and received funds through the California Violence Intervention and Prevention grant program from the BSCC as Grantor as a city that is disproportionately impacted by gun violence;

WHEREAS, the CITY wishes to improve public health and safety by supporting effective violence reduction initiatives in Antioch, which is disproportionately impacted by violence, particularly group-member-involved homicides, shootings, and aggravated assaults (Penal Code Sec. 14131(b));

WHEREAS, the CITY issued a request for qualifications for service providers and recommends award to One Day at a Time (ODAT) as that agency has demonstrated it has the expertise, background, and qualifications to help the City achieve these goals;

WHEREAS, the Public Safety & Community Resources Department recommends approval and funding of $346,500 in BSCC CalVIP funds that support the community;

WHEREAS, the City Council of the City of Antioch has considered award and approval of funds to ODAT to support, expand, and replicate evidence-based violence reduction initiatives that seek to interrupt cycles of violence in the City of Antioch.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the award of BSCC CalVIP funding to ODAT in the amount of $346,500 for FY2023-2024 with an opportunity to extend funding in FY2024-2025 upon successful program demonstration.

* * * * * * * * * * *

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 23rd day of May 2023, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None

Christina Garcia

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ODAT

YOUTH EMPOWERM

Our History

1997

ODAT Founded

2009

Youth Empowerment &
Leadership Development

2010

Beyond Violence

Beyond Violence
Youth Empowerment Program

2017

Fiscal Sponsor

2019

Reflection Room, Elementary School

2020-2022

Covid Pandemic

2023-2024

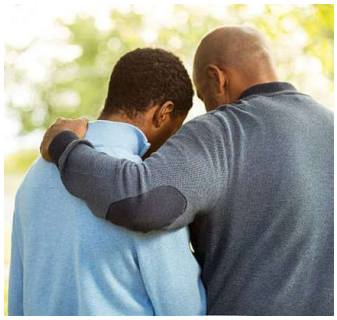
Uplifting Peace
Elevate Youth, Mental Health Innovations Grant

Uplifting Peace

To reduce gun violence in the city of Antioch by engaging high-risk young adults, providing resources and encouraging positive alternatives for healthier, non-violent lifestyles.

Services

- Crisis intervention
- Case management
- Respect, trust, and confidentiality
- Assistance in applying for county community-based resources



Services

- Mentoring
- Connections to substance abuse treatment programs
- Some financial resources may be offered on a case-by-case basis for clients facing extreme hardships

Overview of Uplifting Peace

Target Population and Recruitment

- Serves highest-risk individuals (ages 15–32) involved in or at risk of gun violence.
- Referrals from CBOs, flyers with QR codes, and word of mouth.

Uplifting Peace Model

- Builds fellows trust and accountability through engagement, daily contact, and personalized goal-setting.
- Utilizes Life Management Action Plans (LifeMAPs) to guide fellows through meeting basic needs, short/long-term goals, and stability milestones.
- Fellows receive case management, mentorship, and access to wraparound support across multiple services (e.g., housing, mental health, education, employment, and sobriety) by Neighborhood Change Agents (NCAs) with lived experience.

"We can't change their lives, but we can offer them opportunities to where now picking up a gun is harder because there is more to lose. We can't stop them from shooting, but we can give them a reason not to." – ODAT staff

Budget

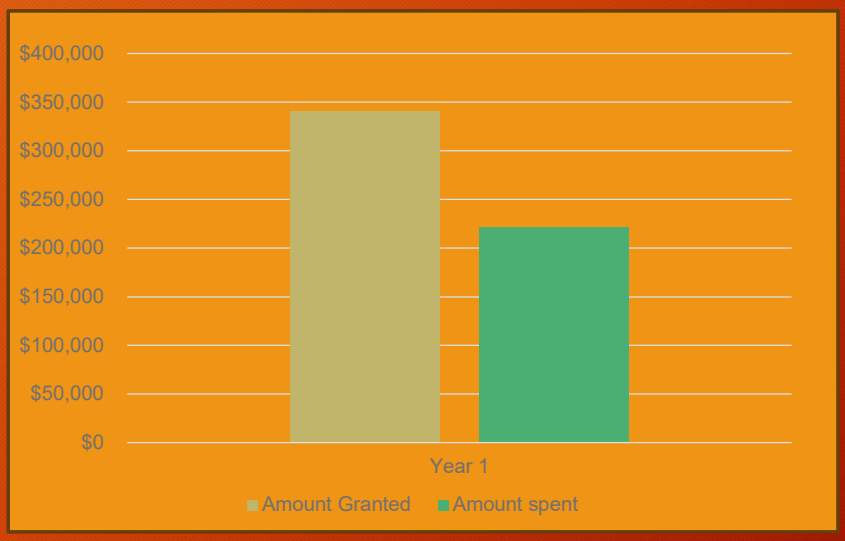
Budget - YEAR 1

Year 1
June,2023-
June 2024

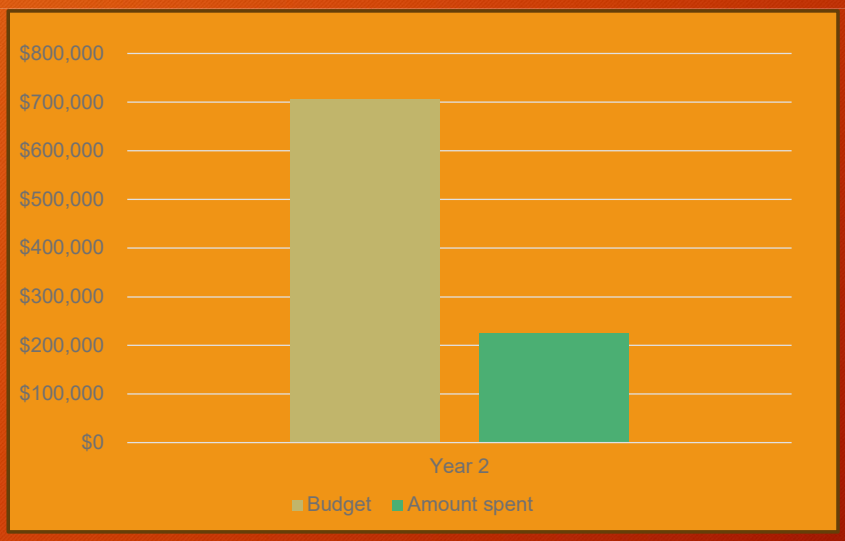
Approved for $340,806

Total Expenditures
$ 221,365

Unused funds
$119,441



Budget – YEAR 2



Year 2
July 2024-
Dec. 2025

Budget
$706,613

Folding in unused folds:
$119,441

Amount requested
$587,173

Specifically for:
- Additional NCA
- Transformative Travel
- Fellow Stipends

Program Timeline

YR1

June 2023
Start of
Grant Year 1

August 2023
Hired
Program Manager

September 2023
Hired
Neighborhood
Change
Agent(NCA)

September 2023
Advance Peace
orientation

September 2023
Peace & Reconciliation

October 2023
Data App Training

November 2023
Advance Peace
Leadership intensive

December 2023
Substance abuse disorder
training

January 2024
NCA Retreat

January 2024
Presented program
updates to Antioch City
Council

Febuary 2024
Advance Peace
Leadership Intensive

April 2024
Advance Peace National
Forum

June 2024
Advance Peace
Leadership Intensive

…Program Timeline Continued

YR2

July 2024
Start of Year 2

August 2024
New NCA
Advance Peace
Training

October 2024
Enrolled 2
fellows into
union training

December 2024
Hope In Motion
Toy drive event

February 2025
Advance Peace
Management
Training

April 2025
Advance Peace
National Forum

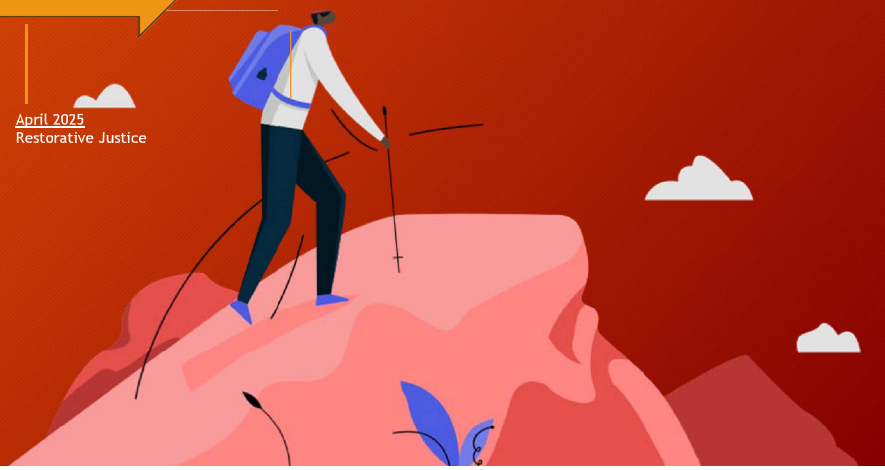
July 2024
Hired 2nd
Neighborhood
Change Agent(NCA)

September 2024
Advance Peace
Data App training

November 2024
Thanksgiving feed the
community event

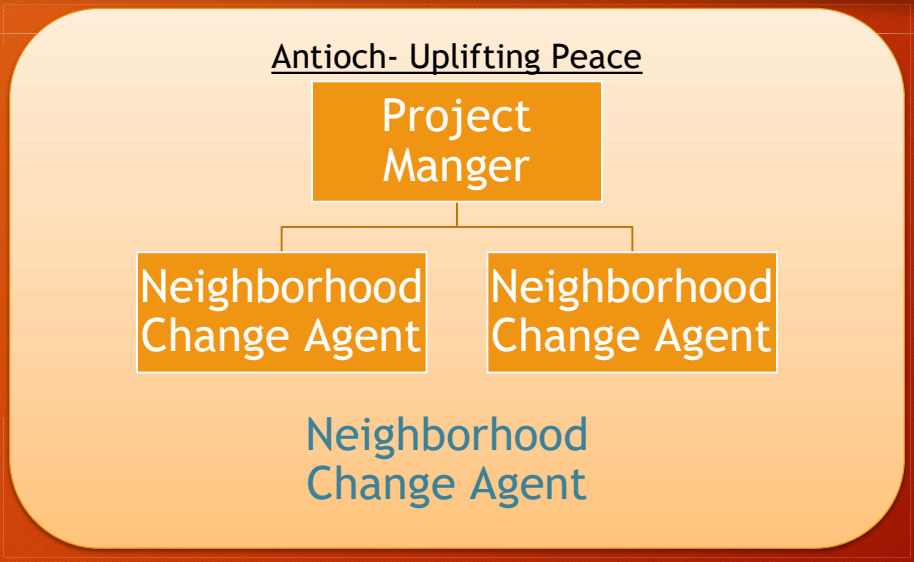
February 2025
Hiring new
Project Manager
(In process)

April 2025
Restorative Justice



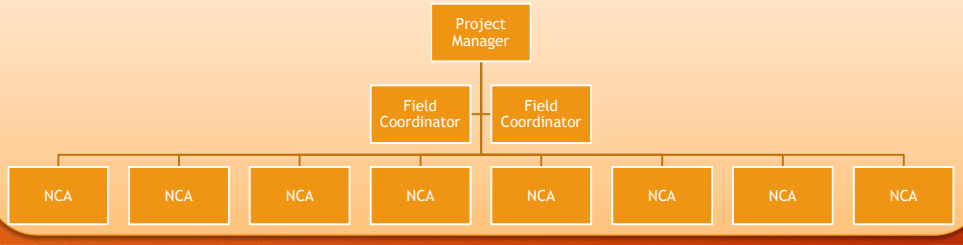
Staffing

Uplifting Peace – Staffing Model

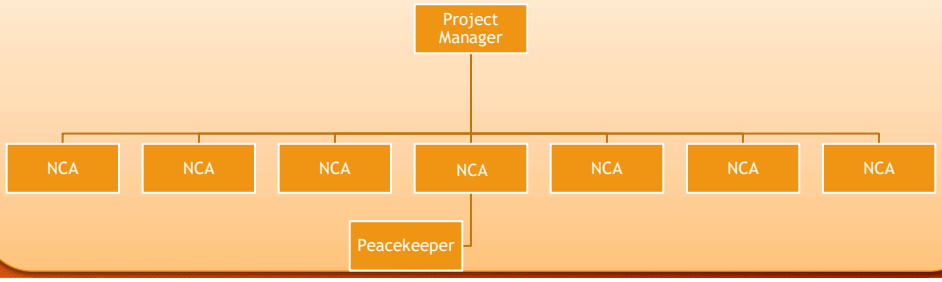


Staffing Models for other CalVIP Grantees

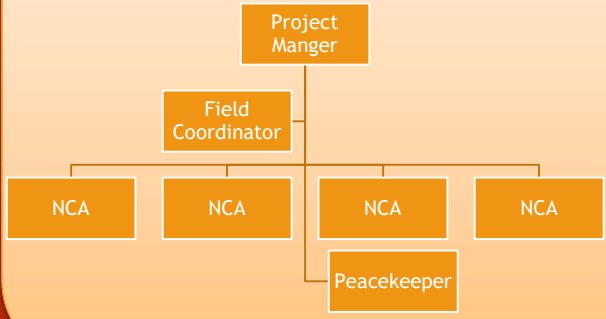
Richmond- Office of Neighborhood Safety (Advance Peace)



Stockton- Advance Peace



Vallejo- Advance Peace



Trainings

Advance Peace Management Training
Substance abuse disorder
13
Trainings
NCA Bootcamps
Advance Peace Strategies Training

Community Events

Hope In Motion Toy Drive event Serviced over 115 families/300 kids

Community Events

Supported a Thanksgiving Community Blessing/food distribution event

Supported the City of Antioch in their "Beautify Antioch" event.

Uplifting Peace Fellows

Outreach & Recruitment

Tier 1	Tier 2	Tier 3	Tier 4
Building a trusting relationship	Mentor through critical decision moments	Offer Services, support & opportunities	Better decisions & better outcomes

Safety → Stability → Transformation

Advance Peace

Uplifting Peace Currently

Currently servicing
19 fellows

10 Fellows have received job readiness certificates

56 hours of community outreach and community engagement **per week**

All fellows remain Alive, with no gun violence engagement

Q & A

Thank you

One Day at a Time
(925) 240-1359
www.odatec.org

CITY OF ANTIOCH CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2025

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Monserrat Cabral, Youth Services Network Manager

APPROVED BY: Tasha Johnson, Public Safety and Community Resources Director

SUBJECT: Amendment No. 3 to the Consulting Services Agreement with Advance Peace increasing the amount by $50,000 for Support of the City of Antioch's California Violence Intervention and Prevention program (CalVIP)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving the third amendment to the Consulting Services Agreement with Advance Peace for Technical Assistance/Support, Training and development for the 2022-25 City of Antioch's California Violence Intervention and Prevention (CalVIP) in the amount of $50,000 and authorizing the City Manager or designee to execute the third amendment to the Consulting Services Agreement in a form approved by the City Attorney.

FISCAL IMPACT

This action increases the Consultant Services Agreement amount by $50,000 in CalVIP grant funding, not to exceed $485,000. The fiscal year 2024/25 CalVIP budget for Advance Peace will need to be carried forward into fiscal year 2025-26. There is no impact on the City's General Fund, as this is fully supported by CalVIP funding.

DISCUSSION

On May 1, 2023, the City of Antioch entered into an Agreement for Consultant Services with Advance Peace. Safe Passages served as the initial fiscal sponsor to support implementation of the City's 2022–2025 California Violence Intervention and Prevention (CalVIP) Grant Program. This $435,000 agreement was structured to fund strategic development, technical assistance, capacity-building, and training to support community-based, data-informed violence reduction efforts, especially on gun violence in Sycamore and other high-impact neighborhoods.

In July 2024, City Council approved Amendment 1, formally recognizing Advance Peace as the sole contractor. This marked a key transition from operating under a fiscal sponsor to assuming full administrative responsibility for the contract. This shift reflected the organization's increased capacity to manage public funds and directly oversee the

Peacemaker Fellowship program.

In November 2024, Amendment 2 was approved to correct structural inconsistencies in the original contract's budget and payment schedule. These adjustments were necessary to ensure financial clarity and that funds were allocated in accordance with the original agreement's intent.

To address implementation delays and staffing gaps that emerged throughout 2023–2024, the Board of State and Community Corrections (BSCC) issued a grant modification. It approved a six-month no-cost extension, moving the CalVIP expenditure deadline to December 31, 2025, and extending audit allowances through June 30, 2026. In alignment with this revised timeline, the City Council approved extending the Advance Peace contract through June 30, 2026, as part of Amendment 2, adopted on November 25, 2024. The grant modification also reallocated underutilized personnel funds, reserved initially for City-managed staffing, directly to frontline community-based organizations (CBOs), significantly expanding the program's reach.

As a result of this strategic shift, $1,425,001 in CalVIP funds will now be invested in high-impact, community-centered service delivery. Advance Peace is currently contracted to receive $435,000, with an additional $50,000 now proposed to support the expanded demands on the contractor. This would bring their amended contract total to $485,000.

The proposed Amendment 3 reflects an operational and programmatic necessity. As the City's principal technical assistance and model oversight partner, Advance Peace plays a critical role in ensuring that service providers, particularly One Day at a Time (ODAT), the direct implementer, deliver consistent, high-quality interventions aligned with the Peacemaker Fellowship model.

Key Metrics and Rationale for Expanded Investment

1. Stakeholder Engagement and Community Outreach

- Held monthly CalVIP partner meetings with City staff, ODAT, and evaluation partners.
- Conducted 6 ODAT site visits to build frontline coordination.
- Participated in two City Council meetings and a Community Town Hall at the Nick Rodriguez Community Center.
- Provided in-person support during the BSCC desk audit site visit.
- Participated in school and street outreach efforts to assess emerging youth risk zones.

2. Findings from Assessment of Antioch's CVI Landscape

- Identified the need for an additional Neighborhood Change Agent (NCA) for adequate citywide coverage.
- Noted high leadership turnover and the absence of a Strategy Manager since January 2025.
- Highlighted gaps in structured roll calls, mediation quality, and consistency of "Seven Touch Points."
- Recommended hiring a dedicated Strategy Manager and establishing a formalized violence reduction plan tailored to Antioch.

3. Work Plan Development

- Operationalized Year One activities based on the CalVIP work plan and expressed openness to co-develop a tailored City-specific implementation roadmap.

4. Capacity-Building for ODAT and System Coordination

- Delivered multiple trainings on trauma-informed care, life coaching, street outreach, and Cognitive Behavioral Therapy (CBT).
- Initiated collaboration with the Contra Costa County District Attorney's Office and the Office of Racial Equity and Social Justice to integrate Antioch's Peacemaker Fellowship within broader systems of care.

5. Leveraged Resources for Sustainability

- Successfully secured a partial federal grant from the U.S. Department of Justice to bolster Peacemaker Fellowship implementation in Antioch.

Coordination with ODAT Frontline Outcomes

This amendment directly supports ODAT's ability to scale and sustain frontline intervention. As of April 2025, ODAT has:

- Engaged over 75 individuals through outreach and intake.
- Enrolled 19 active Fellows in the Peacemaker Fellowship program.
- Conducted over 40 life coaching sessions and 20+ community mediations.
- Provided consistent emergency support (food, transportation, crisis intervention) to high-risk individuals.

ATTACHMENTS

A. Resolution
B. Budget
C. Original Contract with two Amendments
D. Data Report

RESOLUTION NO. 2025/xx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH ADVANCE PEACE FOR THE TECHNICAL ASSISTANCE/SUPPORT, TRAINING, AND DEVELOPMENT CITY OF ANTIOCH'S CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) PROGRAM, INCREASING THE AMOUNT BY $50,000

WHEREAS, the City of Antioch entered into an Agreement for Consultant Services with Advance Peace, with Safe Passages serving as fiscal sponsor, on May 1, 2023, to support technical assistance, strategic development, and capacity building for the City's implementation of the 2022–2025 California Violence Intervention and Prevention (CalVIP) Grant Program, in the amount of $435,000; and

WHEREAS, on July 1, 2024, the City Council approved Amendment No. 1 to the Agreement, removing Safe Passages as the fiscal sponsor and naming Advance Peace as the sole contractor; and

WHEREAS, on November 25, 2024, the City Council approved Amendment No. 2 to the Agreement, revising the Budget and Payment Schedule to correct mathematical inconsistencies and ensure proper allocation of funds to Advance Peace and other contractors; and

WHEREAS, the Board of State and Community Corrections (BSCC) approved a grant modification and a six-month, no-cost extension to the CalVIP Cohort 4 Grant, extending the expenditure deadline to December 31, 2025, and the audit completion deadline to June 30, 2026; and

WHEREAS, the BSCC-approved modification also reallocates unused personnel salary savings from City-administered staffing to direct service providers, increasing the total funds allocated to non-governmental organizations (NGOs) to $1,425,001; and

WHEREAS, Advance Peace is currently allocated $435,000 of the reallocated CalVIP funds for training, technical assistance, and strategic oversight; and

WHEREAS, due to the increased funding to the direct service provider One Day at a Time (ODAT) for staffing, Advance Peace is required to expand its scope of training and support responsibilities to ensure program integrity and success; and

WHEREAS, Advance Peace shall provide targeted capacity-building support to One Day at a Time (ODAT) by delivering no fewer than four (4) structured technical assistance sessions between July and December 2025 on core program implementation elements, including street outreach coordination, case management practices, data collection/reporting and alignment with CalVIP grant requirements;

WHEREAS, staff recommends an increase of $50,000 to Advance Peace's contract, raising their total contract to $485,000, to support the additional responsibilities resulting from the reallocation of funds and expanded implementation scope; and

WHEREAS, this amendment will also update the Term of Services and formally add revised Exhibit B (Budget and Payment Schedule).

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

1. Approves a Third Amendment to the Agreement for Consultant Services with Advance Peace to:
    - Revise Exhibit B to reflect the updated Budget and Payment Schedule, increasing Advance Peace's contract by $50,000 to a total of $485,000;
    - Add Exhibit C to include the CALVIP Additional Terms and Conditions; and

2. Authorizes the City Manager, or designee, to execute the Third Amendment in a form approved by the City Attorney.

* * * * * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of June 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ _____

MELISSA RHODES
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B

BUDGET

Description of Reimbursable Cost	Annual Limits	Contract Limit
Assessment, Stakeholder Engagement, Personnel Management Support, Operations Management Support, and Program Development & Implementation Support by Consultant, Advance Peace	$145,000 per year*	Up to $290,000
Evaluation Services by the UC Berkeley Center for Global Healthy Cities	$30,000 semi-annually, Up to $60,000 per year	Up to $120,000
Licensing of UCB Data Collection Portal	$18,750 semi-annually, Up to $37,500 per year	Up to $75,000

*Advance Peace Community of Practice/Peacemaker Fellowship Implementation & Management Technical Support and Training @ **$145,000 per year.**

FEE CATEGORIES	FEES
Ongoing Professional Development	$45,600
Personnel	$38,400
Training Delivery	$17,500
Technical Support	$17,500
Administration	$20,400
Travel/Transportation	$1,000
Miscellaneous	$2,600
Training Material	$2 , 0 00
TOTAL FEES	**$145,000**

$290,000 - Advance Peace
$120,000 - UC Berkeley Evaluation Services as stated above
$75,000 - Licensing of UCB Data Collection Portal

TOTAL: $485,00

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ATTACHMENT C

AMENDMENT NO. 2 TO THE CONSULTANT SERVICES AGREEMENT FOR FOR TECHNICAL ASSISTANCE/SUPPORT, TRAINING & DEVELOPMENT FOR THE 2022-25 CALIFORNIA VIOLENCE INTERVENTION & PREVENTION (CalVIP) GRANT PROGRAM

THIS SECOND AMENDMENT TO THE AGREEMENT FOR ADVANCE PEACE is entered into this 25th day of November 2024, 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 Advance Peace, with its principle place of business at 2163 Meeker Avenue #227 Richmond, CA 94804 (**"Consultant"**). City and Consultant individually are sometimes referred to herein as **"Party"** and collectively as **"Parties."**

RECITALS

WHEREAS, on May 1, 2023, City and Consultant (with fiscal Sponsor Safe Passages), entered into an Agreement for Consultant Services for the 2022-25 California Violence Intervention and Prevention (CalVIP) Grant Programs Technical Assistance/Support, Training and Development ("Agreement") in the amount of $435,000;

WHEREAS, the parties have mutually agreed that as of October 1, 2023, the Consultant shall no longer require Safe Passages to serve as its Fiscal Sponsor, marking a shift for the Consultant to manage its fiscal responsibilities and financial matters independently;

WHEREAS, the Board of State and Community Corrections has formally approved a six-month, no-cost extension for the CalVIP Cohort 4 Grant, extending the grant period to June 30, 2026. This extension shall project expenditures to be incurred through December 31, 2025, and financial audit expenses to be completed by June 30, 2026;

WHEREAS, the initial Payment Schedule included in the original Agreement was incorrect, as it did not accurately reflect the intended distribution of funds, particularly the payments designated to the Consultant, nor did it properly account for the allocation and timing of these payments; therefore, the parties desire to provide a Revised Exhibit B to serve as the Payment Schedule, ensuring clarity, accuracy, and alignment with the financial terms of the Agreement; and

WHEREAS, Exhibit C shall be included to reflect the CalVIP Additional Terms and Conditions properly.

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

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

   Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 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.

2. Exhibit "A" of the original Agreement "Scope of Work," shall be amended to include an updated timeline as set forth in "Exhibit A" attached to this Second Amendment, which supersedes and replaces the original Exhibit A in its entirety and is incorporated herein by reference.

3. Exhibit "B" of the original Agreement "Budget and Payment Schedule", shall be amended to amended to exclude the CalVIP Additional Terms and Conditions and shall instead include the Budget and Payment Schedule as set forth in "Exhibit B" attached to this Second Amendment, which supersedes and replaces the original Exhibit B in its entirety and is incorporated herein by reference.

4. Exhibit "C" of the original Agreement shall be amended to include the CALVIP Additional Terms and Conditions, accurately reflecting these provisions as set forth in "Exhibit C" attached to this Second Amendment and is incorporated herein by reference;

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

CITY OF ANTIOCH:

By: _____
Bessie Marie Scott
City Manager

ADVANCE PEACE:

DocuSigned by:
By: DEVONE BOGGAN
0B9FCEF9DBE474...
DeVone Boggan
Chief Executive Officer

ATTEST:

Melissa Rhodes
City Clerk

APPROVED AS TO FORM:

Derek P. Cole
~~Thomas Lloyd Smith~~
City Attorney

EXHIBIT A

SCOPE OF WORK

Consultant's Proposal

Technical Assistance/Support, Training & Development

May 1, 2023 – June 30, 2026

The contractor shall provide the following services:

1. **ASSESSMENT, STAKEHOLDER ENGAGEMENT**
   - Conduct initial outreach to community groups, decision makers, and other key stakeholders to gain an in-depth understanding of gun violence and assess potential collaboration opportunities.
   - Review crime data, key policies, case studies, programs, and evaluations of current and former violence prevention/interruption efforts to assess strengths, weaknesses, and opportunities.
   - Provide written assessment and recommendations to successfully implement the Advance Peace gun violence reduction strategy in Antioch.
   - Develop Year-1 Work Plan.

2. **PERSONNEL MANAGEMENT SUPPORT**
   - Provide job descriptions for Program Manager, Field Coordinator, Neighborhood Change Agent (NCA) and Peacekeeper.
   - Assist with recruiting, screening, and hiring of staff.
   - Provide 100 hours of training and development for new staff.

3. **OPERATIONS MANAGEMENT SUPPORT**
   - Participate in weekly strategy meetings with program managers from other AP cities.
   - Support the gradual step-by-step rollout of program components to ensure model fidelity and program effectiveness.
   - Participation in bi-annual "Community of Practice" retreats with UCB Evaluator and State/National partners.
   - Quarterly coaching sessions with the AP Antioch team.
   - Meetings with City staff and program partners, as needed.

4. PROGRAM DEVELOPMENT & IMPLEMENTATION SUPPORT

- Assist with the identification, assessment, selection, engagement, and enrollment of Peacemaker Fellows.
- Support programs include street outreach, branding, risk mitigation, infrastructure, and strategic communications.
- Provide ongoing guidance, tools, and resources needed to effectively implement the Peacemaker Fellowship.
- Cultivate the capacity of local service providers and public systems to better serve target population.
- Develop protocols for law enforcement and staff interactions.
- Provide support in developing new policies and procedures responsive to local needs and dynamics.
- Help educate and inform public systems, philanthropy, clergy, media, and community about the rationale and mechanics of gun violence reduction.
- Help the City build on its existing infrastructure of gun violence reduction activity and explore the integration of the Advance Peace strategy into its long-term strategic plan.
- Support additional fund development to solidify and promote program sustainability.

5. LEARNING and EVALUATION SUPPORT (Revised)

All Advance Peace Antioch evaluation activities shall be performed by the UC Berkeley Center for Global Healthy Cities through a sub-award with Advance Peace. The Advance Peace evaluation activities shall consist of:

- Updating the Human Subject Institutional Review Board (IRB) protocols through the UC Berkeley Committee for Protection of Human Subjects to ensure all outreach data collection remains confidential.
- Update all informed consent forms, scripts, and data confidentiality agreements for the Peacemaker Fellowship, including all outreach workers and participants, called Fellows.
- Create specific informed consent forms, scripts, and data confidentiality protection for Antioch data collection.
- Draft Memorandum of Agreement (MOA) with City of Antioch Police Department, to obtain at least 5 years of gun crime data (187a & 245a2) and associated demographic and spatial information, for baseline crime analyses.

MOU shall specify that UC Berkely shall receive monthly gun crime data from City of Antioch PD for the duration of the grant project and at least 6 months after date of completion, in order to complete analysis of any changes in gun crime.

- Analyze historic/baseline data of city firearm homicide and assault data, along with additional city level data as needed for analyses (i.e., US census demographics, police beat, council district shape files, etc.).
- Create secure, encrypted, electronic data sharing protocol using cloud storage (i.e., Dropbox) for local Police Department to share crime data.
- Use descriptive statistics, time-series analyses, & spatial mapping to analyze any change in the number & rate of gun violence over project period.
- Update AP data collection portal/software (apdata.org) for use in Antioch & used by all outreach workers & create Advance Peace Antioch NCA and Administrative user permissions.
- Update and manage cloud database storage of all outreach worker and Peacemaker Fellowship participant data.
- Deliver two trainings per year to Advance Peace Antioch staff on data collection methods and use of apdata.org system.
- Conduct one interview and one focus group with Advance Peace Antioch Advance Peace outreach worker staff to understand program fidelity and contribute to process evaluation data gathering.
- Generate a six-month and annual data report (once outreach work commences) for the Advance Peace Antioch program and share these reports with Antioch program leadership.
- Support quarterly CalVIP reporting by City of Antioch program leaders by offering participant client data.
- Generate one report at the conclusion of the Advance Peace Peacemaker Fellowship in Antioch.

EXHIBIT B

BUDGET AND PAYMENT SCHEDULE

PAYMENT SCHEDULE

Compensation shall be in the amount of FOUR HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS ($435,000.00). Compensation paid to Contractor by the City for the Project shall not exceed a maximum total amount of FOUR HUNDRED AND THIRTY-FIVE THOUSAND DOLLARS. Contractor shall submit an itemized statement that reflects the work completed and hours of services rendered by Contractor in accordance with this Agreement. The itemized statement shall reference this Agreement and shall contain detailed billing information including, but not limited to, a description of the Services rendered, work product completed, the date(s) of the Services. The invoice shall include a statement of the total contract value, amount billed to date under the contract, and the amount remaining under the contract. Invoices to City must be in accordance with the Scope of Services and Payment Schedule and shall be generally payable, if approved, within thirty (30) calendar days of receipt of each monthly statement.

Description of Reimbursable Cost	Annual Limits	Contract Limit
Assessment, Stakeholder Engagement Personnel Management Support, Operations Management Support, and Program Development & Implementation Support by Consultant, Advance Peace	$60,000 semi-annually, Up to $120,000 per year	Up to $240,000
Evaluation Services by the UC Berkeley, Center for Global Healthy Cities	$30,000 semi-annually, Up to $60,000 per year	Up to $120,000
Licensing of UCB Data Collection Portal	$18,750 semi-annually, Up to $37,500 per year	Up to $75,000

$240,000 - Advance Peace
$120,000 - UC Berkeley Evaluation Services as stated above
$75,000 - Licensing of UCB Data Collection Portal

TOTAL: $435,000

EXHIBIT C

CALVIP ADDITIONAL TERMS AND CONDITIONS

To the extent the terms and conditions below conflict with any other term of the Agreement, the terms and conditions below shall prevail.

General Terms and Conditions

1. **AUDIT:** Consultant agrees that the City, BSCC, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

2. **DISPUTES:** Consultant shall continue with the responsibilities under this Agreement during any dispute.

3. **TERMINATION FOR CAUSE:** The City may terminate this Agreement and be relieved of any payments should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. All costs to the City shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

4. **RECYCLING CERTIFICATION:** Upon request by the City, Consultant shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

5. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Consultant and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Consultant and its subcontractors shall give written notice of their

obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the

document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

Full link: http://bscchomepageofh6i2avqeocm.usgovarizona.cloudapp.usgovcloudapi.net/ccc-042017-contractor-certification-clause/

7. **TIMELINESS:** Time is of the essence in this Agreement.

8. **COMPENSATION:** The consideration to be paid Consultant, as provided herein, shall be in

9. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

   A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

   B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

1. **DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT**

Consultant must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.

2. **UNION ACTIVITIES**

Consultant acknowledges that applicability of Government Code §§16654 through 16649 to this Agreement and agrees to the following:

A. No State funds received under the Agreement will be used to assist, promote or deter union organizing.

B. Consultant will not, for any business conducted under the Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Consultant incurs costs or makes expenditures to assist, promote or deter union organizing, Consultant will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.

3. WAIVER

The parties hereto may waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making the waiver.

AMENDMENT NO. 1 TO THE CONSULTANT SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND ADVANCE PEACE FOR TECHNICAL ASSISTANCE/SUPPORT, TRAINING & DEVELOPMENT RELATED TO THE 2022-2025 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM

THIS FIRST AMENDMENT TO THE AGREEMENT FOR TECHNICAL ASSISTANCE/SUPPORT, TRAINING & DEVELOPMENT RELATED TO THE 2022-2025 CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM is entered into this 16th day of October 2023, by and between the CITY OF ANTIOCH, a municipal corporation (**"City"**), and ADVANCE PEACE, their address is 2163 Meeker Avenue #227 Richmond, Ca 94804 (**"Consultant"**).

RECITALS

WHEREAS, on May 1, 2023, City and Advance Peace (with fiscal sponsor Safe Passages), entered into an Agreement for Professional Consultant Services for the 2022-25 California Violence Intervention & Prevention (CalVIP) Grant Program's Technical Assistance/Support, Training & Development ("**Agreement**") in the amount of $435,000;

WHEREAS, Advance Peace and Safe Passages parties have mutually agreed that, as of October 1, 2023, Advance Peace will no longer require Safe Passages to serve as its fiscal sponsor, marking a shift for Advance Peace to manage its fiscal responsibilities and financial matters independently;

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

1. The title of the Consultant Services/Professional Agreement between the City of Antioch and Safe Passages shall be amended to read as follows:

   Consultant Services Agreement between the City of Antioch and Advance Peace for Technical Assistance/Support, Training, and Development related to the 2022-2025 California Violence Intervention and Prevention (CALVIP) Grant Program.

2. The first paragraph in the contract shall be amended to read as follows:
   THIS AGREEMENT (**"Agreement"**) is made and entered into this 1st day of May, 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 **Advance Peace** with its principle place of business at 2163 Meeker Avenue #227 Richmond, CA 94804 (**"Consultant"**). City and Consultant are sometimes referred to herein as **"Party"** and collectively as **"Parties."**

3. Section 11.10 "Notices" the contact shall be amended to read as follows:
   Notices. Any written notice to Consultant shall be sent to:

   DeVone Boggan/Advance Peace

2163 Meeker Avenue #227
Richmond, CA 94807

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

CITY OF ANTIOCH:

By: _____
Kwame P. Reed
Acting City Manager

ADVANCE PEACE:

By: _____
DeVone Boggan
Chief Executive Officer

ATTEST:

_____
for Elizabeth Householder
City Clerk

APPROVED AS TO FORM:

_____
Thomas Lloyd Smith
City Attorney

CONSULTING SERVICES/PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND SAFE PASSAGES

THIS AGREEMENT (**"Agreement"**) is made and entered into this 1st day of May, 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 **Advance Peace** with its principle place of business at 561 11th Street Suite 6306 Oakland, CA (**"Consultant"**), through its fiscal sponsor **Safe Passages** a 501c3 Non-Profit Corporation acting as a Fiscal Sponsor with its principle place of business at 1017 Clay Street Oakland, CA 94607 (**"Fiscal Sponsor"**). City, Consultant, and Fiscal Sponsor 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 December 31, 2025 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.

2.1 Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement, as more particularly described in Exhibit A. Payments for the

Services and reimbursement of costs will not exceed Four Hundred Thirty-Five Thousand Dollars ($435,000) over the term of this Agreement 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 addition to the foregoing, payments for the Services and reimbursement of costs will not exceed One Hundred Forty-Five Thousand Dollars ($145,000) annually unless approved in advance by the Contract Administrator.

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

2.3 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.

2.4 **Reports.** Consultant shall submit reports, not more often than once a month during the term of this Agreement, describing the Services performed and costs incurred.

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

2.6 **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. CALVIP ADDITIONAL TERMS AND CONDITIONS. Consultant acknowledges that this Agreement, the Services and payments thereunder are funded through the California Violence Intervention Program ("CalVIP") administered by the State of California Board of State and Community Corrections ("BSCC") and are subject to the requirements, restrictions, and limitations of CalVIP and BSCC grant funding. By executing this Agreement, Consultant hereby agrees to comply with all terms and conditions set forth in this Agreement, which include by reference all guidance, regulations and requirements of BSCC that are applicable to a recipient of a CalVIP grant and the additional terms and conditions attached as Exhibit C and incorporated herein. Consultant further agrees to cooperate with the City by timely providing information and documentation required by the Agreement or requested by the City in furtherance of its obligations as a CalVIP grantee.

SECTION 11. MISCELLANEOUS PROVISIONS.

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 Contract Administration. This Agreement shall be administered by Monserrat Cabral ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

11.10 Notices. Any written notice to Consultant shall be sent to:

DeVone Boggan/Advance Peace
1017 Clay Street
Oakland, CA 94607

Any written notice to City shall be sent to:

Monserrat Cabral/Public Safety & Community Resources
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

11.11 **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 B. Ebbs, Acting City Manager

Attest:

_____
Elizabeth Householder
City Clerk

Approved as to Form:

_____
Thomas Lloyd Smith, City Attorney

CONSULTANT:

Advance Peace

By:_____

Name:_____

Title:_____

FISCAL SPONSOR:

Safe Passages

By:_____

Name:_____

Title:_____

[*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
SCOPE OF WORK

Consultant's Proposal

Advance Peace
TECHNICAL ASSISTANCE/SUPPORT, TRAINING & DEVELOPMENT
City of Antioch
May 1, 2023 – December 31, 2025

ASESSMENT, STAKEHOLDER ENGAGEMENT

- Conduct initial outreach to community groups, decision makers and other key stakeholders to provide in-depth understanding of gun violence and assess potential collaboration opportunities.
- Review crime data, key policies, case studies, programs and evaluations of current and former violence prevention/interruption efforts to assess strengths, weaknesses and opportunities.
- Provide written assessment and recommendations to successfully implement the Advance Peace gun violence reduction strategy in Antioch.
- Develop Year-1 Work Plan.

PERSONNEL Management Support

- Provide job descriptions for Program Manager, Field Coordinator, Neighborhood Change Agent (NCA) and Peacekeeper.
- Assist with recruiting, screening, and hiring of staff.
- Provide 100 hours of training and development for new staff.

OPERATIONS Management Support

- Participation in weekly strategy meetings with Program Managers from other AP cities.
- Support gradual step-by-step roll out of program components to ensure model fidelity and program effectiveness.
- Participation in bi-annual "Community of Practice" retreats with UCB Evaluator and State/National partners.
- Quarterly coaching sessions with AP Antioch team.
- Meetings with City staff and program partners, as needed.

PROGRAM DEVELOPMENT & IMPLEMENTATION Support

- Assist with the identification, assessment, selection, engagement and enrollment of Peacemaker Fellows.
- Support program buildout including street outreach, branding, risk mitigation, infrastructure, and strategic communications.

- Provide on-going guidance, tools and resources needed for the effective implementation of the Peacemaker Fellowship.
- Cultivate capacity of local service providers and public systems to better serve target population.
- Develop protocols for law enforcement and staff interactions.
- Provide support in the development of new policies and procedures responsive to local needs and dynamics.
- Help educate and inform public systems, philanthropy, clergy, media and community about the rationale and mechanics of gun violence reduction.
- Help the City build on its existing infrastructure of gun violence reduction activity and explore integration of the Advance Peace strategy into its long-term strategic plan.
- Support additional fund development to solidify and promote program sustainability.

LEARNING and EVALUATION Support (Revised)

All Advance Peace Antioch evaluation activities will be performed by the UC Berkeley, Center for Global Healthy Cities, through a subaward with Advance Peace. Thus, the evaluation contract should be issued to Advance Peace. The Advance Peace evaluation activities will consist of:

- Updating the Human Subject, Institutional Review Board (IRB) protocols through the UC Berkeley, Committee for Protection of Human Subjects, to ensure all outreach data collection remains confidential;
- Update all informed consent forms, scripts and data confidentiality agreements for the Peacemaker Fellowship, including all outreach workers and participants, called Fellows;
- Draft a Local Evaluation Plan (LEP) consistent with CalVIP requirements; reviewed and approved by City of Antioch, Department of Community Resources & Public Safety;
- Create specific informed consent forms, scripts and data confidentiality protections for Antioch data collection;
- Draft Memorandum of Agreement (MOA) with City of Antioch Police Department, to obtain at least 5 years of gun crime data (187a & 245a2) and associated demographic and spatial information, for baseline crime analyses. MOU will specify that UC Berkely will receive monthly gun crime data from City of Antioch PD for the duration of the grant/project and at least 6 months after date of completion, in order to complete analyses of any changes in gun crime;
- Analyze historic/baseline data of city firearm homicide and assault data, along with additional city-level data as needed for analyses (i.e., US census demographics, police beat, council district shape files, etc.);
- Create secure, encrypted, electronic data sharing protocol using cloud storage (i.e., Dropbox) for local Police Department to share crime data;
- Use descriptive statistics, time-series analyses, & spatial mapping to analyze any change in the number & rate of gun violence over project period;
- Update AP data collection portal/software (apdata.org) for use in Antioch & used by all outreach workers, & create Advance Peace Antioch NCA and Administrative user permissions;
- Update and manage cloud database storage of all outreach worker and Peacemaker Fellowship participant data;
- Deliver two trainings per year to Advance Peace Antioch staff on data collection methods and use of apdata.org system;

- Conduct one interview and one focus group with Advance Peace Antioch Advance Peace outreach worker staff to understand program fidelity and contribute to process evaluation data gathering;
- Generate a six-month and annual data report (once outreach work commences) for the Advance Peace Antioch program, and share these reports with Antioch program leadership;
- Support quarterly CalVIP reporting by City of Antioch program leaders by offering participant/client data;
- Generate one report at the conclusion of the Advance Peace Peacemaker Fellowship in Antioch, satisfying the CalVIP Local Evaluation Plan.

Cost: $240,000 – Advance Peace

$120,000 – UC Berkeley Evaluation Services as stated above

$75,000 – Licensing of UCB Data Collection Portal

Payment Schedule

Compensation

City will provide compensation to Consultant for services satisfactorily provided in the amount of Forty Thousand Dollars ($40,000) on a semi-annual basis. Notwithstanding anything to the contrary in Consultant's Proposal, Consultant will submit to City an invoice for compensation for the first six (6) months of services. Consultant will submit additional invoices, with authorized reimbursable costs as set forth below, every six (6) months thereafter.

Authorized Reimbursements

City will reimburse Consultant for the following expenses and amounts upon receipt of an invoice and supporting documentation. No other reimbursement is authorized by the Agreement, and the City will not provide payment for the reimbursement of any expense other than those listed below, which are further described in Consultant's Proposal.

Description of Reimbursable Cost	Annual Limit	Contract Limit
Evaluation Services by the UC Berkeley, Center for Global Healthy Cities	Up to $40,000 per year	Up to $120,000
Licensing of UCB Data Collection Portal	Up to $25,000 per year	Up to $75,000

The Contract Administrator, in its sole discretion, may authorize in advance and in writing the reallocation of funds described in this Payment Schedule, except in no case shall any authorization increase the amount authorized for by Section 2 of the Agreement for the term of the Agreement or conflict with the City's obligations under the CalVIP program.

EXHIBIT B
CALVIP ADDITIONAL TERMS AND CONDITIONS

To the extent the terms and conditions below conflict with any other term of the Agreement, the terms and conditions below shall prevail.

General Terms and Conditions

1. **AUDIT:** Consultant agrees that the City, BSCC, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Consultant agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

2. **DISPUTES:** Consultant shall continue with the responsibilities under this Agreement during any dispute.

3. **TERMINATION FOR CAUSE:** The City may terminate this Agreement and be relieved of any payments should the Consultant fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the City may proceed with the work in any manner deemed proper by the City. All costs to the City shall be deducted from any sum due the Consultant under this Agreement and the balance, if any, shall be paid to the Consultant upon demand.

4. **RECYCLING CERTIFICATION:** Upon request by the City, Consultant shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

5. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Consultant and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Consultant shall insure that the evaluation and treatment of employees and applicants for employment are free of such

discrimination. Consultant and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Consultant shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

6. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the

document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

Full link: http://bscchomepageofh6i2avqeocm.usgovarizona.cloudapp.usgovcloudapi.net/ccc-042017-contractor-certification-clause/

7. **TIMELINESS:** Time is of the essence in this Agreement.

8. **COMPENSATION:** The consideration to be paid Consultant, as provided herein, shall be in

9. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

   A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

   B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

10. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

1. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

Consultant must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement.

2. UNION ACTIVITIES

Consultant acknowledges that applicability of Government Code §§16654 through 16649 to this Agreement and agrees to the following:

A. No State funds received under the Agreement will be used to assist, promote or deter union organizing.

B. Consultant will not, for any business conducted under the Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Consultant incurs costs or makes expenditures to assist, promote or deter union organizing, Consultant will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Subgrantee shall provide those records to the Attorney General upon request.

3. WAIVER

The parties hereto may waive any of their rights under this Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

Center for
GLOBAL HEALTHY CITIES

www.healthycities.berkeley.edu

Advance Peace Antioch
2023-2025: Data Report

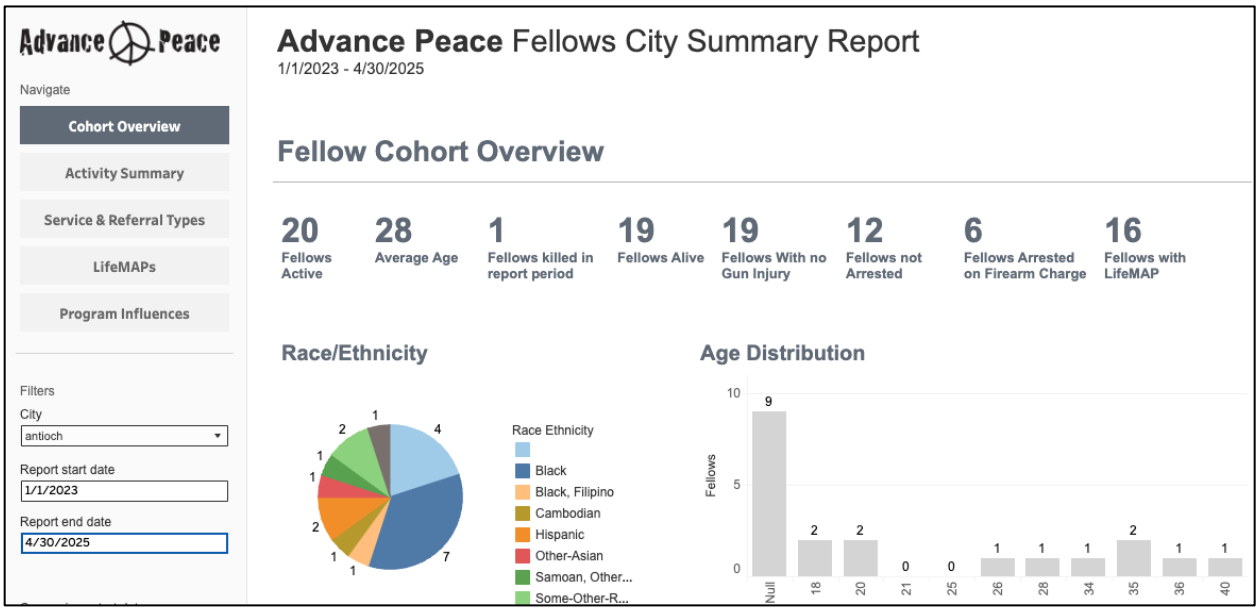
Prepared by:
Prof. Jason Corburn, UC Berkeley, Center for Global Healthy Cities

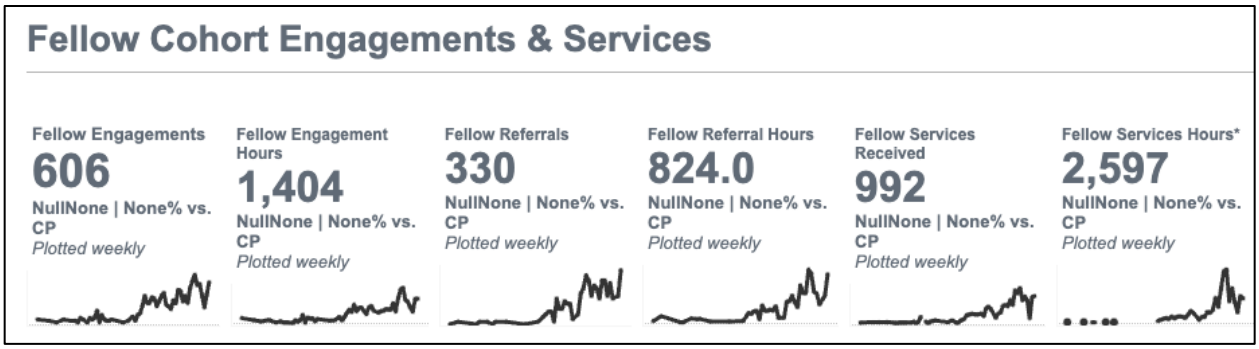
Report Date: April 30, 2025

DRAFT

Citation: Corburn, J. 2025. Advance Peace Antioch 2023-25 Data Report. Center for Global Healthy Cities, UC Berkeley.

AP Antioch: Program Period Start through April, 2025





Fellow Engagements & hours. These are 1-on-1 engagements between an AP Neighborhood Change Agent (NCA) or street outreach worker, and their assigned Fellow, or client.

Street Outreaches & hours. Street Outreach is when an NCA engages someone with close proximity, influence, relevance & importance to a Fellow, like a family member, but the person is not a Fellow. In order to identify potential fellows, the AP team spoke to hundreds of people multiple times.

Conflict Mediations:
Advance Peace Antioch mediated the following number and type of conflicts since January 2023-April 2025:

8 General Conflicts for 19.5 hours. These are interventions in the community to resolve a dispute that might involve a domestic dispute, an argument or other 'beef' among people that are not enrolled in the Peacemaker Fellowship. No guns were present or likely to be used in these conflict mediations.

1 After Hours Conflict Mediations for 2 hours. These are general conflicts (see above) that occur after ONS normal business hours (i.e., in the middle of the night).

1 Shooting Responses for 2.5 hours. This is when an ONS NCA goes to the scene of a shooting and works to understand what happened and prevent any potential retaliation.

13 Cyclical & Retaliatory Gun Violence Interruptions (CRGVI) for 48 hours. CRGVI are when an NCA interrupts a conflict where guns are present and very likely to be used. These are also conflicts between known rivals, who have been engaged in retaliatory gun violence before.

Advance Peace Fellow Services & Referrals:

Fellow Services by Type

Service	Report period service recipients	Report period services	Report period service hours
Grand Total	20	992	2,597
CBT	16	229	624
Elder Circle	7	27	79
Excursion	2	2	13
Internship	14	78	191
Life Coaching	20	202	535
Lifeskills	20	167	495
Other Service	13	43	0
Service Navigation	19	232	615
Transformative Travel	8	12	47

Cognitive Behavioral Therapy (CBT) sessions. This is when an NCA helps their Fellow to identify & change the destructive or disturbing thought patterns and traumas that have a negative influence on their behavior and emotions. CBT helps Fellows reflect on their own thinking, slow down in key moments of conflict, practice less harmful responses in dangerous situations, and to being to adapt their behavior to a new, non-violent identity.

Life Coaching sessions. This is when an NCA delivers culturally responsive and competent support for a Fellow to help them identify their strengths, weaknesses and trauma, and help them overcome obstacles holding them back.

Social Service Navigations. This is when an NCA supports their Fellow with any social services, such as the DMV, housing assistance, the legal system, welfare benefits, etc.

Internships. These are opportunities for Fellows that are enrolled and participating in the Fellowship for at least six months. These typically are part-time paid opportunities that prepare a Fellow for full-time work.

Life Skills Class. These are groups of Fellows learning about important life affirming skills, frequently facilitated by an NCA or a third-party professional.

Elder Circles. The Elder's Circle is a group of community members that meet with Fellows to share their life experiences and ways they avoided gun violence and became successful in raising a family, in business and other endeavors.

Excursions are when an NCA takes one or more fellows out-of-town to remove them from potential conflict, build a trusting relationship and engage with them about peaceful life opportunities.

Transformative Travel. This is when fellows who are completing LifeMAP goals, attending Life Skills classes and otherwise fully participating in the Peacemaker Fellowship get an opportunity to travel out-of-state with a cross-town rival. All transformative travel includes cultural and education experiences, meeting with organizations and communities that have experiences gun violence in a new place and team building/bonding.

Referrals. The NCAs also refer their Fellows to social service providers, such as substance abuse, anger management, housing, food security and others. The AP NCA most frequently will bring and accompany a Fellow to the social service.

Fellow Referrals by Type

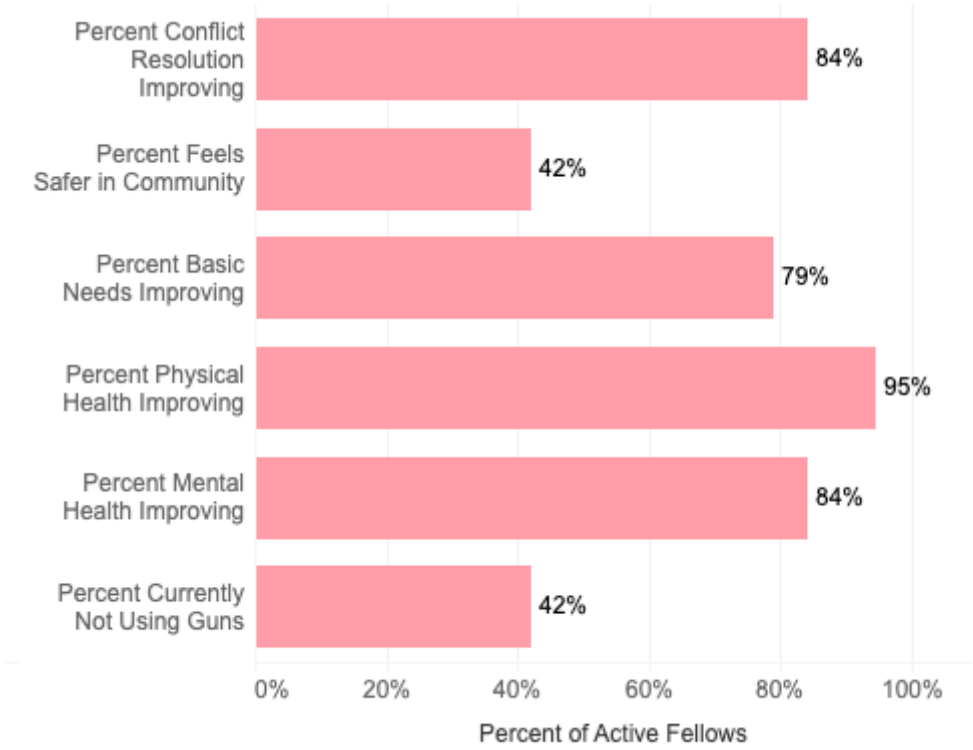
Referral Type	Report period referrals	Report period referral recipients	Report period referral hours
Grand Total	330	18	824.0
Anger Management	1	1	1.5
Court	5	3	11.0
Dmv/License	20	3	42.5
Education Vocational Training	58	13	175.5
Family Support	61	10	142.5
Food Assistance	34	9	69.0
Ged	4	2	14.0
Housing	4	3	8.5
Internship/Work	52	12	119.0
Mental Health	12	8	25.0
Other	5	4	16.0
Pro-Social Leadership Skills And A..	6	5	20.0
Probation	7	2	19.0
Restorative Justice Practices	4	3	8.0
Social Security Card	3	3	9.0
Substance Abuse/Addiction Servic..	17	8	31.5
Violence Avoidance Social Emotio..	37	10	112.0

Fellow Engagement & Conflict Mediation Field Notes (selections):

- Mediated a conflict between 2 fellows at a bar
- Show up to help conflict in a domestic which could have escalated
- midd town and the bully in front of dollar general just word exchange by the time i got there you could hear cops coming every one disperse which was good no gun play but potential was there and will happen i have to find my in some how
- Was out reaching on hot spot where there been two shooting in less than 24 hr one death other in upper leg 1st shooting; 23 gun shots and was hit 10x 2nd shooting 10 shots hit 1x in this 2 block radius a 3rd confrontation was kicking off i was there between the boys and a 3rd person
- Fellow tipped to meet me about potential group retaliation from a fight that lead to a recent shooting. We sat and talked at football game. I talked to them as a group about the everlasting generational curses and consequences of the decisions they're making. They were respectful but body language a bit uneasy. Unspoken but understanding of whom they are and what they do, I spoke about the program and asked if They'd refer anyone, and some pointed at one another.
- Heard about a potential retaliation in the neighborhood of conflict in Antioch. Reached out to family and got in touch with person of concern and took him with me to feed the other fellows and family and got him away from potentially throwing his freedom away or taking another life to continue the cycle of senseless killings.
- Met youngster at school to mediate between two. Went well but we will see. Staying on them everyday.
- This girl has an active gun case with a CPS case just got out of drug program in school for GED all her cases are here in Antioch but her geographics has her living in Concord crazy thing her sister yes her little sister are in the same mess so doing my best to set a lunch up
- Was contacted from sister of potential fellow who been shot a few times seem to be shooting or being shot at for one reason or another so her and myself tried to locate him with intention of getting him in our program. I started at baby mom house which she told us she hadn't seen him but that she just paid for restraining order against him. Went to spot he known to frequent, and it happen we seen his crime partner who is another fellow.
- I've been hunting XX for about a month he name kept comming up in some stick ups i thought this kid going to end up dead or killing some one. Think he blasted XX 4x in the back so he trying to find a drug program to hide out in but the catch is he got his daughter with him and dont want to leave her mom strung out. Finally caught up with him.
- Started 9am hit Antioch got a call from XX dad who told me he was on his way to Antioch. He is hoping i can talk him into our program before he gets kill or a 25 with a lid tops or 25 to life sentence. I spoek to him then went to cole house drug program spoke to counserlor Mike. He told me he might have a person that will be a fit for our program
- Been in contact with Mr. Stroman, A Pastor in Antioch's sycamore Area about active street wars and how we can partner up and try to extinguish some of the bleeding in the Sycamore and Cavallo Areas. He invited myself to join in on some of the events in the area to be seen by the community and strategically reach out to some of the neighborhoods players.

- Interview with potential fellow XX whom just got out of CYA which he was there from age 14 ,throw 21 for attempted murder. We will be meeting again.
- Local resident and high school principal of Antioch High School also collaborating with us to help coordinate a Christmas event to possibly use the school gym, bathrooms and parking lot for the event.
- Talked to counselors about most of us have had trauma some may have simple PTSD or complex PTSD in which causes us to act the way we do
- Spoke to XX, a hooker i know. Got her away from the trafficking. She knows everything that happening out there. She was telling me about a crew out there gorilla pimpin or just robbing hookers crazy.
- been working together to make him a fellow and do a life map. He works part time mechanic only means of income so i dont want to take him away from making it.

Program Influences. At the end of April 2025:



CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 10, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Bessie Marie Scott, City Manager

SUBJECT: City Council Requested Discussion Item – Council Recess in July

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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 on a Council Recess in July.

ATTACHMENTS
None