



Council Chambers
200 H Street
Antioch, CA 94509

Closed Session - 6:00 P.M.
Regular Meeting - 7:00 P.M.

ANNOTATED AGENDA

for

JANUARY 9, 2018

Antioch City Council
Regular Meeting

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

Sean Wright, Mayor
Lamar Thorpe, Mayor Pro Tem
Monica E. Wilson, Council Member
Tony Tiscareno, Council Member
Lori Ogorchock, Council Member

Arne Simonsen, CMC, City Clerk
Donna Conley, City Treasurer

Ron Bernal, City Manager
Derek Cole, Interim City Attorney

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

Electronic Agenda Packet viewing at: <http://www.ci.antioch.ca.us/CityGov/agendas/FindAgenda.asp>
With Project Plans at: <http://ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Project-Pipeline.pdf>
Hard Copy viewing at: Antioch Public Library, 501 W 18th St, Antioch, CA
Online Viewing: <http://www.ci.antioch.ca.us/CityGov/citycouncilmeetings.asp>

Council meetings are televised live on Comcast Channel 24

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available at the City Clerk's Office, located on the 3rd Floor of City Hall, 200 H Street, Antioch, CA 94509, during normal business hours for inspection and (for a fee) copying. Copies are also made available at the Antioch Public Library for inspection. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a yellow Speaker Request form, available on each side of the entrance doors, and place in the Speaker Card Tray. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

6:00 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) **CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION** – Potential Litigation pursuant to Election Code 14025: California Voter Rights Act Demand Letter.

City Council voted to move forward with a resolution to begin the process to switch from “At-Large” Council Member Elections to electing Council Members by District, 5/0

7:09 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency – *All Present*

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *BOARD OF ADMINISTRATIVE APPEALS (Deadline date to apply: 01/12/18)*
- *POLICE CRIME PREVENTION COMMISSION (Deadline date to apply: 01/12/18)*

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

CITY COUNCIL COMMITTEE REPORTS

MAYOR'S COMMENTS

PRESENTATION – *“First Senior Walk to Kick-off Alzheimer’s Awareness”
Council Member Lori Ogorchock, Supervisor Diane Burgis, Assemblyman Jim Frazier, Senator Steve Glazer, Congressman Jerry McNerney, Somersville Town Center, Elderly Wish Foundation, Meals on Wheels*

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

A. APPROVAL OF COUNCIL MINUTES FOR DECEMBER 12, 2017

Approved, 5/0

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

STAFF REPORT

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

STAFF REPORT

C. CONSIDERATION OF BIDS FOR THE CURB RAMPS, BIKE LANE AND PEDESTRIAN IMPROVEMENTS AT VARIOUS LOCATIONS (P.W. 409-5)

Reso No. 2018/01 adopted, 5/0

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

- 1) Authorizing an amendment increasing the Capital Improvement Budget for the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project in the amount of \$980,000 from the Measure 'J' Fund for a total of a \$1,780,000; and
- 2) Awarding the contract to the lowest responsive and responsible bidder, J.J.R. Construction, Inc. of San Mateo; and
- 3) Authorizing the City Manager to execute an agreement in the amount of \$1,636,452.

STAFF REPORT

D. MASTER MUNICIPAL CLERK ACADEMY SERIES 201

Approved, 5/0

Recommended Action: It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the Master Municipal Clerk Academy Series 201 course in San Jose on February 7-9, 2018.

STAFF REPORT

City of Antioch Acting as Successor Agency/Housing Successor to the Antioch Development Agency

E. RECOGNIZED OBLIGATION PAYMENT SCHEDULE (18-19) FOR THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH

SA Reso No. 2018/28 adopted, 5/0

Recommended Action: It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2018 through June 2019 (ROPS 18-19).

STAFF REPORT

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

F. APPROVAL OF SUCCESSOR AGENCY WARRANTS

STAFF REPORT

Approved, 5/0

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

G. APPROVAL OF HOUSING SUCCESSOR WARRANTS

STAFF REPORT

Approved, 5/0

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

PUBLIC HEARING

2. REQUESTED MODIFICATIONS TO THE PROJECT APPROVAL FOR THE PROMENADE – VINEYARDS AT SAND CREEK PROJECT (con't from 11/28/17)

Continued to 02/13/18, 5/0

Recommended Action: It is recommended that the City Council continue the public hearing to the February 13, 2018 meeting.

STAFF REPORT

3. ALBERS RANCH PRELIMINARY DEVELOPMENT PLAN (PD-16-01)

Direction given to staff

Recommended Action: It is recommended that the City Council consider the project and the Planning Commission direction and offer any other guidance.

STAFF REPORT

STAFF REPORT

STAFF REPORT

4. ADOPTION OF A RESOLUTION TO APPROVE A POWER PURCHASE AGREEMENT FOR THE LONE TREE GOLF COURSE SOLAR PHOTOVOLTAIC SYSTEM (P.W. 699-1)

Reso No. 2018/02 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to negotiate and execute a Power Purchase Agreement with ForeFront Power for a Photovoltaic System at the Lone Tree Golf Course.

STAFF REPORT

5. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH DECLARING THE NECESSITY TO COMMENCE EMINENT DOMAIN PROCEEDINGS FOR ACQUISITION OF A PORTION OF ASSESSOR PARCEL NO. 056-130-012 FOR EXTENSION OF PREWETT RANCH ROAD

Reso No. 2018/03 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution of the City Council of the City of Antioch Declaring the Necessity to Commence Eminent Domain Proceedings for Acquisition of a Portion of Assessor Parcel No. 056-130-012 for Extension of Prewett Ranch Road.

STAFF REPORT

COUNCIL REGULAR AGENDA

6. POLICE CRIME PREVENTION COMMISSION APPOINTMENTS FOR TWO FULL-TERM VACANCIES EXPIRING OCTOBER 2021

Reso No. 2018/04 adopted appointing Lisa LaPoint and Dwayne Eubanks to the two full-term, 4-year vacancies, expiring October 2021, 5/0

Recommended Action: It is recommended that the Mayor nominate and Council appoint by resolution two full-term vacancies to the Police Crime Prevention Commission expiring October 2021.

STAFF REPORT

7. UPDATE ON ARTS AND CULTURAL PROGRAMS

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the report on arts and cultural programs and services in Antioch.

STAFF REPORT

8. CONSIDERATION OF BIDS FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS AND REJECTION OF THE BID AWARD PROTEST (P.W. 201-6)

Reso No. 2018/05 adopted, 5/0

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

- 1) Rejecting the bid protest of Granite Construction; and
- 2) Authorizing an amendment increasing the Capital Improvement Budget for the West Antioch Creek Channel Improvements project in the amount of \$429,000 from the Assessment District 27/31 and Capital Improvement funds for a total of a \$4,439,630; and
- 3) Awarding a contract to the lowest responsive and responsible bidder, DMZ Builders; and
- 4) Authorizing the City Manager to execute an agreement in the amount of \$3,999,500.

STAFF REPORT

9. FOURTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH WOODARD & CURRAN (FORMERLY KNOWN AS RMC WATER AND ENVIRONMENT) FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)

Reso No. 2018/06 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving the Fourth Amendment to the Consultant Service Agreement with Woodard & Curran (formerly known as RMC Water and Environment) for engineering services during construction for the West Antioch Creek Channel Improvements Project to increase the contract by \$150,607 for a total contract amount of \$1,480,983.

STAFF REPORT

COUNCIL REGULAR AGENDA – Continued

10. FORMATION OF THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2018-01 (PUBLIC SERVICES)

Reso No. 2018/07 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the Resolution of Intention with Respect to Formation of the Proposed Community Facilities District No. 2018-01 (Public Services).

STAFF REPORT

STAFF REPORT

11. RESOLUTION APPROVING A NEW SALARY RANGE AND HAVING THIS SALARY RANGE PLACED ON THE HOURLY CLASSIFICATION SALARY SCHEDULE FOR THE DOCTOR OF VETERINARY MEDICINE

Reso No. 2018/08 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving a new salary range and having this salary range placed on the Hourly Classification Salary Schedule for the Doctor of Veterinary Medicine.

STAFF REPORT

PUBLIC COMMENT

STAFF COMMUNICATIONS

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

ADJOURNMENT – 9:22 p.m.

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

December 12, 2017
Council Chambers

6:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: City owned Assessor's Parcel Numbers (APN No.'s): 066-110-009; 066-101-001. City and Agency Negotiator, City Manager Ron Bernal; Parties – Orton/Libitzky.

Interim City Attorney Cole reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, no reportable action was taken, direction given to City Manager.

Mayor Wright called the meeting to order at 7:00 P.M., and Minutes Clerk Eiden called the roll.

Present: Council Members Wilson, Thorpe, Tiscareno, Ogorchock and Mayor Wright

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Park and Recreation Kaiser announced Winter Breaks Camp would be held from January 3-5, 2018 at the Antioch Community Center.

Dr. Jeffrey Klingler and Kim Charef announced Community Cat Workshop would be held from 7:00 P.M. – 9:00 P.M. on December 14, 2017 in the Antioch Police Department Community Room.

Councilmember Ogorchock announced that she was co-sponsoring with the Contra Costa Council on Homelessness, a screening of a documentary about homelessness, "Storied Streets" followed by a community discussion on January 11, 2018 at the El Campanil Theater.

PUBLIC COMMENTS

Marty Fernandez, Antioch resident, expressed concern regarding blight, homeless and panhandling issues occurring in his neighborhood. He encouraged the City to enforce City ordinances.

Julie Neward and members of the Somersville Towne Center Management Team announced Steak and Shake signed a lease and would be hiring 60-100 employees. They reported that they had donated to the Antioch Police Department Adopt-A-Family event and foster youth in the community. They provided an update on the exterior and interior improvement. They thanked Antioch Police Department and everyone who supported their events. They announced the Deer

Valley Devine Voices and Show Choir, Antioch Music Masters, Strolling Strings and preschools would be performing at the mall and a Santa Paws event would be taking place. They acknowledged Santa for his hard work. They encouraged the community to follow them on Facebook and Instagram, and wished everyone Merry Christmas and Happy Holidays.

Fred Hoskins, Antioch resident, reported that he had been contacted by City Manager Bernal with regards to the Hard House and he was very pleased with the cleanup efforts.

COUNCIL SUBCOMMITTEE REPORTS

Councilmember Wilson announced Tri Delta Transit would be meeting on December 13, 2017.

Councilmember Thorpe reported on his attendance at the Mayor's Conference and announced that he would be attending the Tri Delta Transit Meeting on December 13, 2017.

Councilmember Tiscareno reported on his attendance at the Lone Tree Golf Course Subcommittee Meeting.

Councilmember Ogorchock reported she had ridden on the new BART train.

Mayor Wright reported on his attendance at the Lone Tree Golf Course Subcommittee Meeting and announced he would be attending a Delta Diablo Meeting on December 13, 2017.

MAYOR'S COMMENTS

Mayor Wright thanked everyone and stated it had been a phenomenal year and they were working diligently to continue to make progress. He wished everyone a Merry Christmas.

1. COUNCIL CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 14, 2017

B. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 28, 2017

C. APPROVAL OF COUNCIL WARRANTS

D. ORDINANCE NO. 2133-C-S SECOND READING – AMENDING ORDINANCE NO. 801-C-S EXTENDING THE TERM OF THE FRANCHISE AGREEMENT WITH CALIFORNIA RESOURCES PRODUCTION CORPORATION (“CRC”), SUCCESSOR IN INTEREST TO UNION OIL COMPANY OF CALIFORNIA, TO FEBRUARY 7, 2021 (*Introduced on 11/28/17*)

E. ORDINANCE NO. 2134-C-S SECOND READING – AMENDING ORDINANCE NO. 838-C-S EXTENDING THE TERM OF THE FRANCHISE AGREEMENT WITH CHEVRON, U.S.A., INC. TO APRIL 23, 2042 (*Introduced on 11/28/17*)

- F. **RESOLUTION NO. 2017/128 AUTHORIZING THE CITY MANAGER TO EXECUTE EASEMENT GRANT DEEDS OVER A PORTION OF FORMER SOMERSVILLE-NORTONVILLE ROAD LOCATED SOUTH OF OLD JAMES DONLON ROAD (PASO CORTO) TO THE EAST BAY REGIONAL PARK DISTRICT (EBRPD) AND THE GOOD CHANCE MANAGEMENT TRUST**
- G. **RESOLUTION NO. 2017/129 FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH JDH CORROSION CONSULTANTS, INC. CONSULTANT SERVICE AGREEMENT FOR THE CATHODIC PROTECTION ASSESSMENT (P.W. 321-1)**
- H. **RESOLUTION NO. 2017/130 SANITARY SEWER MAIN TRENCHLESS REHABILITATION AND FACILITIES INSTALLATION (P.W. 684)**
- I. **AB1600 DEVELOPMENT IMPACT FEE ANNUAL REPORT**
- J. **LEAGUE OF CALIFORNIA CITIES:**
- **POLICY COMMITTEE MEETINGS**
 - **MAYORS AND COUNCIL MEMBERS EXECUTIVE FORUM AND ADVANCED LEADERSHIP WORKSHOP**
 - **ANNUAL CONFERENCE**
- K. **RESOLUTION NO. 2017/131 APPROVING AN EMPLOYEE REFERRAL AND RECRUITMENT SIGNING BONUS/INCENTIVES FOR QUALIFIED LATERAL POLICE OFFICERS**

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

PUBLIC HEARINGS

2. **ADOPTION OF THE GENERAL PLAN LAND USE ELEMENT UPDATE (Con't from 11/28/17)**

City Manager Bernal introduced Public Hearing Item #2.

Director of Community Development Ebbs announced the City had received another letter regarding this item and therefore recommended continuing the public hearing to January 23, 2017.

Interim City Attorney Cole added that the City had received additional letters which raised concerns regarding public hearing items #2-3. He recommended the City Council proceed with public comments for both items this evening, close the public hearings and continue them to a date certain for final action by Council. He noted staff would provide responses to all the comments received. He further noted that the public hearing would be closed and under CEQA any comments received after this evening would not be a basis for a lawsuit.

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

In response to Mayor Wright, Director of Community Development Ebbs stated there were no issues waiting for this item to be heard.

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously continued the Public Hearing to January 23, 2018.

Interim City Attorney Cole stated when this item comes back to Council there would be no public hearing; however, there would be the opportunity for public comment. He explained the public hearing was a specific type of proceeding required by statute which was governed by CEQA as well as Planning and Zoning law. He noted once the public hearing closed, the presentment for potential grounds for litigation was over. He further noted the Brown Act stipulated that every item appearing on an agenda must allow for public comment; however, it would not have the legal significance of exhausting an individual's grounds for filing a lawsuit.

3. ADOPTION OF THE DOWNTOWN SPECIFIC PLAN (Con't from 11/28/17)

City Manager Bernal introduced Public Hearing Item #3.

Director of Community Development Ebbs presented the staff report dated December 12, 2017.

Mayor Wright opened the public hearing.

Lee Ballesteros, Antioch resident, wished everyone a Merry Christmas and Happy Holidays. She referenced her email sent to the City in which she recommended the ordinance not specifically name Waldie Plaza for events put forth by the City and suggesting an amendment to the document reflect the Council's support for the park option for the Beede Lumber Yard parcel.

Joy Motts, Antioch resident, referenced her email regarding the downtown specific plan and stated she was opposed to Waldie Plaza as the event center. She noted the Beede Lumber Yard parcel was more appropriate for the event center designation and requested the Downtown Specific Plan be amended to reflect that direction.

Mayor Wright closed the public hearing.

Interim City Attorney Cole stated his recommendation was to continue the decision on this matter to a future meeting.

Councilmember Thorpe and Mayor Wright agreed with removing the event center designation for Waldie Plaza.

Director of Community Development Ebbs stated he would address this issue and amend the wording prior to it coming back to Council.

On motion by Councilmember Wilson, seconded by Councilmember Thorpe, the Council continued the public hearing to January 23, 2018.

4. RESOLUTION EXTENDING THE TEMPORARY CLOSURE OF EMPIRE MINE ROAD BETWEEN MESA RIDGE DRIVE AND DEER VALLEY ROAD

City Manager Bernal introduced Public Hearing Item #4.

Assistant City Engineer Filson presented the staff report dated December 12, 2017 recommending the City Council conduct a public hearing and approve the resolution extending the temporary closure of Empire Mine Road between Mesa Ridge Drive and Deer Valley Road for an additional period of eighteen (18) months as a continued measure to reduce criminal activity in the area.

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

RESOLUTION NO. 2017/132

On motion Councilmember Ogorchock, seconded by Councilmember Wilson, the Council unanimously approved the resolution extending the temporary closure of Empire Mine Road between Mesa Ridge Drive and Deer Valley Road for an additional period of eighteen (18) months as a continued measure to reduce criminal activity in the area.

5. RESOLUTION EXTENDING THE TEMPORARY CLOSURE OF MCELHENY ROAD BETWEEN EAST 6TH STREET AND FULTON SHIPYARD ROAD

City Manager Bernal introduced Public Hearing Item #5.

Assistant City Engineer Filson presented the staff report dated December 12, 2017 recommending the City Council conduct a public hearing and approve the resolution extending the temporary closure of McElheny Road between East 6th Street and Fulton Shipyard Road for an additional period of eighteen (18) months as a measure to reduce criminal activity in the area.

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

Councilmember Ogorchock requested a permanent road closure for McElheny Road come back to Council, as soon as possible, to reduce blight in the area.

Councilmember Wilson requested when the permanent closure comes back to Council, she would like a plan included to address criminal activity occurring in the area.

RESOLUTION NO. 2017/133

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, Council unanimously approved the resolution extending the temporary closure of McElheny Road between

East 6th Street and Fulton Shipyard Road for an additional period of eighteen (18) months as a measure to reduce criminal activity in the area.

COUNCIL REGULAR AGENDA

6. BOARD OF ADMINISTRATIVE APPEALS APPOINTMENT FOR ONE (1) ALTERNATE MEMBER VACANCY, 2-YEAR TERM, EXPIRING JULY 2019

Mayor Wright nominated Marie Livingston for one (1) Alternate Member vacancy to the Board of Administrative Appeals expiring July 2019.

RESOLUTION NO. 2017/134

On motion by Councilmember Tiscareno, seconded by Councilmember Ogorchock, Council unanimously appointed by resolution, Marie Livingston for one (1) Alternate Member vacancy to the Board of Administrative Appeals expiring July 2019.

Mayor Wright thanked Ms. Livingstone for her willingness to serve.

7. PLANNING COMMISSION APPOINTMENT FOR ONE (1) PARTIAL-TERM VACANCY EXPIRING OCTOBER 2019

Mayor Wright nominated Milanka Schneiderman for one (1) partial-term vacancy to the Planning Commission expiring October 2019.

RESOLUTION NO. 2017/135

On motion by Councilmember Wilson, seconded by Councilmember Thorpe, Council unanimously appointed by resolution, Milanka Schneiderman for one (1) partial-term vacancy to the Planning Commission expiring October 2019.

8. UPDATE ON THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

City Manager Bernal introduced Regular Agenda Item #8.

Project Manager Buenting and City Consultant Walter Bishop presented the staff report dated December 12, 2017 recommending the City Council receive and file.

Councilmember Tiscareno spoke in support of the Brackish Water Desalination Project and stated he looked forward to further discussions for building the facility.

In response to Mayor Wright, Mr. Bishop discussed potential funding mechanisms and regional partnerships

Mayor Wright discussed the importance of maintaining a positive relationship with the Contra Costa Water District and exploring potential revenue generating opportunities.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, Council unanimously received and filed the report.

9. TRAFFIC CALMING POLICY (P.W. 282-19)

City Manager Bernal introduced Regular Agenda Item #9.

Assistant City Engineer Filson presented the staff report dated December 12, 2017 recommending the City Council adopt the resolution creating a Traffic Calming Policy and amend the 2017-19 budget to incorporate funding for Speed Humps/Cushions.

Following discussion, Assistant City Engineer Filson stated she would amend the policy item D-3 to read 25 mph or less and suggested eliminating D1 from the policy. She noted after she received 3-4 applications and studies were completed, she would bring an update back to Council with the projects chosen based on the City's criteria.

Councilmember Ogorchock suggested adding a notation that not all applications may be approved.

Mayor Wright stated if D3 was changed as previously discussed, E1 and E2 would also need to reflect those changes.

William Wallace, representing Noia Neighborhood Watch, stated he received 100% support for speed bumps in their neighborhood; however he was concerned they would not qualify based on the volume of traffic. He suggested criteria be developed that goes beyond numbers.

Mayor Wright suggested the City's requirements not forbid traffic calming measures outright.

City Manager Bernal stated criteria needed to be developed so that decisions were based on the most need.

RESOLUTION NO. 2017/136

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, Council unanimously adopted the resolution creating a Traffic Calming Policy and amended the 2017-19 budget to incorporate funding for Speed Humps/Cushions.

Assistant City Engineer Filson stated she would amend the Traffic Calming Policy as previously discussed.

10. RESOLUTION APPROVING ONE (1) PUBLIC WORKS DIRECTOR/CITY ENGINEER POSITION AND AUTHORIZING THE APPROPRIATE BUDGET ADJUSTMENT

City Manager Bernal introduced Regular Agenda Item #10.

Administrative Services Director Mastay presented the staff report dated December 12, 2017 recommending the City Council adopt a resolution approving one (1) Public Works Director/City Engineer position and authorize the appropriate budget adjustment.

Councilmember Thorpe suggested staff provide the General Fund Fiscal Impact be included when these types of budget adjustments were requested.

In response to Councilmember Tiscareno, Administrative Services Director Mastay stated the cost for the Public Works Director/City Engineer had not been appropriated in budget for this or next fiscal year.

In response to Councilmember Ogorchock, Administrative Services Director Mastay stated position wise in fiscal year 17/18 it would be a wash and in fiscal year 18/19 there would be an additional cost.

RESOLUTION NO. 2017/137

On motion by Councilmember Ogorchock, seconded by Councilmember Tiscareno, Council unanimously adopted a resolution approving one (1) Public Works Director/City Engineer position and authorized the appropriate budget adjustment.

11. AD HOC COMMITTEE FOR SMART GROWTH AND INFILL

City Manager Bernal introduced Regular Agenda Item #11.

Director of Community Development Ebbs presented the staff report dated December 12, 2017 recommending the City Council discuss and recommend the need for the Mayor to nominate and Council appoint a two (2) member Ad Hoc Committee for Smart Growth and Infill.

Councilmember Thorpe stated this was an opportunity for the City to look at Smart Growth / Infill and engage the community.

In response to Councilmember Wilson, Councilmember Thorpe stated they could request members from the Economic Development and Planning Commissions to participate.

Councilmember Thorpe, Councilmember Ogorchock and Councilmember Wilson volunteered to serve on the committee.

Mayor Wright nominated Councilmember Thorpe and Councilmember Ogorchock to serve on the Ad Hoc Committee for Smart Growth and Infill.

On motion by Councilmember Thorpe, seconded by Councilmember Tiscareno, Council unanimously established an Adhoc committee for Smart Growth and Infill and appointed Councilmember Thorpe and Councilmember Ogorchock to serve on the committee.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS

City Manager Bernal reminded the Council that the next City Council meeting would be on January 9, 2018. He announced Council would be holding a Strategic Plan and Goal Setting Workshop on January 20, 2018. He wished Council and the community a Merry Christmas and Happy New Year.

COUNCIL COMMUNICATIONS

Councilmember Ogorchock wished everyone a Merry Christmas and Happy New Year.

Mayor Wright announced Deputy Director of Public Works Bechtholdt and Sharon Daniels were retiring and he expressed Council's appreciation for their hard work and wished them well.

ADJOURNMENT

With no further business, Mayor Wright adjourned the meeting at 9:00 P.M. to the next regular Council meeting on January 9, 2018.

Respectfully submitted:

Kitty Eiden

KITTY EIDEN, Minutes Clerk

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

100 General Fund

Non Departmental

372210	CHANG, ANDREW	SB1186 FEE REFUND	1.00
372266	RINCON CONSULTANTS INC	CONSULTING SERVICES	1,057.04
372300	ARCHON ENERGY SOLUTIONS	DEPOSIT REFUND	3.08
372308	BLUE STAR HEATING AND AIR	DEPOSIT REFUND	1.50
372314	CONTRA COSTA WATER DISTRICT	FACILITY RESERVE FEES	226,469.61
372317	DAVIDON HOMES	DEPOSIT REFUND	40.24
372327	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	477,737.44
372334	FOSTER JR, NICK	DEPOSIT REFUND	1.50
372376	MICHAEL BAKER INTERNATIONAL	PROFESSIONAL SERVICES	390.00
372407	SUNRUN	DEPOSIT REFUND	6.96
372468	DELTA DENTAL	PAYROLL DEDUCTIONS	124.36
372515	OFFICE MAX INC	OFFICE SUPPLIES	243.58
372535	TERRACARE ASSOCIATES	TURF MOWING	486.30

City Council

372375	MEYERS NAVE	TRAINING FEE	750.00
--------	-------------	--------------	--------

City Attorney

372185	WESTAMERICA BANK	COPIER LEASE	78.95
372277	TELECOM LAW FIRM PC	LEGAL SERVICES	382.00
372302	BANK OF AMERICA	TRAINING-GRANT SMITH	512.54
372348	GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	1,193.50
372411	US LEGAL SUPPORT CA REPORTING	LEGAL SERVICES	1,061.00
372529	SHRED IT INC	SHRED SERVICES	57.48
372557	WESTAMERICA BANK	COPIER LEASE	78.95

City Manager

372185	WESTAMERICA BANK	COPIER LEASE	78.95
372230	FEDERAL ADVOCATES INC	ADVOCACY SERVICES	4,166.67
372258	OFFICE MAX INC	OFFICE SUPPLIES	65.11
372302	BANK OF AMERICA	BUSINESS EXPENSE	185.53
372306	BEST BEST AND KRIEGER LLP	LEGAL SERVICES	4,062.24
372316	DANIELS, SHARON P	EXPENSE REIMBURSEMENT	57.37
372541	VERIZON WIRELESS	DATA USAGE	38.01
372548	VERIZON WIRELESS	DATA USAGE	38.01
372551	VERIZON WIRELESS	DATA USAGE	38.01
372557	WESTAMERICA BANK	COPIER LEASE	78.95

City Clerk

204976	FRYS ELECTRONIC	SUPPLIES	85.91
372185	WESTAMERICA BANK	COPIER LEASE	78.95
372226	EIDEN, KITTY J	MINUTES CLERK	1,491.00

Prepared by: Georgina Meek

Finance Accounting

1/4/2018

1B

January 9, 2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372501 MILLER CONSULTING GROUP	REGISTRATION FEE-SIMONSEN	1,450.00
372557 WESTAMERICA BANK	COPIER LEASE	78.95
372580 EIDEN, KITTY J	PROFESSIONAL SERVICES	1,704.50
372582 GARCIA, CHRISTINA L	EXPENSE REIMBURSEMENT	879.64
City Treasurer		
372232 GARDA CL WEST INC	ARMORED CAR SERVICE	252.07
Human Resources		
372185 WESTAMERICA BANK	COPIER LEASE	250.02
372258 OFFICE MAX INC	OFFICE SUPPLIES	148.95
372304 BANK OF AMERICA	RECRUITMENT EXPENSES	795.85
372529 SHRED IT INC	SHRED SERVICES	57.47
372557 WESTAMERICA BANK	COPIER LEASE	250.02
Economic Development		
372185 WESTAMERICA BANK	COPIER LEASE	78.95
372252 MUNICIPAL RESOURCE GROUP LLC	CONSULTING SERVICES	4,687.00
372302 BANK OF AMERICA	LODGING-L ZEPEDA	452.37
372306 BEST BEST AND KRIEGER LLP	LEGAL SERVICES	5,585.89
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	220.96
372557 WESTAMERICA BANK	COPIER LEASE	78.95
Finance Administration		
372185 WESTAMERICA BANK	COPIER LEASE	250.02
372196 BANK OF AMERICA	CSMFO MEMBERSHIP-MERCHANT	110.00
372515 OFFICE MAX INC	OFFICE SUPPLIES	315.66
372557 WESTAMERICA BANK	COPIER LEASE	250.02
Finance Accounting		
372186 ABEJUELA, BERNADETTE G	EXPENSE REIMBURSEMENT	38.29
372196 BANK OF AMERICA	AIRFARE-CASTRO/RICHARDSON	591.94
372208 CASTRO, JOSEPHINE A	EXPENSE REIMBURSEMENT	483.14
372272 SKILLPATH INC	TRAINING TOOLS	218.45
372397 RICHARDSON, SHELLEY RENEE	EXPENSE REIMBURSEMENT	244.00
372515 OFFICE MAX INC	OFFICE SUPPLIES	75.47
372529 SHRED IT INC	SHRED SERVICES	57.47
930701 SUPERION LLC	ASP SERVICE	20,607.90
Finance Operations		
372185 WESTAMERICA BANK	COPIER LEASE	350.36
372255 NEOPOST	INK FOR POSTAGE MACHINE	424.13
372263 PROGRESSIVE SOLUTIONS INC	BUS LIC CERT FORMS	1,549.38
372351 HELLO DIRECT	HEADSET BATTERY	47.35
372511 NEOPOST	MAIL SYSTEM IN760 LEASE	1,022.23
372515 OFFICE MAX INC	OFFICE SUPPLIES	160.06

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372540 UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	21.90
372557 WESTAMERICA BANK	COPIER LEASE	350.36
Non Departmental		
205701 GERONIMO INTEGRAL HEALTH CARE	BL TAX FEE REFUND	75.00
205702 CON J FRANKE ELECTRIC INC	BL TAX FEE REFUND	100.00
300204 CASTLE, RICHARD	BL TAX FEE REFUND	151.00
372210 CHANG, ANDREW	BL TAX FEE REFUND	750.00
372253 MUNISERVICES LLC	STARS QTR2	250.00
372265 REVENUE AND COST SPECIALIST	COST ALLOCATION STUDY	10,625.00
372380 MUNISERVICES LLC	DISCOVERY SERVICES	5,999.22
372469 DELTA DIABLO	GOLF COURSE WATER	2,370.19
372495 LEW EDGARDS GROUP	CONSULTING SERVICES	4,950.00
930764 RETIREE	MEDICAL AFTER RETIREMENT	1,709.04
Public Works Maintenance Administration		
372185 WESTAMERICA BANK	COPIER LEASE	22.50
372544 VERIZON WIRELESS	DATA USAGE	38.01
372546 VERIZON WIRELESS	DATA USAGE	38.01
372553 VERIZON WIRELESS	DATA USAGE	38.01
372557 WESTAMERICA BANK	COPIER LEASE	22.50
Public Works General Maintenance Services		
372185 WESTAMERICA BANK	COPIER LEASE	60.00
372557 WESTAMERICA BANK	COPIER LEASE	60.00
Public Works Street Maintenance		
372229 FASTENAL CO	SUPPLIES	154.74
372416 WORK WORLD	UNIFORM PANTS	108.70
372512 NEXTEL SPRINT	CELL PHONE	57.44
372513 NEXTEL SPRINT	CELL PHONE	57.52
372544 VERIZON WIRELESS	DATA USAGE	38.01
372546 VERIZON WIRELESS	DATA USAGE	38.01
372553 VERIZON WIRELESS	DATA USAGE	38.01
372556 WESCO RECEIVABLES CORP	SUPPLIES	1,162.27
372563 ALTA FENCE	FENCE REPAIR	523.00
372607 OFFICE MAX INC	OFFICE SUPPLIES	57.01
Public Works-Signal/Street Lights		
372262 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,355.70
372285 WESCO RECEIVABLES CORP	SUPPLIES	1,588.29
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	5,588.32
372422 AMERICAN GREENPOWER USA INC	LIGHTING MATERIALS	4,550.50
372459 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	31,358.34
372492 KIS	PROFESSIONAL SERVICES	832.50

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

930668	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	8,695.86
930681	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	4,951.23
Public Works-Striping/Signing			
372197	BANK OF AMERICA	DOT MEDICAL SERVICES	150.00
372336	GALL, MATTHEW DAVID	EXPENSE REIMBURSEMENT	89.90
372358	INTERSTATE SALES	PAINT	2,039.41
372427	ACE HARDWARE, ANTIOCH	CHAIN SAW	52.61
372477	FLINT TRADING INC	SUPPLIES	672.94
372499	MANERI SIGN COMPANY	SIGNS	4,159.92
372512	NEXTEL SPRINT	CELL PHONE	57.44
372513	NEXTEL SPRINT	CELL PHONE	57.52
372544	VERIZON WIRELESS	DATA USAGE	38.01
372546	VERIZON WIRELESS	DATA USAGE	38.01
372553	VERIZON WIRELESS	DATA USAGE	38.01
372629	TAPCO	SIGN HARDWARE	1,128.37
Public Works-Facilities Maintenance			
372285	WESCO RECEIVABLES CORP	SUPPLIES	1,411.05
372309	BUDGET BLINDS	HR WINDOW BLINDS	1,353.30
372336	GALL, MATTHEW DAVID	EXPENSE REIMBURSEMENT	195.75
372367	LENHART ALARM AND SECURITY	ALARM SERVICES	735.00
372384	PACIFIC GAS AND ELECTRIC CO	GAS	14,582.33
372436	BAY CITIES PYROTECTOR	INSPECTION SERVICES	740.00
372472	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	160.00
372512	NEXTEL SPRINT	CELL PHONE	57.44
372524	ROGERS ROOFING	ROOF REPAIR	650.00
372528	SHERWIN WILLIAMS CO	SUPPLIES	233.90
372544	VERIZON WIRELESS	DATA USAGE	38.01
372546	VERIZON WIRELESS	DATA USAGE	38.01
372553	VERIZON WIRELESS	DATA USAGE	38.01
372556	WESCO RECEIVABLES CORP	SUPPLIES	1,162.27
372605	OAKLEYS PEST CONTROL	PEST CONTROL	165.00
930670	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,041.85
Public Works-Parks Maint			
300100	COMBINATION LOCK AND SAFE	LOCK REPAIR	151.31
300221	COMBINATION LOCK AND SAFE	SUPPLIES	176.30
372197	BANK OF AMERICA	SUPPLIES	89.18
372262	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	662.38
372384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	679.21
372423	AMERICAN PLUMBING INC	PLUMBING SERVICES	515.00
372453	COMBINATION LOCK AND SAFE	PARK VANDALISM REPAIR	515.26

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372470 DELTA FENCE CO	GATE REPAIR	2,777.00
372502 MIRACLE PLAY SYSTEMS INC	PLAYGROUND REPAIR PARTS	579.39
372533 STEWARTS TREE SERVICE INC	TREE SERVICES	2,200.00
372570 COMBINATION LOCK AND SAFE	DOOR REPLACEMENT	423.05
372609 OPENING TECHNOLOGIES	DOOR LOCK REPLACEMENT	617.47
930668 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	573.02
930700 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION CONTROLLER PARTS	625.40
Public Works-Median/General Land		
372260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	4,480.80
372262 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	154.84
372271 SILVA LANDSCAPE	LANDSCAPE SERVICES	6,371.84
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,735.09
372427 ACE HARDWARE, ANTIOCH	PVC FITTINGS	88.41
372506 MT DIABLO LANDSCAPE CENTERS	SUPPLIES	378.12
372517 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	15,134.35
372530 SILVA LANDSCAPE	LANDSCAPE SERVICES	7,964.80
372533 STEWARTS TREE SERVICE INC	TREE SERVICES	3,450.00
372534 TARGET SPECIALTY PRODUCTS	CHEMICALS	2,884.05
Public Works-Work Alternative		
372512 NEXTEL SPRINT	CELL PHONE	50.54
372513 NEXTEL SPRINT	CELL PHONE	50.67
Police Administration		
300180 LAW OFFICES OF PETER ALFERT	DEPOSIT REFUND	72.92
372185 WESTAMERICA BANK	COPIER LEASE	1,642.05
372194 ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	142.50
372215 COMMERCIAL SUPPORT SERVICES	CAR WASHES	446.00
372216 CONCORD UNIFORMS LLC	SUPPLIES	102.66
372217 CORTEZ, ANA E	EXPENSE REIMBURSEMENT	60.50
372218 CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	380.00
372238 HOFFMAN, RICK D	EXPENSE REIMBURSEMENT	114.99
372247 LC ACTION POLICE SUPPLY	SUPPLIES	784.18
372256 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	1,999.08
372258 OFFICE MAX INC	OFFICE SUPPLIES	54.17
372286 WISECARVER, JIMMY R	EXPENSE REIMBURSEMENT	92.00
372290 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING MORTIMER	188.00
372291 ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING KOCH	188.00
372307 BITTNER, DESMOND D	TRAINING PER DIEM	192.00
372315 CSI FORENSIC SUPPLY	SUPPLIES	531.59
372328 EIDEN, KITTY J	MINUTES CLERK	105.00
372337 GALLS INC	SUPPLIES	846.73

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372340	GLOCK PROFESSIONAL INC	TRAINING ALLENDORPH	250.00
372341	GLOCK PROFESSIONAL INC	TRAINING FORTNER	350.00
372342	GLOCK PROFESSIONAL INC	TRAINING R MCDONALD	350.00
372343	GLOCK PROFESSIONAL INC	TRAINING R SMITH	350.00
372344	GLOCK PROFESSIONAL INC	TRAINING W DEE	350.00
372345	GLOCK PROFESSIONAL INC	TRAINING LOWTHER	350.00
372346	GLOCK PROFESSIONAL INC	TRAINING E MCMANUS	350.00
372347	GLOCK PROFESSIONAL INC	TRAINING ALLENDORPH	350.00
372352	HYATT REGENCY	LODGING S MOORE	921.20
372353	HYATT REGENCY	LODGING CHALK	921.20
372360	ISLAND PALMS HOTEL	LODGING R MCDONALD	726.15
372362	KOCH, MATTHEW T	TRAINING PER DIEM	115.00
372371	MCDONALD, RYAN J	TRAINING PER DIEM	320.00
372372	NISSEN, TARRA L	EXPENSE REIMBURSEMENT	32.33
372373	NISSEN, TARRA L	TRAINING PER DIEM	192.00
372374	NISSEN, TARRA L	TRAINING CAR ALLOWANCE	221.42
372377	MORTIMER, MICHAEL P	TRAINING PER DIEM	115.00
372386	PMW ASSOCIATES	TRAINING T MENDES	393.00
372387	PMW ASSOCIATES	TRAINING D BITTNER	393.00
372388	PMW ASSOCIATES	TRAINING T SCHNITZIUS	393.00
372392	REACH PROJECT INC	JUVENILE DIVERSION NOV17	17,083.00
372393	REACH PROJECT INC	JUVENILE DIVERSION DEC17	17,083.00
372401	SCHNITZIUS, TREVOR W	TRAINING PER DIEM	192.00
372412	VOLARE, THE	LODGING T MENDES	378.68
372413	VOLARE, THE	LODGING SCHNITZIUS	378.68
372433	BANK OF AMERICA	TRAINING	1,972.72
372434	BANK OF AMERICA	TRAINING	4,481.24
372446	BROOKS, TAMMANY N	TRAINING PER DIEM	64.00
372449	CHALK, STEPHANIE A	TRAINING PER DIEM	370.00
372452	COLLEY, JAMES M	TRAINING PER DIEM	256.00
372456	COMMERCIAL SUPPORT SERVICES	CAR WASHES	252.00
372457	CONCORD UNIFORMS LLC	VEST	3,829.86
372460	CONTRA COSTA COUNTY	PROFESSIONAL SERVICES	15,172.58
372464	CRIME SCENE CLEANERS INC	CRIME SCENE CLEANUP	350.00
372493	LARIOS, ERNESTO	REPLACEMENT CHECK	39.00
372494	LC ACTION POLICE SUPPLY	EQUIPMENT	2,092.55
372504	MOORE, SHANNON L	TRAINING PER DIEM	370.00
372505	MOREFIELD, ANTHONY W	TRAINING PER DIEM	64.00
372512	NEXTEL SPRINT	CELL PHONE EQUIPMENT	266.22
372515	OFFICE MAX INC	OFFICE SUPPLIES	1,336.83

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372526 SAN DIEGO POLICE EQUIPMENT CO	AMMUNITION	31,346.43
372536 TMC SHOOTING RANGE SPECIALIST	EQUIPMENT REMOVAL	17,940.00
372557 WESTAMERICA BANK	COPIER LEASE	1,642.05
372558 WISECARVER, JIMMY R	EXPENSE REIMBURSEMENT	120.00
372603 NET TRANSCRIPTS	TRANSCRIPTION SERVICES	1,462.25
372606 OFFICE MAX INC	OFFICE SUPPLIES	1,907.24
372615 PORAC LEGAL DEFENSE FUND	RESERVE DUES	13.50
372625 SLY TACTICAL	RIFLE SLINGS	521.23
930683 MOBILE MINI LLC	STORAGE FEES	267.76
930697 MOBILE MINI LLC	STORAGE FEES	115.39
930770 IMAGE SALES INC	ID CARDS	75.01
Police Prisoner Custody		
372185 WESTAMERICA BANK	COPIER LEASE	151.33
372433 BANK OF AMERICA	DRY CLEANING	66.00
372557 WESTAMERICA BANK	COPIER LEASE	151.33
Police Community Policing		
300241 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	61.43
300242 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	149.74
372187 ADLERHORST INTERNATIONAL INC	POLICE CANINE	11,025.00
372193 ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	78.12
372206 CABLE CONSTRUCTION AND DESIGN	KENNEL PAD	985.00
372226 EIDEN, KITTY J	MINUTES CLERK	168.00
372236 HARGER, MATTHEW J	EXPENSE REIMBURSEMENT	117.54
372249 MAYER, PATRICK C	EXPENSE REIMBURSEMENT	115.64
372274 SP PLUS CORPORATION	PARKING ENFORCEMENT	25,750.00
372320 DELTA FENCE CO	KENNEL	1,352.04
372403 SP PLUS CORPORATION	PARKING ENFORCEMENT	12,875.00
372433 BANK OF AMERICA	K9 EQUIPMENT	791.12
372482 HARGER, MATTHEW J	EXPENSE REIMBURSEMENT	45.05
372503 MOORE K9 SERVICES	K9 TRAINING	1,600.00
Police Investigations		
300241 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	134.36
300242 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	46.00
372185 WESTAMERICA BANK	COPIER LEASE	607.78
372301 AT AND T	GPS LOCATE/PEN REG	1,055.00
372408 T MOBILE USA INC	GPS LOCATE/PEN REG	857.00
372409 TRANSUNION RISK & ALTERNATIVE	DATA/INTEL	25.00
372432 AUTO WORLD INC	VEHICLE LEASE	2,175.00
372434 BANK OF AMERICA	EQUIPMENT	346.88
372447 CELLEBRITE USA INC	TRAINING-KIDD	3,850.00

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372458 CONTRA COSTA COUNTY	LAB FEES	19,119.50
372463 COVANTA ENERGY, LLC	DESTRUCTION SERVICES	681.17
372465 CRITICAL REACH	FLYERS	685.00
372488 JOHNSON, VIRGINIA L	EXPENSE REIMBURSEMENT	62.27
372496 LEXISNEXIS	DATA/INTEL	255.00
372512 NEXTEL SPRINT	CELL PHONE EQUIPMENT	296.22
372531 STATE OF CALIFORNIA	DOJ FEES	328.00
372557 WESTAMERICA BANK	COPIER LEASE	607.78
372561 ALAMEDA COUNTY SHERIFFS OFFICE	SUPPLIES	378.25
372626 SPRINT	CELL PHONE RECORDS	150.00
372627 T MOBILE USA INC	CELL PHONE RECORDS	4,092.00
Police Special Operations Unit		
372537 TOYOTA FINANCIAL SERVICES	VEHICLES LEASE	1,617.67
Police Communications		
372207 CAPTURE TECHNOLOGIES INC	RECORDING SYSTEM	47,532.19
372281 VERIZON WIRELESS	WIRELESS SERVICE	2,204.58
372424 AMERICAN TOWER CORPORATION	CELL TOWER RENTAL	236.82
372443 BLUE SHIELD OF CALIFORNIA	INSURANCE PREMIUM	22.09
372455 COMCAST	CONNECTION SERVICES	356.32
372512 NEXTEL SPRINT	CELL PHONE EQUIPMENT	39.37
Police Community Volunteers		
372457 CONCORD UNIFORMS LLC	NAME TAG	11.91
930690 CRYSTAL CLEAR LOGOS INC	SUPPLIES	103.97
Police Facilities Maintenance		
372269 SEVERED METAL	SUPPORT BEAMS	900.00
372339 GENERAL PLUMBING SUPPLY CO	REPAIR PARTS	10.98
372367 LENHART ALARM AND SECURITY	ALARM SERVICES	120.00
372384 PACIFIC GAS AND ELECTRIC CO	GAS	24,046.48
372433 BANK OF AMERICA	HISTORY PROJECT FRAMES	291.68
372436 BAY CITIES PYROTECTOR	INSPECTION SERVICES	370.00
372459 CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	503.56
372461 CCC FIRE PROTECTION	INSPECTION SERVICES	243.00
372512 NEXTEL SPRINT	CELL PHONE	10,412.68
930670 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,880.20
930677 CLUB CARE INC	MAINTENANCE SERVICES	62.96
Community Development Land Planning Services		
372185 WESTAMERICA BANK	COPIER LEASE	113.69
372226 EIDEN, KITTY J	MINUTES CLERK	210.00
372515 OFFICE MAX INC	OFFICE SUPPLIES	110.86
372542 VERIZON WIRELESS	DATA USAGE	38.01

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372549	VERIZON WIRELESS	DATA USAGE	38.01
372552	VERIZON WIRELESS	DATA USAGE	38.01
372557	WESTAMERICA BANK	COPIER LEASE	113.69
CD Code Enforcement			
372185	WESTAMERICA BANK	COPIER LEASE	175.26
372231	GALLEGOS, JEFFREY R	EXPENSE REIMBURSEMENT	365.05
372270	SIDIE, JUSTINE NICOLE	EXPENSE REIMBURSEMENT	416.21
372288	BRIDGEHEAD SELF STORAGE	STORAGE FEES	225.00
372303	BANK OF AMERICA	TRAINING FEES	2,371.47
372445	BRIDGEHEAD SELF STORAGE	STORAGE FEES	225.00
372468	DELTA DENTAL	PAYROLL DEDUCTIONS	124.36
372512	NEXTEL SPRINT	CELL PHONE	251.56
372513	NEXTEL SPRINT	CELL PHONE	251.86
372527	SECLICKFIX	SOFTWARE UPDATES	360.00
372542	VERIZON WIRELESS	DATA USAGE	152.04
372549	VERIZON WIRELESS	DATA USAGE	152.04
372552	VERIZON WIRELESS	DATA USAGE	152.04
372557	WESTAMERICA BANK	COPIER LEASE	175.26
930802	RAY MORGAN COMPANY	COPIER LEASE	364.53
PW Engineer Land Development			
372185	WESTAMERICA BANK	COPIER LEASE	686.14
372192	ARC ALTERNATIVES	PROFESSIONAL SERVICES	2,455.00
372245	JN ENGINEERING	INSPECTION SERVICES	14,600.00
372258	OFFICE MAX INC	OFFICE SUPPLIES	144.04
372512	NEXTEL SPRINT	CELL PHONE	170.23
372513	NEXTEL SPRINT	CELL PHONE	170.48
372543	VERIZON WIRELESS	DATA USAGE	76.02
372547	VERIZON WIRELESS	DATA USAGE	76.02
372557	WESTAMERICA BANK	COPIER LEASE	686.14
372636	VERIZON WIRELESS	DATA USAGE	76.02
Community Development Building Inspection			
372185	WESTAMERICA BANK	COPIER LEASE	113.69
372300	ARCHON ENERGY SOLUTIONS	DEPOSIT REFUND	288.68
372308	BLUE STAR HEATING AND AIR	DEPOSIT REFUND	153.00
372317	DAVIDON HOMES	DEPOSIT REFUND	1,888.06
372334	FOSTER JR, NICK	DEPOSIT REFUND	110.88
372407	SUNRUN	DEPOSIT REFUND	328.02
372512	NEXTEL SPRINT	CELL PHONE	109.63
372513	NEXTEL SPRINT	CELL PHONE	103.22
372515	OFFICE MAX INC	OFFICE SUPPLIES	551.94

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372557 WESTAMERICA BANK	COPIER LEASE	113.69
Capital Imp. Administration		
205558 ISINGS CULLIGAN	WATER SERVICE	36.02
372185 WESTAMERICA BANK	COPIER LEASE	108.50
372543 VERIZON WIRELESS	DATA USAGE	38.01
372547 VERIZON WIRELESS	DATA USAGE	38.01
372557 WESTAMERICA BANK	COPIER LEASE	108.50
372636 VERIZON WIRELESS	DATA USAGE	38.01
Community Development Engineering Services		
205559 LOWES COMPANIES INC	SUPPLIES	32.56
372185 WESTAMERICA BANK	COPIER LEASE	105.31
372258 OFFICE MAX INC	OFFICE SUPPLIES	224.75
372512 NEXTEL SPRINT	CELL PHONE	68.44
372513 NEXTEL SPRINT	CELL PHONE EQUIPMENT	285.63
372557 WESTAMERICA BANK	COPIER LEASE	105.31
212 CDBG Fund		
CDBG		
372310 CITY DATA SERVICES LLC	PROFESSIONAL SERVICES	1,050.00
930680 HOUSE, TERI	CONSULTING SERVICES	7,572.50
213 Gas Tax Fund		
Streets		
372262 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	827.95
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	29,410.15
214 Animal Control Fund		
Animal Control		
300243 HUIZAR, ANGELA	OVERPAYMENT REFUND	32.00
300244 HUESTON, MONICA	EXPENSE REIMBURSEMENT	100.00
372185 WESTAMERICA BANK	COPIER LEASE	151.33
372222 EAST BAY MOBILE COUNTRY VET	VETERINARY SERVICES	1,020.00
372224 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	14,302.67
372254 MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	209.09
372275 TAIL WAG INN VETERINARY HOSPIT	PROFESSIONAL SERVICES	1,757.93
372324 EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	2,485.64
372326 EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	6,934.38
372363 KOEFRAN SERVICES INC	DISPOSAL SERVICES	1,850.00
372384 PACIFIC GAS AND ELECTRIC CO	GAS	1,265.60
372405 STARLINE SUPPLY COMPANY	SUPPLIES	89.39
372434 BANK OF AMERICA	VETERINARY SUPPLY	674.26
372437 BAYER HEALTH CARE	SUPPLIES	173.65
372450 CHAMELEON SOFTWARE PRODUCTS	SUPPORT SERVICES	2,697.00

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372457	CONCORD UNIFORMS LLC	UNIFORM	64.05
372474	EAST HILLS VETERINARY HOSPITAL	VETERINARY SERVICES	881.20
372483	HILLS PET NUTRITION	ANIMAL FOOD	889.34
372509	MWI VETERINARY SUPPLY CO	SUPPLIES	122.95
372512	NEXTEL SPRINT	CELL PHONE	808.29
372557	WESTAMERICA BANK	COPIER LEASE	151.33
372579	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	177.45
372628	TAIL WAG INN VETERINARY HOSPIT	VETERINARY SERVICES	4,369.78
930670	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	579.80
930683	MOBILE MINI LLC	STORAGE FEES	113.60
	215 Civic Arts Fund		
	Civic Arts		
372472	DREAM RIDE ELEVATOR	ELEVATOR REPAIR	522.50
	219 Recreation Fund		
	Non Departmental		
372237	HARRIS, GREG	DEPOSIT REFUND	727.50
372239	HUB INTERNATIONAL OF CA	INSURANCE PREMIUM	272.60
372484	HOMELESS ANIMALS RESPONSE	DEPOSIT REFUND	500.00
372575	DEER VALLEY HIGH SCHOOL	DEPOSIT REFUND	250.00
372599	MHRC FILAM	DEPOSIT REFUND	1,000.00
	Recreation Admin		
372257	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	450.00
372367	LENHART ALARM AND SECURITY	ALARM SERVICES	240.00
372384	PACIFIC GAS AND ELECTRIC CO	GAS	4,523.46
372436	BAY CITIES PYROTECTOR	INSPECTION SERVICES	555.00
	Senior Programs		
372384	PACIFIC GAS AND ELECTRIC CO	GAS	3,015.64
372423	AMERICAN PLUMBING INC	PLUMBING SERVICES	687.95
372560	AAA FIRE PROTECTION SVCS	REPAIR SERVICE	323.93
930670	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	388.00
	Recreation Sports Programs		
372198	BANK OF AMERICA	SUPPLIES	101.61
372204	BSN SPORTS	SUPPLIES	50.55
372232	GARDA CL WEST INC	ARMORED CAR SERVICE	84.82
372233	GLINTON, GAVIN	DEPOSIT REFUND	1,540.00
372257	OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	150.00
372384	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,011.34
372435	BAY AREA BARRICADE	SUPPLIES	485.03
372439	BIG SKY LOGOS AND EMBROIDERY	FALL SOFTBALL AWARDS 2017	694.01
930688	COMPUTERLAND	COMPUTER SUPPLIES	75.74

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

Recreation-New Comm Cntr

372185 WESTAMERICA BANK	COPIER LEASE	300.62
372195 AWNING DETAILERS	AWNING REPAIR	500.00
372205 BUILDING BLOCKS OF LIFE	CONTRACTOR PAYMENT	1,728.00
372213 COMMERCIAL APPLIANCE SERVICE	LABOR	1,354.44
372221 DUGAND, KARINA	CONTRACTOR PAYMENT	351.00
372227 EWING IRRIGATION PRODUCTS	IRRIGATION SUPPLIES	436.25
372232 GARDA CL WEST INC	ARMORED CAR SERVICE	84.83
372244 JENNIFER HINES DESIGN	RECREATION GUIDE DESIGN	4,434.38
372257 OAKLEYS PEST CONTROL	PEST CONTROL SERVICES	250.00
372262 PACIFIC GAS AND ELECTRIC CO	GAS	8,359.27
372284 WESCO GRAPHICS INC	PRINTING SERVICES	3,646.12
372338 GEDDES MUSIC BRENTWOOD	CONTRACTOR PAYMENT	331.20
372364 KOVALICK, LUANNE	CONTRACTOR PAYMENT	428.40
372398 RIDLEY, DEXTER	CONTRACTOR PAYMENT	147.00
372419 ACME SECURITY SYSTEMS	ALARM MONITORING	300.00
372442 BLACK DIAMOND KIDS CENTER	CONTRACTOR PAYMENT	594.60
372451 COLE SUPPLY CO INC	SUPPLIES	3,310.33
372455 COMCAST	CONNECTION SERVICES	1,588.45
372473 DUGAND, KARINA	CONTRACTOR PAYMENT	1,178.40
372489 JUMP BUNCH	CONTRACTOR PAYMENT	266.40
372507 MUIR, ROXANNE	CONTRACTOR PAYMENT	453.60
372515 OFFICE MAX INC	OFFICE SUPPLIES	30.18
372542 VERIZON WIRELESS	DATA USAGE	38.01
372549 VERIZON WIRELESS	DATA USAGE	38.01
372552 VERIZON WIRELESS	DATA USAGE	38.01
372557 WESTAMERICA BANK	COPIER LEASE	300.62
372560 AAA FIRE PROTECTION SVCS	REPAIR SERVICE	337.41
372577 DISCOUNT SCHOOL SUPPLY	SUPPLIES	694.81
372620 SAFETY DRIVERS ED LLC	CONTRACTOR PAYMENT	46.80
930681 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,951.32
930688 COMPUTERLAND	COMPUTER SUPPLIES	151.46

220 Traffic Signalization Fund

Traffic Signals

372250 MIKE BROWN ELECTRIC CO	TRAFFIC SIGNAL PROJECT	89,418.75
930673 TESTING ENGINEERS INC	TESTING SERVICES	1,458.00

222 Measure C/J Fund

Streets

372225 ECONOMIC AND PLANNING SYSTEMS	PROFESSIONAL SERVICES	2,860.20
372246 KLEINFELDER INC	PROFESSIONAL SERVICES	195.00

Prepared by: Georgina Meek

Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

226 Solid Waste Reduction Fund		
Solid Waste Used Oil		
372319 DELTA DIABLO	HHW PROGRAM	1,381.39
Solid Waste		
372241 ICLEI USA MEMBERSHIP	MEMBER DUES	1,750.00
372259 OUTDOOR CREATIONS INC	DUAL WASTE/RECYCLING	12,343.13
372319 DELTA DIABLO	HHW PROGRAM	9,863.00
229 Pollution Elimination Fund		
Channel Maintenance Operation		
372197 BANK OF AMERICA	BUSINESS EXPENSES	60.00
372260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	7,421.33
372276 TARGET SPECIALTY PRODUCTS	CHEMICALS	997.64
372279 TETRA TECH INC	WEST ANTIOCH CREEK PROJECT	4,998.00
372287 WRECO	PROFESSIONAL SERVICES	480.00
372304 BANK OF AMERICA	FINGERPRINTING	10.30
372431 ATLANTIS DIVING AND SALVAGE CO	INSPECTION SERVICES	2,500.00
372512 NEXTEL SPRINT	CELL PHONE	50.54
372513 NEXTEL SPRINT	CELL PHONE	50.67
372517 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	8,261.47
372534 TARGET SPECIALTY PRODUCTS	CHEMICALS	601.47
Storm Drain Administration		
372515 OFFICE MAX INC	OFFICE SUPPLIES	78.30
372532 STATE WATER RESOURCES CONTROL	PERMIT FEE	30,523.00
238 PEG Franchise Fee Fund		
Non Departmental		
372467 DELL COMPUTERS	COMPUTER SUPPLIES	3,330.62
930668 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	959.36
251 Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1		
372260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,734.00
372278 TERRACARE ASSOCIATES	TURF MOWING	136.60
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	806.24
372517 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,734.00
372530 SILVA LANDSCAPE	LANDSCAPE SERVICES	4,105.00
372535 TERRACARE ASSOCIATES	TURF MOWING	136.60
Lonetree Maintenance Zone 2		
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	750.09
Lonetree Maintenance Zone 3		
372533 STEWARTS TREE SERVICE INC	TREE SERVICES	750.00

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

Lonetree Maintenance Zone 4		
372278 TERRACARE ASSOCIATES	TURF MOWING	218.56
372530 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
372535 TERRACARE ASSOCIATES	TURF MOWING	218.56
252 Downtown SLLMD Fund		
Downtown Maintenance		
372278 TERRACARE ASSOCIATES	TURF MOWING	136.60
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	247.98
372402 SILVA LANDSCAPE	LANDSCAPING	784.00
372406 STEWARTS TREE SERVICE INC	TREE SERVICES	2,950.00
372533 STEWARTS TREE SERVICE INC	TREE SERVICES	3,600.00
372535 TERRACARE ASSOCIATES	TURF MOWING	136.60
253 Almondridge SLLMD Fund		
Almondridge Maintenance		
372271 SILVA LANDSCAPE	LANDSCAPE SERVICES	1,368.00
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	221.36
254 Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1		
372271 SILVA LANDSCAPE	PROFESSIONAL SERVICES	3,950.00
372278 TERRACARE ASSOCIATES	TURF MOWING	355.16
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	735.28
372535 TERRACARE ASSOCIATES	TURF MOWING	355.16
Hillcrest Maintenance Zone 2		
372260 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	3,547.28
372278 TERRACARE ASSOCIATES	TURF MOWING	486.30
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	772.42
372624 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,982.40
930700 JOHN DEERE LANDSCAPES PACHECO	IRRIGATION CONTROLLER PARTS	1,115.00
Hillcrest Maintenance Zone 4		
372278 TERRACARE ASSOCIATES	TURF MOWING	273.20
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	650.47
372535 TERRACARE ASSOCIATES	TURF MOWING	273.20
255 Park 1A Maintenance District Fund		
Park 1A Maintenance District		
372262 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	75.08
372278 TERRACARE ASSOCIATES	TURF MOWING	355.16
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	208.42
372535 TERRACARE ASSOCIATES	TURF MOWING	355.16

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

372278 TERRACARE ASSOCIATES	TURF MOWING	5.46
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	81.67
372535 TERRACARE ASSOCIATES	TURF MOWING	5.46

Citywide 2A Maintenance Zone 4

372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	325.80
------------------------------------	----------	--------

Citywide 2A Maintenance Zone 5

372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	445.45
------------------------------------	----------	--------

Citywide 2A Maintenance Zone 6

372278 TERRACARE ASSOCIATES	TURF MOWING	327.84
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	234.94
372535 TERRACARE ASSOCIATES	TURF MOWING	327.84

Citywide 2A Maintenance Zone 8

372278 TERRACARE ASSOCIATES	TURF MOWING	27.32
372535 TERRACARE ASSOCIATES	TURF MOWING	27.32

Citywide 2A Maintenance Zone 9

372278 TERRACARE ASSOCIATES	TURF MOWING	81.96
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	487.54
372517 PACIFIC COAST LANDSCAPE MGMT	LANDSCAPE SERVICES	2,683.80
372535 TERRACARE ASSOCIATES	TURF MOWING	81.96

Citywide 2A Maintenance Zone10

372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	135.35
------------------------------------	----------	--------

257 SLLMD Administration Fund

SLLMD Administration

300099 PAPA	RENEWAL FEES	135.00
372278 TERRACARE ASSOCIATES	TURF MOWING	327.84
372512 NEXTEL SPRINT	CELL PHONE	165.63
372513 NEXTEL SPRINT	CELL PHONE	165.81
372534 TARGET SPECIALTY PRODUCTS	CHEMICALS	5,768.10
372535 TERRACARE ASSOCIATES	TURF MOWING	327.84
372544 VERIZON WIRELESS	DATA USAGE	76.02
372546 VERIZON WIRELESS	DATA USAGE	76.02
372553 VERIZON WIRELESS	DATA USAGE	76.02
372607 OFFICE MAX INC	OFFICE SUPPLIES	179.23

259 East Lone Tree SLLMD Fund

Zone 1-District 10

372271 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,762.00
372402 SILVA LANDSCAPE	LANDSCAPE SERVICES	525.00
372530 SILVA LANDSCAPE	LANDSCAPE SERVICES	5,472.00

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372624 SILVA LANDSCAPE	LANDSCAPE SERVICES	3,420.00
311 Capital Improvement Fund		
Parks & Open Space		
372399 RMC WATER AND ENVIRONMENT	PROFESSIONAL SERVICES	5,608.00
Streets		
372271 SILVA LANDSCAPE	LANDSCAPE SERVICES	9,900.00
Northeast Annexation		
372201 BKF ENGINEERS INC	CONSULTING SERVICES	33,072.84
372202 BNSF RAILWAY COMPANY	PW 693 NE ANNEXATION CROSSING	800.00
Public Buildings & Facilities		
372438 BENCHMARK CONSULTANTS	MARINA PARKING LOT	2,440.00
376 Lone Diamond Fund		
Assessment District		
372448 CENTRAL SELF STORAGE ANTIOCH	STORAGE FEES	229.00
570 Equipment Maintenance Fund		
Non Departmental		
372240 HUNT AND SONS INC	FUEL	29,711.85
372485 HUNT AND SONS INC	FUEL	10,312.87
Equipment Maintenance		
372185 WESTAMERICA BANK	COPIER LEASE	27.50
372268 ROYAL BRASS INC	SUPPLIES	97.73
372293 ALL STAR FORD	AUTO SERVICE	1,499.87
372323 EAST BAY TIRE CO	SUPPLIES	64.73
372367 LENHART ALARM AND SECURITY	ALARM SERVICES	120.00
372369 MAACO	ACCIDENT REPAIR	3,701.98
372384 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	859.13
372421 ALL STAR AUTO ELECTRIC	AUTO PARTS	878.37
372429 ANTIOCH AUTO PARTS	AUTO PARTS	3,487.93
372440 BILL BRANDT FORD	AUTO PARTS	123.96
372475 FASTENAL CO	EQUIPMENT PARTS	4.26
372478 FURBER SAW INC	EQUIPMENT PARTS	488.86
372479 GOLDEN GATE TRUCK CENTER	EQUIPMENT PARTS	156.01
372498 MAKAI SOLUTIONS	EQUIPMENT REPAIR	425.00
372508 MUNICIPAL MAINT EQUIPMENT INC	EQUIPMENT SUPPLIES	199.79
372516 OREILLY AUTO PARTS	AUTO PARTS	25.96
372518 PETERSON	EQUIPMENT PARTS	9,695.74
372520 PURSUIT NORTH	LIGHTS	1,250.74
372538 TRED SHED, THE	TIRES	5,536.94
372544 VERIZON WIRELESS	DATA USAGE	38.01
372546 VERIZON WIRELESS	DATA USAGE	38.01

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372553	VERIZON WIRELESS	DATA USAGE	38.01
372554	WALNUT CREEK FORD	AUTO PARTS	1,352.91
372557	WESTAMERICA BANK	COPIER LEASE	27.50
372584	GOLDEN GATE TRUCK CENTER	EQUIPMENT PARTS	19.18
372601	MISSION VALLEY FORD TRUCK	EQUIPMENT PARTS	69.08
372607	OFFICE MAX INC	OFFICE SUPPLIES	58.22
372611	OREILLY AUTO PARTS	AUTO PARTS	281.50
372640	WINTER CHEVROLET CO	AUTO PARTS	159.36
930679	FREDS WELDING	WELDING SERVICE	10.12
930702	UNLIMITED GRAPHIC AND SIGN NET	VEHICLE DECALS	317.55
930776	KIMBALL MIDWEST	SHOP SUPPLIES	1,036.44
573 Information Services Fund			
Non Departmental			
372196	BANK OF AMERICA	EE COMPUTER PURCHASE-S JOHNSEN	874.99
Information Services			
372545	VERIZON WIRELESS	DATA USAGE	339.39
372550	VERIZON WIRELESS	DATA USAGE	339.39
Network Support & PCs			
372185	WESTAMERICA BANK	COPIER LEASE	102.03
372273	SOFTCHOICE CORPORATION	WIN SERVER	4,162.50
372361	KIS	PROFESSIONAL SERVICES	150.00
372425	AMS DOT NET INC	SOFTWARE RENEWAL	4,108.00
372454	COMCAST	INTERNET SERVICES	908.88
372455	COMCAST	CONNECTION SERVICES	1,028.98
372492	KIS	PROFESSIONAL SERVICES	112.50
372557	WESTAMERICA BANK	COPIER LEASE	102.03
930666	DIGITAL SERVICES	WEBSITE MAINTENANCE	3,475.00
930688	COMPUTERLAND	COMPUTER SUPPLIES	91.30
Telephone System			
372294	AMERICAN MESSAGING	PAGER	42.67
GIS Support Services			
372197	BANK OF AMERICA	SUPPLIES	615.47
Office Equipment Replacement			
372189	AMS DOT NET INC	COMPUTER SUPPLIES	3,920.86
372467	DELL COMPUTERS	COMPUTER SUPPLIES	4,272.81
930688	COMPUTERLAND	COMPUTER SUPPLIES	323.58
577 Post Retirement Medical-Police Fund			
Non Departmental			
372564	RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
372566	RETIREE	MEDICAL AFTER RETIREMENT	1,134.00

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372567 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
372574 RETIREE	MEDICAL AFTER RETIREMENT	1,114.78
372583 RETIREE	MEDICAL AFTER RETIREMENT	1,114.78
372588 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
372595 RETIREE	MEDICAL AFTER RETIREMENT	963.20
372598 RETIREE	MEDICAL AFTER RETIREMENT	1,224.46
372619 RETIREE	MEDICAL AFTER RETIREMENT	256.93
372623 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
372630 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
372641 RETIREE	MEDICAL AFTER RETIREMENT	499.68
930706 RETIREE	MEDICAL AFTER RETIREMENT	146.87
930709 RETIREE	MEDICAL AFTER RETIREMENT	963.20
930710 RETIREE	MEDICAL AFTER RETIREMENT	295.92
930712 RETIREE	MEDICAL AFTER RETIREMENT	1,274.92
930715 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930716 RETIREE	MEDICAL AFTER RETIREMENT	1,274.92
930726 RETIREE	MEDICAL AFTER RETIREMENT	967.60
930727 RETIREE	MEDICAL AFTER RETIREMENT	837.00
930730 RETIREE	MEDICAL AFTER RETIREMENT	558.94
930733 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930744 RETIREE	MEDICAL AFTER RETIREMENT	1,559.72
930748 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930749 RETIREE	MEDICAL AFTER RETIREMENT	837.00
930750 RETIREE	MEDICAL AFTER RETIREMENT	183.34
930761 RETIREE	MEDICAL AFTER RETIREMENT	183.34
930763 RETIREE	MEDICAL AFTER RETIREMENT	256.93
930766 RETIREE	MEDICAL AFTER RETIREMENT	499.68
930767 RETIREE	MEDICAL AFTER RETIREMENT	1,116.23
930768 RETIREE	MEDICAL AFTER RETIREMENT	270.04
930789 RETIREE	MEDICAL AFTER RETIREMENT	646.86
930790 RETIREE	MEDICAL AFTER RETIREMENT	963.20
930800 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930801 RETIREE	MEDICAL AFTER RETIREMENT	558.94
930803 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930805 RETIREE	MEDICAL AFTER RETIREMENT	1,036.79
930813 RETIREE	MEDICAL AFTER RETIREMENT	646.86
930823 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930825 RETIREE	MEDICAL AFTER RETIREMENT	779.86
930829 RETIREE	MEDICAL AFTER RETIREMENT	499.68
930832 RETIREE	MEDICAL AFTER RETIREMENT	256.93

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

930841 RETIREE	MEDICAL AFTER RETIREMENT	646.86
930843 RETIREE	MEDICAL AFTER RETIREMENT	38.44
930844 RETIREE	MEDICAL AFTER RETIREMENT	646.86
578 Post Retirement Medical-Misc Fund		
Non Departmental		
372418 RETIREE	MEDICAL AFTER RETIREMENT	1,744.14
372565 RETIREE	MEDICAL AFTER RETIREMENT	221.69
372576 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372578 RETIREE	MEDICAL AFTER RETIREMENT	473.38
372586 RETIREE	MEDICAL AFTER RETIREMENT	709.38
372593 RETIREE	MEDICAL AFTER RETIREMENT	221.69
372600 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372616 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372617 RETIREE	MEDICAL AFTER RETIREMENT	340.38
372618 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372622 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372634 RETIREE	MEDICAL AFTER RETIREMENT	100.00
372638 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372642 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930705 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930707 RETIREE	MEDICAL AFTER RETIREMENT	249.30
930708 RETIREE	MEDICAL AFTER RETIREMENT	197.76
930711 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930714 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930719 RETIREE	MEDICAL AFTER RETIREMENT	221.69
930721 RETIREE	MEDICAL AFTER RETIREMENT	221.69
930723 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930724 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930732 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930734 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930737 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930738 RETIREE	MEDICAL AFTER RETIREMENT	221.69
930740 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930743 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930746 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930747 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930754 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930755 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930757 RETIREE	MEDICAL AFTER RETIREMENT	111.42
930762 RETIREE	MEDICAL AFTER RETIREMENT	576.38

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

930765 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930771 RETIREE	MEDICAL AFTER RETIREMENT	221.69
930772 RETIREE	MEDICAL AFTER RETIREMENT	221.69
930778 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930781 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930783 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930784 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930788 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930796 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930797 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930809 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930812 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930818 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930828 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930831 RETIREE	MEDICAL AFTER RETIREMENT	183.34
930833 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930840 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930842 RETIREE	MEDICAL AFTER RETIREMENT	103.69
579 Post Retirement Medical-Mgmt Fund		
Non Departmental		
372568 RETIREE	MEDICAL AFTER RETIREMENT	880.90
372572 RETIREE	MEDICAL AFTER RETIREMENT	161.69
372581 RETIREE	MEDICAL AFTER RETIREMENT	103.69
372585 RETIREE	MEDICAL AFTER RETIREMENT	221.69
372589 RETIREE	MEDICAL AFTER RETIREMENT	400.00
372592 RETIREE	MEDICAL AFTER RETIREMENT	576.38
372594 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
372596 RETIREE	MEDICAL AFTER RETIREMENT	340.38
372597 RETIREE	MEDICAL AFTER RETIREMENT	396.54
372602 RETIREE	MEDICAL AFTER RETIREMENT	741.38
372621 RETIREE	MEDICAL AFTER RETIREMENT	880.90
372633 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
930713 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930717 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930718 RETIREE	MEDICAL AFTER RETIREMENT	183.34
930720 RETIREE	MEDICAL AFTER RETIREMENT	161.70
930722 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930725 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930728 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930729 RETIREE	MEDICAL AFTER RETIREMENT	576.38

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

930731 RETIREE	MEDICAL AFTER RETIREMENT	709.38
930735 RETIREE	MEDICAL AFTER RETIREMENT	631.60
930736 RETIREE	MEDICAL AFTER RETIREMENT	197.76
930739 RETIREE	MEDICAL AFTER RETIREMENT	576.38
930741 RETIREE	MEDICAL AFTER RETIREMENT	456.38
930742 RETIREE	MEDICAL AFTER RETIREMENT	39.90
930745 RETIREE	MEDICAL AFTER RETIREMENT	249.30
930751 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930752 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930753 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930756 RETIREE	MEDICAL AFTER RETIREMENT	558.94
930758 RETIREE	MEDICAL AFTER RETIREMENT	351.40
930759 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930760 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930769 RETIREE	MEDICAL AFTER RETIREMENT	346.97
930774 RETIREE	MEDICAL AFTER RETIREMENT	706.38
930775 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930777 RETIREE	MEDICAL AFTER RETIREMENT	880.90
930779 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930780 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930782 RETIREE	MEDICAL AFTER RETIREMENT	1,426.72
930785 RETIREE	MEDICAL AFTER RETIREMENT	40.79
930786 RETIREE	MEDICAL AFTER RETIREMENT	1,036.79
930787 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930791 RETIREE	MEDICAL AFTER RETIREMENT	249.30
930792 RETIREE	MEDICAL AFTER RETIREMENT	161.69
930793 RETIREE	MEDICAL AFTER RETIREMENT	1,894.64
930794 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930795 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930798 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930799 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930804 RETIREE	MEDICAL AFTER RETIREMENT	613.47
930806 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930807 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930808 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930810 RETIREE	MEDICAL AFTER RETIREMENT	221.69
930811 RETIREE	MEDICAL AFTER RETIREMENT	161.70
930814 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930816 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930817 RETIREE	MEDICAL AFTER RETIREMENT	103.69

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

930819 RETIREE	MEDICAL AFTER RETIREMENT	249.30
930820 RETIREE	MEDICAL AFTER RETIREMENT	631.60
930821 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930822 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930824 RETIREE	MEDICAL AFTER RETIREMENT	456.38
930826 RETIREE	MEDICAL AFTER RETIREMENT	228.50
930827 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930830 RETIREE	MEDICAL AFTER RETIREMENT	709.38
930834 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930835 RETIREE	MEDICAL AFTER RETIREMENT	340.38
930836 RETIREE	MEDICAL AFTER RETIREMENT	229.69
930837 RETIREE	MEDICAL AFTER RETIREMENT	1,697.30
930838 RETIREE	MEDICAL AFTER RETIREMENT	103.69
930839 RETIREE	MEDICAL AFTER RETIREMENT	1,837.00
611 Water Fund		
Non Departmental		
372199 BAY AREA BARRICADE	SUPPLIES	1,116.87
372200 BISHOP CO	SUPPLIES	1,545.27
372211 COLE SUPPLY CO INC	SUPPLIES	1,019.49
372219 DELTA DIABLO	SRF LOAN PAYMENT	252,026.18
372229 FASTENAL CO	SUPPLIES	442.85
372258 OFFICE MAX INC	OFFICE SUPPLIES	3,737.90
372267 ROBERTS AND BRUNE CO	SUPPLIES	7,208.08
372285 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	219.23
372322 E M HUNDLEY HARDWARE CO	LOCKSETS	1,388.34
372329 EM HUNDLEY HARDWARE	LOCKSETS	666.75
372349 GOLOGO PROMOTIONS	SUPPLIES	1,199.96
372414 WATKINS, NATHAN	CHECK REPLACEMENT	71.63
372415 WILCO SUPPLY	MASTER LOCKS	1,261.93
372429 ANTIOCH AUTO PARTS	SUPPLIES	1,075.65
372441 BISHOP CO	SUPPLIES	1,450.96
372451 COLE SUPPLY CO INC	SUPPLIES	3,582.02
372523 ROBERTS AND BRUNE CO	SUPPLIES	87.27
930665 CRYSTAL CLEAR LOGOS INC	SUPPLIES	399.33
930667 GRAINGER INC	SUPPLIES	395.01
930690 CRYSTAL CLEAR LOGOS INC	SUPPLIES	159.73
930692 GRAINGER INC	SUPPLIES	2,858.09
930693 HAMMONS SUPPLY COMPANY	SUPPLIES	48.13
Water Supervision		
372512 NEXTEL SPRINT	CELL PHONE	172.32

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372513	NEXTEL SPRINT	CELL PHONE	172.56
372544	VERIZON WIRELESS	DATA USAGE	76.02
372546	VERIZON WIRELESS	DATA USAGE	76.02
372553	VERIZON WIRELESS	DATA USAGE	76.02
Water Production			
300212	STATE WATER RESOURCES CONTROL	RENEWAL FEES	105.00
300213	STATE WATER RESOURCES CONTROL	RENEWAL FEES	60.00
372185	WESTAMERICA BANK	COPIER LEASE	51.42
372228	EXPONENT INC	CONSULTING SERVICES	20,167.00
372234	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.35
372235	HACH CO	LAB SUPPLIES	61.47
372262	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	580.64
372264	REINHOLDT ENGINEERING CONSTR	REPAIR SERVICE	3,780.00
372282	WALTER BISHOP CONSULTING	CONSULTING SERVICES	2,320.00
372285	WESCO RECEIVABLES CORP	SUPPLIES	2,827.50
372292	ALL INDUSTRIAL ELECTRIC SUPPLY	SUPPLIES	323.12
372295	ANCHOR CONCRETE CONSTRUCTION	MAINTENANCE SERVICES	5,000.00
372296	ANIMAL DAMAGE MANAGEMENT	ANIMAL CONTROL SERVICE	550.00
372297	ACE HARDWARE, ANTIOCH	SUPPLIES	440.27
372305	BAY AREA AIR COMPRESSOR	EQUIPMENT	3,073.71
372330	ENVIRONMENTAL RESOURCE ASSOC	QC SAMPLES	386.55
372333	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	290.68
372335	FOSTER, GARY A	SAFETY BOOTS REEMBURSEMENT	269.12
372350	GRISWOLD INDUSTRIES	SUPPLIES	1,158.83
372365	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES	12,740.00
372366	LEIGHTON STONE CORP	SUPPLIES	1,024.11
372367	LENHART ALARM AND SECURITY	ALARM SERVICES	360.00
372370	MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	340.20
372384	PACIFIC GAS AND ELECTRIC CO	GAS	212,136.31
372426	ANCHOR CONCRETE CONSTRUCTION	CURB/GUTTER PROJECT	4,350.00
372427	ACE HARDWARE, ANTIOCH	SUPPLIES	114.71
372429	ANTIOCH AUTO PARTS	OIL	849.00
372444	BORGES AND MAHONEY	SUPPLIES	74.40
372462	CONTRA COSTA WATER DISTRICT	UNTREATED WATER	716,518.47
372476	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	601.32
372480	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	10,001.05
372485	HUNT AND SONS INC	LABOR	300.00
372490	KARL NEEDHAM ENTERPRISES INC	EQUIPMENT RENTAL	22,540.73
372512	NEXTEL SPRINT	CELL PHONE	46.41
372513	NEXTEL SPRINT	CELL PHONE	50.21

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372515 OFFICE MAX INC	OFFICE SUPPLIES	5.00
372518 PETERSON	REPAIR SERVICE	2,868.06
372519 PROMINENT SYSTEM INC	PLANT INSTALLATION	511,803.29
372522 REINHOLDT ENGINEERING	INSPECTION SERVICES	9,779.25
372525 ROYAL BRASS INC	SUPPLIES	92.28
372532 STATE WATER RESOURCES CONTROL	PERMIT FEE	11,195.00
372540 UNITED PARCEL SERVICE	SHIPPING	57.76
372544 VERIZON WIRELESS	DATA USAGE	38.01
372546 VERIZON WIRELESS	DATA USAGE	38.01
372553 VERIZON WIRELESS	DATA USAGE	38.01
372555 WALTER BISHOP CONSULTING	CONSULTING SERVICES	5,627.80
372557 WESTAMERICA BANK	COPIER LEASE	51.42
372559 YSI INCORPORATED	SENSOR	1,398.82
930664 CHEMTRADE CHEMICALS US LLC	ALUM	2,695.18
930665 CRYSTAL CLEAR LOGOS INC	SUPPLIES	284.06
930667 GRAINGER INC	SUPPLIES	93.18
930669 IDEXX LABORATORIES INC	SUPPLIES	551.43
930670 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	338.00
930671 OLIN CHLOR ALKALI PRODUCTS	CAUSTIC	20,805.96
930672 SIERRA CHEMICAL CO	CHLORINE	5,019.91
930678 EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	285.00
930681 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,791.51
930682 IDEXX LABORATORIES INC	SUPPLIES	46.56
930686 AIRGAS SPECIALTY PRODUCTS	AMMONIA	2,757.40
930687 CHEMTRADE CHEMICALS US LLC	ALUM	11,007.13
930691 EUROFINS EATON ANALYTICAL INC	SAMPLE TESTING	1,340.00
930692 GRAINGER INC	VALVE	888.45
930695 IDEXX LABORATORIES INC	SUPPLIES	349.99
930698 OLIN CHLOR ALKALI PRODUCTS	CHEMICALS	13,964.64
930699 QUENVOLDS	SAFETY SHOES-GUTOWSKI	249.58
930704 VINCENT ELECTRIC MOTOR CO	MOTOR	3,420.84
Water Distribution		
372185 WESTAMERICA BANK	COPIER LEASE	70.01
372197 BANK OF AMERICA	BUSINESS EXPENSES	3,684.74
372229 FASTENAL CO	SUPPLIES	154.74
372242 INFOSEND INC	POSTAGE	257.33
372267 ROBERTS AND BRUNE CO	SUPPLIES	12,945.60
372268 ROYAL BRASS INC	FITTINGS	81.72
372280 TYLER TECHNOLOGIES	INSITE FEES	340.00
372297 ACE HARDWARE, ANTIOCH	SUPPLIES	419.78

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372298	ANTIOCH AUTO PARTS	AUTO PARTS	29.19
372299	ANTIOCH BUILDING MATERIALS	ASPHALT	4,014.02
372318	DELTA DIABLO	RECYCLED WATER PARKS	7,308.00
372319	DELTA DIABLO	RECYCLED WATER PARKS	8,468.83
372331	EXPRESS SERVICES	TEMP SERVICES	750.00
372332	FASTLANE TEK INC	PROFESSIONAL SERVICES	2,585.00
372356	INFOSEND INC	POSTAGE COSTS	3,180.93
372378	MT DIABLO LANDSCAPE CENTERS	CONCRETE MIX	369.59
372400	RT LAWRENCE CORP	LOCKBOX PROCESSING	535.41
372427	ACE HARDWARE, ANTIOCH	SLEDGE HAMMER	71.39
372429	ANTIOCH AUTO PARTS	WRENCHES	922.09
372430	ANTIOCH BUILDING MATERIALS	ASPHALT	4,529.91
372455	COMCAST	CONNECTION SERVICES	356.32
372486	INFOSEND INC	POSTAGE COSTS	4,717.87
372506	MT DIABLO LANDSCAPE CENTERS	CONCRETE MIX	752.23
372512	NEXTEL SPRINT	CELL PHONE	454.00
372513	NEXTEL SPRINT	CELL PHONE	454.65
372515	OFFICE MAX INC	OFFICE SUPPLIES	310.61
372523	ROBERTS AND BRUNE CO	PIPE & FITTINGS	20,769.84
372539	TYLER TECHNOLOGIES	INSITE FEES	340.00
372540	UNITED PARCEL SERVICE	SHIPPING	91.13
372544	VERIZON WIRELESS	DATA USAGE	380.10
372546	VERIZON WIRELESS	DATA USAGE	380.10
372553	VERIZON WIRELESS	DATA USAGE	380.10
372556	WESCO RECEIVABLES CORP	SUPPLIES	1,162.27
372557	WESTAMERICA BANK	COPIER LEASE	70.01
372607	OFFICE MAX INC	OFFICE SUPPLIES	23.17
372608	ONICHEV, ARTEM	EXPENSE REIMBURSEMENT	315.00
372612	PARRA, JOSEPH VICTOR	EXPENSE REIMBURSEMENT	116.55
372635	VAULT ACCESS AND SOLUTIONS	REPAIR SERVICE	3,460.00
930665	CRYSTAL CLEAR LOGOS INC	SUPPLIES	198.83
930692	GRAINGER INC	SMALL TOOLS	146.38
930694	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	608.63
930696	KARSTE CONSULTING INC	DOC SETUP	375.00
930773	KARSTE CONSULTING INC	DOC SETUP	700.00
Water Meter Reading			
372381	NATIONAL METER & AUTOMATION	METER PARTS	40,583.70
372510	NATIONAL METER & AUTOMATION	WATER METER PARTS	3,745.23
372512	NEXTEL SPRINT	CELL PHONE	53.21
372513	NEXTEL SPRINT	CELL PHONE	53.27

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372544	VERIZON WIRELESS	DATA USAGE	38.01
372546	VERIZON WIRELESS	DATA USAGE	38.01
372553	VERIZON WIRELESS	DATA USAGE	38.01
Public Buildings & Facilities			
372190	ANDERSON PACIFIC ENGINEERING	WTP IMPROVEMENTS PROJECT	285,104.87
372203	BROWN AND CALDWELL INC	RIVER PUMP STATION EVALUATION	44,106.05
372209	CAMP DRESSER AND MCKEE INC	PROFESSIONAL SERVICES	16,270.63
372500	MCMILLEN JACOBS ASSOCIATES	PW 451-1 MUNICIPAL RESERVOIR	15,310.00
930673	TESTING ENGINEERS INC	TESTING SUPPLIES	919.00
Warehouse & Central Stores			
372185	WESTAMERICA BANK	COPIER LEASE	151.33
372258	OFFICE MAX INC	OFFICE SUPPLIES	14.05
372367	LENHART ALARM AND SECURITY	ALARM SERVICES	180.00
372512	NEXTEL SPRINT	CELL PHONE	71.60
372513	NEXTEL SPRINT	CELL PHONE	71.69
372540	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	21.90
372557	WESTAMERICA BANK	COPIER LEASE	151.33
930665	CRYSTAL CLEAR LOGOS INC	SUPPLIES	87.43
621 Sewer Fund			
Sewer-Wastewater Supervision			
372185	WESTAMERICA BANK	COPIER LEASE	212.85
372197	BANK OF AMERICA	LOCKER TAGS	20.66
372400	RT LAWRENCE CORP	LOCKBOX PROCESSING	535.41
372544	VERIZON WIRELESS	DATA USAGE	76.02
372546	VERIZON WIRELESS	DATA USAGE	76.02
372553	VERIZON WIRELESS	DATA USAGE	76.02
372557	WESTAMERICA BANK	COPIER LEASE	212.85
930690	CRYSTAL CLEAR LOGOS INC	SUPPLIES	483.17
Sewer-Wastewater Collection			
372191	ANTIOCH BUILDING MATERIALS	CRUSHED ROCK	317.12
372197	BANK OF AMERICA	BUSINESS EXPENSES	3,949.25
372220	DKF SOLUTIONS GROUP LLC	CONSULTING SERVICES	7,558.22
372229	FASTENAL CO	SUPPLIES	425.11
372242	INFOSEND INC	POSTAGE	257.32
372243	JACK DOHENY SUPPLIES INC	SUPPLIER	612.37
372251	MT DIABLO LANDSCAPE CENTERS	CONCRETE MIX	1,459.00
372268	ROYAL BRASS INC	FITTINGS	55.52
372280	TYLER TECHNOLOGIES	INSITE FEES	340.00
372299	ANTIOCH BUILDING MATERIALS	ASPHALT	4,014.04
372319	DELTA DIABLO	HHW PROGRAM	19,755.61

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372331 EXPRESS SERVICES	TEMP SERVICES	750.00
372356 INFOSEND INC	POSTAGE COSTS	3,180.92
372367 LENHART ALARM AND SECURITY	ALARM SERVICES	540.00
372390 PUMP REPAIR SERVICE CO	PUMP REPAIR	1,508.83
372391 RAMIREZ, ROSALIE E	LIC RENEWAL REIMBURSEMENT	60.00
372396 RED WING SHOE STORE	SAFETY BOOTS-HUGHES	268.39
372430 ANTIOCH BUILDING MATERIALS	ASPHALT	4,529.93
372455 COMCAST	CONNECTION SERVICES	356.33
372471 DKF SOLUTIONS GROUP LLC	PROFESSIONAL SERVICES	5,400.00
372486 INFOSEND INC	POSTAGE COSTS	4,717.88
372487 JACK DOHENY SUPPLIES INC	SUPPLIES	263.72
372506 MT DIABLO LANDSCAPE CENTERS	CONCRETE MIX	495.25
372512 NEXTEL SPRINT	CELL PHONE	371.96
372513 NEXTEL SPRINT	CELL PHONE	372.53
372515 OFFICE MAX INC	OFFICE SUPPLIES	369.81
372539 TYLER TECHNOLOGIES	INSITE FEES	340.00
372544 VERIZON WIRELESS	DATA USAGE	228.06
372546 VERIZON WIRELESS	DATA USAGE	228.06
372553 VERIZON WIRELESS	DATA USAGE	228.06
372556 WESCO RECEIVABLES CORP	SUPPLIES	1,162.25
372607 OFFICE MAX INC	OFFICE SUPPLIES	33.90
372632 USA BLUE BOOK	MARKING FLAGS	39.33
930692 GRAINGER INC	SMALL TOOLS	840.88
930694 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	608.63
930696 KARSTE CONSULTING INC	DOC SETUP	375.00
930773 KARSTE CONSULTING INC	DOC SETUP	725.00
930815 SCOTTO, CHARLES W AND DONNA F	PROPERTY RENT	4,750.00
Wastewater Collection		
372417 A S PIPELINES INC	SEWER MAIN TRENCHLESS	126,239.23
631 Marina Fund		
Non Departmental		
372410 TREMAIN, MELVIN	DEPOSIT REFUND	172.50
Marina Administration		
372185 WESTAMERICA BANK	COPIER LEASE	51.42
372197 BANK OF AMERICA	BUSINESS EXPENSES	1,219.00
372312 COMCAST	CONNECTION SERVICES	236.93
372367 LENHART ALARM AND SECURITY	ALARM SERVICES	120.00
372384 PACIFIC GAS AND ELECTRIC CO	GAS	3,413.22
372394 RECREATION PUBLICATIONS	ADVERTISING	1,710.00
372512 NEXTEL SPRINT	CELL PHONE	57.44

Prepared by: Georgina Meek
 Finance Accounting

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

372513 NEXTEL SPRINT	CELL PHONE	57.52
372521 PWS	EQUIPMENT	3,391.44
372557 WESTAMERICA BANK	COPIER LEASE	51.42
Marina Maintenance		
372389 PORT SUPPLY	ADAPTOR	204.43
372614 PFLUEGER, MATTHEW JAMES	EXPENSE REIMBURSEMENT	827.81
930670 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,375.00
641 Prewett Water Park Fund		
Non Departmental		
372239 HUB INTERNATIONAL CA INSURANCE	INSURANCE PREMIUM	251.96
372481 GUZMAN, SANDRA	DEPOSIT REFUND	500.00
Recreation Water Park		
372185 WESTAMERICA BANK	COPIER LEASE	250.02
372214 COMMERCIAL POOL SYSTEMS INC	POOL SUPPLIES	1,174.31
372248 LENHART ALARM AND SECURITY	PANIC BUTTON REPLACEMENT	76.13
372259 OUTDOOR CREATIONS INC	EQUIPMENT	7,296.90
372283 WATERLINE TECHNOLOGIES INC	SUPPLIES	2,700.88
372284 WESCO GRAPHICS INC	PRINTING SERVICES	3,646.12
372304 BANK OF AMERICA	RECRUITMENT EXPENSES	100.00
372367 LENHART ALARM AND SECURITY	ALARM SERVICES	1,950.00
372384 PACIFIC GAS AND ELECTRIC CO	GAS	14,403.23
372395 RED CROSS STORE	RED CROSS SAFETY MATERIALS	2,368.12
372451 COLE SUPPLY CO INC	SUPPLIES	133.08
372467 DELL COMPUTERS	COMPUTER SUPPLIES	942.15
372491 KELLY MOORE PAINT CO	PAINT SUPPLIES	911.16
372497 LINCOLN EQUIPMENT INC	CHEMICALS	117.97
372512 NEXTEL SPRINT	CELL PHONE	33.02
372513 NEXTEL SPRINT	CELL PHONE	33.11
372515 OFFICE MAX INC	OFFICE SUPPLIES	1,004.17
372557 WESTAMERICA BANK	COPIER LEASE	250.02
372560 AAA FIRE PROTECTION SVCS	KITCHEN HOOD SERVICE	586.58
372562 ALLIED 100	PEDIATRIC AED PADS	309.94
372631 ULINE	WAREHOUSE LADDER	967.44
372637 VOCO DESIGN AND MARKETING	PRINTING SERVICES	1,048.30
372639 WILCO SUPPLY	DOOR REPAIR HARDWARE	169.77
930688 COMPUTERLAND	COMPUTER EQUIPMENT	605.85
930689 CONSOLIDATED ELECTRICAL DIST	LAMPS	184.88
930692 GRAINGER INC	SHELVING RACKS	490.51

Prepared by: Georgina Meek
 Finance Accounting

1/4/2018

CITY OF ANTIOCH
 CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 DECEMBER 1-28, 2017
 FUND/CHECK#

721 Employee Benefits Fund		
Non Departmental		
372188 AFLAC	PAYROLL DEDUCTIONS	6,086.34
372212 COLONIAL LIFE	PAYROLL DEDUCTIONS	426.28
372289 24 HOUR FITNESS SPORT	PAYROLL DEDUCTIONS	74.98
372311 CITY SPORTS CLUB	PAYROLL DEDUCTIONS	54.98
372313 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
372321 DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	183.00
372325 EAST COUNTY STRENGTH	PAYROLL DEDUCTIONS	85.00
372354 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	81.00
372355 IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	668.99
372357 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
372359 IRVIN DEUTSCHER YMCA	PAYROLL DEDUCTIONS	50.00
372368 LINA	PAYROLL DEDUCTIONS	6,330.54
372379 MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	3,776.15
372382 OPERATING ENGINEERS LOCAL NO 3	PAYROLL DEDUCTIONS	2,975.00
372383 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	16,136.10
372385 PARS	PAYROLL DEDUCTIONS	2,698.29
372404 STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	906.75
372420 AFLAC	PAYROLL DEDUCTIONS	6,041.34
372443 BLUE SHIELD OF CALIFORNIA	PAYROLL DEDUCTIONS	3,018.47
372466 CSAC EXCESS INSURANCE	PAYROLL DEDUCTIONS	3,432.00
372468 DELTA DENTAL	PAYROLL DEDUCTIONS	36,020.70
372569 EMPLOYEE	PAYROLL REIMBURSEMENT	140.99
372571 CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
372573 EMPLOYEE	PAYROLL REIMBURSEMENT	55.00
372587 EMPLOYEE	PAYROLL REIMBURSEMENT	0.46
372590 EMPLOYEE	PAYROLL REIMBURSEMENT	68.36
372591 INTERNAL REVENUE SERVICE	PAYROLL DEDUCTIONS	60.00
372604 EMPLOYEE	PAYROLL REIMBURSEMENT	0.39
372610 OPERATING ENGINEERS TRUST FUND	PAYROLL DEDUCTIONS	16,160.16
372613 PARS	PAYROLL DEDUCTIONS	2,391.80
372643 EMPLOYEE	PAYROLL REIMBURSEMENT	140.99
372644 EMPLOYEE	PAYROLL REIMBURSEMENT	0.39
930674 ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	648.55
930675 APOA	PAYROLL DEDUCTIONS	17,521.20
930676 ANTIOCH PUBLIC WORKS EMPLOYEE	PAYROLL DEDUCTIONS	3,675.51
930684 NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	62,249.52
930685 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,358.28
930703 VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	4,976.08

Prepared by: Georgina Meek
 Finance Accounting



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jennifer Liu, Assistant Engineer *J.L.*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LBF*

SUBJECT: Consideration of Bids for the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations (P.W. 409-5)

RECOMMENDED ACTION

It is recommended that the City Council approve the resolution:

1. Authorizing an amendment increasing the Capital Improvement Budget for the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project in the amount of \$980,000 from the Measure 'J' Fund for a total of a \$1,780,000; and
2. Awarding the contract to the lowest responsive and responsible bidder, J.J.R. Construction, Inc. of San Mateo; and
3. Authorizing the City Manager to execute an agreement in the amount of \$1,636,452.

STRATEGIC PURPOSE

This program will support Strategy K-4 by pursuing grant funding to improve infrastructure; and Strategy K-5 by reducing City liability from third party claims by increasing and enhancing ADA accessibility and reducing trip hazards along the streets in the attached vicinity map.

FISCAL IMPACT

The Capital Improvement Budget includes \$800,000 for this work through the TDA grant program (\$70,000) and Measure 'J' Funds (\$730,000). Additional funding from the Measure 'J' Funds in the amount of \$980,000 is requested to fund engineering, inspections, contract administration and construction of the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project.

DISCUSSION

The FY 17/18 CIP budget includes a project to construct new curb ramps and pedestrian improvements at various locations that are shown on the attached vicinity map.

Title II of the American with Disabilities Act (ADA) requires local agencies to provide ADA curb ramps whenever streets are altered through pavement resurfacing, such as pavement overlay or rubberized cape seal projects.

This project will construct new ramps in the locations that are shown on the attached vicinity map to comply with Federal ADA act requirement for the streets that have received pavement overlay last year and for the streets that are planned for the next rubberized cape seal pavement treatment. The project will also include construction of new sidewalks and bike lanes along Carpinteria Drive from Graphite Court to Garrow Drive, which is part of the TDA grant for bike and pedestrian improvements at that location.

In addition, the project will complete the missing sidewalks along Cavallo Road and Contra Loma Blvd.

Staff has elected to combine all the curb ramps, pedestrians and bike improvements in one large project to reduce the construction unit cost for each ramp and to fulfill the ADA requirement for the next rubberized cape seal pavement project.

On December 19, 2017, nine (9) bids were received and opened as shown on the attached tabulation. The low bid was submitted by J.J.R. Construction, Inc. of San Mateo in the amount of \$1,636,452. The \$1,780,000 project budget includes the design, construction contract, project management, inspection, material testing and construction contingency. The bids have been checked and found to be without any errors or omissions.

ATTACHMENTS

- A: Resolution
- B: Tabulation of Bids
- C: Project Vicinity Map

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING TO AMEND THE 2017/18 FISCAL YEAR CAPITAL IMPROVEMENT
BUDGET AND AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT
WITH J.J.R. CONSTRUCTION, INC. TO PERFORM THE CURB RAMPS, BIKE LANE
AND PEDESTRIAN IMPROVEMENTS AT VARIOUS LOCATIONS
P.W. 409-5**

WHEREAS, the City is entering into the construction of Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations; and

WHEREAS, an amendment of \$900,000 to the 2017/18 fiscal year Capital Improvement budget is required to provide construction services by J.J.R. Construction, Inc. and staff time and materials testing for the project; and

WHEREAS, the City desires to enter into a Construction Agreement with J.J.R. Construction, Inc. in the amount of \$1,636,452 for the Curb Ramps, Bike Lane and Pedestrian Improvements at Various Locations project; and

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby hereby approves an amendment to the 2017/18 fiscal year Capital Improvement Budget of \$900,000 and authorizes the City Manager to sign the Construction Agreement with J.J.R. Construction, Inc. in the amount of \$1,636,452.

* * * * *

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 9th day of January 2018, by the following vote:

AYES:

ABSENT:

NOES:

**ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH**

**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: Curb Ramps, Bike Lane and Pedestrian Improvements
(P.W. 409-5)

BIDS OPENED: December 19, 2017 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	J.J.R. Construction, Inc. San Mateo	Spencon Construction, Inc. Danville	FBD Vanguard Construction, Inc. Livermore	Rosas Brothers Construction, Inc. Oakland	Sposeto Engineering, Inc. Livermore
TOTAL BID PRICE	\$2,500,000.00	\$1,636,452.00	\$1,775,005.00	\$1,787,944.50	\$1,826,625.00	\$2,185,031.00

<i>J.J.R. Construction, Inc.</i>	<i>Spencon Construction, Inc.</i>	<i>FBD Vanguard Construction, Inc.</i>	<i>Rosas Brothers Construction, Inc.</i>	<i>Sposeto Engineering, Inc.</i>
<u>Not Listed</u> Centerline Striping Co. <u>Not Listed</u> CF Archibald Paving <u>Not Listed</u> Del Secco Diamond Core & Saw	<u>Paving Cold Plane</u> CF Archibald Paving <u>Striping</u> Centerline Striping	<u>Roadway Excavation/Asphalt Concrete</u> Bay Cities Paving & Grading Co. <u>Striping & Markings</u> Centerline Striping Co.	<u>Paving</u> MCK Services <u>Striping</u> Chrisp Co.	<u>Striping</u> Compass Engineering

B1

**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: Curb Ramps, Bike Lane and Pedestrian Improvements
(P.W. 409-5)

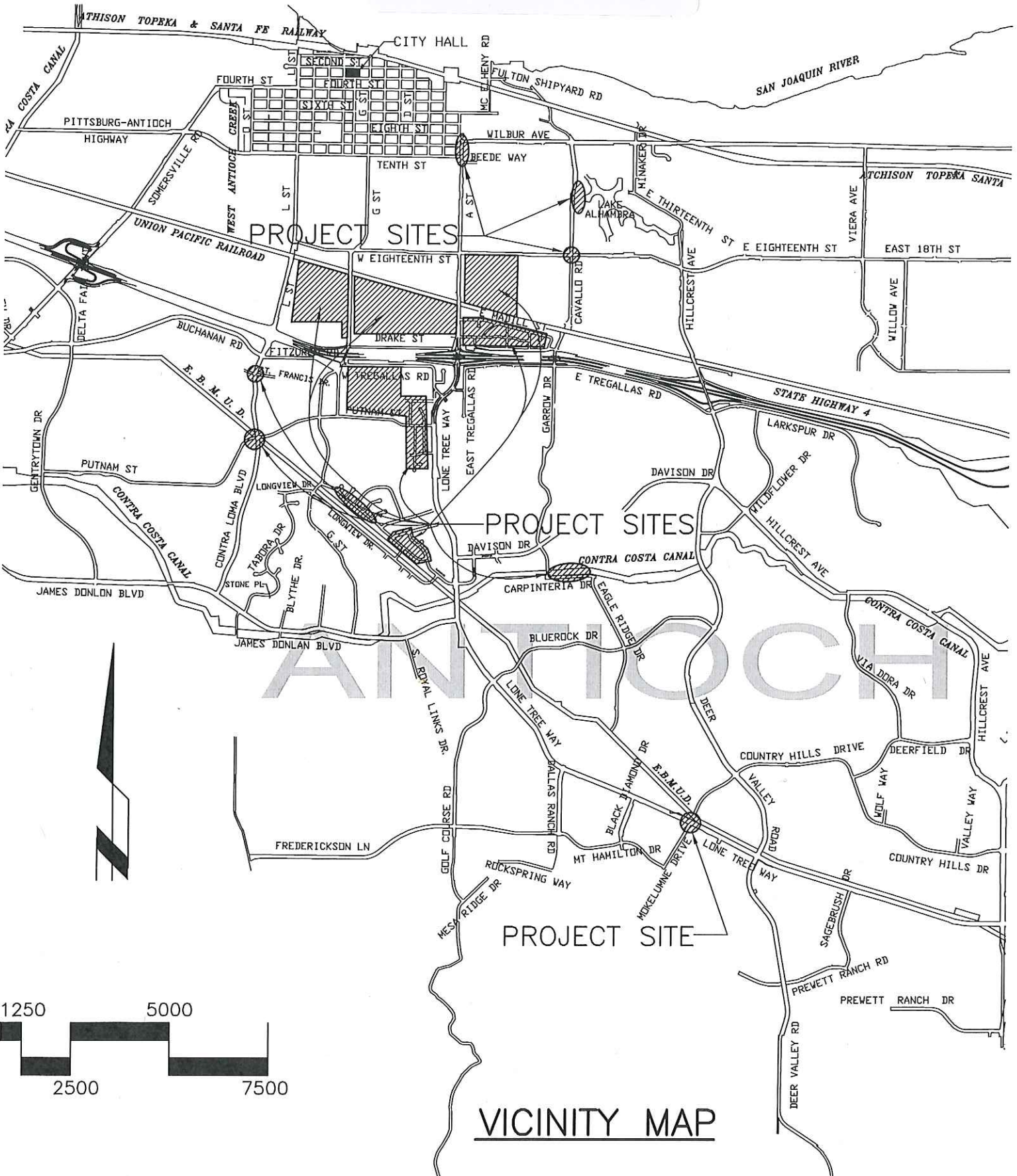
BIDS OPENED: December 19, 2017 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Pacific Coast General Engineering Pittsburg	TNB Construction Antioch	Ghilotti Bros., Inc. San Rafael	Lister Construction, Inc. Vacaville	
TOTAL BID PRICE	\$2,500,000.00	\$2,241,911.00	\$2,377,826.25	\$2,495,167.00	\$2,874,560.00	

<i>Pacific Coast General Engineering</i>	<i>TNB Construction</i>	<i>Ghilotti Bros., Inc.</i>	<i>Lister Construction, Inc.</i>	
<u>Striping</u> Centerline Striping	<u>Concrete</u> Wayne Swisher Cement <u>Striping</u> Chrisp Co.	<u>Striping</u> Centerline Striping	<u>Paving</u> MCK Services <u>Striping</u> Chrisp Co.	

b2

ATTACHMENT "C"



VICINITY MAP



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Arne Simonsen, CMC, City Clerk *AS*

APPROVED BY: Nickie Mastay, Administrative Services Director *NM*

SUBJECT: Master Municipal Clerk Academy Series 201

RECOMMENDED ACTION

It is recommended that the City Council authorize associated expenditures for the City Clerk to attend the Master Municipal Clerk Academy Series 201 course in San Jose February 7-9, 2018.

STRATEGIC PURPOSE

The recommended action supports the following strategic priorities that are duties of the City Clerk's office:

Strategy L-1: Improve community communications and trust in City government and keep the community well informed as to the activities of the City Departments.

Strategy L-5: Effectively and efficiently manage City Council agenda preparation, noticing and records.

Strategy L-7: Manage the City's Component of Municipal Elections.

Strategy L-8: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

The FY 2017/18 budget for the City Clerk provides funding for Master Municipal Clerk Academy Series 201 registration (includes lodging and meals). The early registration cost is \$1,450 and City Clerk Simonsen has received a \$339.00 MMCA Institute Scholarship to offset the cost.

DISCUSSION

- Master Municipal Clerks Academy (MMCA) Series 201

Sessions include, but not limited to: Storytelling: A powerful way to lead; Trust and leadership; Creative risk taking; Media relations and the Clerk; Developing outstanding technical writing and research skills; The astonishing power of feeling; Advanced records management.

The Master Municipal Clerk Academy is designed specifically for those working on attaining the Master Municipal Clerk designation. Courses are designed and content is created with the more tenured and experienced municipal and county clerk in mind. Recognizing that these needs are unique, the Academy is designed specifically with those needs in mind. The content is applicable and value-added for County Clerks to the Board of Supervisors, Special District clerks, and City and Deputy Clerks. All gather with the common bond of a desire for lifelong learning, as these professionals continue to lead in their respective fields. The content of the sessions in this Academy are designed at an advanced level and trained by Master Municipal Clerks, Certified Clerks of the Board, and professionals in the field of local government and leader development.

Each series has a distinct curriculum and adheres to the International Institute of Municipal Clerks core curriculum and is recognized by the City Clerks Association of California (CCAC) and the California Clerk of the Board of Supervisors Association (BSA) as an official training program leading to the professional accreditation of Master Municipal Clerk (MMC) and Certified Clerk of the Board (CCB) and is an affiliate of the League of California Cities.

The Academy is approved by the IIMC for 20 MMC educational hours or 10 MMC points and University extension credits are available through UC Riverside.

The City of Antioch Travel and Expense Policy for Elected and Appointed (non-employee) Officials is attached as Attachment A. contained therein, the Authorization Process states: "Overnight travel by Elected Official shall be pre-approved by placing the item on the City Council Consent Calendar."

ATTACHMENTS

- A. MMCA registration brochure
- B. Travel and Expense Policy.



"I have attended several sessions of the MMCA over the past three years and have found them to be on-topic and very enriching. The trainers are actively working in the government field and are up to date with today's technologies and practices. The sessions have given me more insight into leadership qualities and aspects than I ever expected. I have been extremely pleased with the training I have gained from attending the MMCA and have had much success implementing those new skills."

Virginia J. Bloom, CMC - City of Lake Elsinore

"The MMCA is a valuable resource for seasoned clerks like me that won't settle for what they have already learned, but are always looking for what's next. In this ever changing 'clerk' world we live in, I think it is imperative for City Clerks to always seek continuing education and the courses offered through MMCA are challenging, innovative and rewarding."

Lisa Thomason - City of Wheatland



Miller Management & Consulting Group
 P. O. Box 1431 • West Sacramento, CA 95691
 Email: PMiller@millermcg.com
 Phone: 916-850-9271
www.MillerMCG.com

Miller Management & Consulting Group
 P. O. Box 1431
 West Sacramento, CA 95691



miller
 consulting

we grow people and organizations



presents

The Master Municipal Clerk and Clerk of the Board Academy



February 7-9, 2018
Dolce Hayes Mansion
San Jose, CA

City of Antioch
 Arne Simonsen
 P. O. Box 5007
 Antioch, CA 94531



■ About Miller Management & Consulting Group

Miller Management & Consulting Group is dedicated to the growth and development of individuals and organizations. Practiced in facilitating adult education, the organization's Principal, Pamela Miller, incorporates over 40 years of private, non-profit, and public sector leadership experience into her human and organizational development work. Miller Management & Consulting Group is the approved California Institute providing Master Municipal Clerk credentialing level education.

■ About the Academy

The Academy is designed specifically for those working on attaining the Master Municipal Clerk or Certified Clerk of the Board of Supervisors designation. Courses are designed and content is created with the more tenured and experienced municipal and county clerk in mind. Recognizing that these needs are unique, the Academy is designed specifically with those needs in mind. The content is applicable and value-added for County Clerks to the Board of Supervisors, Special District clerks, and City and Deputy Clerks. All gather with the common bond of a desire for lifelong learning, as these professionals continue to lead in their respective fields. The content of the sessions in this Academy are designed at an advanced level and trained by Master Municipal Clerks, Certified Clerks of the Board, and professionals in the field of local government and leader development.

■ MMCA Refund Policy

There are no refunds if cancellation is received two (2) weeks prior to the start of the session for which you are registered. Refunds will be provided for cancellations received more than two (2) weeks prior to the start of the session for which you are registered minus a \$250 administrative fee. All cancellation requests must be made in writing.



Upcoming MMCA

February 7-9, 2018 Dolce Hayes Mansion San Jose, CA

We begin at 11 a.m. on the 7th
and end at 3 p.m. on the 9th

Registration Fee: \$1,525

Early Bird Registration Fee: \$1,450

Registration rates are all-inclusive and include: single occupancy accommodations for Wednesday and Thursday nights; all meals and snacks beginning with lunch Wednesday and ending with lunch Friday; reception Thursday night; parking; in-room Wi-Fi; and all Academy materials. Commuter rates include all of the above with the exception of the overnight accommodations. All participants MUST be present for the entire Academy to receive credit.

**Early Bird cutoff is December 31, 2017
Registration closes January 22, 2018 at 5pm**

Commuter Fee: \$1,225

Commuter Early Bird Fee: \$1,150

Register today at millermcg.com

**ONLINE REGISTRATION AND
CREDIT CARD* PAYMENTS ARE ACCEPTED.**

Next Academy is:

August 22 – 24, 2018 at Kellogg West in Pomona



■ Trainers include:

- Gail Borkowski, CCB
- Pamela Miller, CMC
- Patrice Olds, MMC
- Wandzia Rose, CIC
- Lee Price, MMC
- Joann Tilton, MMC

Special Guest Trainers:

- Dr. Frank Benest, Retired City Manager
- Michelle Durand, PIO, Marin County
- Diane Gladwell, MMC

■ Session topics are scheduled to include:

(but are not limited to)

- Storytelling: A powerful way to lead
- Trust and leadership
- Creative risk taking
- Media relations and the Clerk
- Developing outstanding technical writing and research skills
- The astonishing power of feelings
- Advanced records management

University extension credits are available through UC Riverside. The Academy is approved by IIMC for 20 MMC/CMC educational hours or 10 MMC/CMC points. The curriculum is subject to change.

* There is a 3% fee charged for every credit card transaction, which is not refundable.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

PURPOSE

This document establishes the expense and reimbursement policy for all Elected and Appointed (non-employee) Officials of the City of Antioch. As Elected Officials, individuals may incur expenses related to the execution of their duties and responsibilities. These expenses may include the following: personal vehicle use, communication needs (cell phones, internet, and personal phone lines, newspaper subscriptions), and conferences and meetings related to the City's interests. As to Appointed Officials on the Administrative Appeals Board, Design Review Board, Economic Development Commission, Parks and Recreation Commission, Planning Commission, Police Crime Prevention Commission and Investment Committee, there may be opportunities for individuals to attend educational seminars or meetings related to the City's interests as approved by the City Council. Therefore, this policy establishes procedures for requesting and receiving payment for expenses incurred while representing the City on official business.

ADOPTION AND IMPLEMENTATION

The Council is responsible for adopting the expense and reimbursement policy for Elected and Appointed Officials and for approving any subsequent policy revisions.

EXCEPTIONS

The City Council may approve exceptions to this policy on a case-by-case basis for special or unique circumstances.

I. PERSONAL VEHICLE USE

In recognition of the fact that Elected Officials may use their private vehicles while performing their duties, a monthly vehicle allowance will be provided, as allowed pursuant to California Government Code section 1223. In addition to expenses associated with direct use of a private vehicle, this allowance shall also cover related expenses such as bridge tolls and routine parking fees. In order to be eligible for the reimbursement allowance, Elected Officials shall annually provide proof of liability insurance to the City Clerk. The monthly cap on reimbursement of automobile expenses for personal vehicle usage shall be as follows: Mayor: \$450; Council Members: \$350; City Clerk: \$350; City Treasurer: \$350.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

II. COMMUNICATION EQUIPMENT AND SERVICES

In recognition of the fact that City Council members have a significant responsibility to stay in touch with their constituents and City management employees, reimbursement of communication equipment shall be allowed for cell phone service and equipment, internet service and equipment, local and long distance telephone and fax line service and equipment. Individual council members will be responsible for establishing their own communication service providers and all bills for such service will be paid by the individual. Expense reports shall be submitted on the City's form within 30 days of an expense being incurred. The monthly cap on reimbursement of communication equipment and services shall be as follows: Mayor \$100; Council Members \$50. Any communication service expenditures beyond that amount will be borne by the individual elected official.

III. MEMBERSHIPS

The City Council shall decide which groups to join as an entity, such as the League of California Cities or the Antioch Chamber of Commerce, through City Council action including the budget process. Individual memberships in groups by Elected or Appointed Officials shall be the personal expense of those individuals unless otherwise approved in advance by the City Council.

IV. LOCAL CITY EVENTS

Elected City Officials may be reimbursed for the cost of attending local events related to the City's business upon completion of an expense report and documentation of expenses. City funds shall not be used to purchase alcohol or reimburse Elected Officials for alcohol related costs, unless as part of a set price for the event that happens to include alcohol. If a guest accompanies an Elected Official, only the cost of the Elected Official will be reimbursed.

V. TRAVEL

In recognition of the fact that Elected Officials may need to represent the City at conferences and meetings and may incur expenses in the course of their travel, this policy establishes procedures for requesting and receiving payment for travel and travel-related expenditures. Appointed Officials must be specifically authorized by the City Council to attend educational seminars or other meetings in order to seek reimbursement.

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

(A) PROCEDURE

The key document in the administrative process is the Travel Authorization/Warrant Request (TA/WR). Besides ensuring that travel by Elected and Appointed Officials is conducted within this policy, the TA/WR summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for cash advances, vendor payments and credit card purchases. General instructions for completing and processing this form are provided in a separate document.

(B) AUTHORIZATION PROCESS

All travel by an Appointed Official shall be pre-approved by having the item placed on the City Council Consent Calendar. Overnight travel by an Elected Official, shall be pre-approved by having the item placed on the City Council Consent Calendar.

After travel, the Travel Authorization report must be finalized. Finance will review for receipts and policy compliance.

(C) METHODS OF REIMBURSEMENT

There are three ways to request and receive payment for travel and travel-related expenditures: (1) advance payment, (2) reimbursement for actual expenditures, and (3) credit card usage.

(1) Advance payments: Elected Officials may request a cash advance for meals. The advance will be within the IRS approved per diem rates for meals and incidental expenses (M&IE) for the location/area visited as listed in Publication 1542. The value of meals provided at conferences, training, or other travel programs will be deducted from the cash advance at the following rate:

Breakfast - 20% Lunch - 30% Dinner - 50%

Other items, such as conference registration, lodging, and air fare may be paid directly to the vendor in advance of travel.

Upon return from travel, all cash advances must be documented with original itemized receipts.

(2) Reimbursement: Elected and Appointed Officials shall be reimbursed for all eligible expenditures upon return from travel for items that have original receipts. A Travel Authorization/Warrant Request with original receipts will be paid by Finance within the regular accounts payable time

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

schedule. Reimbursement claims should be submitted within 30 days from the return from travel, and no reimbursements may be made that cross over fiscal years.

(3) Credit Card Usage: Elected and Appointed Officials may use personal credit cards to pay for travel expenses. Original receipts must be included with the Travel Authorization/Warrant Request to be eligible for reimbursement.

(D) ELIGIBLE EXPENDITURES

Meals and Incidental Expenses (M & IE)

- **Meals:** City funds shall not be used to purchase alcohol or reimburse Elected or Appointed Officials for alcohol related costs. Meal costs will be reimbursed as supported by original itemized receipts.

- **Personal Meals:** All expenditures must be documented and reimbursement will not exceed the meal schedule listed above.

- **Business Meals:** To qualify as a business meal, the identity of the participants and the business purpose of the discussion must be substantiated.

- **Incidental Expenses:** Those related to City business will be reimbursed at cost as supported by original receipts (e.g., tolls and taxi cabs).

In no event shall the reimbursement for meals and incidental expenses exceed the IRS approved per diem rates for the location visited as listed in Publication 1542.

- **Lodging:** The City will pay lodging expenses for Elected or Appointed Officials during official travel requiring one or more overnight stays. The City will pay for lodging for the evening preceding or subsequent to a meeting or business event when the Elected or Appointed Official would have to travel at unreasonably early or late hours to reach his or her destination.

Elected or Appointed Officials shall make an effort to obtain lodging at or near the facility where official City business is to take place to minimize travel time and transportation costs. The City will pay only for standard single rooms for individual Elected Officials. If lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor. If conference rates are not available, government rates must be requested. A

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

list of hotels offering government rates in different areas of the country is available in the Finance Department. Lodging rates that are equal to or less than the government rates are presumed to be reasonable and hence reimbursable for purposes of this policy.

If a double room is requested by an Elected or Appointed Official because he or she is accompanied by a spouse or other person, the difference between the single and double room rate shall be considered the Elected or Appointed Official's personal expense.

Elected or Appointed Officials shall cancel any reservations for lodging they will not use. Any charge for an unused reservation shall be considered the Elected or Appointed Official's personal expense unless failure to cancel the reservation was due to circumstances beyond the Elected Official's control.

- **Personal Entertainment:** No reimbursement will be made for personal entertainment.

- **Guests:** If a guest accompanies an Elected or Appointed Official, only the cost of the Elected or Appointed Official will be reimbursed. All costs above a single person will be borne by the Elected or Appointed Official.

- **Discounts:** If offered early registrations should be obtained whenever possible.

- **Telephone/Internet:** The City will pay for all City-related business telephone calls or internet use by an Elected or Appointed Official while traveling on authorized City business. If approved prior to travel, the City may pay for personal internet use up to \$5.00 per day for authorized overnight business travel within California and up to \$10.00 per day for all other authorized overnight business travel.

- **Transportation:** All travel will be made by the method most cost effective for the City. Considerations such as time, distance traveled and cost of transportation should be factors in arriving at the lowest cost. Elected and Appointed Officials shall endeavor to book air travel to take advantage of discounts and nonrefundable ticket fares where practical. All flights shall be booked at coach class or equivalent level. Any additional costs incurred due to personal travel added on before or after the trip will be paid by the Elected or Appointed Official.

Elected and Appointed Officials are encouraged to use their personal vehicles as transportation to and from airports. The cost of traveling from home to the

**CITY OF ANTIOCH
TRAVEL AND EXPENSE POLICY
ELECTED AND APPOINTED OFFICIALS**

airport will be paid for from monthly stipend. If a personal vehicle is left at the airport for more than one day, parking will be reimbursed per day based on long term parking rates or other transportation to and from the airport, whichever is less. Parking will not be reimbursed at the short term parking rate.

The use of rental vehicles is discouraged and shall be authorized only when no other mode of transportation is available or when alternate transportation would be more expensive or impractical. Elected or Appointed Officials must understand that the City's vehicle insurance coverage does not cover the individual driver of a rental car. Therefore, the City Official shall confirm personal coverage under their personal insurance or purchase additional insurance from the rental agency at their own expense. Rental vehicles shall be driven only by Elected or Appointed Officials included on the car rental agreement. Elected or Appointed Officials shall be reimbursed for reasonable taxi fare, airport van, or other public transportation in order to travel from their destination airport to their hotel.

VI. REPORTING OF EXPENDITURES

If the City reimburses an Elected or Appointed Official for attending a "meeting" as defined under the Brown Act¹, the Official shall provide a brief written or oral report regarding the "meeting" at the next regular meeting of the Council or applicable commission, board or committee to which the Official belongs. For other educational seminars or events for which expenses were reimbursed by the City, the Official may provide a brief written or oral report at the next regularly scheduled meeting of the Council or applicable commission, board or committee to which the Official belongs.

VII. ACKNOWLEDGEMENT

After being sworn in, Elected or Appointed Officials will be required to sign a statement formally acknowledging receipt and acceptance of this policy.

¹ The Brown Act (California Government Code section 54952.2) defines a meeting as including "any congregation of majority of the members of a legislative body at the same time and place to hear, discuss, or deliberate upon any item that is within the subject matter jurisdiction of the legislative body or the local agency to which it pertains."



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

DATE: Regular Meeting of January 9, 2018

TO: Members of the Successor Agency to the Antioch Development Agency of the City of Antioch

SUBMITTED BY: Dawn Merchant, Finance Director *Dm*

SUBJECT: Recognized Obligation Payment Schedule (18-19) for the Successor Agency to the Antioch Development Agency of the City of Antioch

RECOMMENDED ACTION

It is recommended that the Successor Agency to the Antioch Development Agency of the City of Antioch adopt the resolution approving the Recognized Obligation Payment Schedule for the period of July 2018 through June 2019 (ROPS 18-19).

STRATEGIC PURPOSE

This action meets Long Term Goal N, Financial Services; specifically addressing Strategy N-2 by ensuring financial reports are accurate and timely. The ROPS is required to be submitted to the Department of Finance by February 1, 2018.

FISCAL IMPACT

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

DISCUSSION

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

The ROPS 18-19 for the period of July 2018 through June 2019 is required to be submitted to the Department of Finance (DOF) by February 1, 2018. A draft ROPS for this period is attached (Attachment A). The ROPS 18-19 will be used by the County Auditor-Controller to allocate property tax increment to the Successor Agency to pay the obligations listed on the ROPS due for fiscal year 2019. The ROPS is subject to

E

Agenda Item #

certification by the County Auditor Controller, approval of the State Controller, State Department of Finance and the Oversight Board. The Oversight Board is scheduled to review this ROPS on January 25th. Once approved, the City as Successor Agency will then only be able to pay those obligations listed on the approved ROPS.

Attached for consideration and approval are a resolution and ROPS 18-19 (Attachment A), detailing the continuing obligations of the former Antioch Development Agency.

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

ATTACHMENTS

- A.** Resolution Approving the Recognized Obligation Payment Schedule for the Period of July 2018 through June 2019 (ROPS 18-19).
 - 1)** Recognized Obligation Payment Schedule for the Period of July 2018 through June 2019 (ROPS 18-19)

SA RESOLUTION NO. 2018/

RESOLUTION OF THE SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY OF THE CITY OF ANTIOCH APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (“ROPS”) FOR THE SUCCESSOR AGENCY FOR THE PERIOD OF JULY 2018 THROUGH JUNE 2019 (ROPS 18-19)

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

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

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

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

NOW THEREFORE BE IT RESOLVED THAT the Successor Agency to the Antioch Development Agency of the City of Antioch hereby approves the attached Recognized Obligation Payment Schedule of the City of Antioch as Successor Agency for the period of July 2018 through June 2019 (ROPS 18-19).

* * * * *

The foregoing resolution was passed and adopted by the Successor Agency to the Antioch Development Agency of the City of Antioch at a regular meeting thereof, held on the 9th day of January, 2018 by the following vote:

AYES:
NOES:
ABSENT:

ARNE SIMONSEN, RECORDING SECRETARY

Recognized Obligation Payment Schedule (ROPS 18-19) - Summary

Filed for the July 1, 2018 through June 30, 2019 Period

Successor Agency: Antioch
County: Contra Costa

	18-19A Total (July - December)	18-19B Total (January - June)	ROPS 18-19 Total
A Enforceable Obligations Funded as Follows (B+C+D):			
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G):	\$ 1,310,471	\$ 1,099,381	\$ 2,409,852
F RPTTF	1,260,471	1,049,381	2,309,852
G Administrative RPTTF	50,000	50,000	100,000
H Current Period Enforceable Obligations (A+E):	\$ 1,310,471	\$ 1,099,381	\$ 2,409,852

Certification of Oversight Board Chairman:
Pursuant to Section 34-177 (o) of the Health and Safety code, I
hereby certify that the above is a true and accurate Recognized
Obligation Payment Schedule for the above named successor
agency.

Name Title
/s/

Signature Date

Antioch Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [Cash Balance Tips Sheet](#)

A	B	C	D	E	F	G	H	I				
									Fund Sources			
									Bond Proceeds	Reserve Balance	Other	RPTTF
Bonds issued on or before 12/31/10	Prior ROPS period balances and DDR RPTTF balances retained	Bonds issued on or after 01/01/11	Prior ROPS distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments						
1	Beginning Available Cash Balance (Actual 07/01/15)											
2	Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during January 2016 and June 2016.	146,075	27,371			42,376	802,540					
3	Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16)	14	168			31,050	2,693,080					
4	Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	-	27,354			42,428	3,365,962					
5	ROPS 15-16 RPTTF Balances Remaining	146,089										
6	Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$ -	\$ 185	\$ -	\$ -	\$ 30,998	\$ -	\$ 129,658				

No entry required

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 12 - DECEMBER 28, 2017
FUND/CHECK#

431 Redevelopment Obligation Retirement Fund (for former Project Area #1)		
371651 BANK OF NEW YORK MELLON	TABS ARBITRAGE REPORT	1,500.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 12 - DECEMBER 28, 2017
FUND/CHECK#

227 Housing Fund

Housing - CIP

371765 CONTRA COSTA CRISIS CENTER	CDBG SERVICES	2,500.88
371811 STAND FOR FAMILIES FREE OF VIO	CDBG SERVICES	1,720.86
372310 CITY DATA SERVICES LLC	PROFESSIONAL SERVICES	1,650.00
930477 HOUSE, TERI	CONSULTING SERVICES	2,096.25
930680 HOUSE, TERI	CONSULTING SERVICES	1,137.50



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Requested Modifications to the Project Approval for the Promenade
– Vineyards at Sand Creek Project.

RECOMMENDED ACTION

It is recommended that the City Council continue the public hearing to the February 13, 2018 meeting.

BACKGROUND

This item was initially heard by the City Council on November 28, 2017. On the day of the hearing, the City received a comment letter from West Coast Home Builders addressing the environmental review of the project. The applicant has requested a brief continuance to better understand the contents of the letter.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Forrest Ebbs, Community Development Director *FE*
SUBJECT: Albers Ranch Preliminary Development Plan (PD-16-01)

RECOMMENDED ACTION

It is recommended that the City Council consider the project and the Planning Commission direction and provide comments.

STRATEGIC PURPOSE

This action will further Long Term Goal H: Planning, Entitlements and Permitting by providing consistent and efficient entitlement, planning and development services to the public. It will also address Strategy H-5: Grow Antioch's economy through additional annexation, as well as residential and commercial development.

FISCAL IMPACT

The action does not directly impact the City budget. All improvements and infrastructure necessary to facilitate the development would ultimately be funded by the applicant.

DISCUSSION

The applicant, Lucia Albers, has submitted a preliminary development plan for the development of a 96.6-acre development site located at the southern, central portion of the Sand Creek Focus Area along the southern boundary of the City of Antioch.

Antioch Municipal Code Section 9-5.2307 requires the submittal of a preliminary development plan (PDP) for all projects within a P-D (Planned Development) District. The PDP process is the first of two required phases for approval of a project within the P-D District and is followed by submittal of the final development plan. Per subsection A, "In considering the preliminary development plan at its public hearing the [Planning] Commission shall determine whether or not the land uses suggested and their interrelationships are generally acceptable and may approve, modify or deny the proposal based on this review. In any case, approval of the preliminary development plan shall not constitute an endorsement of the proposal's precise location, extent of uses, configuration of parcels or engineering feasibility."

Further, the purpose of the P-D District and process is "to accommodate a wide range of residential, commercial and industrial land uses which are mutually supportive and compatible with existing and proposed development on surrounding properties. P-D Districts shall encourage the use of flexible development standards designed to appropriately integrate a project into its natural and/or man-made setting and shall provide for a mix of land uses to serve identified community needs."

This particular preliminary development plan is very basic in nature and is intended to gain feedback on the overall concept and development approach to the property. Any forthcoming

final development plan will contain much more information, including home plans, park plans, development standards, comprehensive grading plans, utility plans, etc.

Project Description

The preliminary development plan consists of 301 residential units, a 4.0-acre assisted living facility, a 3.0-acre park and water quality facility, a 0.5-acre water quality facility, 45.0 acres of open space, and 10.9 acres of roadways. The entire project would be senior housing and would be gated with private amenities.

The project site contains a total of 96.6 acres with varying topography. In general, the site contains two hill features – a large knoll on the west side and a smaller knoll on the east side. The central area of the site is a natural depression with generally-flat topography.

General Plan

Density

The project site is located within the Sand Creek Focus Area and has a sub-designation of “Estate and Executive Residential/Open Space”. The text addressing the Sand Creek Focus Area contains specific policies for “Hillside Estate Housing” and “Executive Estate Housing”; the former is intended for hilled areas and the latter is reserved for flat areas. The maximum density for Hillside Estate Housing and Executive Estate Housing is limited to 1.0 unit per acre and 2.0 units per acre, respectively. General Plan Section 4.4.1.1 states the following:

“Densities are stated as the maximum permissible number of dwelling units per net acre that exists within the project site *prior* to any new dedication requirements. Density is assumed to accrue only to lands that are ‘developable’. Developable acres are those that are not encumbered by prior dedications of easements or rights-of-way, and are not so steep (generally over 25%), unstable, flood-prone or subject to other hazards as to be unable to support new development. Achievement of the maximum allowable density is neither guaranteed nor implied by the General Plan. The final density of any particular residential development type is dependent upon development design; any physical, geological, or environmental constraints that might be present within the site available infrastructure and services; and other factors.”

According to topographic maps and staff analysis, approximately 56 acres of the site is relatively flat and should carry the designation of Executive Estate Housing. An additional 38 acres is in moderately-sloped areas and should carry the designation of Hillside Estate Housing. Approximately 4.0 acres are located directly adjacent to Sand Creek and should be eliminated from land available to be developed and deemed subject to an environmental constraint. An additional 4.0 acres of Hillside Estate Housing are dedicated to the Assisted Living Facility and should also be deducted. The development yield based off of these designations is described in the following table:

Current General Plan – Residential Development Yield			
Designation	Acres	Density	Residential Units
Hillside Estate Housing	34	1.0	34
Assisted Living Facility	4	0	0
Executive Estate Housing	56	2.0	112
Sand Creek	4	0	0
Total	98		146

Since the proposed project is Senior Housing, it is eligible to receive a Density Bonus under Antioch Municipal Code Section 9-5.3403. Because it is 100% senior housing, the project would be automatically entitled to a 50% Density Bonus, which is reflected in the following table:

Current General Plan – Residential Development Yield with 50% Senior Density Bonus			
Designation	Acres	Density X 1.5	Residential Units
Hillside Estate Housing	34	1.5	51
Assisted Living Facility	4	0	0
Executive Estate Housing	56	3.0	169
Sand Creek	4	0	0
Total	98		220

The Municipal Code allows additional Density Bonuses for a project within close proximity (walking distance) to amenities and services. Unfortunately, the proposed project's location does not qualify for these additional incentives. As such, the maximum Density Bonus for a Senior Project without a proximity bonus is 70%, which would allow 255 units for this project. To achieve this maximum, the project would have to be 100% Senior and 100% Very Low Income or a combination of Low Income and Very Low Income. No such income restrictions are proposed by the applicant. The following table demonstrates the results of a 100% Density Bonus:

Proposed Project – Residential Development Yield with 100% Senior Density Bonus			
Designation	Acres	Density X 2.0	Residential Units
Hillside Estate Housing	34	2.0	72
Assisted Living Facility	4	0	0
Executive Estate Housing	56	4.0	225
Sand Creek	4	0	0
Total	98		297 (301 proposed)

In summary, the proposed project exceeds the ordinary General Plan Land Use Density by approximately 106% and proposes 155 more units than are anticipated in the General Plan. Even with all applicable Senior Density Bonuses applied, the project exceeds the maximum unit count by 81 units (220 vs. 301), which is 37% over the maximum allowance.

- Staff recommends that the total unit count for the project be limited to 220, as can be accommodated under the current General Plan with all applicable Senior Density Bonuses.

As an alternative, the applicant could request a General Plan Land Use Element amendment to change the Land Use Designation and density in this area.

Lot Size

The proposed project includes 301 units on lots that are approximately 40'x100' (4,000 square feet) in size. The Hillside Estate and Executive Estate Housing designations require a minimum lot size of 20,000 square feet and 12,000 square feet, respectively. However, the General Plan anticipates and encourages senior housing throughout the Sand Creek Focus Area and allows Small Lot Single Family detached senior housing in all residential areas. The General Plan, when describing Small Lot Single Family detached housing in Section M., refers to a 5,000 square-foot minimum lot size for golf-course fronting lots alone. Lots smaller than 4,000 square feet have only been permitted for the Promenade-Vineyards at Sand Creek project. In that case, the site's adjacency to a future BART station and future high-density housing in Brentwood was used, in part, as the basis for the smaller lots and higher density.

- Staff recommends that the minimum lot size be increased to 5,000 square feet.

Land Use

The project proposes an Assisted Living Facility on 4.0 acres on the western side of the project site. An Assisted Living Facility would be covered under the definition of "Residential Care Facilities", which is described as follows: "While largely residential in character, residential care facilities are distinguished from other residential use types in that care facilities combine a variety of medical care, supervision, or medical assistance services with housing."

Such Residential Care Facilities are permitted in the High Density Residential, Community Commercial, Mixed Use, and Mixed Use Medical Facility land use designations. The Mixed Use Medical Facility land use designation is located within the Sand Creek Focus Area adjacent to the Kaiser Permanent Antioch Medical Center. As such, the Assisted Living Facility is specifically anticipated within the Sand Creek Focus Area and elsewhere in the City of Antioch. However, it is expected to be located in commercial or high density residential areas.

- Staff recommends that the Assisted Living Facility be eliminated from the plan.

As an alternative, the applicant could request a General Plan Land Use Element amendment to allow Assisted Living Facilities in this area.

Hillside Development

The project includes significant grading of the western hill and proposes to eliminate the uppermost 25' of the hill to provide fill for the central depression. The entire western loop road would be sited approximately 17' below current grade. In some cases, the grade would be lowered by as much as 45' and the central depression would be raised 5'-15'. Much of this grading would occur on slopes in excess of 25%. Whereas, the current difference between the top of the hill (324') and the bottom of the depression (210') is 114', the project would create a difference of just 74' (300' and 226'). The applicant has stated that the soil contained in the hill is needed to fill the depression to ensure adequate drainage and a gravity-fed sewer. Per the applicant, importing soil would be cost prohibitive. In addition, the project would grade the northern toe of the hill adjacent to Sand Creek and the Contra Costa County Flood Control District basin.

The policies for development in the Sand Creek Focus Area and policies elsewhere in the General Plan address the treatment of hills and ridgelines. Some of these policies are as follows:

- S. Sand Creek, ridgelines, hilltops, stands of oak trees, and significant landforms shall be preserved in their natural condition....
- T. Adequate buffer areas adjacent to the top of banks along Sand Creek to protect sensitive plant and amphibian habitats and water quality shall be provided....

5.4.14 Hillside Design Policies

a. Design hillside development to be sensitive to existing terrain, views, and significant natural landforms and features.

b. Projects within hillside areas shall be designed to protect important natural features and to minimize the amount of grading. To this end, grading plans shall conform to the following guidelines:

- Slopes less than 25%:
Redistribution of earth over large areas may be permitted.
- Slopes between 25% and 35%:
Some grading may occur, but landforms need to retain their natural character. Split-level designs and clustering are encouraged as means of avoiding the need for large padded building areas.
- Slopes between 35% and 50%:
Development and limited grading can occur only if it can be clearly demonstrated safety hazards, environmental degradation, and aesthetic impact will be avoided. Structure shall blend with the natural environment through their shape, materials and colors. Impact of traffic and roadways is to be minimized by following natural contours or using grade separations. Encouraged is the use of larger lots, variable setbacks and variable building structural techniques such as stepped or post and beam foundations are required.
- Slopes greater than 50%:
Except in small, isolated locations, development in areas with slopes greater than 50% should be avoided.

The proposed grading of the entire site, including the hills, is wholly inconsistent with the letter and spirit of the Sand Creek Focus Area and the Hillside Design Guidelines. It greatly reduces a significant landform and dramatically changes the appearance of the site. The basis for this grading is inconsistent with the Hillside Design Guidelines and the techniques required by the Guidelines have not been employed. There is currently a surplus of soil associated with the Contra Costa County Flood Control District basin that might be used to raise the depression. In addition, a private sewer pump station could be a possible option if properly designed and approved by the City Engineer, thus addressing the gravity-flow sewer concerns.

- Staff recommends that grading be limited to areas less than 35% and that grading only occur to create roads and pads for houses. The western hilltop should remain intact and should not be graded primarily to fill the central depression. In short, the project should conform to the natural hillside. At minimum, the portion of the hill from 324' to 300' should remain ungraded.
- The applicant should explore the use of a sewer pump or lift station as an alternative to filling the central depression.

Staff is also concerned about a senior housing project located in a very steep hilled area. The sidewalks within the project range in slope from 0.5% to 8.0%. The Americans with Disability Act (ADA) resulted in design standards that suggest a maximum slope of 5% (1:20) for

accessible walkways. Though access ramps can be as high as 8.3% (1:12), there is a requirement that they contain occasional flat lengths to provide relief. Neighborhood sidewalks are not required by ADA standards to be disabled-accessible in regards to overall slope. Presumably, a disabled senior could get into their car and drive to the park, for example, rather than walk or take a motorized scooter. The park would need to have disabled-accessible parking spaces. Though not required by law, staff recommends that all practical measure be taken to ensure that the entirety of this project, including its sidewalks are actually available for use by disabled individuals and that seniors of all physical abilities can walk through their neighborhoods and access the park and any other features.

- Staff recommends that all neighborhood sidewalks be designed to meet ADA requirements for accessible pathways, in regards to overall slope.

Parks and Recreation

The Subdivision Ordinance requires the dedication of parklands at a ratio of 5.0 acres of land for every 1,000 persons. The Ordinance assumes an average of 3.0 persons per unit, which would ordinarily obligate this project to provide 4.5 acres of parkland. It is reasonable to assume that the resident population would be significantly less than 3 persons per unit and the project proposes a 3.0-acre park. If a figure of 2 persons per unit were used, the project would develop a new population of 602 persons, which would command a parkland dedication of 3.0 acres as proposed.

A private park is not given the full credit for dedication purposes and a sliding scale, based on amenities is used. As the design of the park and the proposed amenities are not provided yet, it can be assumed that whatever credit not met by the park will be paid in park in-lieu fees, which may be appropriate for this area to support the planned regional park along Sand Creek.

Public Works Issues

The project plans do not provide adequate detail for the Public Works Department to offer meaningful comments. The provision of utilities will be a challenge for this site, as there are currently no sewer mains within the Sand Creek Focus Area and the project does not suggest how any such lines would be delivered. At minimum, the entirety of the Promenade - Vineyards at Sand Creek project would need to be constructed and much of the Aviano project to bring sewer lines to this project. Until such time, the applicant would need to bring the entirety of the sewer pipeline from its current terminus in Heidorn Ranch Road, which is a distance of 1.75 miles. Even with the other projects constructed, the applicant would be required to provide an adequate connecting line for the 0.4 mile distance to Sand Creek Road. The provision of utilities will be very complex for this project and are likely dependent on other projects' completion. A complete and thorough utility plan will be required for any forthcoming applications.

In addition, this project will potentially require the construction of two new bridges over Sand Creek or its tributary – one at the CCCFCD dam and one at Deer Valley Road. As discussed above, the infrastructure improvements through the CCCFCD will require extensive coordination and approval by multiple agencies. The connection at Deer Valley Road is subject to local approval and will require full frontage improvements. In addition, traffic figures will likely require financial contribution to off-site road widening completed by others or similar reimbursements.

The entry road is shown as having a 24' width from curb to curb. This would preclude parking and would require red-painted curbs throughout. This access road would be used by the operator and servicers of the proposed Assisted Living Facility, which, if included, would likely require some level of commercial delivery vehicles for food service, laundry, trash pickup or other similar purposes. The applicant should design this roadway in anticipation of the commercial vehicle load and should disclose this purpose when applying for approvals from other agencies.

- Staff recommends that the main access road be constructed to commercial standards in anticipation of use by large commercial vehicles servicing the proposed Assisted Living Facility, if part of a forthcoming application.

Other Agency Comments

Contra Costa County Flood Control District

The CCCFCD expressed concerns about the existing easements, grading, utilities penetrating the dam, and other issues. This letter is provided as Attachment "B" and its requirements are included with staff's recommendations as Attachment "A". The requirements of CCCFCD are extensive and will likely impact the site plan and design of the project. Specifically, the property owner does not currently have access from future Sand Creek Road to the north and will need to acquire right-of-way from CCCFCD to construct a new road. Formal permission has not been granted for this new road and its construction will require approval from the California Department of Water Resources, Division of Safety of Dams, as well as CCCFCD. Neither approval is guaranteed and the project is entirely reliant on these approvals. The project also stands to impact the saddle dike through adjacent grading of lots, penetration of the dam for utilities, and grading within the influence area of the known landslide adjacent to the basin. Further, CCCFCD states that there are existing slope easements along the northern portion of the project site that are not shown on the plan and are not reflected in the project design.

- Staff recommends that the applicant receive all approvals from CCCFCD and California Department of Water Resources (CDWR) prior to submittal of a Final Development Plan or any other application to the City for a discretionary approval. Evidence of such an approval should be provided in the form of a letter of intent to sell the necessary right-of-way, approval of all off-site improvements, including the road and utilities, approval of all grading, any other element affecting the adjacent CCCFCD property.

Contra Costa County Fire Protection District

The CCCFPD provided comments related to access, roadways, street parking, water supply, and other issues. One remarkable comment is No. 2, which would require that the 30' access roadways be limited to parking on just one side.

Further, CCCFPD has stated repeatedly that they would not be able to responsibly and adequately serve a large senior population in this location, which is far removed from the nearest fire station, which is located at Blue Rock Drive and Deer Valley Road, approximately 3.5 miles from the project site. This route takes up to 14 minutes today and may be longer once other projects in the Sand Creek Focus Area are developed. The Growth Management Element establishes a Performance Objective of a five minute response time. A senior housing project would create a higher-than-average response volume.

The Ranch project has tentatively proposed dedication of land for the construction of a new fire station as part of their project. The Ranch project would not likely be initiated until the substantial completion of the Aviano project and the Vineyards at Sand Creek project, which would provide access on Sand Creek Road. In short, the construction of the fire station necessary to serve this senior project is likely well into the future. The City Council should consider the implications of approving this senior housing project and assisted living facility without concrete plans for a new fire station. Ultimately, CCCFPD will be responsible for the construction and operation of a fire station in this area and the City of Antioch will continue to work with them towards this goal.

Environmental

The project will require a comprehensive Environmental Impact Report (EIR), pursuant to the California Environmental Quality Act (CEQA). This EIR will study all aspects of the project and its potential impacts on the environment, including, but not limited to issues of geology, impacts on Sand Creek, endangered/threatened or similarly protected species, visual impacts, General Plan consistency, traffic impacts, etc.

Planning Commission Review

The Planning Commission considered this project on September 6, 2017 and supported staff's recommendations. The minutes from the meeting are included as Attachment "E".

SUMMARY

In summary, staff believes that the concept of a senior housing project in the Sand Creek Focus Area is a good idea and, in the broadest sense, should be supported. However, the development of such a project at this site will be especially complex due to its location and topography. As presented, the project is compatible with certain aspects of the current General Plan and entirely incompatible with others. A modified plan that reduces the unit count and consolidates the project on the eastern edge would eliminate the need to remove the western hilltop. It may also require the importation of fill, which may be available at the adjacent basin. The development of this project is contingent on the approval and development of nearby projects, which cannot be readily forecasted.

ATTACHMENTS

- A. Staff Recommendations
- B. CCCFCD Comment letter
- C. CCCFPD Comment letter
- D. Project Plans
- E. Planning Commission Minutes from September 6, 2017

ATTACHMENT "A"

Staff Recommendations:

General Plan – Land Use, Lot Size, Density

1. The total unit count for the project should be reduced to 220, as can be accommodated under the current General Plan with all applicable Senior Density Bonuses.
2. The minimum lot size should be increased to 5,000 square feet.
3. The Assisted Living Facility should be eliminated from the plan.
4. As an alternative to Items 1-3, the applicant should include in any forthcoming application a request for an amendment to the General Plan. Such an amendment should specifically address each of the above issues in relation to the current General Plan.

Hillside, Grading and Utilities

5. Grading should be limited to areas less than 35% and that grading only occur to create roads and pads for houses. The western hilltop should remain intact and should not be graded primarily to fill the central depression. In short, the project should conform to the hillside. At minimum, the portion of the hill from 324' to 300' should remain ungraded.
6. The applicant should explore the use of a sewer pump or lift station as an alternative to filling the central depression.
7. The main access road shall be constructed to commercial standards in anticipation of use by large commercial vehicles servicing the proposed Assisted Living Facility, if part of a forthcoming application.
8. A comprehensive utility and access plan should be provided that identifies all roadways, sewer, stormwater, water, and other utility connections in detail. In addition, details should be provided for the construction of the Deer Valley Road and Sand Creek Road connections.
9. The applicant shall submit a detailed park plan that identifies all amenities for the proposed park. Park in-lieu fees may be accepted for any outstanding obligation relative to parks.
10. The project will be expected to annex into the Police Service Community Finance District.

Other Agencies

11. The applicant shall receive all approvals from CCCFCD and CDWR prior to submittal of a Final Development Plan or any other application to the City for a discretionary approval. Evidence of such an approval should be provided in the form of a letter of intent to sell the necessary right-of-way, approval of all off-site improvements, including the road and utilities, approval of all grading, any other element affecting the adjacent CCCFCD property.
12. A Final Subdivision Map may only be accepted for the project if plans for a fire station within the Sand Creek Focus Area are better known.

ATTACHMENT "B"



Contra Costa County Flood Control & Water Conservation District

Julia R. Bueren,
ex officio Chief Engineer
Mike Carlson,
Deputy Chief Engineer

August 16, 2017

Forrest Ebbs
City of Antioch
Community Development Dept., Planning Division
P.O. Box 5007
Antioch, CA 94531

RE: Albers Ranch Gated Active Adult Community #PDP 16-01
Our File: 3104-06 057-050-021

Dear Mr. Ebbs:

We received the Project Referral — Request for Comments/Conditions for the Albers Ranch Gated Active Adult Community located 1,400 feet east of the intersection of Deer Valley Road and Deer Hill Lane. We previously commented on an earlier version of this development (Olive Grove Community) in our letter dated April 5, 2016 (enclosed). It appears that our previous concerns have not been adequately addressed in this revised development plan. These comments supersede those in our previous correspondence to the City of Antioch (City).

We recognize this submittal is far from a full application for a subdivision. Nonetheless, we provide the following comments to fully document our significant concerns with this development concept and look forward to reviewing subsequent submittals that hopefully work toward addressing these concerns:

GENERAL COMMENTS

1. This development is located south of and directly adjacent to the Upper Sand Creek Detention Basin (Basin), which is owned and operated by the Contra Costa County Flood Control & Water Conservation District (FC District). The Basin was constructed in 2014 and the footprint of the Basin was generally set, with significant input from the City, to accommodate prior versions of this development.
2. The Basin area includes a dam and a saddle dike that will be impacted by this development. When the Basin was constructed, these features were constructed under the close supervision and regulation of the California Department of Water Resources, Division of Safety of Dams (DSOD). Any modification to the Basin or work that has the potential to affect the Basin will require discretionary approvals by DSOD.

"Accredited by the American Public Works Association"

255 Glacier Drive • Martinez, CA 94553-4825
TEL: (925) 313-2000 • FAX: (925) 313-2333
www.cccpublicworks.org

3. On March 22, 2016, we met with the representatives of Carlson, Barbee and Gibson, who represent the developer. At the meeting, we discussed the close association of this development with, and its impacts on, the Basin, and recommended the developer retain specialized, qualified representation to assist in navigating the DSOD approval process. Based on the current submittal, it does not appear the developer has yet acted on that advice.
4. This project's impacts on the Basin must be addressed prior to approval of the vesting tentative map. These impacts include; construction and grading of lots at or adjacent to the Basin's saddle dike, grading of an access road at the Basin's toe, installation of utility (water and sewer) lines requiring penetration at the Basin dam's toe, and grading within the influence area of known landslides adjacent to the Basin. These proposed impacts fall within the jurisdiction of the DSOD and will require approval by the DSOD and the FC District prior to approval of the tentative map. Developer should be aware that the DSOD is not likely to allow any penetration of the Basin's dam or saddle dike.
5. The FC District remains concerned about how DSOD geotechnical requirements may affect the feasibility of this subdivision, especially in regard to the saddle dam, and proposed grading around (or penetration of) the right main dam abutment for any proposed utilities. We support the applicant's intention to engage DSOD technical staff on the feasibility of this subdivision grading plan, but feel it is premature for the City to even consider a development proposal until the feasibility of the grading work is established. We are disappointed that DSOD engagement efforts have not yet occurred, despite our past encouragement to have the applicant begin this process.
6. Specifically, prior to approval of a vesting tentative map, the developer will need to submit a geotechnical report on the landslide behind lots 135–150 and landslide adjacent to the access roadway, just north of the dam's right abutment. The conclusions of this geotechnical report (and DSOD's technical comments on the report) may have significant impacts on road alignments, pad grading, and ultimate lot yield.
7. The development proposes that a new road be constructed around the Basin to serve the new parcels. As the road skirts the eastern portion of the Basin, the south bound lanes and parking areas are intended to act as an access road for the FC District to service the Basin. This shared use should be acknowledged on future submittals.

8. The developer will need to acquire right-of-way from the FC District in order to construct the new road. Sale of such right of way is at the FC District's discretion and is contingent on resolving the DSOD and other issues outlined in this letter. Note that some of the right of way needed for the road was purchased from the developer and some was purchased from the adjacent developer to the north. Additional right of way was purchased by the FC District, at significant expense, specifically to accommodate the proposed geometry of the access road. The FC District will look to recoup the expense of this additional right of way purchase in any sale of right of way back to the developer.
9. If the applicant needs to shift the access road and utilities upslope at the right main dam abutment, this will result in additional visual impacts from the grading on the north-facing hillside. This should be considered in the project's environmental document, as appropriate.
10. Such a shift would also need to carefully consider the stability of the landslide in this vicinity.
11. The FC District has slope easements on the northern portion of this development, which appear to be affected by the project's proposed lot grading. The grading plan is fundamentally flawed in that it does not show easements held by the FC District over the subject parcel. Please show and delineate all easements of record on or adjacent to the subject parcel. This will likely affect the optimistic lot yield proposed on the grading plan.
12. The property line behind lots 116-123 is shown differently on sheet 1 and sheet 2 of the submittal. Please correct as appropriate.
13. The property line behind lots 116-123 is incorrectly shown and these lots are proposed to be constructed over a DSOD-regulated saddle dam, and the slope easement previously purchased by the FC District. The grading plan on sheet 2 of 6 shows triangle symbols immediately behind these lots, and it's unclear if this implies the lots slope down onto the FC District's access road. In any case, please provide a typical cross section here, including pad elevations, and show both the limit of the FC District's fee property and the FC District's slope easement. It is critically important that proper and feasible grading is proposed here, and the current plan appears to have ignored past comments from the FC District on this matter.

14. The Preliminary Utility Plan indicates that all of the project's stormwater runoff will be directed into an existing storm drain line (diameter not given on the Utility Plan), north of the project, into the Basin, which is owned and operated by the FC District. This will require a Flood Control Permit. The applicant should be required to determine the adequacy of the existing storm-drain prior to approval of the Vesting Tentative Map. Since the storm drain line is an FC District facility, the applicant shall submit hydrology and hydraulic calculations to the FC District for review and approval.
15. All storm drains directing flows into the Basin shall be equipped to prevent trash and debris from washing into the Basin. Such trash capture facilities shall be located outside of FC District Right of way.
16. We recommend that the City condition the applicant 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. No runoff should flow directly to the creek over the access road.
17. The applicant 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. The FC District is available to review the calculations under our Fee-for-Service program.
18. This project is located within Drainage Area 130 (DA 130), for which drainage fees are due in accordance with Flood Control Ordinance Number 2007-06. By ordinance, all building permits or subdivision maps filed in this area are subject to the provisions of the drainage fee ordinances. Effective January 1, 2017, the current fee in DA 130 is \$0.72 per square foot of newly created impervious surface. The drainage area fees for this development should be collected prior to filing the final map.
19. The FC District is not the approving local agency for this project as defined by the Subdivision Map Act. As a special district, the FC District has an independent authority to collect drainage fees that is not restricted by the Subdivision Map Act. The FC District reviews the drainage fee rate every year the ordinance is in effect and adjusts the rate annually on January 1 to account for inflation. The drainage fee rate does not vest at the time of tentative map approval. The drainage fee due and payable will be based on the fee in effect at the time of fee collection.

20. The DA 130 fee is estimated to be approximately \$1,140,000 based on 301 residential lots (4,000 square-feet each), a commercial lot, an assisted living lot, a recreation facility, and open space as indicated on the Land Use Summary table on the site plan dated May 15, 2017. See the enclosed spreadsheet. Please note that the site map appears to show some lots much larger than the 4,000 square-feet indicated on the Summary Table. This discrepancy will need to be resolved.
21. Please have the developer's engineer submit a worksheet containing the lot sizes, fee per lot subtotal and total fee required, along with the lot closure calculations for our review. They should also submit a worksheet and scalable map showing the amount of impervious surface to be constructed on the open space parcels so that the correct fee amount can be determined. The worksheets submitted will be the basis for establishing the fee obligation.
22. Before review work can begin on this development, the developer will need to enter into a Fee-for-Service with us. The initial deposit shall be \$15,000, which will be billed to the developer as additional funds are needed.
23. The applicant should be required to comply with the current NPDES (National Pollutant Discharge Elimination System) requirements under the County 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.

RECOMMENDED CONDITIONS OF APPROVAL (Subject to revision with subsequent submittals as the design concept evolves):

1. The developer shall pay DA 130 fees prior to filing the final map.
2. The developer shall enter into a Fee-for-Service agreement with the Contra Costa County Flood Control and Water Conservation District (FC District) to cover staff time for all issues related to working adjacent to the Upper Sand Creek Detention Basin. The FC District shall review and approve all work that has the potential to impact the Basin.
3. The developer shall apply for a Flood Control Permit for any work that must be performed within FC District right-of-way.
4. The developer shall work with the DSOD for any construction within the DSOD jurisdictional areas, such as the dam toe and the saddle dike.

5. Prior to filing the final map, the developer shall prepare legal descriptions of the road and the access easement.
6. Prior to filing the final map, the developer shall purchase from the FC District necessary land rights for the access road and other needed area. Sale of such right of way to the developer is at the FC District's discretion and is contingent on resolving the DSOD and other issues outlined in this letter.

We appreciate the opportunity to review projects involving drainage matters and welcome continued coordination. If you have any questions, please call me at (925) 313-2346 or e-mail me at jorge.hernandez@pw.cccounty.us.

Sincerely,



Jorge Hernandez
Staff Engineer
Contra Costa County Flood Control
& Water Conservation District

JH:cw
G:\fldctl\CurDev\CITIES\Antioch\3104-06\057-050-021 Albers, Olive Groves\Comments -August 2017.doc
Enclosures

c: Tim Jensen, Flood Control
Paul Detjens, Flood Control
Teri E. Rie, Flood Control
c/enc: Marsha Brown, Finance
Lucia Albers
9601 Deer Valley Road
Brentwood, CA 94513

ATTACHMENT "C"

Contra Costa County



Fire Protection District

July 5, 2017

Mr. Lucia Albers
9601 Deer Valley Road
Brentwood, CA 94513

Subject: Olive Groves
Deer Valley Road SE of Upper Sand Creek
CCCFPD Project No.: P-2016-01743-REV1

Dear Mr. Albers

We have reviewed the development plan to establish a gated active adult community at the subject location. The following is required for Fire District approval in accordance with the 2013 California Fire Code (CFC), the 2013 California Building Code (CBC), the 2013 California Residential Code (CRC), and County Ordinances and adopted standards:

1. Access as shown on Sheet1 must comply with Fire District requirements.

Access shall have a minimum outside turning radius of 45 feet. Access roadways shall not exceed 20% grade. Grades exceeding 16% shall be constructed of grooved concrete per the attached Fire District standard. (503) CFC

2. 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. *Parking is permitted only on the side of the road that does not have hydrants.* (22500.1) CVC, (503.3) CFC

3. 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.

4. The developer shall provide an adequate and reliable water supply for fire protection as set forth in the California Fire Code. (507.1) CFC

5. The developer shall provide an adequate and reliable water supply that meets the needs of the facilities being constructed per California Fire Code. Required flow must be delivered from the required number of hydrants flowing simultaneously for a duration the period of time specified in the CFC while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC

6. The developer shall provide sufficient hydrants at points within the development based upon the required fire flow as found in CFC Table C105.1. Hydrants shall be of the East Bay type. (C103.1) CFC
7. The developer shall submit a minimum of two (2) copies of site improvement plans indicating all existing or proposed hydrant locations and fire apparatus access for review and approval prior to obtaining a building permit. **Final placement of hydrants shall be determined by this office.** (501.3) CFC
8. **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 22 / 37 tons.

9. The homes as proposed shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CRC
10. The developer shall provide traffic signal pre-emption systems (Opticom) on any new or modified traffic signals installed with this development. (21351) CVC
11. 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
12. 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
13. The developer shall submit a minimum of two (2) complete sets of plans and specifications of the subject project, including plans for any of the following required deferred submittals, to the Fire District for review and approval **prior to** construction to ensure compliance with minimum requirements related to fire and life safety. Plan review and inspection fees shall be submitted at the time of plan review submittal. (105.4.1) CFC, (901.2) CFC, (107) CBC
 - Building construction plans
 - Private underground fire service water mains
 - Fire sprinklers
 - Standpipe
 - Fire alarm
 - Aboveground/underground flammable/combustible liquid storage tanks
 - Commercial kitchen hood extinguishing systems
 - Special suppression systems

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,

A handwritten signature in black ink, appearing to read "Todd Schiess". The signature is fluid and cursive, with a long horizontal stroke at the end.

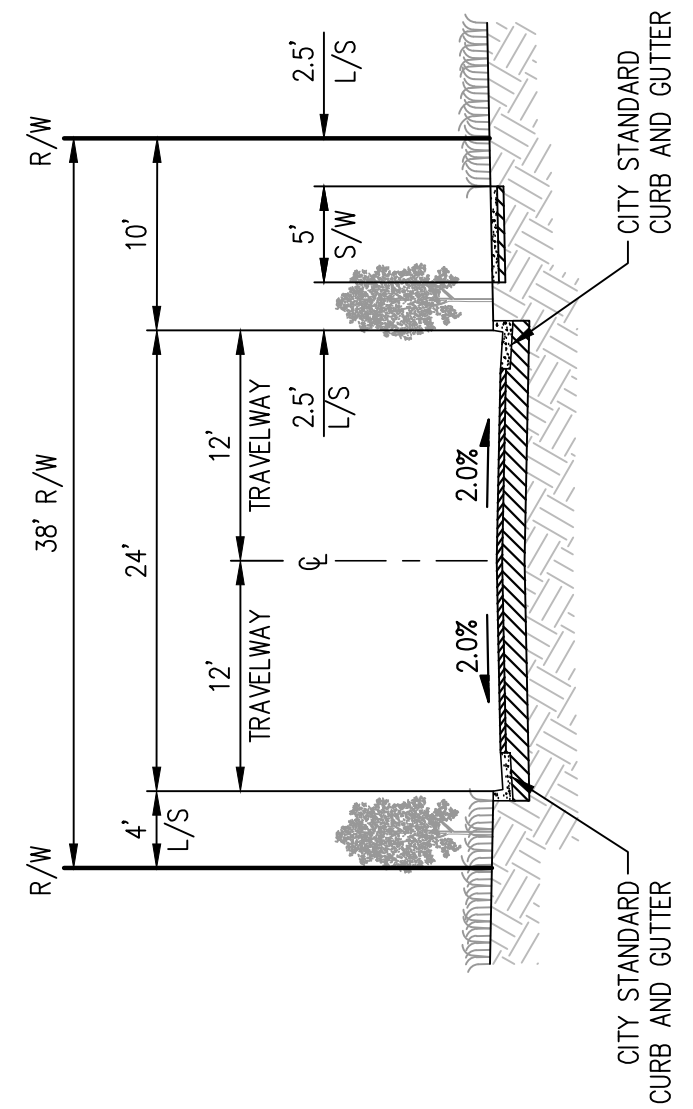
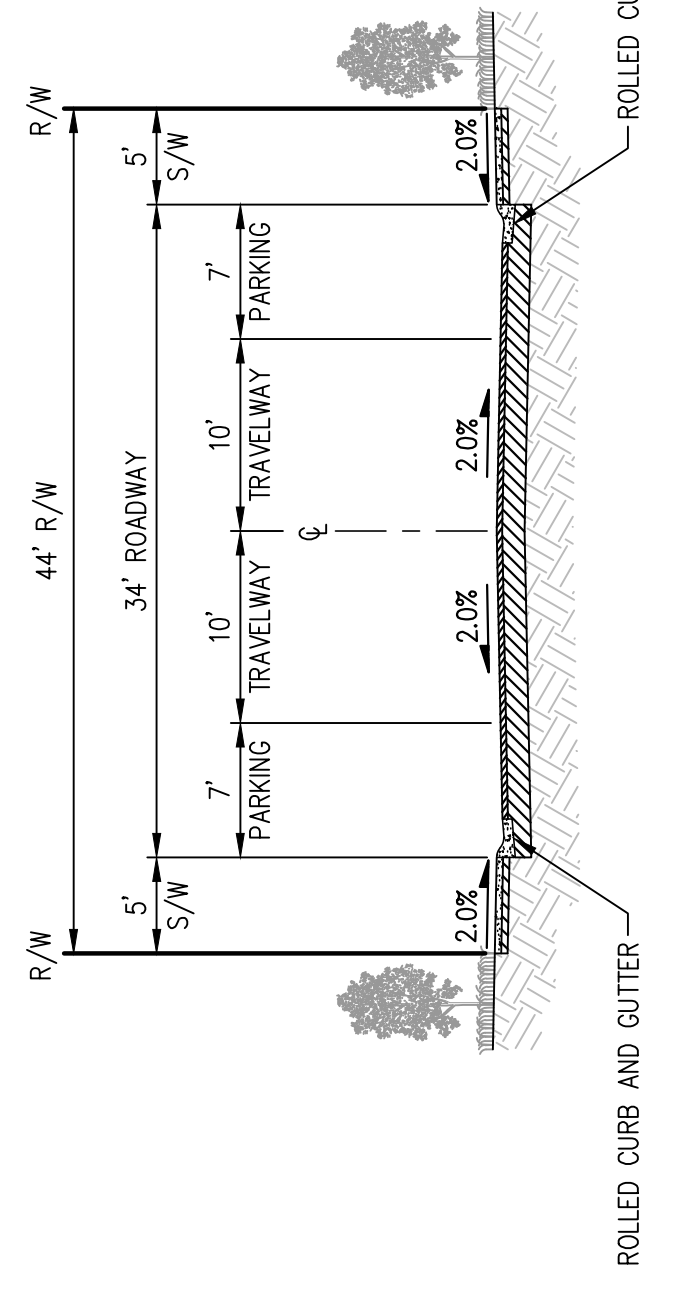
Todd Schiess
Fire Inspector I

c: Forrest Ebbs
Community Development Department
Planning Division
P.O Box 5007
200 H Street
Antioch, CA 94531-5007

File:P-2016-01743.ltr

LAND USE SUMMARY

LAND USE	UNITS	% OF TOTAL UNITS	AREA (AC)	% OF TOTAL AREA
40' x 100'	301	100%	33.2	34.4%
PARCEL A / ASSISTED LIVING	---	---	4.0	4.1%
PARCEL B / PARK / WATER QUALITY	---	---	3.0	3.1%
PARCEL C / WATER QUALITY	---	---	0.5	0.5%
OPEN SPACE	---	---	45.0	46.6%
ROAD / EVA	---	---	10.9	11.3%
TOTAL	301	100.0%	96.6	100.0%



SITE PLAN

ALBERS RANCH

A GATED ACTIVE ADULT COMMUNITY
CITY OF ANTIPOCH CONTRA COSTA COUNTY CALIFORNIA

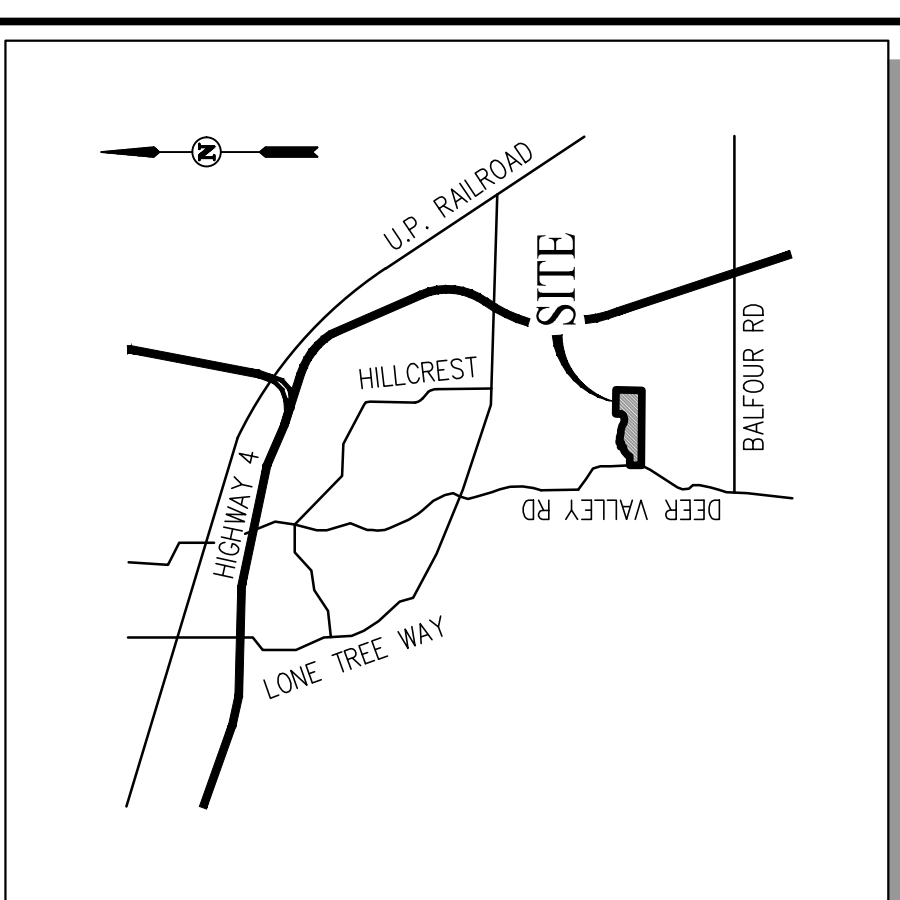
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2655 CAMINO RAMON, SUITE 950
SAN RAMON, CALIFORNIA 94583
(925) 986-0322
www.cbgi.com

SHEET NO. **1**
OF 3 SHEETS

SCALE: 1" = 150'

DATE: MAY 4, 2017

EARTHWORK			VOLUME (CY)
ROUGH GRADING	CUT/FILL		949,165
	CUT		1,044,081
	FILL		94,916
	SHRINKAGE (10%)		0
TOTAL			0



VICINITY MAP
NOT TO SCALE

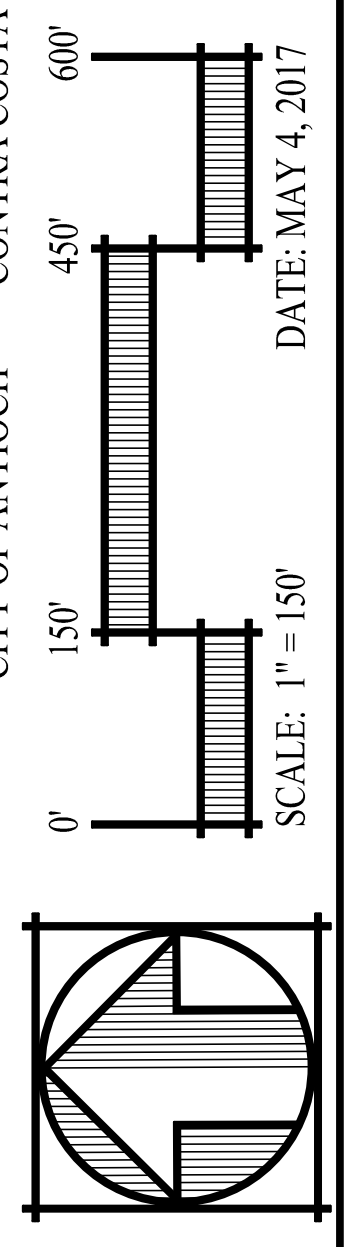
LEGEND

EXISTING	— 300 —	PROJECT BOUNDARY	— — —
	— 228 —	MAJOR CONTOUR LINE	— 300 —
		MINOR CONTOUR LINE	— 228 —
		RETAINING WALL	— — — — —
		BIORETENTION BASIN	[Stippled Area]

PRELIMINARY GRADING PLAN

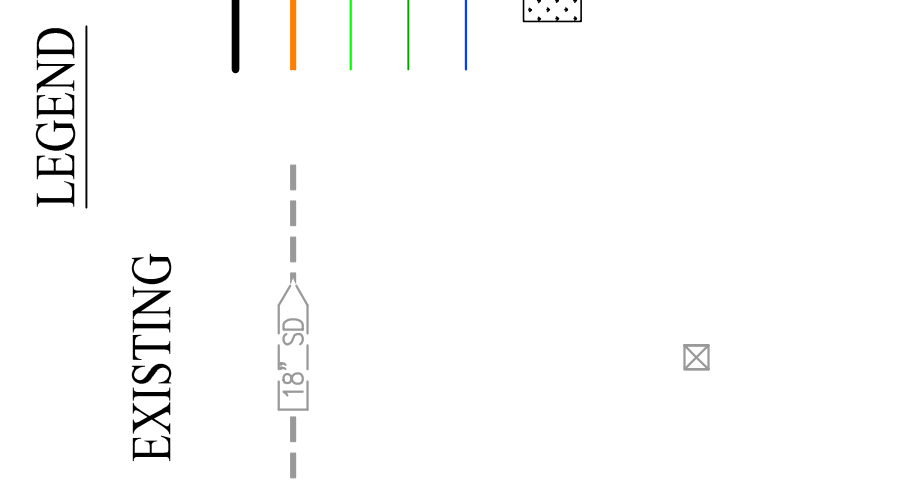
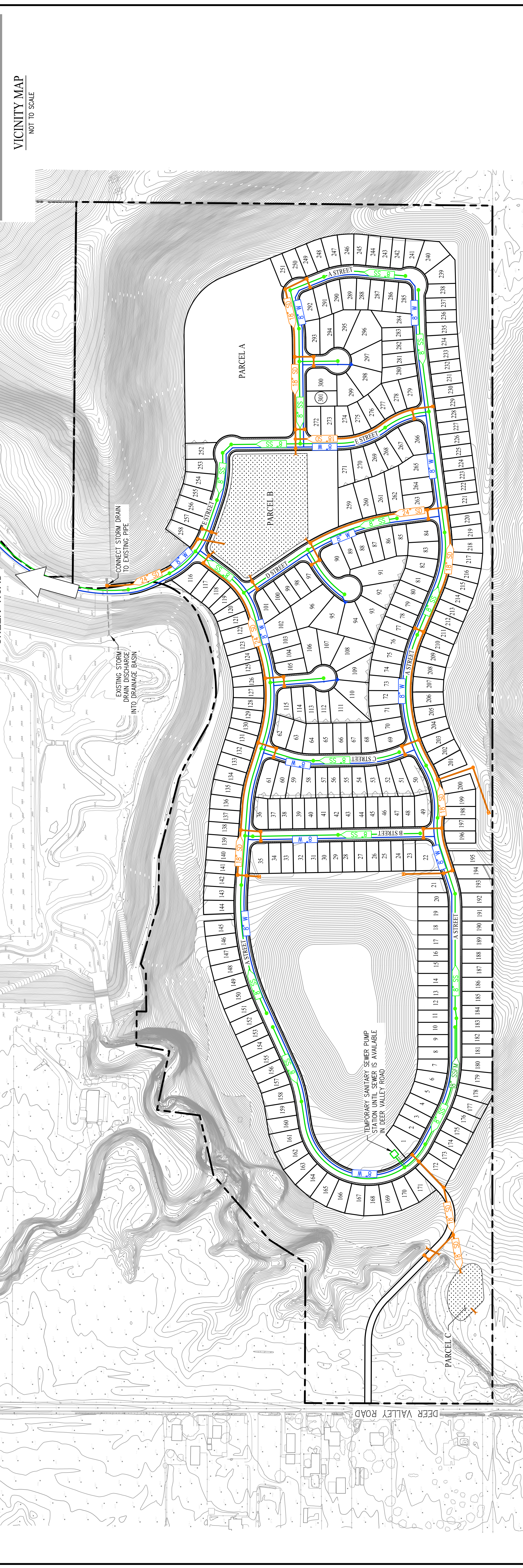
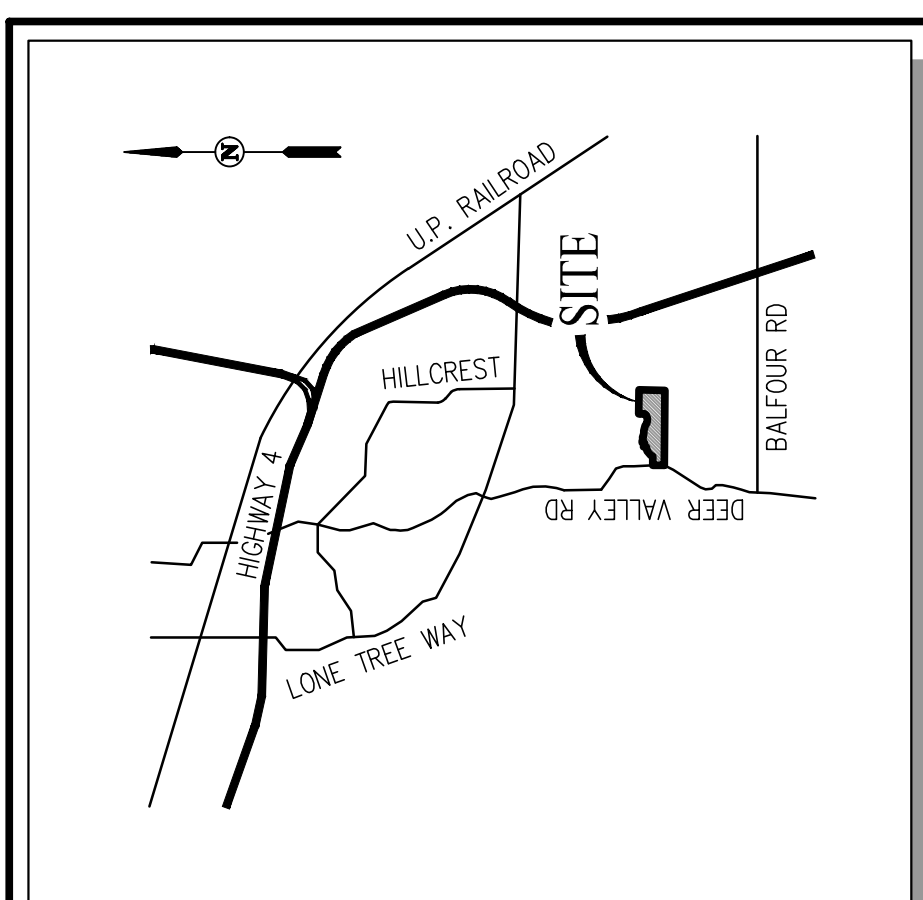
ALBERS RANCH

A GATED ACTIVE ADULT COMMUNITY
CITY OF ANTIPOCH CONTRA COSTA COUNTY CALIFORNIA



cbg
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2625 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583
(925) 986-0322
www.cbginc.com

SHEET NO. **2**
OF 3 SHEETS

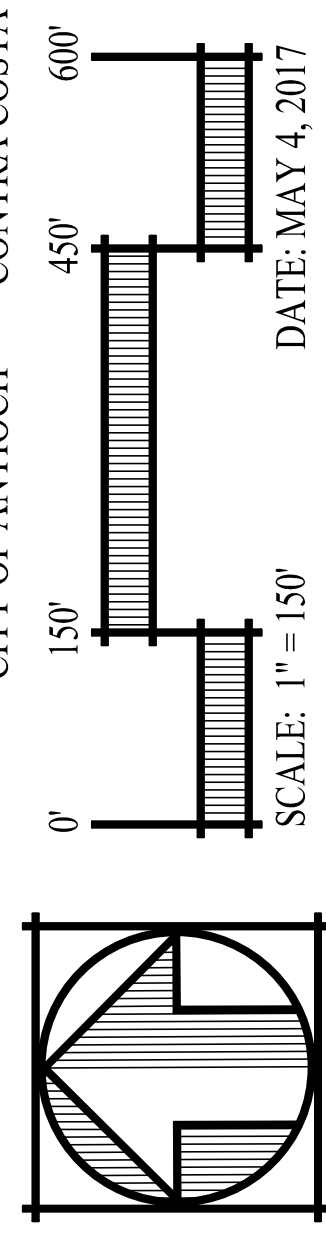


NOTES:

- PROPOSED PIPE SIZES ARE APPROXIMATE. FINAL GRADING AND UTILITY STUDY TO BE COMPLETED WITH TENTATIVE MAP DESIGN.
- EXISTING PIPE LOCATIONS ARE APPROXIMATE. ALL EXISTING UTILITY DATA TO BE VERIFIED PRIOR TO FINAL UTILITY DESIGN.

PRELIMINARY UTILITY PLAN

ALBERS RANCH
A GATED ACTIVE ADULT COMMUNITY
CITY OF ANTIPOCH CONTRA COSTA COUNTY CALIFORNIA



cbg
Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS
2825 CAMINO RAMON, SUITE 300
SAN RAMON, CALIFORNIA 94583
(925) 966-0322
www.cbg.com

SHEET NO. **3**
OF 3 SHEETS

ATTACHMENT "E"

CITY OF ANTIOCH PLANNING COMMISSION

**Regular Meeting
6:30 p.m.**

**September 6, 2017
City Council Chambers**

Chair Zacharatos called the meeting to order at 6:30 P.M. on Wednesday, September 6, 2017 in the City Council Chambers. She stated that all items that can be appealed under 9-5.2509 of the Antioch Municipal Code must be appealed within five (5) working days of the date of the decision. The final appeal date of decisions made at this meeting is 5:00 P.M. on Wednesday, September 13, 2017.

ROLL CALL

Present: Commissioners Husary, Motts, Turnage, Conley,
Vice Chair Parsons and Chair Zacharatos
Absent: Commissioner Mason
Staff: Director of Community Development, Forrest Ebbs
Contract Planner, Cindy Gnos
Interim City Attorney, Elizabeth Perez
Minutes Clerk, Kitty Eiden

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

None.

CONSENT CALENDAR

1. Approval of Minutes: July 19, 2017
August 2, 2017

On motion by Commissioner Conley, seconded by Commissioner Motts, the Planning Commission approved the minutes of July 19, 2017 and August 2, 2017, as presented. The motion carried the following vote:

AYES: Parsons, Husary, Motts, Turnage, Conley and Zacharatos
NOES: None
ABSTAIN: None
ABSENT: Mason

1A

11-1-17

E1

NEW PUBLIC HEARING

2. **Albers Ranch** - Applicant, Lucia Albers, has submitted a preliminary development plan for the development of a 96.6-acre development site located at the southern, central portion of the Sand Creek Focus Area along the southern boundary of the City of Antioch.

Director of Community Development Ebbs presented the staff report dated August 23, 201, recommending the Planning Commission receive the presentation of the project and offer direction to the applicant and staff.

- Reduce the units to 220
- Reduce grading and the preserve hills
- Work out Access issues
- Support a Fire station

In response to Commissioner Motts, Director of Community Development Ebbs explained property taxes in the area, per unit would be approximately \$350.00 short of the cost for manning a fire station. He noted if the project moved forward that issue needed to be addressed prior to it coming back for consideration. He further noted the project would be required to annex into the police CFD.

In response to Commissioner Parsons, Director of Community Development Ebbs explained that 5000 sq. ft. lots were the standard in the General Plan; however, smaller lots had been approved. He noted Aviano gave dedication of right-of-way that would allow the access road connection; however, the Flood Control District needed to grant permission for them to use the road for the project.

In response to Commissioner Conley, Director of Community Development Ebbs stated a fee was collected on new houses to fund new fire facilities.

In response to Commissioner Parsons, Director of Community Development Ebbs stated the concern related to emergency services was for EMT services needed in the project area and Kaiser, and Deer Valley High School were at the edge of their comfort zone in terms of response times.

In response to Commissioner Conley, Director of Community Development Ebbs stated there was no fee in place at this time to cover all operational fees; however, the Fire District was looking into establishing a fee for new projects.

In response to Commissioner Motts, Director of Community Development Ebbs stated he believed a project could be designed to meet the Americans with Disability Act (ADA) federally adopted consistent standard.

Chair Zacharatos opened the public hearing.

Mike Ramsey, Albers Ranch Project, gave a brief history of the project and stated they had been working with staff to develop a project reflecting the policies proposed for an amended General Plan Land Use Element, which they hoped Council would adopt. He noted if they choose not to adopt it, they intend to submit a General Plan Land Use Amendment to accomplish the project. He explained the access road connected to the Alber's project and an easement was put in place to connect the project to Sand Creek Road; however, subsequent to that, the Flood Control District changed the configuration of the detention basin and encroached into the area. He noted that issue needed to be resolved with the Flood Control District. He further noted they had had conversations with the Fire District acknowledging their concerns regarding servicing an aging community. He commented that their project was dedicated to senior housing, which included an assisted living facility and other amenities. He stated they were below the unit count if proposed policies were approved by Council. He noted the hillside was farmland and no native species were in the area. He further noted they proposed grading to allow for fill to be used. He gave a PowerPoint presentation of the Albers Ranch Active Senior Housing Proposal and noted that with a project devoted to the senior population, it was worth taking a second look at the regulations and exercising flexibility when the plan came back for final review.

In response to Commissioner Conley, Mr. Ramsey explained grading of the hillside was needed to build up low areas for the pads and provide gravity flow for the sewer system. He clarified that the grading encroachment into the 125 foot creek setback was outside of the detention basin and was necessary to build up the pads and reinforce the ground for approximately 20 homes. He reported the Flood Control District was concerned with maintaining the integrity of the dam with utilities in the shared roadway. He noted engineers would make the determination on whether the roadway would support their utilities, pending the outcome of this evening's meeting. He stated looking at the project in the context of the proposed General Plan; it was under the amount of units they would be eligible to build and if it became necessary, they would request a general plan amendment for the project.

In response to Commissioner Motts, Mr. Ramsey explained that in talking with staff regarding the value of assisted living next to a dedicated senior project, staff recommended Assisted Living be allowed under the proposed policies and without those numbers of units being counted against the total unit count available.

Commissioner Turnage suggested the applicant consider incorporating the emerging trend for fire departments that separates ladder companies from emergency responders for medical related calls.

Mr. Ramsey responded that it was an excellent suggestion and he would follow up.

Vice Chair Parsons also responded that the Fire Chief had indicated they had planned to implement the program as described by Commissioner Turnage.

In response to Commissioner Motts, Mr. Ramsey reported they would site a lift station until sewer was available in Deer Valley Road. He stated staff's willingness to consider lift stations in the project would open up opportunities for them to follow up on to assist with the grading issue.

Vice Chair Parsons suggested the applicant consider allowing parking on only one side of the roads.

In response to Commissioner Conley, Director of Community Development Ebbs stated the area to the south was the Ginochio property, outside of the City's sphere of influence and the General Plan acknowledged it as an area that could be developed.

Joel Devalcourt, thanked staff for the report and stated concerns regarding police, fire, and emergency services needing to be addressed. He also noted the removal of the top of the hill would be disregarding the City's General Plan Hillside Development Ordinance and needed environmental analysis. He suggested the project be sent back and return when the outstanding issues were resolved.

Mary Rocha, Antioch resident, spoke in support of the project's senior housing concept noting the outstanding issues could be resolved and the result would be a win/win for the City and residents.

Evan Goman, Save Mount Diablo, stated he was in agreement with the staff report and grading of the hillside was not consistent with the hillside protections described in the General Plan or the Sand Creek Focus Area Guidelines. He noted removing the hills as a cost effective solution for the developer was not feasible. Additionally, he noted the slopes were too steep. He spoke in support of maintaining the hillsides and stated he was opposed to the project.

Alan Iannaccone, spoke in support of the project noting senior housing was a needed amenity for residents who were aging and retiring in the community. He stated grading of the hillside would have a minimal impact.

Lucia Albers stated she has lived in the area for over 45 years and there was a need for a gated senior housing development in Antioch. She noted they needed 301 units and 4000 sq. ft. lots because it was expensive to bring utilities, and further noted that the lot size proposed was appropriate for senior housing. She stated the road was set to provide access; however, afterward Flood Control exercised eminent domain on her land taking approximately 7-acres which eliminated over 20-units. She reported the Flood Control District indicated they would cooperate with their development and they were working toward a solution for access.

Monte Albers, spoke to the value of providing senior housing for aging residents in Antioch.

Chair Zacharatos closed the public hearing.

Vice Chair Parsons stated the outstanding issues needed to be addressed; however, she was in support of the concept of a senior housing community.

Commissioner Motts stated that while he understood the need for senior housing, he felt there were major issues with the project being incompatible with the General Plan. He recognized staff for detailing the issues and stated he could support a plan with major changes and some compromises. He noted it was constrained by the location and having to deal with multiple agencies to work through the issues.

Commissioner Conley stated the City was required to provide housing for all aspects of the community including senior housing which they currently lacked. He noted that although there were major issues, he believed the City should support it and try to resolve access issues related to the Flood Control District. He noted he believed the project should adhere to the 125 feet creek setback requirement. Additionally, he felt grading for the project would not impact the reptilian corridor. He discussed the need for senior housing and because of that, felt the major issues should be worked on with the City's support.

Commissioner Turnage stated he felt the larger issues related to the project were outside of the City's purview. He noted the Fire District's interest in separating medical calls and perhaps locating an EMT substation in the area could elevate concerns related to those impacts. He stated the hill may need to remain. He discussed the need for senior housing in Antioch.

Commissioner Motts stated the mass grading proposed for the project area was a concern and would require an EIR. He suggested the applicant consider alternatives to grading of the hillside. He stated a project that comes forward without requiring amendments or exceptions to the General Plan would enhance their chance for approval.

Chair Zacharatos stated that she liked the concept of assisted living adjacent to independent senior living; however, there were larger issues for the developer to overcome. She stated she was not in favor of mass grading on the project site.

3. **The Ranch** - The City of Antioch will hold a public scoping meeting to receive verbal comments on the Notice of Preparation to prepare an environmental impact report (EIR) for the proposed The Ranch Project. 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 site is identified by Assessor's Parcel Numbers (APNs) 057-010-002-4, 057-010-003-2, and 057-021-003-9.

Director of Community Development Ebbs introduced Public Hearing Item #2.

Contract Planner Gnos gave an overhead presentation and presented the staff report dated September 6, 2017 recommending the Planning Commission receive public comments on the Notice of Preparation (NOP) of the Draft Environmental Report (EIR) for The Ranch Project.

In response to Commissioner Motts, Contract Planner Gnos clarified comments would be welcomed from the Planning Commission, as well as those in attendance this evening.

Chair Zacharatos opened the public hearing.

Joel Devalcourt requested the EIR consider the following impacts:

- Regional air quality issues related to adding significant residential development at the edge of the City's current build-out footprint
- Antioch and Contra Costa County's ability to meet the State's greenhouse gas emission targets and those reductions
- Change in land uses and associated General Plan changes that could affect traffic and residential uses including the removal of the golf course to add more residential development
- Proposals for public transportation
- Cumulative growth impacts from the proposal to extend roadways particularly Street "B"
- Induced growth at other parcels west of Empire Mine Road by providing vehicular access and proximity to utility infrastructure
- Riparian habitat
- Building on flood plains
- Ground water and creek water resources
- Water supply in East Contra Costa and whether water could be provided for the development
- Consider extensive drought condition analysis
- Grading impacts
- Special status species
- Newly created parks south of The Ranch and different corridors for habitats connecting throughout the area
- Aesthetic impacts such as the significant and irreversible impacts on the foothills and summit view sheds of Mt. Diablo
- Fire and Police Protection impacts for existing residents of Contra Costa and Antioch

Tina Gatillo requested the EIR consider the following impacts:

- Traffic and transportation relating to Highway 4 and main streets leading into and out of the area
- Public services, safety and emergency response
- Schools

- Biological impacts for unique and endangered plants and animals
- Aesthetics for existing residents
- Topography of hill for residents and visitors
- Hydrology watershed at Sand Creek
- Flood zone area and drought analysis
- Noise and recreation as well as obstructed views for existing residents and views from EBRPD and Empire Mine Road
- Air quality

Allen Payton, Antioch resident, gave a brief history of the project area noting that historically the plans anticipated many more residential units; therefore, the city had the necessary infrastructure to support the project. He urged the City to move forward and not be too concerned with the impacts outside of the area.

Sophia Shafer requested the EIR consider the following impacts:

- Changes to BART service and impacts on traffic
- Police and Emergency response times and costs associated with providing services

Evan Gorman Save Mount Diablo requested the EIR consider the following impacts:

- Effects of developing on the hillside
- Analysis of a local water conservation plan should it be suggested by the developer
- Impact on regional climate goals, Bay Area Air Quality Management District (BAAQMD) regulations, SB375, and Plan Bay Area

Chair Zacharatos closed the public hearing.

In response to Commissioner Motts, Consultant Gnos clarified the EIR analysis would follow guidelines required by the state related to water consumption and they had hired an expert in water to prepare the analysis that she would incorporate into the document. Additionally, she noted the traffic analysis would consider existing conditions and the cumulative impacts. She further noted if it was found that the project had impacts, there would be recommended mitigation measures.

In response to Commissioner Conley, Director of Community Development Ebbs explained Roddy Ranch was enabled by the voters and the ballot measure included 700 homes. He noted the current ownership by East Bay Regional Parks District had permanent deed restrictions that prohibited development; however, the entitlement remained valid. He noted this issue needed to be resolved.

In response to Commissioner Motts, Director of Community Development Ebbs explained if the General Plan Land Use Element Update proceeded with an addendum

or supplemental EIR, it would not affect the project specific analysis being discussed this evening.

ORAL COMMUNICATIONS

Director of Community Development Ebbs announced Brown Act Training would be held at 3:00 P.M. on October 3, 2017 in Council Chambers. He encouraged Planning Commissioners to attend.

WRITTEN COMMUNICATIONS

None.

COMMITTEE REPORTS

Commissioner Motts reported the Transplan meeting had been cancelled.

ADJOURNMENT

Chair Zacharatos adjourned the Planning Commission at 8:17 P.M. to the next regularly scheduled meeting to be held on September 20, 2017.

Respectfully Submitted,
Kitty Eiden



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LBF*

SUBJECT: Adoption of a Resolution to Approve a Power Purchase Agreement for the Lone Tree Golf Course Solar Photovoltaic System (P.W. 699-1)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the City Manager to negotiate and execute a Power Purchase Agreement with ForeFront Power for a Photovoltaic System at the Lone Tree Golf Course.

STRATEGIC PURPOSE

This item supports Strategy N-2 by providing lower cost energy through solar generation. The electricity generated from the proposed solar facility will offset a significant portion of the electricity expenses at the Lone Tree Golf Course.

FISCAL IMPACT

The Power Purchase Agreement (PPA) is expected to provide cost savings in the amount of \$23,423 over the first year through reduced energy costs at the Lone Tree Golf Course. This amount increases in subsequent years, as the cost of utility purchases increase over time while the City's rate declines, under the terms of the agreement. Savings over the 20-year term of the agreement is projected to be \$1,884,411.

DISCUSSION

The City is considering the installation of Solar Photovoltaic (PV) systems at the Lone Tree Golf Course to meet a portion of the facilities' energy requirements. Solar PV systems would offset electricity use at the facility with the primary objective of reducing electricity costs at the site.

Staff consulted with the Lone Tree Golf Course to develop a request for proposals (RFP) for the proposed work and on August 25, 2017, staff released a RFP for the design, installation, operations, and maintenance of solar photovoltaic systems for the Lone Tree Golf Course. The RFP specified acceptable locations for solar systems and requested prospective companies to propose a system that achieved a stipulated production target. A pre-submission conference and site walk was held on

August 31, 2017 to provide companies an opportunity to inspect the sites, validate information provided in the RFP, and ask questions.

On September 22, 2017, a total of three proposals were received from ForeFront Power, REC Solar, and Solar Technologies. Staff, along with ARC Alternatives, an independent energy consultant hired by the City, conducted a comprehensive analysis of each proposal, considering the company's qualifications, experience, technical approach, proposed pricing, and financial strength. Based on the contents of their proposal, Staff recommends the award of a PPA to ForeFront Power.

As required in the RFP, each Proposer submitted proposals for a direct sale of the system to the City and a PPA. In the case of ForeFront Power, the total lifecycle costs of both options were about the same. City staff and ARC Alternatives recommend proceeding with the PPA over the purchase of the system because the PPA does not require the City to incur any debt. ForeFront ownership of the system under the PPA relieves the City of responsibility for maintaining the asset, and the City does not bear the risk of system underperformance because it is responsible for paying only for the electricity generated by the system; if there are shortfalls, the City pays less.

Under the PPA, ForeFront Power would design, build, finance, own, operate and maintain a 380 kW solar facility at the Lone Tree Golf Course. The City receives benefits in the form of utility bill savings at Lone Tree Golf Course. Separate from the proposed PPA, the City intends to work with the management of Lone Tree Golf Course to develop the specific mechanism by which these benefits will accrue to the City. This will likely be in the form of an amended operations agreement.

The proposed PPA rate is \$0.1685/kwh for the power generation cost at -1% annual escalator for 20 years. Potential savings to the City will be greater as utility electricity generation cost increases while the City's rate declines under the terms of the agreement. The solar facility helps the City to use alternative energy sources and significantly reduce its carbon footprint. Assuming successful execution of the agreement, the City will continue to add to its renewable portfolio and realize the significant economic and environmental benefits of solar generation.

ARC Alternatives, along with ForeFront Power, submitted the project's interconnection application to PG&E to secure the City's eligibility for time-of-use (TOU) grandfathering. TOU grandfathering shields the City from pending changes to PG&E's rate structure that would reduce the benefits of the solar system.

The Lone Tree Golf Course General Manager and Board have been apprised of the proposed project, selected the preferred location for the facilities, and are in favor of seeing the City Council approve the project in order to achieve cost savings to the golf course operating costs. Attachment B includes a letter of support for this project from the Lone Tree Golf Course. ForeFront Power is obligated to go through a structured design review process with the City, culminating in the City issuing a building permit. The PPA anticipates the commencement of construction in early spring, which would place the project in-service by June 1.

ATTACHMENTS

A: Resolution

B: Letter of Support from Lone Tree Golf Course

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER PURCHASE
AGREEMENT WITH FOREFRONT POWER FOR THE LONE TREE GOLF COURSE
SOLAR PHOTOVOLTAIC SYSTEM
P.W. 699-1**

WHEREAS, Government Code section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines they are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the City of thermal, electrical or other energy that would have been consumed by the City in the absence of those purchases; and

WHEREAS, the City requested proposals from qualified contractors to design and construct solar systems at one City site and, based on the overall proposed project cost and cost-savings, among other factors, selected FFP BTM Solar, LLC (ForeFront Power) to design, construct, own, and operate the photovoltaic system under a Power Purchase Agreement ("Agreement"); and

WHEREAS, ForeFront Power has completed an assessment of the City's current energy usage and projected energy usage with and without the installation of PV systems and recommends the installation of a 340 kWdc photovoltaic system at the Lone Tree Golf Course, located at 4800 Golf Course Rd., Antioch, CA 94531 (the "System"); and

WHEREAS, ForeFront Power has analyzed the energy needs of the Site and has represented that provision of the System on the site will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the City (Cost Savings); and

WHEREAS, based upon the information provided by ForeFront Power, the City's consultant, ARC Alternatives, has prepared an energy cost analysis, a copy of which is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, the City desires to proceed with the construction of the System in order to generate energy cost savings and meet the sustainability goals of the City; and

WHEREAS, in accordance with Government Code section 4217.10 *et seq.*, on December 22, 2017, the City posted a notice of a public hearing at which the City's governing body would consider these energy service contracts; and

WHEREAS, on January 9, 2018, pursuant to Government Code section 4217.10 *et seq.*, the Council held a public hearing at a regularly scheduled Council meeting, with respect to the City entering into energy service contracts; and

A1

WHEREAS, based upon the reports and analysis presented, the anticipated cost to the City for solar energy that is generated by the System will be less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of the System; and

WHEREAS, the City desires to enter into the Agreement, through which ForeFront Power would provide, design and install and own the System pursuant to the terms and conditions of the Agreement.

NOW, THEREFORE, BE IT RESOLVED that it is found, determined and resolved by the City Council as follows:

1. The above recitals are true and correct;
2. The City held a public hearing at a regularly scheduled meeting of the Council for which notice was given not less than two weeks in advance;
3. Based upon all available information reviewed by the City in connection herewith, and pursuant to Government Code section 4217.12, the Council hereby determines that the anticipated cost to the City contemplated by the Agreement with ForeFront Power will be less than the anticipated marginal cost to City of electrical or other energy that would have been consumed by City in the absence of such purchases of solar energy generated by the Systems;
4. Based upon all available information reviewed by the Council in connection herewith, and pursuant to Government Code section 4217.12, the Council hereby determines that it is in the best interests of the City to enter into the Agreement with ForeFront Power;
5. The City Manager and designees are authorized to enter into the Agreement with ForeFront Power, and related agreements and documents, including but not limited to Interconnection and Net Metering Agreements with Pacific Gas and Electric, and to take all steps and perform all actions necessary to enter into the Agreement with ForeFront Power, and to take any actions deemed necessary to protect the interests of the City;
6. The Energy Services Contract shall be for the following cost of energy produced by the solar system: \$0.1685 per kWh, with an annual escalation factor applied to that rate of -1%.

* * * * *

A2

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 9th day of January 2018, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



01/02/18

To: Scott Buenting, Project Manager
From: Ron Parish, PGA General Manager Lone Tree Golf & Event Center,
LTG&EC Board of Directors: President Sal Sbranti,
Kim Sloat, Dominic DeBellis, Martin Gonsalves, Joe Bittner
Re: Proposed Solar for the business of Lone Tree Golf & Event Center

Dear Scott,

It is with great enthusiasm that we have reviewed your staff report to the Mayor and City Council with regards to the Power Purchase Agreement and the installation of a Solar Photovoltaic System at Lone Tree Golf & Event Center. The pursuit of solar for LTG&EC is something our business has had great interest in for over 6 years. As you know, our facility electricity usage is significant with an 18-hole Championship Golf Course and our Clubhouse, Restaurant, and Event Center.

As your report has identified, the opportunity for financial savings through solar power are significant. These opportunities realized will help our business compete and be more economically viable. In particular, we have hopes that the savings will help us be better able to support much needed Capital requirements that will further support our objective of maintaining a facility for the City that is of a first rate quality and condition.

The positive public perception of solar will also be an additional benefit for LTG&EC and the City of Antioch. With solar power's known environmental benefits for reducing carbon emissions, the already positive and progressive reputation of the facility and the city will only be further enhanced. A perception that benefits all in the community and our business.

We compliment the city and yourself on the thorough RFP process and review of vendors. We are in full support of finalizing and pursuing this commitment to further benefit the business of LTG&EC as well as the community of Antioch.

Respectfully submitted,


Ron Parish, PGA General Manager &
LTG&EC Board of Directors: President Sal Sbranti
Kim Sloat, Dominic DeBellis, Martin Gonsalves, Joe Bittner



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Derek Cole, Interim City Attorney 

SUBJECT: Resolution of the City Council of the City of Antioch Declaring the Necessity to Commence Eminent Domain Proceedings for Acquisition of a Portion of Assessor Parcel No. 056-130-012 for Extension of Prewett Ranch Road

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution of the City Council of the City of Antioch Declaring the Necessity to Commence Eminent Domain Proceedings for Acquisition of a Portion of Assessor Parcel No. 056-130-012 for Extension of Prewett Ranch Road.

STRATEGIC PURPOSE

The proposed action is consistent with Strategy N-1: Effectively and efficiently provide legal services in support of the City's policies, procedures, and initiatives.

FISCAL IMPACT

In accordance with the applicable Development Agreement (described below), Meritage Homes is required to reimburse the City for all costs associated with the acquisition of the property to be acquired by eminent domain. A separate reimbursement agreement has been prepared for Meritage Homes to ensure it complies with this obligation.

DISCUSSION

In January 2016, the City Council approved a Development Agreement with Mission Creek Homes, Inc. regarding the development of 117 units on about 20 acres of property located on the west side of Heidorn Ranch Road. The original developer, Mission Peak, Inc., has transferred all its rights and interests in the proposed development to Meritage Homes of California, Inc. In August 2017, the City accepted the assignment of rights to Meritage.

As part of this development, the City must acquire the property located at the east side of Heidorn Ranch Road to extend the end of Prewett Ranch Drive (part of the new development) to that road in accordance with the conditions placed on Meritage's development project. (These obligations are created by Sections 2.7 and 3.2 of the Development Agreement.) The portion of the property to be acquired for this road extension is owned by West Coast Home Builders, Inc.

For purpose of the proposed condemnation, the City Attorney's Office retained an, who assigned a fair market value of \$240,000 to the portion of the Property to be acquired. An offer from the City to acquire the portion of the property for this amount was made, but was not accepted. Separately, Meritage attempted to negotiate resolution of the acquisition of the necessary land with the property owner, but was not successful.

Because efforts to obtain a sale or voluntary acquisition of the property have failed, the City must now file an eminent domain action, which will allow the City to proceed with acquiring the necessary property while the fair market value of that property is determined by the court. Before an eminent domain case can be filed, the City Council must adopt, by at least a 4/5 vote, a "Resolution of Necessity." This resolution makes certain findings required by state law and authorizes the City Attorney to begin the condemnation proceedings.

It must be emphasized that the price to be paid for the property is NOT the subject of this hearing. This hearing has the sole purpose of determining whether the statutory findings can be made, as indicated below.

Statutory Findings:

The statutory findings required to be made, and the facts supporting the making of the findings, are as follows:

1. *The project is planned and located in a manner that will be most compatible with the greatest public good and the least private injury.*

Facts: Yes, the acquisition of the land is necessary to complete a road extension required by the terms and entitlements governing the Meritage Homes Development Project. This project—including the condition of the project requiring road extension—was subject to extensive public and environmental review.

2. *The taking of the project is necessary for the proposed project.*

Facts: Yes, without the acquisition of the property at issue, Meritage Homes cannot complete its development in accordance with its conditions of approval.

3. *The offer to purchase required by California Government Code Sec. 7267.2 was made to the owners of the property interests.*

Facts: Yes, a written offer to acquire the listed portion of the property at the fair market value as determined by the MAI appraiser was made on November 14, 2017. A deadline of December 15, 2017 was given for acceptance of the offer. The City received no response to its written offer.

4. *The necessary notice of this hearing was given as required by Code of Civil Procedure Sec. 1245.235.*

Facts: Yes, the notice was mailed by the City Clerk on December 21, 2017. In addition, notice of this hearing was given in the East Bay Times on December 22, 2017.

5. *The City of Antioch has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain.*

Facts: Yes, as outlined in this staff report.

6. *The City of Antioch has complied with all provisions of the California Environmental Quality Act for the project.*

Facts: Yes, through association with the environmental review conducted for the Meritage Homes project, all environmental impacts associated with the acquisition of the referenced property have been analyzed and mitigated.

7. *If any portion of the property is appropriated for a public use, the public uses are necessary and paramount pursuant to Code of Civil Procedure Sec. 1240.610, or alternatively, will not unreasonably interfere with or impair the continuance of the public use as it then exists or can be reasonably expected to exist in the future.*

Facts: Yes, the portion of the Property to be acquired will be used for a public road extension. Presently, the land to be acquired is vacant.

ATTACHMENTS

A. Resolution

Exhibit A to the Resolution – Legal Description

B. Development Agreement

RESOLUTION NO. 2018/**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
DECLARING THE NECESSITY TO COMMENCE EMINENT DOMAIN PROCEEDINGS
FOR THE ACQUISITION OF EAST SIDE OF HEIDORN RANCH ROAD,
EXTENDING TO THE END OF PREWETT RANCH DRIVE**

WHEREAS after consideration of the staff report, staff presentation, discussion, oral testimony, and evidence presented at the hearing on the date of the adoption of this Resolution, all of which are incorporated as if set forth herein, the City Council of the City of Antioch by vote of at least two-thirds of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES that:

- a) The public interest, convenience and necessity require the proposed project, to wit: Acquisition of the fee interest in the property located at the east side of Heidorn Ranch Road, extending to the end of Prewett Ranch Drive, Antioch, California, and all uses appurtenant thereto ("Project"); and
- b) The portion of the real property to be acquired fee simple is described and depicted in Exhibit "A" ("Property"). The Property is located within the City of Antioch, County of Contra Costa, State of California.
- c) The use of eminent domain to acquire the Property is authorized by Streets & Highways Code Sec. 10102;
- d) The Project is planned and located in a manner that will be most compatible with the greatest public good and least private injury; and
- e) The taking of the Property is necessary for the proposed project and such taking is authorized by Section 19, Article I of the California Constitution, Section 1230.010 *et seq* of the California Code of Civil Procedure, and other applicable law; and
- f) The offer to purchase required by California Government Code Sec. 7267.2 was made to the owners of the Property interests; and
- g) The necessary notice of this Resolution has been given, as required by Code of Civil Procedure section 1245.235;
- h) The City of Antioch has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the property interests described herein; and
- i) The City of Antioch has fully complied with all provisions of the California Environmental Quality Act for the Project; and

WHEREAS the City Council hereby declares that it is its intention to acquire the Property in the name of the City of Antioch in accordance with the laws of the State of California governing condemnation proceedings; and

WHEREAS the City Council further finds that if the Property has been appropriated to some public use, the public uses to which it is to be applied by the City, as described above, are more necessary and paramount public uses, pursuant to Code of Civil Procedure Sec. 1240.610 or, alternatively, will not unreasonably interfere with or

RESOLUTION NO. 2018/**

January 9, 2018

Page Two

impair the continuance of the public use as it then exists or may reasonably be expected to exist in the future, pursuant to Code of Civil Procedure Sec. 1240.510.

NOW, THEREFORE, BE IT RESOLVED that the City Attorney is authorized and directed to prepare, institute, and prosecute in the name of the City of Antioch such proceedings in the proper Court having jurisdiction thereof as may be necessary for the acquisition of said Property, including the filing of a motion for an Order of Possession prior to judgment.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Antioch at a regular meeting held on the 9th day of January, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT A

MAY 4, 2017
JOB NO.: 2245-000

**EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION- PREWETT RANCH DRIVE
PARCEL B, 48 PM 45
ANTIOCH, CALIFORNIA**

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL B, AS SAID PARCEL B IS SHOWN AND SO DESIGNATED ON THE PARCEL MAP FILED OCTOBER 6, 1976, IN BOOK 48 OF PARCEL MAPS, AT PAGE 45, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERN CORNER OF SAID PARCEL B;

THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID PARCEL B, SOUTH 89°27'39" EAST 1161.04 FEET (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS SOUTH 89°27'39" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) TO THE WESTERN LINE OF HEIDORN RANCH ROAD (FORMERLY SAND CREEK ROAD);

THENCE, ALONG SAID WESTERN LINE, SOUTH 00°32'21" WEST 25.00 FEET TO THE NORTHERN LINE OF PARCEL A, AS SAID PARCEL A IS SHOWN AND SO DESIGNATED ON SAID MAP (48 PM 45);

THENCE, ALONG SAID NORTHERN LINE, NORTH 89°27'39" WEST 620.19 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A;

THENCE, LEAVING SAID NORTHWEST CORNER, ALONG THE WESTERN LINE OF SAID PARCEL A, SOUTH 00°39'03" WEST 5.00 FEET;

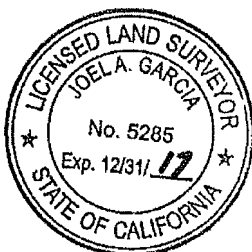
THENCE, LEAVING SAID WESTERN LINE, NORTH 89°27'39" WEST 554.79 FEET TO THE WESTERN LINE OF SAID PARCEL B;

THENCE, ALONG SAID WESTERN LINE, NORTH 25°27'50" EAST 33.08 FEET TO SAID POINT OF BEGINNING.

CONTAINING 0.73 ACRES OF LAND, MORE OR LESS.

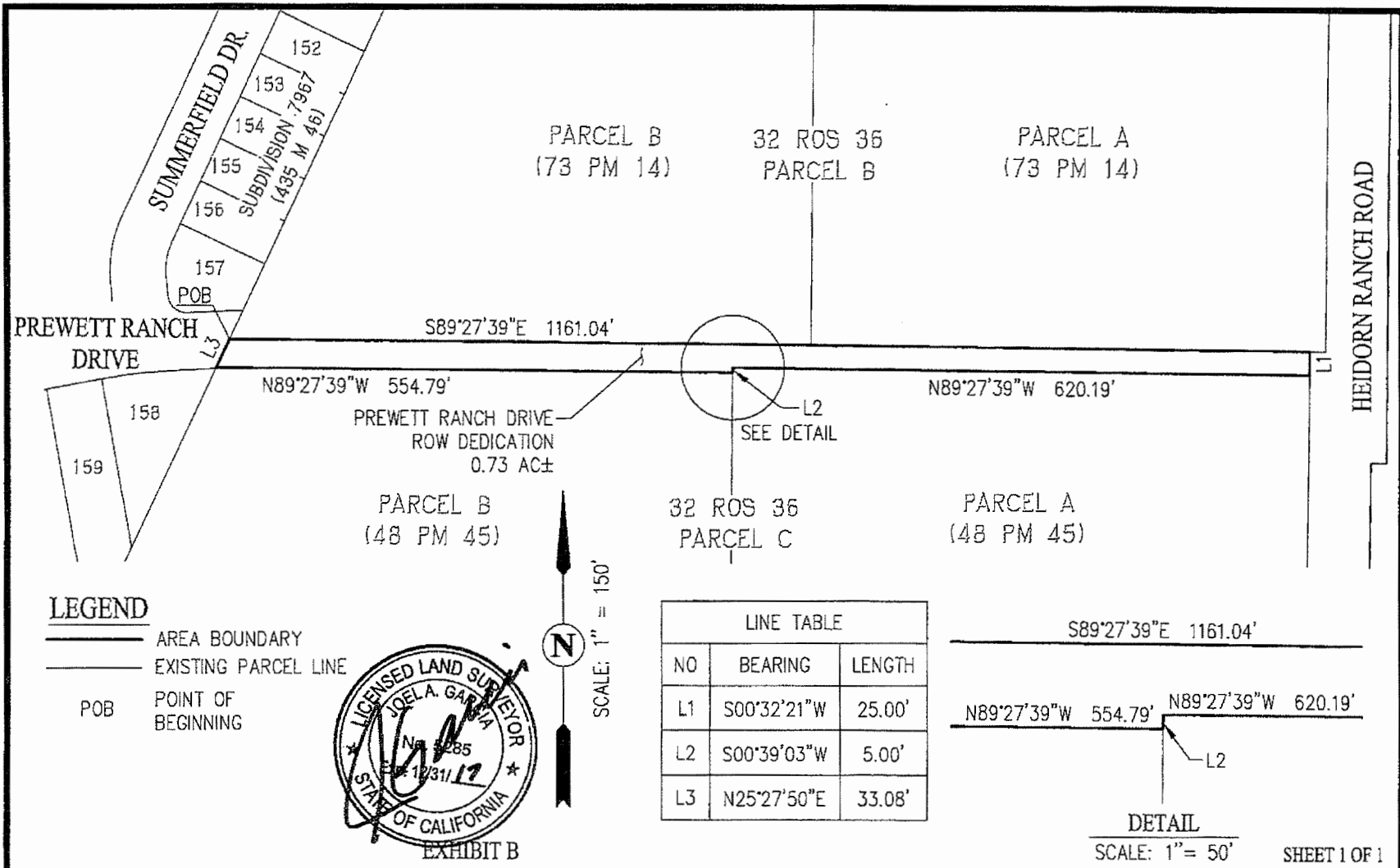
ATTACHED HERETO IS A PLAT (EXHIBIT B) TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



Joel Garcia

JOEL GARCIA, P.L.S.
L.S. NO. 5285
05-04-2017

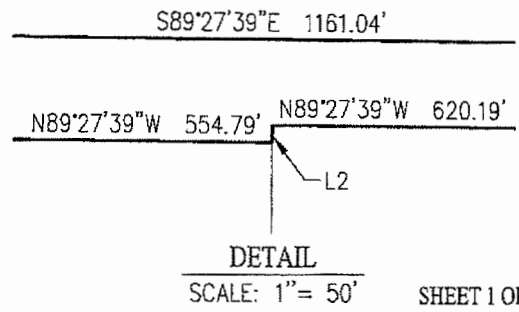


LEGEND

- AREA BOUNDARY
- EXISTING PARCEL LINE
- POB POINT OF BEGINNING



LINE TABLE		
NO	BEARING	LENGTH
L1	S00°32'21"W	25.00'
L2	S00°39'03"W	5.00'
L3	N25°27'50"E	33.08'



PLAT TO ACCOMPANY LEGAL DESCRIPTION

RIGHT OF WAY DEDICATION
 PREWETT RANCH DRIVE
 CONTRA COSTA COUNTY, CALIFORNIA
 MAY 4, 2017

Carlson, Barbee & Gibson, Inc.

CIVIL ENGINEERS • SURVEYORS • PLANNERS
 WWW.CBANDG.COM

- SAN RAMON • (925) 866-0322
- WEST SACRAMENTO • (916) 375-1877

6/4/2017 3:36 PM

70



CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk - Recorder
DOC - 2017 - 0036179 - 00



Tuesday, FEB 28, 2017 14:02:56
FRE \$0.00
Ttl Pd \$0.00 Nbr-0002859874 mom / R3 / 1-70

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)
Exempt from Recording Fees Pursuant to Gov. Section 27383

**DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF ANTIOCH
AND
MISSION PEAK HOMES, INC.**

THIS DEVELOPMENT AGREEMENT ("**Agreement**") by and between the City of Antioch, a municipal corporation ("**City**") and Mission Peak Homes, Inc., a California corporation ("**Developer**") (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 February 1, 2017, (the "**Effective Date**") in the following factual context:

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 has an interest in that approximately 20.3 acres of real property located in the City of Antioch, Contra Costa County more particularly described in Exhibit A (the "**Property**") which it plans to develop as a single-family residential subdivision of 117 units (the "**Project**").

C. In order to effectuate development of the Project, Developer has submitted an application for a Rezoning as required under the Planned Development zoning ("**Rezoning Amendment**"), a Use Permit, a vesting tentative map to subdivide the Property ("**Tentative Map**") and design review approvals. The approvals listed above are sometimes referred to as "**Project Approvals**" and are set forth in Exhibit B.

D. An Initial Study/Mitigated Negative Declaration was prepared in accordance with CEQA to provide the environmental analysis on the Project Approvals. Any mitigation conditions imposed on the Project by the terms of the Initial Study/Mitigated Negative Declaration shall also be included as a part of the Project Approvals.

E. Developer and the City desire to enter into this Agreement to vest Developer with the right to develop the Property consistent with the Project Approvals. In exchange for the

covenants contained in this Agreement and the continued commitment of Developer to continue to provide the benefits described in the Project Approvals and any other necessary approvals required by the City that are consistent with and necessary to implement the Project Approvals (“**Subsequent Approvals**”), when and if the Project proceeds, and in order to encourage the investment by it necessary to do so, 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.

F. On November 4, 2015, at a duly noticed public hearing, the Planning Commission considered and recommended approval of the Mitigated Negative Declaration, Rezoning Amendment, Use Permit, Tentative Map and this Agreement to the City Council pursuant to Resolution No. 2015/25.

G. On January 12, 2016, at a duly noticed public hearing, the City Council approved the 1) Mitigated Negative Declaration pursuant to Resolution No. 2016/05, 2) Rezoning Amendment pursuant to Ordinance No.2111-C-S, 3) Use Permit pursuant to Resolution No. 2016/06, and 4) Tentative Map pursuant to Resolution No. 2016/06.

H. The City Council has found that, among other things, this Agreement and the Project Approvals, are consistent with its General Plan and has been reviewed and evaluated in accordance with California Government Code §§65864 *et seq.*

I. On January 26, 2016, at a duly noticed public hearing, the City Council adopted Ordinance No. 2110-C-S approving this Agreement, a copy of which is attached as Exhibit C.

AGREEMENT

In this factual context and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 TERM AND APPLICABLE LAW

The term of this Agreement shall commence as of the Effective Date and continue for ten years from the Effective Date (the “**Term**”). 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.

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. However, if Developer proceeds, it shall comply the Applicable Law, as defined below in Section 2.2.

2.2. Applicable Law. The rules, regulations, and official policies governing permitted uses of the Property, density, maximum height and size of buildings and improvement requirements applicable to development of the Property shall be the ordinances, rules, regulations, and official policies in force on 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.

2.3. Development Fees. Developer shall pay when due all applicable development fees in effect as of the Effective Date, and shall pay such fees at the rates and in the amounts applicable at the time of payment. Developer has agreed to complete certain improvements required by the Project Approvals to Prewett Ranch Road and Heidorn Ranch Road, as described in the Project Approvals, and shall therefore not be subject to any future traffic fees related to roadway improvements.

2.4. Processing 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 submittals for any Subsequent Approvals, as such fees and charges are adjusted from time to time. The foregoing notwithstanding, no fees other than processing fees shall be due before approval of the final map, unless earlier payment is expressly required by the Project Approvals.

2.5. Construction and Timing of Improvements. Developer shall construct the improvements required by, and more particularly described in, the Project Approvals set forth in Exhibit B, and the conditions of approval required by such Project 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, the work shall be performed in accordance with industry standards and in good and workmanlike manner, as approved by the City Engineer.

2.6. 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 file multiple final maps in accordance with 3.5 below.

2.7. Prewett Ranch Road.

2.7.1 Construction. Developer shall design, construct and install interim and ultimate improvements to Prewett Ranch Road, as more particularly described in the conditions of approval attached in Exhibit B, and depicted on the Tentative Map (“**Prewett Ranch Road Improvements**”).

2.7.2 Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Prewett Ranch Road Improvements, and establish fair and reasonable

assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer, as described in Section 2.7.2(b) and (c) below, provided such method is acceptable to the City in its reasonable discretion.

(b) Pursuant to the reimbursement mechanism determined in accordance with section 2.7.2(a) above, Developer shall be reimbursed for 100 percent of its costs associated with the portion of the Prewett Ranch Road Improvements that consist of the ultimate surface improvements south of the centerline of Prewett Ranch Road, excluding costs associated with the median from Heidorn Ranch Road to Alvar Street.

(c) Pursuant to the reimbursement mechanism determined in accordance with section 2.7.2(a) above, Developer shall be reimbursed for 50 percent of its costs associated with the portion of the Prewett Ranch Road Improvements that consist of the underground improvements that are not required to serve the Property.

(d) City shall condition future developers to reimburse Developer for their portion of the costs of the Prewett Ranch Road Improvements, if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.7.2(a) above.

2.8. Heidorn Ranch Road.

2.8.1 Construction. Developer shall design, construct and install interim and ultimate improvements to Heidorn Ranch Road, as more particularly described in the conditions of approval attached in Exhibit B, and depicted on the Tentative Map, including those portions located within the City of Brentwood (“**Heidorn Ranch Road Improvements**”).

2.8.2 Reimbursement from City upon Completion. Upon completion by Developer and acceptance by the City of the Heidorn Ranch Road Improvements, City shall reimburse Developer the amount of \$500,000.00, which City previously received for such construction.

2.8.3 Additional Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Heidorn Ranch Road Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer of the cost of any oversized infrastructure, provided such method is acceptable to the City in its reasonable discretion.

(b) City shall condition future developers within the City to reimburse Developer for their portion of the costs of the Heidorn Ranch Road Improvements, if and when

such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.8.3(a) above.

(c) Further, City shall work in good faith with the City of Brentwood to seek reimbursement to Developer for the costs of those Heidorn Ranch Road Improvements that would serve development within the City of Brentwood as development occurs adjacent to Heidorn Ranch Road and/or the City of Brentwood makes funding available for such reimbursement.

2.9. Sewer Line Improvements.

2.9.1 Construction. Developer shall design and construct sewer improvements to Heidorn Ranch Road as more particularly described in the conditions of approval attached in Exhibit B (“Sewer Line Improvements”).

2.9.2 Reimbursement.

(a) Prior to the recording of the first final map for the Project, Developer may establish a Community Facilities District or other land-based financing mechanism, at the discretion and sole cost of Developer, which mechanism shall provide for the construction of the Sewer Line Improvements, and establish fair and reasonable assessments of each affected property owner. City shall reasonably cooperate with Developer in the formation of such financing mechanism. Alternatively, Developer and City may pursue another mechanism, such as a reimbursement agreement, to provide for reimbursement to Developer, provided such method is acceptable to the City in its reasonable discretion.

(b) Pursuant to the financing mechanism determined in accordance with section 2.9.2(a) above, Developer shall be reimbursed for the differential costs associated with (i) a pipe size greater than 8 inches in diameter; and (ii) the additional trench depth necessary to serve developments south of the Project (the “Sewer Reimbursement Cost”). The proportionate share applicable to each affected property owner will be determined based upon the estimated number of potential sewer connections at the time of implementation of the reimbursement mechanism. For example, if the Sewer Reimbursement Cost is estimated to be \$200,000 and there are 3,000 estimated sewer connections, the reimbursement would be \$66.67 per connection ($\$200,000/3,000$).

(c) City shall condition future developers within the City to reimburse Developer for their portion of the costs of the Sewer Line Improvements if and when such properties develop, based on the reimbursement mechanism put in place by the Parties pursuant to section 2.9.2(a) above.

2.10. Front Yard Landscaping. Developer shall form an Homeowner’s Association (“HOA”) for the Project, which HOA shall maintain the front yards of all homes in the Project. The Covenants, Conditions and Restrictions (“CC&Rs”) for the Project shall include provisions regarding the requirement of the HOA to maintain front yard landscaping and shall be subject to City review as set forth in the Project Approvals.

2.11. Police Services Funding.

2.11.1 Formation of a Financing Mechanism. In order 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, at the direction of the City, Developer shall create on the Property, a land based financing mechanism in the form of a community facilities district, special tax or other means ("**Financing Mechanism**"). The City and Developer shall work cooperatively in forming the Financing Mechanism. The costs for forming the Financing Mechanism, including consultant costs, shall be paid by Developer ("**Formation Costs**"). It is the intent of the City to require other properties, as they develop, to annex into this Financing Mechanism. For those properties that will be required to annex into the Financing Mechanism, the City shall require, by imposing a condition of approval, inserting a requirement in a development agreement or otherwise, an obligation on that property owner to reimburse Developer for that property owner's fair share of the Formation Costs. The City shall require this reimbursement obligation to occur at the earlier of the filing of a final map or issuance of a building permit on the effected property. The City shall collect the reimbursement amount on behalf of Developer and distribute that amount to Developer. Developer shall provide the Formation Costs, with supporting documentation, to the City.

2.11.2 Financial Obligation for Developer. The amount of the financial obligation through the Financing Mechanism for the Property shall not exceed an initial amount of \$445.00 per lot (calculated as 1.35 officers per 1,000 resident under Performance Standard 3.5.3.1 of the General Plan), with annual increases based on the Consumer Price Index for the San Francisco Bay Area. The requirements of this Section 2.11 shall be waived by the City if the City imposes a special tax or other form of revenue generation on all City residents dedicated specifically for the purpose of funding police services, which shall not include the business license tax approved by voters in 2014 (Measure O) or any additional sales tax or extension of such sales tax.

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, to protect Developer's vested rights provided by this Agreement, and to ensure this Agreement remains in full force and effect. City shall cooperate with Developer so that it receives the benefits of and the rights vested by this Agreement, including prompt and timely action and assistance in (a) forming a Communities Facilities District(s) or other appropriate financing district(s) or mechanisms, and (b) obtaining from other governmental entities necessary or desirable permits or other approvals for the Project.

3.2. Eminent Domain. Developer shall purchase any and all real property interests necessary to allow it to construct the public improvements required by the Project Approvals and Subsequent Approvals. In the event that an affected property owner has rejected an offer by Developer, based upon fair market value as determined by an appraisal prepared by a City-approved appraiser in cooperation with City, Developer may request City assistance. Provided that Developer provides adequate funding and enters into an agreement with the City setting forth the terms of City's obligations, in a form approved by City in its reasonable discretion, and subject to the conditions set forth in the last sentence of this Section 3.2, City shall promptly and timely negotiate and seek the purchase of the necessary property, including if necessary and

appropriate, the City's use of its power of eminent domain to acquire such real property interests. Developer shall pay all costs associated with such acquisition or condemnation proceedings. Nothing herein is intended to or shall prejudice or commit City regarding any findings and determinations required to be made in connection with adoption of a resolution of necessity.

3.3. Vested Development Rights. The City confirms and grants to Developer the vested right to develop the Property in accordance with the Project Approvals, Subsequent Approvals and this Agreement. This Agreement shall be enforceable as set forth in Section 9.2 below.

3.4. 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, except as such may be limited by any design review approvals yet to be obtained; and provisions for reservation or dedication of land for public purposes are as set forth in the Project Approvals, which City confirms and vests by this Agreement. City shall not require Developer to reserve or dedicate land for public purposes except as expressly required by the Project Approvals.

3.5. Life of Vesting Tentative Subdivision Map. By approval of this Agreement, City extends and vests the term of the Tentative Map approved by Resolution No. 2016/06 for the term of this Agreement (including any subsequent extensions). The term of this Agreement and of the 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 and any other permit issued by City in conjunction with the Tentative Map as provided in Section 66452.12 of the Map Act shall expire no sooner than (a) the Tentative Map or (b) the term otherwise applicable to the Project Approval or permit 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 or that requires more work than is required by them, provided however that the Parties agree and understand that Developer will be required to enter into subdivision improvement agreements as set forth in 2.5 above. The City shall allow Developer to file multiple final maps, if Developer desires, in accordance with Section 66456.1 of the Map Act.

3.6. 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:

3.6.1 Regulations regarding processing fees and charges, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.2 Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are uniformly applied on a City-wide basis to all substantially similar types of development projects and properties.

3.6.3 Regulations governing construction standards and specifications, 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.

3.6.4 New City ordinances and regulations 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, where 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.

3.6.5 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."

3.6.6 Notwithstanding anything to the contrary provided herein, Developer shall have the right to challenge in court any City ordinance, policy, regulation or standard that would conflict with Applicable Law or this Agreement or reduce the development rights provided by this Agreement.

ARTICLE 4 AMENDMENT

4.1. **Amendment to Approvals.** To the extent permitted by state and federal law, any Project Approval or Subsequent Approvals (hereafter in the ARTICLE 4, an "Approval") may, from time to time, be amended or modified in the following manner:

4.1.1 **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 Approvals 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 Approvals, and minor adjustments to the Property diagram or Property legal description shall be treated as Administrative Project Amendments.

4.1.2 Non-Administrative 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.

4.1.3 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 Approvals and vested under this Agreement.

4.2. 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:

4.2.1 Administrative 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.

4.2.2 Non-Administrative 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 5 ASSIGNMENT, TRANSFER AND MORTGAGEE PROTECTION

5.1. 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 5, to a

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").

5.2. Transfer Agreements.

5.2.1 Written Agreement. In connection with a Transfer by Developer (other than a Transfer by Developer to an Affiliated Party (as defined below), to a Mortgagee (as defined below in 5.4) or to a Home Purchaser (as defined below in 5.3)), 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 this Agreement and the Project Approvals. Such Transfer Agreement may (i) release Developer from obligations under this 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 may withhold its consent if the City reasonably determines that the Transferee, or an entity with similar or related ownership or control as Transferee, has been a party to litigation filed against the City or if the Transferee lacks the financial ability to complete the Project. If City consents to the Transfer, Developer shall be released from its obligations as provided in the Transfer Agreement. 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. An "Affiliated Party" is defined as any corporation, limited liability company, partnership or other entity which 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.

5.2.2 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 5.2.1 above.

5.3. 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.

5.4. 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.

5.4.1 Mortgagee Not Obligated. The provisions of 5.4 notwithstanding, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements, 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.

5.4.2 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 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 6 COOPERATION IN THE EVENT OF LEGAL CHALLENGE; INDEMNITY

6.1. Indemnity. Developer shall defend, indemnify, and hold harmless the City from any legal action brought by any third party concerning: (i) the validity, legality, or constitutionality of any term, condition, obligation, fee, dedication, or exaction required or imposed by this Agreement; (ii) the procedures utilized in or the sufficiency of the environmental review associated with this Agreement; and (iii) the implementation of this Agreement through such further actions, measures, procedures, and approvals as are necessary to satisfy the Agreement’s requirements. Developer shall defend the City with qualified legal counsel subject to the approval of the City Attorney, which approval shall not unreasonably be withheld. Developer shall be exclusively responsible for paying all costs, damages, attorney fees, and other court-ordered compensation awarded to any third party (whether awarded against the City, Developer, or any other party) in any legal action in which its Developer’ duties to defend, indemnify, and hold the City harmless arise under this Section. City shall promptly notify Developer of any action filed and the Parties shall cooperate fully in the defense of any such action.

6.2. Limitations on Indemnity. The parties expressly recognize that the obligations stated in this Article do not require or contemplate that Developer shall indemnify or hold harmless or be responsible for any error, omission, tortious act, 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 that receives funding, as a result of any term or condition of this Agreement.

ARTICLE 7 DEFAULT; TERMINATION; ANNUAL REVIEW

7.1. Default.

7.1.1 Remedies In General; No Damages. 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 8 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.

7.1.2 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.

7.1.3 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 8 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 said public 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 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.

7.1.4. 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.

7.2. 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, 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, 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.

7.3. Annual Review. Throughout the term of this Agreement, at least once every 12 months, Developer shall provide City with a written report demonstrating its good-faith compliance with the terms of this Agreement (the “**Written Report**”). City’s 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's 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. If before the public hearing, such 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.

7.4. 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. Developer shall have the right, in its sole discretion, to record the Notice of Compliance.

ARTICLE 8 DISPUTE RESOLUTION

8.1. 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.

8.2. 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 8.3.

8.3. Mediation. Within 15 days following the written request to negotiate, either Party may initiate non-binding mediation (the "Mediation"), conducted by JAMS/Endispute, 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 15 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 15 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.

8.4. Injunction. Nothing in this ARTICLE 8 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 9 MISCELLANEOUS

9.1. 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.

9.2. 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 of the Statute.

9.3. 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, Subsequent Approvals or this Agreement and to provide and secure to the other Party the full and complete enjoyment of its rights and privileges under this Agreement.

9.4. 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.

9.5. Covenants Running with the Land. Subject to the Transfer provisions in ARTICLE 5, 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 owner, Developer, and each successive owner of all or a portion of the Property, during its ownership of such property.

9.6. 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.

9.7. 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.

9.8. 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.

9.9. 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:

City of Antioch
Attention: City Manager

200 H Street
Antioch, CA 94509
Telephone: (925) 779-7011
Facsimile: (925) 779-7003

With a mandatory
copy to:

City Attorney
City of Antioch
200 H Street
Antioch, CA 94509
Telephone: (925) 779-7015
Facsimile: (925) 779-7003

If to Developer:

Mission Peak Homes, Inc.
Attention: John Wong, President
47289 Mission Falls Court
Fremont, CA 94539

In this Agreement "City business days" means days that the Antioch City Hall is open for business and does not currently include 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 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.

9.10. 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 described in Recital B.
Exhibit B Developer Project Approvals described in Recital C.
Exhibit C Ordinance approving this Agreement described in Recital I.


9.11. 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.

9.12. 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: 
ACTING CITY MANAGER

APPROVED AS TO FORM:

By: 
MONICA VIGILIA
City Attorney

ATTEST:

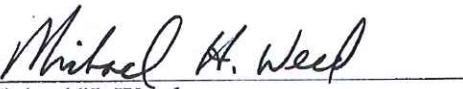
By: 
ARNE STAMBESSEN
City Clerk

DEVELOPER:

Mission Peak Homes, Inc., a California Corporation

By: 
John S. Wong, President

APPROVED AS TO FORM:

By: 
Michael H. Weed
Attorney for Developer

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Contra Costa

On 2/1/2017 before me, Sharon P. Daniels, Notary Public, personally appeared Rowland Beenal who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Sharon P. Daniels



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of ALAMEDA)

On JANUARY 30, 2017 before me, NICOLE MCCOLLUM
(insert name and title of the officer)

personally appeared JOHN S. WONG
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Nicole McCollum (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CA
County of Santa Clara

On 1-26-2017 before me, Jacqueline Griffin a Notary Public, personally appeared Michael H. Weed, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Jacqueline Griffin*
Name: Jacqueline Griffin
(Typed or Printed)



(Seal)

EXHIBIT A

Property Description described in Recital B

LEGAL DESCRIPTION

Real property in the City of Antioch, County of Contra Costa, State of California, described as follows:

PARCEL ONE:

PARCEL "A" AS SAID PARCEL IS SHOWN ON THE MAP THEREOF FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS, AND ANIMALS, AND AS A RIGHT OF WAY FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEVISION, TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER A PORTION OF PARCEL "B", OF PARCEL MAP, FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, CONTRA COSTA COUNTY RECORDS, SHOWN AS "AREA DEDICATED TO CONTRA COSTA COUNTY" ON THE ABOVE MAP.

PARCEL THREE:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE, GRANTED IN THE DEED TO WILLIAM DELUCCHI, ET UX, RECORDED JANUARY 19, 1976 IN BOOK 7741, PAGE 425, OFFICIAL RECORDS, AS FOLLOWS:

"A NON-EXCLUSIVE EASEMENT FOR IRRIGATION PURPOSES, AND RIGHT'S INCIDENTAL THERETO, TO BE APPURTENANT TO PARCELS "A" AND "B", RECORD OF SURVEY MAP, FILED FEBRUARY 5, 1965, IN BOOK 32 LICENSED SURVEYORS MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, IN, UNDER, ALONG AND THROUGH THE EASTERLY 20.00 FEET (RIGHT ANGLE MEASUREMENTS) OF PARCEL "C" OF SAID MAP (32 LSM 36)."

PARCEL FOUR:

PARCEL "C" AS SAID PARCEL IS SHOWN ON THE MAP THEREOF FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, RECORDS OF CONTRA COSTA COUNTY.

PARCEL FIVE:

"A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL FOUR ABOVE, GRANTED IN THE DEED TO MAURICE LAHUE, ET UX, RECORDED FEBRUARY 25, 1977, IN BOOK 0218, PAGE 136, OFFICIAL RECORDS, AS FOLLOWS:

"A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL ONE ABOVE FOR USE AS A ROADWAY FOR VEHICLES OF ALL KINDS, PEDESTRIANS AND ANIMALS, AND AS A RIGHT OF WAY FOR WATER, GAS, OIL AND SEWER PIPE LINES, AND FOR TELEVISION, TELEPHONE, ELECTRIC LIGHT AND POWER LINES, TOGETHER WITH THE NECESSARY POLES OR CONDUITS TO CARRY SAID LINES OVER A PORTION OF PARCEL "B" OF PARCEL MAP FILED DECEMBER 1, 1976, IN BOOK 50 OF PARCEL MAPS, PAGE 25, CONTRA COSTA COUNTY RECORDS, SHOWN AS "AREA DEDICATED TO CONTRA COSTA COUNTY" ON THE ABOVE MAP."

PARCEL SIX:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL FOUR, ABOVE, GRANTED IN THE DEED TO WILLIAM DELUCCHI, ET UX, RECORDED JANUARY 19, 1976 IN BOOK 7741, PAGE 425, OFFICIAL RECORDS, AS FOLLOWS:

"A NON-EXCLUSIVE EASEMENT FOR IRRIGATION PURPOSES, AND RIGHTS INCIDENTAL THERETO, TO BE APPURTENANT TO PARCELS "A" AND "B", RECORD OF SURVEY MAP, FILED FEBRUARY 5, 1965, IN BOOK 32 LICENSED SURVEYORS MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, IN, UNDER, ALONG AND THROUGH THE EASTERLY 20.00 FEET (RIGHT ANGLE MEASUREMENTS) OF PARCEL "C" OF SAID MAP (32 LSM 36)."

PARCEL SEVEN:

PARCELS A AND B, AS SHOWN ON THE PARCEL MAP FILED JANUARY 3, 1979, IN BOOK 73 OF PARCEL MAPS, PAGE 14, CONTRA COSTA COUNTY RECORDS.

PARCEL EIGHT:

A RIGHT OF WAY (NOT TO BE EXCLUSIVE) AS AN APPURTENANCE TO PARCEL SEVEN ABOVE, GRANTED IN THE DEED TO ADELINE ISOLA, ET AL, RECORDED JANUARY 19, 1976, IN BOOK 7741, PAGE 425, OFFICIAL RECORDS, AS FOLLOWS:

"A NON-EXCLUSIVE EASEMENT FOR IRRIGATION PURPOSES, AND RIGHTS INCIDENTAL THERETO, TO BE APPURTENANT TO PARCELS "A" AND "B" RECORD OF SURVEY MAP FILED FEBRUARY 5, 1965, IN BOOK 32 LICENSED SURVEYORS MAPS, PAGE 36, CONTRA COSTA COUNTY RECORDS, IN, UNDER, ALONG AND THROUGH THE EASTERLY 20.00 FEET (RIGHT ANGLE MEASUREMENT) OF PARCEL "C" OF SAID MAP (32 LSM 36)."

APN: 056-130-013 (Parcel One), 056-130-015 (Parcel Four)
056-130-017 and 056-130-018 (Parcel Seven)

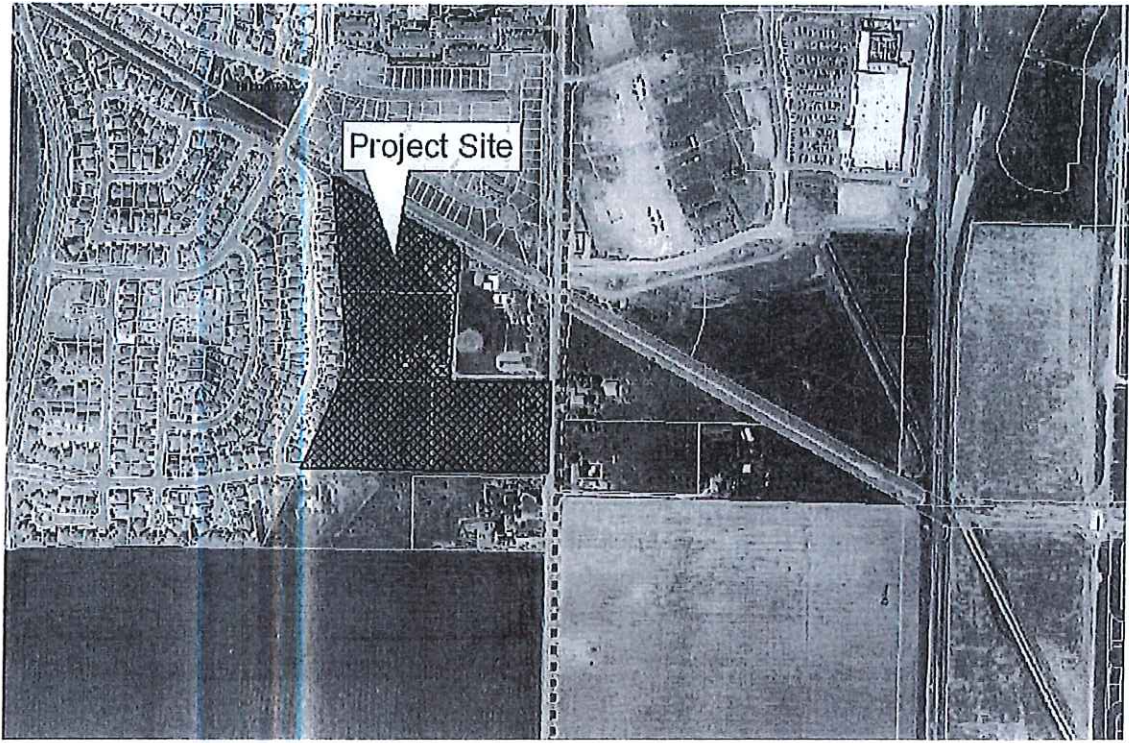


Exhibit B

Developer Project Approvals described in Recital C

RESOLUTION NO. 2016/06

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVAL OF A VESTING TENTATIVE MAP/FINAL DEVELOPMENT PLAN, USE
PERMIT AND DESIGN REVIEW FOR THE HEIDORN VILLAGE PROJECT**

WHEREAS, the City received an application from Douglas Krah, for approval of an Initial Study and Mitigated Negative Declaration, a rezone to Planned Development District, a Vesting Tentative Map/Final Development Plan, a Use Permit, Design Review, and a Development Agreement for the development of 117 single family homes on approximately 20.3 acres (PD-14-02, UP-14-08, AR-14-03, PW 695). The project site is located on the west side of Heidorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018); and

WHEREAS, an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was prepared in accordance with the California Environmental Quality Act (CEQA) Guidelines Section 15162; and,

WHEREAS, on November 4, 2015, the Planning Commission recommended adoption of the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program, recommended approval of a Development Agreement between the City of Antioch and Mission Peak Homes, Inc., recommended approval of a rezone to Planned Development District (PD-14-02), and recommended approval of a vesting tentative map/final development plan and use permit to the City Council; and,

WHEREAS, on January 12, 2016, the City Council adopted a resolution approving an Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program; and,

WHEREAS, on January 12, 2016, the City Council introduced an ordinance approving a development agreement between the City of Antioch and Mission Peak Homes, Inc., introduced an ordinance rezoning the site to Planned Development District (PD-14-02); and,

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

WHEREAS, on January 12, 2016, the City Council duly held a public hearing on the matter, and received and considered evidence, both oral and documentary.

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

1. Each individual unit of the development can exist as an independent unit capable of creating an environment of sustained desirability and stability because each parcel has its own independent parking and access. The uses proposed will not be detrimental to present and potential surrounding uses but instead will have a beneficial effect which could not be achieved

RESOLUTION NO. 2016/06

January 12, 2016

Page 2

under another zoning district due to the General Plan and zoning designations for the project site and the requirement to establish a Planned Development Zoning District and receive approval for a Final Development Plan for each project zoned Planned Development in the City of Antioch;

2. The streets and thoroughfares proposed meet the standards of the City's Growth Management Program and adequate utility service can be supplied to all phases of the development because the project will be constructing all the required streets and utilities to serve the project and the ultimate design, location and size of these improvements will be subject to the approval of the City Engineer;
3. Any commercial component of the project is justified. There are no commercial components of the Project;
4. Any deviation from the standard zoning requirements is warranted by the design and additional amenities incorporated in the final development plan which offers certain unusual redeeming features to compensate for any deviations that may be permitted. The project is a small lot subdivision and is substantially in conformance with the applicable zoning requirements for residential development and the Planned Development District development standards established for the project site;
5. The area surrounding the PD district can be planned and zoned in coordination and substantial compatibility with the proposed development because the proposed development is consistent with the General Plan and the area around the Project will also be required to develop according to the General Plan policies; and,
6. The Project and the PD District conform to the General Plan of the City in that the small lot single family residential uses are consistent with the General Plan designation of Medium Low Density Residential for the project site; and,
7. 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.

BE IT FURTHER RESOLVED that the City Council does hereby make the following findings for approval of a Vesting Tentative Parcel Map:

1. That the subdivision, design and improvements are consistent with the General Plan, as required by Section 66473.5 of the Subdivision Map Act and the City's Subdivision Regulations. The site has a General Plan Designation of Medium Low Density Residential and is zoned Planned

RESOLUTION NO. 2016/06

January 12, 2016

Page 3

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

BE IT FURTHER RESOLVED that the City Council does hereby make the following findings for approval of 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 because the project has been designed to comply with the City of Antioch Municipal Code requirements.
2. The use applied at the location indicated is properly one for which a use permit is authorized because the City of Antioch Zoning Ordinance requires a use permit for all Planned Development District (PD) applications.
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. The site plan complies with the Planned Development standards established for the project's Planned Development District.
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. The project site will construct an extension of Prewett Ranch Drive and widen Heldorn Ranch Road to serve the project site and the street improvements are designed to meet City standards for adequate width and pavement.
5. That the granting of such use permit will not adversely affect the comprehensive General Plan because the proposed uses and design are consistent with the General Plan. The General Plan designation for the project site is Medium Low Density Residential, which allows for the type of community being developed by the project.

RESOLUTION NO. 2016/06

January 12, 2016

Page 4

6. The Conditions of approval protect the public safety, health and general welfare of the users of the project and surrounding area. In addition, the conditions ensure the project is consistent with City standards.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Antioch does hereby APPROVE a vesting tentative map/final Development Plan, Use Permit, and Design Review for the development of a 117 unit single family residential community on a 20.3 acres project site located on the west side of Heldorn Ranch Road, at the eastern terminus of Prewett Ranch Drive (APNs 056-130-013, -015, -017, -018) subject to the following conditions:

A. GENERAL CONDITIONS

1. The project 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.
2. Concurrent with the first submittal of grading or improvement plans, the applicant shall submit a site plan exhibit showing the site plan as modified by conditions and approvals.
3. Sound wall locations and elevations for each phase of the project shall be included on the grading plan(s).
4. This approval expires two years from the date of approval (Expires January 12, 2018) or alternate date as identified in the Development Agreement.
5. The applicant shall defend, indemnify, and hold harmless the City in any action brought by a third party to challenge any land use approval or environmental review for the Project. In addition, if there is any referendum or other election action to contest or overturn these approvals, the applicant shall either withdraw the application or pay all City costs for such an election.
6. A final and unchallenged approval of this project supersedes previous approvals that have been granted for this site.
7. Permits or approvals, whether discretionary or ministerial, will not be considered if the applicant is not current on fees, reimbursement and/or other payments that are due the City.
8. All required easements or rights-of-way for improvements shall be obtained by the applicant at no cost to the City of Antioch. Advance permission shall be obtained from any property or, if required from easement holders, for any work done within such property or easements.

RESOLUTION NO. 2016/06

January 12, 2016

Page 5

9. All easements of record that are no longer required and affect individual lots or parcels within this project shall be removed prior to or concurrently with the recordation of the final map.
10. Prior to the recording of the first final map the applicant may establish a Community Facilities District, other financing mechanism, or reimbursement agreement acceptable to the City Engineer that will provide for the reimbursement of the fair share design and construction costs of Prewett Ranch Drive, signal at Prewett Ranch Drive and Heidorn Ranch Road, Heidorn Ranch Road and all affected utilities. The financing mechanism is at the discretion of the applicant. Fair and reasonable assessments of effected property owners shall be established. The CFD or other mechanism shall be at no cost to the City.
11. The applicant shall establish a Home Owners Association (HOA) for this project in conformance with the regulations set forth by the California Department of Real Estate. The HOA shall be responsible for maintaining:
 - All HOA owned parcels (including private streets).
 - Landscaping in City right-of-way north of the northerly curb line of Prewett Ranch Drive and west of the westerly curb line of Heidorn Ranch Road.
 - Parcel "C" park.
 - Storm drain facilities (pipes, structures and basins) north of the northerly curb line of Prewett Ranch Drive and west of the westerly curb line of Heidorn ranch Road as approved by the City Engineer.
 - Decorative street lights on publicly dedicated Dauphine Street.
 - The boundary between City maintained streets and HOA maintained streets shall be distinguished by enhanced paving as approved by the City Engineer.
 - The City shall be reimbursed if it maintains 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 that are not maintained by the HOA to an acceptable City level.
 - All front yard landscaping is to be maintained by the HOA.
12. Subject to approval by the state, the CC&Rs 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

RESOLUTION NO. 2016/06

January 12, 2016

Page 6

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 City Attorney of the City of Antioch. Material changes are those that would change the fundamental purpose of the development including but not limited to:

- City approvals of uses or external modifications.
- Property ownership or maintenance obligations including, but not limited to, common areas, storm water and landscaping.

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

13. All advertising signs shall be consistent with the Sign Ordinance or as approved by the Community Development Director.
14. The property shall annex into or establish and participate in a Lighting and Landscape District (LLD) and accept a level of annual assessments sufficient to maintain their fair share:
 - a. The street lights adjacent to the project area.
 - b. Landscaping within the medians in Prewett Ranch Drive and Heidorn Ranch Road.

B. TENTATIVE MAP CONDITIONS

1. The Tentative Map approval is subject to the time lines established in the State of California Subdivision Map Act or as extended by the Development Agreement.
2. Approval is based upon substantial conformance with the Vesting Tentative Map submitted to the City of Antioch on April 30, 2015.
3. Approval of this tentative map shall not be construed as a guarantee of future extension or re-approvals of this or similar maps.

C. CONSTRUCTION CONDITIONS

1. The use of construction equipment shall be as outlined in the Antioch Municipal Code. Requests for alternative days/time may be submitted in writing to the City Engineer for consideration.
2. The project shall be in compliance with and supply all the necessary documentation for AMC 6-3.2: Construction and Demolition Debris Recycling.
3. Standard dust control methods and designs shall be used to stabilize the dust generated by construction activities. The applicant shall post dust control signage with a contact number of the applicant, City staff, and the air quality control board. The project is also subject to water conservation imposed by state regulators.
4. That the site be kept clean of all debris (boxes, junk, garbage, etc.) at all times.

D. SITE AND PROJECT DESIGN

1. Applicant shall install mail box facilities to a location that is in general conformance with the preliminary landscape plan submitted to the City of Antioch on September 23, 2014.
2. Prior to the approval of the grading plan(s), the City Engineer shall determine if it is necessary to engage soils and structural engineers, as well as any other professionals, deemed necessary to review and verify the adequacy of the building plans submitted for this project. If deemed necessary by the City Engineer, this condition may include field inspections by such professionals to verify implementation of the plans. Costs for these services shall be borne by the applicant.
3. All proposed improvements shall be constructed to City standards, as stated in these conditions of approval or as approved by the City Engineer.
4. All public streets shall intersect at approximately 90 degrees or as approved by the City Engineer.
5. All driveways adjacent to public streets shall be perpendicular to the street centerline, or as approved by the City Engineer.
6. All driveways shall be a minimum of five feet from curb return.

RESOLUTION NO. 2016/06

January 12, 2016

Page 8

7. Curb ramps shall meet the latest version of Caltrans ramps.
8. Monolithic sidewalks with beveled curb shall be 6 inches thick and reinforced as approved by the City Engineer. Detached sidewalks that will be crossed by vehicles at driveway locations shall be 6 inches thick and reinforced as approved by the City Engineer. Sidewalk at driveway approaches shall be ADA complaint.
9. A minimum of a 20 foot tangent shall extend beyond the return at intersections at public streets, or as approved by the City Engineer.
10. All lot sidelines shall be perpendicular or radial to the fronting street centerline at public streets for a distance of 20 feet, or as approved by the City Engineer.
11. Sight distance triangles shall be maintained per 9-5.1101, Site Obstructions at Intersections of the Antioch Municipal Code or as approved by the City Engineer.
12. Rear and side yard fencing shall be provided for all units. All fences shall be located at the top of slope, or as approved by the City Engineer.
13. The new pad elevations constructed along the west boundary shall be graded to elevations at or lower than the existing pad elevations.
14. In cases where a fence is to be built in conjunction with a retaining wall, and the wall face is exposed to the street, the fence shall be setback a minimum of three feet (3') behind the retaining wall per City Ordinance 9-5.1603.
15. The proposed street names approved by Planning Commission shall be as listed below. Changes to street names will require Planning Commission review and approval
 - Thalia
 - Erato
 - Dauphine
 - Mazant
 - Alvar
 - Gallier
 - Louisa
 - Lessups
 - Plety
 - Burgundy
 - France
 - Bartholomew

RESOLUTION NO. 2016/06

January 12, 2016

Page 9

- Pauline
- Clouet

16. The applicant shall provide a "checklist" of universal design accessibility features to home buyers as required by Section 17959.6 of the Health and Safety Code.
17. All improvements for each lot (water meters, sewer cleanouts, etc.) shall be contained outside of the driveway and within the lot and the projection of its sidelines, or as approved by the City Engineer.
18. One on-street parking space per lot shall be located within close proximity to the unit served as shown on the parking plan dated April 20, 2015.
19. The applicant and then the HOA, once the CC&Rs are operative, shall maintain all undeveloped areas within this subdivision in an attractive manner, which shall also ensure fire safety.
20. That all two-car garages be a minimum of 20 feet by 20 feet clear inside dimensions or as approved by the Community Development Director.
21. Prior to the opening of the model home complex to the public, Heidorn Ranch Road shall be constructed at the interim configuration with two 12 foot lanes an 8 foot wide bike lane southbound and one 12 foot lane an 4 foot wide paved shoulder northbound (or as approved by the Fire District), landscape median, street lights, turn pockets and other appurtenances, and all utilities from the current full improvements north of the project thru the intersection with Prewett Ranch Drive. Improvements shall include conduits and pull boxes for a traffic signal at this intersection. Should development occur simultaneous with properties to the south and / or east of the development along Heidorn Ranch Road, interim or ultimate improvements shall be installed with each developer paying their fair share of the improvements as approved by the City Engineer. The signal is fee creditable.
22. Prior to the issuance of the 75th building permit, the applicant shall pay the City traffic signal fund for one-half of the design and construction costs of the traffic signal at Heidorn Ranch Road and Prewett Ranch Drive. Should Prewett Ranch Drive extend into Brentwood, the applicant shall be responsible for one-quarter of the cost of the signal and shall be reimbursed for excess payment. Note: The cost of a 4-legged signal is greater than the cost of a 3-legged signal and reimbursement will reflect this additional cost.
23. Heidorn Ranch Road northbound at Prewett Ranch Drive pavement surface shall be constructed wide enough so a u-turn can be made from

RESOLUTION NO. 2016/06

January 12, 2016

Page 10

southbound to northbound as recommended by the Fire District and approved by the City Engineer.

24. That portion of Heidorn Ranch Road fronting Heritage Baptist Church, (Parcel "B" of 50PM25), upon completion of construction the developer shall be reimbursed \$500,000 their fair share from the City as approved by the City Engineer.
25. Prewett Ranch Drive west of Alvar Loop shall be constructed at the interim configuration with one 12 foot lane, an 8 foot wide shoulder and one 12 foot lane westbound, a 4 foot paved shoulder (or as required by the Fire District) eastbound, street lights, all utilities, and other appurtenances.
26. Prewett Ranch Drive east of Alvar Loop shall be constructed at the interim configuration with one 12 foot lane, an 8 foot wide shoulder and one 12 foot lane westbound, a 4 foot (or as required by the Fire District) paved shoulder eastbound, landscape median, street lights, turn pocket, all utilities and other appurtenances.
27. Prewett Ranch Drive, east of Alvar Loop shall have a distance from the face of curb to the north right-of-way of a minimum 15 feet. The section from face of curb to face of wall shall be a 5 foot wide landscape strip and a 5 foot wide walk. The landscape strip shall be upgraded to cover and/or hide the sound wall as approved by the City Engineer.
28. Prior to the opening the model home complex to the public and prior to issuance of the 1st production building permit, Dauphine Street, Alvar Loop south of Dauphine Street, interim Prewett Ranch Road to Alvar Loop and interim Heidorn Ranch Road shall be constructed.
29. Design of Parcel C (Park) shall be approved by the Parks and Recreation Commission and completed (signed by the City) prior to the issuance of the 50th building permit. Construction of Parcel C (Park) shall be completed prior to the issuance of the 75th building permit.

E. UTILITIES

1. Public utilities shall be constructed to their ultimate size and configuration with the road construction in which they are to be located.
2. All existing and proposed utilities shall be undergrounded (e.g. transformers and PMH boxes) and subsurface in accordance with the Antioch Municipal Code.
3. Underground utilities shall be designed to flow approximately parallel to the centerline of the street, or as approved by the City Engineer.

RESOLUTION NO. 2016/06

January 12, 2016

Page 11

4. All sewage shall flow by gravity to the intersecting street sewer main.
5. All public utilities shall be installed in streets avoiding between lot locations unless approved by the City Engineer.
6. Prior to the recordation of the first final map, the applicant shall submit hydrology and hydraulic analyses with a storm water control plan to the City for review and approval and to Contra Costa County Flood Control for review at no cost to the City as directed by the City Engineer.
7. The applicant shall provide adequate water pressure and volume to serve this development. This will include a minimum residual pressure of 20 psi with all losses included at the highest point of water service and a minimum static pressure of 50 psi or as approved by the City Engineer. See Fire Requirements 3.c. for additional water flow conditions.
8. The houses shall be constructed with rain gutters and downspouts that direct water away from the foundations as approved by the City Engineer.
9. Recycled water mains shall be constructed in Prewett Ranch Drive, Heidorn Ranch Road and Dauphine Street to the park, or other landscaping, as approved by the City Engineer. This development is subject to State Laws which may require recycled water to all landscaped area.
10. The applicant shall extend the existing sanitary sewer main trunk line from the stub in Heidorn Ranch Road to Prewett Ranch Drive at no cost to the City. Construction of some or all of the sanitary sewer main may be reimbursed through a land based financing district, other benefit district or other mechanism financing as approved by the City Engineer.
11. The developer shall form or annex into a benefit district or participate in another mechanism acceptable to the City that will fairly distribute the cost of upsizing of utilities amongst the property owners in and around the Sand Creek Focus Area as approved by the City Engineer.
12. The applicant shall dedicate a public utility easement (PUE) to the City or its designee consisting of a non-exclusive surface and subsurface easement for wet and dry utilities, including construction, access, maintenance of works, improvements, structures, clearing of obstructions and vegetation. No building or structure shall be placed on the easement. The PUE shall be over all private streets and extend 10 feet behind the back of curb or 5 feet from back of walk.

RESOLUTION NO. 2016/06

January 12, 2016

Page 12

13. On the public portion of Dauphine Street the PUE shall extend 5 feet from the right-of-way line into the lots or as approved by the City Engineer.

F. LANDSCAPING

1. Parcel "C" (park) shall be designed and constructed by the applicant and maintained by the HOA.
2. A minimum of 17 fifteen gallon street trees shall be located within front or side yards of corner lots prior to the issuance of the certificate of occupancy for each lot. The type and location of the tree shall be as approved by the City Engineer and in substantial conformance with the preliminary landscape plan dated September 23, 2014.
3. Based on drought conditions, the City Engineer has the authority to delay some or all of the landscape Conditions of Approval.

G. FIRE REQUIREMENTS

1. All weather access roads and a water supply shall be provided prior to commencing any combustible construction, as required by the Fire Chief.
2. The applicant shall comply with the following conditions provided by the Contra Costa County Fire Protection District:
 - a. Access roadways of less than 28-feet unobstructed width shall have NO PARKING – FIRE LANE signs posted or curbs painted red with the words NO PARKING – FIRE LANE clearly marked, per 22500.1 CVC.
 - b. 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. Parking is permitted on the side of the road that does not have fire hydrants. (22500.1) CVC, (503.3) CFC.
 - c. The applicant shall provide an adequate reliable water supply for fire protection with a minimum fire flow of 1500 GPM. Required flow shall be delivered from not more than one hydrant flowing simultaneously for the duration of 120 minutes while maintaining 20-pounds residual pressure in the main. (507.1), (B105) CFC
 - d. The applicant shall provide hydrants of the East Bay type, which shall be maintained by the City. Approximate hydrant locations will be determined by the Fire District and approved by the City Engineer.

RESOLUTION NO. 2016/06

January 12, 2016

Page 13

- e. Emergency apparatus access roadways and hydrants shall be installed, in service, and inspected by the Fire District prior to construction or combustible storage on site. (501.4) CFC. Gravel roads are not considered all-weather roadways for emergency apparatus access. The first lift of asphalt concrete paving shall be installed as the minimum sub base materials and capable of supporting the designated gross vehicle weight specified above.
- f. Premises identification shall be provided. Such numbers shall contrast with their background and be a minimum of four inches high with ½-inch stroke or larger as required to be readily visible from the street. (505.1) CFC, (501.2) CBC
- g. Plan review and inspection fees shall be submitted at the time of plan review submittal. Checks may be made payable to Contra Costa County Fire Protection District (CCCFPD).
- h. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013 edition of NFPA 13D or Section R313.3 of the 2013 California Residential Code. Submit a minimum of two (2) sets of plans for each model home to this office for review and approval prior to installation. (903.2) CFC, (R313.3) CFC.
- i. The developer shall provide traffic signal pre-emption systems (Opticom) on any new traffic signals installed with this development. (21351) CVC
- j. Submit plans to: Contra Costa County Fire Protection District, 2010 Geary Road, Pleasant Hill, CA 94523.
- k. The developer shall submit a computer-aided design (CAD) digital file copy of the site plan to the Fire District upon final approval of the site improvements plans or subdivision map. CAD file shall be saved in the latest AutoCAD.DXF file format. (501) CFC.

H. FEES

1. The applicant shall pay all City fees which have been established by the City Council and as required by the Antioch Municipal Code. Fees include but are not limited to:
 - Any acreage and utility connection fees which have been established by the City Council prior to the filing of the final map and as required by the Antioch Municipal Code.
 - Traffic signal fees as adopted by the City Council.

RESOLUTION NO. 2016/06

January 12, 2016

Page 14

- Park in lieu fee in the amount of \$175,500 shall be paid as stated in the City Ordinance and due at the recording of the final map. The amount of acreage required is 1.755 acres.
 - Development impact fees as established in the City master fee schedule at the time of the issuance of the building permits.
2. The applicant shall pay all pass thru fees. 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). (Currently \$50 per lot or parcel).
 - Contra Costa County Flood Control District.
 - School Impact Fees
 - Delta Diablo Sewer Fees
 - Contra Costa Water Fees.
3. Prior to filing of the first final map for recording, the applicant shall establish (or annex into an existing) police financing district and shall agree to accept a level of annual assessments (with a CPI escalator) or provide an additional funding source, excluding tax measures, sufficient to fund police to the level identified in the General Plan per the Development Agreement.

I. MODEL HOMES

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

J. GRADING

1. The grading operation shall take place at a time, and in a manner, so as not to allow erosion and sedimentation. The slopes shall be landscaped and reseeded as soon as possible after the grading operation ceases.

RESOLUTION NO. 2016/06

January 12, 2016

Page 15

- Erosion measures shall be implemented during all construction phases in accordance with an approved erosion and sedimentation control plan.
2. All lots and slopes shall drain to approved drainage facilities as approved by the City Engineer.
 3. All grading shall be accomplished in a manner that precludes surface water drainage across any property line.
 4. All lots shall be graded to drain positively from the rear to the street or as approved by the City Engineer.
 5. The swales adjacent to the house structure shall have a minimum of a one (1) percent slope or as directed by the City Engineer.
 6. All off-site grading is subject to the coordination and approval of the affected property owners, and the City Engineer. The applicant shall submit written authorization to "access, enter, or grade" adjacent properties prior to performing any work.
 7. Any sale of a portion (or portions) of this project to multiple developers shall include the necessary agreement and/or grading easements to assure that project-wide grading conforms to the approved map and conditions of this resolution.
 8. The grading plan for this development shall be approved by the City Engineer.
 9. All elevations shown on the improvement plans shall be on the USGS 1929 sea level datum or as approved by the City Engineer.
 10. Retaining walls shall not be constructed in City right-of-way or other City maintained parcels unless approved by the City Engineer.
 11. All retaining walls shall be of masonry construction.
 12. 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.
 13. 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.
 14. The minimum concrete gutter flow slope shall be 0.75%.

RESOLUTION NO. 2016/06

January 12, 2016

Page 16

15. All property lines shall be located at the top of slope.

K. CONSERVATION/NPDES

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

RESOLUTION NO. 2016/06

January 12, 2016

Page 17

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.3.1 of Regional Water Quality Control Board Order R2 2003 0022).

- c. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall submit, for review and approval by the City, a final Storm Water BMP Operation and Maintenance Plan in accordance with City of Antioch guidelines. This O&M plan shall incorporate City comments on the draft O&M plan and any revisions resulting from changes made during construction. The O&M plan shall be incorporated into the CC&Rs for the Project.
- d. Prior to building permit final and issuance of a Certificate of Occupancy, the applicant shall execute and record any agreements identified in the Storm Water Control Plan which pertain to the transfer of ownership and/or long-term maintenance of storm water treatment or hydrograph modification BMPs.
- e. Prevent site drainage from draining across sidewalks and driveways in a concentrated manner.
- f. Collect and convey all storm water entering, and/or originating from, the site to an adequate downstream drainage facility. Submit hydrologic and hydraulic calculations with the Improvement Plans to Engineering Services for review and approval.
- g. Prior to issuance of the grading permit, submit proof of filing of a Notice of Intent (NOI) by providing the unique Waste Discharge Identification Number (WDID#) issued from the Regional Water Quality Control Board.
- h. Submit a copy of the Storm Water Pollution Prevention Plan (SWPPP) for review to the Engineering Department prior to issuance of a building and/or grading permit. The general contractor and all subcontractors and suppliers of materials and equipment shall implement these BMP's. Construction site cleanup and control of construction debris shall also be addressed in this program. Failure to comply with the approved construction BMP may result in the issuance of correction notices, citations, or a project stop work order.

RESOLUTION NO. 2016/06

January 12, 2016

Page 18

- i. Install appropriate clean water devices at all private storm drain locations immediately prior to entering the public storm drain system. Implement Best Management Practices (BMP's) at all times.
 - j. Install on all catch basins "No Dumping, Drains to River" decal buttons.
 - k. If sidewalks are pressure washed, debris shall be trapped and collected to prevent entry into the storm drain system. No cleaning agent may be discharged into the storm drain. If any cleaning agent or degreaser is used, wash water shall be collected and discharged to the sanitary sewer, subject to the approval of the sanitary sewer District.
 - l. Include erosion control/storm water quality measures in the final grading plan that specifically address measures to prevent soil, dirt, and debris from entering the storm drain system. Such measures may include, but are not limited to, hydro seeding, gravel bags and siltation fences and are subject to review and approval of the City Engineer. If no grading plan is required, necessary erosion control/storm water quality measures shall be shown on the site plan submitted for an on-site permit, subject to review and approval of the City Engineer. The applicant shall be responsible for ensuring that all contractors and subcontractors are aware of and implement such measures.
 - m. Sweep or vacuum the parking lot(s) a minimum of once a month and prevent the accumulation of litter and debris on the site. Corners and hard to reach areas shall be swept manually.
 - n. Ensure that the area surrounding the project such as the streets stay free and clear of construction debris such as silt, dirt, dust, and tracked mud coming in from or in any way related to project construction. Areas that are exposed for extended periods shall be watered regularly to reduce wind erosion. Paved areas and access roads shall be swept on a regular basis. All trucks shall be covered.
 - o. Clean all on-site storm drain facilities a minimum of twice a year, once immediately prior to October 15 and once in January. Additional cleaning may be required if found necessary by City Inspectors and/or City Engineer.
5. Per State Regulations, all impervious surfaces including off-site roadways to be constructed as part of the project, are subject to C.3 requirements.

RESOLUTION NO. 2016/06

January 12, 2016

Page 19

L. FINAL IS/MND AND MITIGATION MONITORING AND REPORTING PROGRAM

1. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program.
2. The applicant shall mitigate any impacts on wildlife, including State and Federally listed threatened and endangered species, and their habitat by compliance with one of the following:
 - a. Implementing, or making enforceable commitments to implement, all applicable mitigation measures in the project environmental documents, as well as any additional measures as may be required by the California Department of Fish & Wildlife (CDFW) or the U.S. Fish & Wildlife Service (FWS), and obtaining a letter(s) from CDFW and FWS stating that the project has fulfilled the requirements of applicable State and Federal wildlife protection laws and regulations; or
 - b. Complying with applicable terms and conditions of the ECCC HCP/NCCP, as determined in written "Conditions of Coverage" by the East Contra Costa County Habitat Conservancy (Conservancy), provided that the City has first entered into an agreement with the Conservancy for coverage of impacts to ECCCHCP/NCCP Covered Species; or
 - c. Complying with a habitat conservation plan and/or natural community conservation plan developed and adopted by the City, including payment of applicable fees, provided that CDFW and FWS have approved the conservation plan.

M. ARCHITECTURE AND DESIGN

1. The side elevations of the "A" exterior elevations shall include additional detailing between the uninterrupted gable ends, subject to the approval of the Community Development Director.
2. Each elevation style shall include a garage door style that is unique to that elevation style, subject to the approval of the Community Development Director.
3. Each elevation style shall include mullion patterns that are unique to that elevation style, subject to the approval of the Community Development Director.
4. Fencing adjacent to the EBMUD right-of-way shall be a six foot high tubular steel fence. Fencing on Lot 16 adjacent to the EBMUD right-of-way shall be a six foot high wood fence.

RESOLUTION NO. 2016/06

January 12, 2016

Page 20

5. A six foot high masonry soundwall shall be constructed on the eastern property line adjacent to the Heritage Baptist Church Academy.

* * * * *

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 12th day of January, 2016.

AYES: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

NOES: None

ABSENT: None



ARNE SIMONSEN
CITY CLERK OF THE CITY OF ANTIOCH

EXHIBIT C

Ordinance approving this Agreement described in Recital I

ORDINANCE NO. 2110-C-S

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND
MISSION PEAK HOMES, INC., FOR THE HEIDORN VILLAGE PROJECT

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

Section 1. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et. seq.* of the Government Code, which authorizes the City of Antioch ("City") to enter into an agreement with any person having a legal or equitable interest in real property providing for the development of such property in order to establish certainty in the development process.

Section 2. The City of Antioch previously adopted an implementing ordinance (Article 32 of the Zoning Ordinance) authorizing and regulating the use of Development Agreements.

Section 3. The Planning Commission conducted a duly noticed public hearing on November 4, 2015 at which it recommended to the City Council that the Development Agreement be approved. The City Council held a duly noticed public hearing on January 12, 2016 at which all interested persons were allowed to address the Council on the Development Agreement.

Section 4. The City Council finds that the Development Agreement is consistent with the City's General Plan as well as all provisions of the City's Zoning Ordinance and Municipal Code. The City Council finds that the Development Agreement implements General Plan objectives by providing housing opportunities and needed infrastructure. The Development Agreement will not be detrimental to the health, safety and general welfare and will not adversely affect the orderly development of property or the preservation of property values. The City Council has considered the effect of the Development Agreement on the housing needs of the region in which the City is situated and has balanced these needs against the public service needs of its residents and available fiscal and environmental resources by requiring a HOA to maintain certain improvements and formation of a revenue generating mechanism to fund police services.

Section 5. An Initial Study, Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program was adopted for the proposed project. The City Council has concluded that there have been no substantial changes to the project through the Development Agreement and there are no new significant environmental effects or an increase in previously identified effects. In addition, there is no new information of substantial importance which was not known and could not have been known which shows new significant environmental effects. Therefore, no subsequent or supplemental environmental review is required under CEQA Guidelines Section 15162.

Section 6. The Development Agreement included as Exhibit A is hereby approved, subject to minor and clarifying revisions approved by the City Manager and City Attorney, and the City Manager is authorized and directed to sign it on behalf of the City of Antioch.

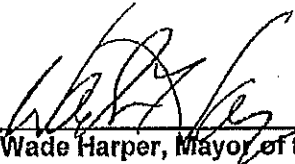
* * * * *

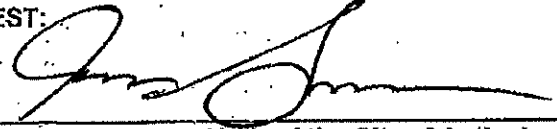
I HEREBY CERTIFY that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 12th day of January, 2016, and passed and adopted at a regular meeting thereof, held on the 26th day of 2016, 2016.

AYES: Council Members Wilson, Ogorchock, Tiscareno, Rocha and Mayor Harper

NOES: None

ABSENT: None


Wade Harper, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tarra Mendes, Police Lieutenant *JM*

APPROVED BY: Tammany Brooks, Chief of Police *TB/JM*

SUBJECT: POLICE CRIME PREVENTION COMMISSION APPOINTMENT FOR TWO FULL-TERM VACANCIES EXPIRING OCTOBER 2021

RECOMMENDED ACTION

It is recommended that the Mayor nominate and Council appoint by resolution two full term vacancies to the Police Crime Prevention Commission expiring October 2021.

STRATEGIC PURPOSE

Long Term Goal L: City Administration: Provide exemplary City administration.

Strategy L-7: Coordinate City Boards and Commissions administrative requirements.

FISCAL IMPACT

There is no fiscal impact as all positions are voluntary.

DISCUSSION

The Antioch Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and reports on programs. Commissioners are involved in public presentations, coordination of various Neighborhood Watch groups, and special community events such as National Night Out. The Commission consists of 7 members, who each serve a 4 year term. **Applicants must not be a full-time police officer.** The Commission meets on the third Monday evening of the month barring holidays at which time the meeting will be held the following Wednesday.

Currently there are (4) vacancies on the Antioch Police Crime Prevention Commission. The terms of three commissioners expired in October 2017 and one commissioner resigned in September 2017 leaving a partial term that expires October 2020.

As a result of advertising, 6 applications were received. Due to conflicts, 4 applicants were not able to make their scheduled interviews and were invited to participate in interviews to be scheduled later. 2 applicants were interviewed by Mayor Sean Wright, Police Chief Tammany Brooks and Police Crime Prevention Coordinator Hans Ho for the vacancy:

Lisa LaPoint
Dwayne Eubanks

The appointments will be seated at the regularly scheduled Antioch Police Crime Prevention Commission meeting on January 17, 2018. There is a current opening announcement for the remaining full term vacancy as well as the partial term vacancy. The application deadline for these openings is January 12, 2018.

ALTERNATIVE

The Council could keep the positions vacant and continue the recruitment for additional applications. This alternative is not recommended.

ATTACHMENTS

- A. Resolution
- B. Applications of the listed applicants.

RESOLUTION NO. 2018/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO THE
POLICE CRIME PREVENTION COMMISSION FOR THE (2) TWO FULL-TERM
VACANCIES, ENDING IN OCTOBER 2021

WHEREAS, there are currently (2) two full-term vacancies on the Police Crime Prevention Commission ending in October 2021; and

WHEREAS, the City Clerk's Office made announcement of the vacancies and solicited applications for the (2) two full-term vacancies; and

WHEREAS, Mayor Sean Wright considered two applications received and interviewed each of the interested applicants; and

WHEREAS, Antioch Municipal Code Section 2-5.201 requires that the Mayor nominate candidates for membership on all boards and commissions and requires that the City Council approve, by a majority vote, the appointment of said nominee; and

WHEREAS, Mayor Sean Wright has nominated insert name of appointee(s) after appointment to the Police Crime Prevention Commission; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch hereby approve the Mayor's nominations of insert name of appointee(s) after appointment and appoint him/her to serve on the Police Crime Prevention Commission, as Commissioners, full-terms, ending in October 2021.

* * * * *

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 9th day of January, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

RECEIVED

OCT 13 2017

CITY OF ANTIOCH
CITY CLERK



Deadline is 5:00 p.m. Friday, October 13, 2017

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - 4-year term expiring October 2021

Print your name: Lisa D LaPoint

Address: [REDACTED] City: Antioch

ZIP Code 94531 Phone (H) _____ (W) _____ (C) [REDACTED]

E-mail address: [REDACTED]

Employer: R.J. Gordon Construction

Address: P.O. Box 23204 City: Pleasant Hill

Occupation: Office Manager

Years lived in the City of Antioch: 8 1/2 years

List the three (3) mail reasons for your interest on this appointment:

Helping my neighbors
More involvement in my community
Help others in the neighborhood watch

Have you attended any meetings of this commission? Yes

Have you had any previous city community service on this commission? (If yes, please explain) Citizen Police Academy

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? Honest, On time, and I

like getting involved. Getting people the information
so they can improve their neighborhood

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? Yes

PLEASE ATTACH YOUR RESUME (Recommended to enhance your application).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Deliver mail or email to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007
Email: cityclerk@ci.antioch.ca.us


Signature

10-13-17
Date

Lisa D. LaPoint

Antioch, Ca 94531

Professional

Experience:

R. J. Gordon Construction, Inc 2009-Current.

Office Manager

- Ensure all documents are prepared for bids, run bids
- Keep updated calendar of all bids and search for upcoming jobs
- Processed submittals and kept logs on each job, setting up projects
- Worked with Bonding and Insurance companies for bids and jobs
- Handled all Safety Reports, training and workers compensation injury reports
- Input weekly invoices, job costing
- Enter time for weekly payroll
- Resolve issues with clients about accounts
- Worked with Conditional and Unconditional lien releases
- Answer phones and greet clients

McGuire and Hester, Oakland, CA 2005 to 2009.

Safety/Contracts Assistant

- Responsible for the merge of Bauman Landscape to McGuire and Hester including, Payroll, Accounts Payable and Accounts Receivable.
- Safety assistant included, working closely with workers compensation, and employees to ensure all forms were processed for payment. Kept updates on all claims for management.
- Contracts assistant included, processing contracts assigning job numbers, working with bonding company and insurance companies to ensure the contract was processed correctly and in a timely fashion.
- Ensured all 218 AT&T phones are updated and working properly.

Bauman Landscape, Inc. Richmond, Ca 2002 – 2005.

Payroll/Contracts Administrator

- Responsible for payroll up to 150 employees, including direct deposits, monthly union reports, workers compensation and reporting certified payroll. Paying weekly State and Federal taxes.
- Transfer job information from various computer systems, set up new jobs including folders, insurance, preparing subcontracts, maintaining job information in the system for accurate billing, including change orders and extra work.
- Answering phones, filing, mail including Fed-ex and UPS.

Accounts Payable, Bauman Landscape, Inc

- Duties included data entry of invoices, heavy job costing.
- Weekly and daily check runs, filing, keeping petty cash available for employees and small vendors.
- Account reconciliation and resolving issues with vendors.

Stevette Construction, Inc. Emeryville, Ca June 2001 to April 2002.

Accounting Assistant

- Responsible for weekly payroll, reimbursements.
- Data entry of invoices and job costing.
- Weekly accounts payable check runs and daily check requests.
- Work with project managers and ensuring that monthly billing was correct and completed.
- Setting up jobs from contracts in accounting system.
- Made deposits, undated cash report daily.

Bauman Landscape, Inc. Richmond, Ca March 2000 to June 2001.

Accounts Payable

- Duties included data entry of invoices, heavy job costing. Weekly and daily check runs, filing, keeping petty cash available for employees and small vendors.
- Account reconciliation and resolving issues with vendors.

DHR Construction, Inc American Canyon, Ca October 1998 to March 2000.

Accounting Assistant/Payroll Clerk

- Responsible for bi-weekly payroll and expense checks for over 60 employees.
- Weekly check runs for vendors, account reconciliation and resolving issues with vendors.
- Data entry and heavy job costing.
- Duties included answering phones, ordering heavy equipment and material.

Professional

Skills:

Microsoft Windows, Word, Excel, 10 key by touch, typing 40wpm, data entry, bookkeeping, facsimile, copier, alpha, numeric filing, Current Notary. Software systems include: Dispatcher, Heavy Job, Spectrum, Access, Master builder 6, Bidtek, Heavy Bid and Timberline, Nextel, AT&T/ Motorola phones. Completed 10 hr & 30 hr OSHA Safety course, CPR certified

Education:

John Swett High School, Crockett, Ca June 1982
Solano Community College, Napa Ca 1998
Completed two courses in basic accounting principals

Military

Education:

Naval Basic Training, Orlando Fl, 1987
Served in The United States Navy from 1987 to 1990

Community:

City of Antioch Neighborhood Watch Commissioner



RECEIVED

SEP 27 2017

CITY OF ANTIOCH
CITY CLERK

Deadline is 5:00 p.m. Friday, October 13, 2017

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - 4-year term expiring October 2021

Print your name: Dwayne D. Eubanks

Address: [REDACTED] City: Antioch

ZIP Code 94559 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

E-mail address: [REDACTED]

Employer: State of California - Judicial Council of California

Address: 455 Golden Gate City: San Francisco

Occupation: Systems Analyst

Years lived in the City of Antioch: 13 yrs

List the three (3) main reasons for your interest on this appointment:

Please see previous application May 2017

Have you attended any meetings of this commission? Yes

Have you had any previous city community service on this commission? (If yes, please explain) Yes - presently serving

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission?

Technology, Sociology; Justice System

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

Presently serving in Good Standing

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? Yes

PLEASE ATTACH YOUR RESUME *(Recommended to enhance your application).*

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Deliver mail or email to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007
Email: cityclerk@ci.antioch.ca.us

David D. Gebel
Signature

9/27/17
Date

RECEIVED

OCT 06 2017

CITY OF ANTIOCH
CITY CLERK



Deadline is 5:00 p.m. Friday, October 13, 2017

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - Partial Term ending October 2020

Print your name: Laystem Price

Address: [Redacted] City: Antioch

ZIP Code 94531 Phone (H) [Redacted] (W) [Redacted] (C)

E-mail address: [Redacted]

Employer: California Department of Corrections

Address: 7630 South Newcastle Rd City: Stockton

Occupation: Casework Specialist

Years lived in the City of Antioch: 4 yrs.

List the three (3) main reasons for your interest on this appointment:

Public Safety

Community Wellness

Reduce Crime

Have you attended any meetings of this commission? no

Have you had any previous city community service on this commission? (If yes, please explain) no

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? I work in the Department of Corrections, working with inmates. Understanding public service and prevent crime and promote awareness.

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

I would like to provide services to help the community

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street)-at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? Yes

PLEASE ATTACH YOUR RESUME *(Recommended to enhance your application)*.

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Deliver mail or email to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007
Email: cityclerk@ci.antioch.ca.us

[Signature]
Signature

10-16-17
Date

Lynden G. Price,

Resume

**California Department of Corrections
Supervising Casework Specialist, Youth Authority**

This position is under the direction of the Program Administrator. The Supervising Casework Specialist (SCWS) provides direct supervision to a Mental Health or Clinic Intake unit, and directly supervises the Senior Youth Correctional Counselor (SYCC), Casework Specialist (CWS) and Parole Agent I (PAI). Actively support the vision and mission of the Division of Juvenile Justice (DJJ) by promoting a rehabilitative environment. Incorporate the vision and mission of DJJ in a daily work pattern and ensure that subordinate supervisors know and apply them. Supervise an inter-disciplinary team, implementing the program and ensuring that staff works collaboratively with the youth to develop program goals, transition plans and incentives for change. Reinforce the expectation that staff utilize skills consistent with the Integrated Behavior Treatment Model (IBTM) in order to effectively provide treatment to youth. Ensure that assigned SYCCs and subordinates work collaboratively with youth in an inter-disciplinary team approach to develop goals, case plans, transition plans and incentives for change. Reinforce the expectation that staff utilize skills consistent with the Integrated Behavior Treatment Model (IBTM) in order to effectively provide services to youth. These skills include but are not limited to: ensuring that unit staff understand the youth's target behaviors that are derived from the youth's risk/needs assessment and documented in the case plan; unit staff consistently deliver cognitive-behavioral interventions as designed and use the strength-based Positive Reinforcement System and Youth Incentive Program to reinforce desired behavior identified in groups and in the individual case plan; and ensures that staff use motivational interviewing strategies in day to day interactions with youth as well as in case conferences.

**California Department of Corrections
Casework Specialist, Youth Authority**

Ventura Youth Correctional Facility,
Reception Intake, Intensive Male Treatment Program, Female Intake

Performs intensive individual casework services and group work counseling and psychotherapy with an assigned caseload; prepares sociopsychiatric case history information for use in diagnosis and participates in diagnostic formulations; interprets the social aspects of mental and emotional disturbances and delinquency to parents, relatives, parole officers, and others interested in the welfare of wards and residents; acquaints other staff members with the social service role in diagnosis and treatment and works as a team member with other treatment disciplines; collaborates with social agencies in preparing the ward and his family for his eventual release on furlough or parole; summarizes case material for case conferences; prepares and presents progress reports as required; participates in research projects; may train graduate

social work students during field placements; may act as lead person in the absence of the Supervising Casework Specialist; provides necessary in-depth qualitative technical review of casework services performed by Youth Correctional Counselors and teachers; consults with and advises the Senior Youth Correctional Counselor on the casework services being performed; prepares verbal, written, and statistical reports; participates as a trainer in training sessions, or as a significant member at meetings, committees, and conferences; makes significant casework and program assignment decisions on ward cases assigned; cooperates with field parole in developing parole plans for prospective parolees; prepares cases for the Youthful Offender Parole Board calendar; maintains order and supervises the conduct of persons committed to the Department of the Youth Authority; prevents escapes and injury by these persons to themselves or others or to property; maintains security of working areas and work materials; and inspects premises and searches wards, residents, or patients for contraband, such as weapons or illegal drugs.

Youth Correctional Counselor

Intensive Treatment Program, Specialized Counseling Program, Behavioral Treatment Program, Core Male Program, High Core Male Program

Directs, counsels, and supervises youthful offenders in their daily living and activity programs; maintains living unit custody and necessary discipline which may include verbal commands, and physical, mechanical, or chemical restraint of out-of-control youthful offenders; responds to emergencies, escapes, and disturbances as directed; develops and implements constructive activity programs for periods of time when youthful offenders are not in an academic or vocational work program; provides a planned, scheduled, casework program of individual and small group counseling for an assigned case load of approximately ten (10) to twelve (12) youthful offenders; assists in the classification of assigned youthful offenders for purposes of assuring appropriate placement on a living unit, in a work experience or academic/vocational training program, or for other special programmatic needs; participates in large group counseling sessions on the living unit conducted during work shift; communicates and coordinates with other facility staff regarding observations and conclusions resulting from work with assigned youthful offenders; prepares written progress evaluations, treatment summaries, and other reports required by the Department and the Youthful Offender Parole Board; implements treatment plans developed by the treatment team to which assigned; presents diagnostic and treatment information about assigned youthful offenders at scheduled case conferences; assists in planning and carrying out programs of education, recreation, intramural sports, community service projects, victim awareness, and other activities; involves volunteers in program activities on a planned, regular basis, and maintains appropriate volunteer records; may work with the Free Venture Coordinator of the facility to screen/refer youthful offenders as appropriate; trains and oversees youthful offenders in cleanliness, personal care, and grooming; operates electronic word and data processing systems for information input and retrieval; participates in in-service training sessions; orders materials and supplies necessary for the operation of the unit. At a youth conservation fire camp, works cooperatively with staff of law enforcement and fire suppression departments as necessary; operates a motor vehicle as necessary; and supervises youth conservation fire camp activities of a group of youthful offenders.

Tactical Team

DJJ Complex and Ventura Youth Correctional Facility Emergency response for DJJ facility, Camps. Respond to facility issues, escapes, and disturbances. Assist with violence reduction, and gang issues.

Youth Correctional Officer N.A. Chaderjian YCF

Assists in maintaining total facility security and safety, which may include verbal commands and physical, mechanical, or chemical restraint of out-of-control youthful offenders; reports on any breach or potential breach of security; maintains custody, supervision, and accurately accounts for youthful offenders in assigned areas of responsibility, both on and off grounds; facilitates group movements of youthful offenders within a facility, maintaining discipline and order; responds to emergencies, escapes, and disturbances as directed; searches persons, packages, and premises for contraband; searches buildings, perimeters, and other areas for maintenance of standards of security, safety, order, and cleanliness; prepares clear and accurate incident reports in a timely and expeditious manner; establishes rapport and communicates with youthful offenders on a daily basis; communicates with other facility staff regarding observations and conclusions resulting from group interaction and individual youthful offender behavior; assists the Youth Correctional Counselor in providing supervision of youthful offenders for feeding, personal care, recreation, and other general activities; operates electronic word and data processing systems for information input and retrieval; participates in in-service training sessions; operates a motor vehicle as necessary; may transport youthful offenders to or from airports, bus stations, hospitals, court, jobs, or other facilities or community service projects. At a youth conservation fire camp, works cooperatively with staff of law enforcement and fire suppression departments as necessary.

Skills

Experience administering assessments, and clinical testing for psychological evaluation. I have worked as a Youth correctional counselor utilizing skills to mentor, and provide treatment to young males, and ladies. I have experience working as a Casework Specialist on the intake unit, screening intakes, administering testing, VDISC, Treatment Needs Assessments, also writing Clinical Assessments along with creating and updating Crisis Intervention Plans. I have interviewing skills, Motivational Interviewing, Cognitive Behavioral Therapy, and Anger Intervention Training. I have experience as an intern working with Residential treatment Programs for male and female youth in the community. I have training with group treatment, as well as individual treatment.



RECEIVED

OCT 03 2017

CITY OF ANTIOCH
CITY CLERK

Deadline is 5:00 p.m. Friday, October 13, 2017

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - 4-year term expiring October 2021

Print your name: JOHN MALCOLM JR.

Address: [REDACTED] City: ANTIOCH, CA

ZIP Code 94509 Phone (H) [REDACTED] (W) --- (C) [REDACTED]

E-mail address: [REDACTED]

Former Employer: IBEW

Address: 1875 ARNOLD DR City: MARTINEZ

Occupation: ELECTRICIAN

Years lived in the City of Antioch: 35

List the three (3) main reasons for your interest on this appointment:

MY BIGGEST PET PEEVE IS THEFT
HELP KEEP ANTIOCH FREE OF CRIME (THE BEST I CAN)
HELP PEOPLE TO STAY AWARE OF THOSE AROUND THEM

Have you attended any meetings of this commission? NO

Have you had any previous city community service on this commission? (If yes, please explain) NO

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? I'VE CALLED AND CAUGHT THEIFTS
IN MY NEIGHBORHOOD ON 3 SEPARATE OCCASIONS.

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

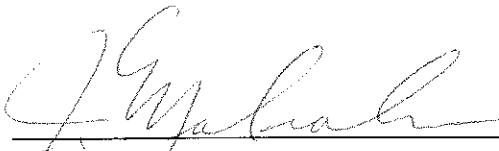
The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? YES

PLEASE ATTACH YOUR RESUME *(Recommended to enhance your application).*

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Deliver mail or email to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007
Email: cityclerk@ci.antioch.ca.us



Signature

10-3-17

Date



RECEIVED

OCT 9 2017

CITY OF ANTIOCH
CITY CLERK

Deadline is 5:00 p.m. Friday, October 13, 2017

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - 4-year term expiring October 2021

Print your name: Elka Marie Raulston

Address: [REDACTED] City: Antioch

ZIP Code 94569 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

E-mail address: [REDACTED]

Employer: Transition to Independence

Address: 2672 Dodge Ave City: Pittsburg, CA 94564

Occupation: TL Saperus or

Years lived in the City of Antioch: 1 yrs.

List the three (3) mail reasons for your interest on this appointment:

Criminal activities going on in the neighborhood
Homeless encampments going up all over Antioch.
Mental Health and how the police deal with issues surrounding it.

Have you attended any meetings of this commission? NO

Have you had any previous city community service on this commission? (If yes, please explain) NO

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? I was on the Housing Commission for the city of Livermore for 7 1/2 yrs. I was on the Police Commission for the city of Oakland for 3 1/2 yrs.

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.

Can you attend the meetings at the designated time? yes

PLEASE ATTACH YOUR RESUME *(Recommended to enhance your application)*.

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Deliver mail or email to: Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007
Email: cityclerk@ci.antioch.ca.us


Signature

10/28/17
Date

Erika Marie Raulston

700 West 9th Street Antioch, CA 94509

SUMMARY OF QUALIFICATIONS:

Over twenty (20) years' experience within the healthcare industry

Clinically trained in patient care, with expertise in Alzheimer/dementia patients

Certified Medical Assistant, with over fifteen (15) certifications in this discipline Trained and skilled in Green construction and solar installation

ADMINISTRATIVE SKILLS:

Microsoft Word, WordPerfect, Medi Soft, Thera-App, 40 WPM typing speed Administrative Assistant, Case Management, Clinical Documentation, Record Keeping,

WORK EXPERIENCE:

Alameda Point Collaborative, Alameda, CA

Workforce Development Specialist 2016

This position will be responsible for the implementation of group activities, classes and events, working closely with Support Specialists and Children & Youth staff to ensure that employment and career activities are integrated into all APC program services. This position will also support residents to obtain the skills, tools and resources to access employment through one-to-one career coaching within APC's Service and Employment Center.

Outreach and Orientation Activities

- Outreach to adult and youth residents at APC and inform them of Workforce Development opportunities available through APC.
- Interview, advise, and guide a diverse population of clients and coordinate with Employment Team to deliver comprehensive career services from intake and training, to job-placement and longitudinal tracking and support.
- Provide onboarding assessment to gauge program candidate employability level and type of employment/ training to pursue for everyone.

Workforce Development Activities

- Coordinate with Employment Services Team to adapt curriculum to meet participant and potential employer needs.

- Create opportunities and events for employment opportunities, including job fair attendance, recruitment events, employer and training program relationships, and in-house workshops.

Employment Center and One-to-One Employment Assistance • Supervise and coordinate

Career Center activities and Career Center volunteers. This includes:

- Direct training and task supervision of Career Center volunteers, interns and On-the-Job Trainees (OJTs) in the following:
 - Job search assistance with participants in the Career Center.
 - Career Center orientations
 - Manage data collection and outcome reports for Career Center activities through BIRP notes.
- One-on-one appointments for job coaching, job-application, and ongoing support
- Assist with development and implementation of a process for program graduate tracking and support

Agency and Team Duties • Participate as a member of the

Workforce Development Team:

- By attending all scheduled meetings. ○ Complete service logs and notes to facilitate effective and holistic coordination of support.
- Provide back-up OJT training supervision.
- Participate in regular staff development trainings and meetings
- Ensure that employment related data is input and maintained in relevant MIS data base(s)
- Ensure that back up contract service documentation related to employment service activities is maintained in client files.

Genentech. South San Francisco, CA 2016

Case Manager

The Case Manager acts as a liaison between patients, providers, MDs, pharmacies and insurance carrier to assure services are provided in the least restrictive, least costly manner.

Provides customer focused reimbursement support to patients, pharmacists, physicians and internal sales force in a high-volume contact center environment (both inbound and outbound phone calls)

Educates, informs, and assists patients and providers to navigate through the reimbursement process for the assigned product

Identifies barriers to reimbursement and continually identifies and recommends program efficiencies to the Supervisor to promote high quality of work by Access Solutions/GATCF staff

Identifies and facilitates referrals to alternative coverage options and financial assistance programs for patients who are under insured or require copy assistance

Establishes relationships with appropriate stakeholders

May conduct necessary benefits, coverage and payer research/investigations to ensure appropriate resources, compliance with payor appeal policies, practices, timelines,

Educates, informs and generally assists patients and their families, as well as other related external or internal parties on how to navigate the appeals process

Manages all steps, timing and outcomes during appeal process. Including completing written communications to patients and other external parties on appeal progress

Follows-up on all appeals to obtain, where possible, authorizations and ensure appropriate status.

Las Trampas Inc. Lafayette, CA. 2014

Direct Support Professional

Caring for mentally delayed clients transitioning from Napa State Mental Hospital to individual care homes; assisting with dressing, daily personal hygiene (IDLs), light housekeeping, food preparation, delivery of medications, assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, case management, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping; supervision of/participation in leisure activities with consumers; and, implementation of specific treatment plans.

Senior Helpers Moraga, CA 2013-2014

Hospice Aide/Home Health Aide

Caring for seniors with Alzheimer and/or dementia; assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, hospice care, case management, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping. Mentoring, consumer transportation, supervision of and participation in leisure activities with consumers and consumers' families, and assistance in the implementation of specific treatment plans.

Home Health Assistance Oakland CA, 2013- 2014

Hospice Aide/Home Health Aide

Caring for seniors with Alzheimer and/or dementia; assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, hospice care, case management, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping; mentoring, consumer transportation, supervision of and participation in leisure activities with consumers and consumers' families; and, assistance in the implementation of specific treatment plans.

Centre for Neuro Skills Emeryville, CA, 2012-2013

Neuro Rehab Specialist

Primary clinical involvement will be with a rapidly expanding stroke and brain injury inpatient service, but include a mix of outpatient and further development of a growing consult service; evaluation and management of rehabilitation needs for traumatic brain injury patients; and, medical management for traumatic brain injury patients.

Brightstar Healthcare Lafayette, CA. 2009-2012

Home Health Aide

Caring for seniors with Alzheimer and/or dementia; assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, hospice care, case management, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping.

The Cedars of Marin Ross, CA 2008-2010

Float Staff/Relief Manager

Provide case management services and consultation to persons with developmental disabilities residing in Adult Foster Care/Specialized homes, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping, mentoring, consumer transportation, supervision of and participation in leisure activities with consumers and consumers' families; and assistance in the implementation of specific treatment plans.

Algeria Community Living, Oakland, CA 2007 – 2008

Direct Support Professional

Serving senior patients transitioning from Agnes State Hospital by teaching them how to live semi-independently in individual homes within communities, monitored by agency.

Children's Hospital of Oakland, Oakland, CA 2007

Patient Care Assistant

Charting of weights/heights, monitoring blood pressure, setting up ALC's, downloading diabetic monitors, administering urinalysis, scheduling physician appointments, preparing charts for visits, and registration of patients.

Visiting Angels & Hillendale Homecare, Livermore, CA 2006 – 2007 Certified

Medical Assistant (two separate agencies concurrently)

Triaging and assessing client's status daily and providing companionship and care for clients, including assistance with daily living (ADLs), light housekeeping, meal preparation and errands for senior citizens in need of a little assistance or those clients with dementia or Alzheimer's; handling more complex cases when care is needed for a Multiple Sclerosis, stroke, cancer, or post-operative client in which bathing, incontinence care, personal hygiene and complex

transferring may be involved; Served as Nursing Assistant at Heritage Estates, Rosewood Gardens, and Villa San Ramon residential care facilities.

EDUCATION:

Richmond Builds 2009
Green Construction and Solar Installation training (3 months)

ARC University, Contra Costa, CA 2007
Learning Styles and Teaching Techniques in Violence, Abuse, and Disabilities

Las Positas-Chabot Community College, Livermore, CA 2003 – 2007
Pre-Nursing Education

Career Solutions College, Union City, CA 2002
Clinical Medical Assistant Program

Merritt College, Oakland, CA 1998
Home Health Aide Program

Erika Marie Raulston

SUMMARY OF QUALIFICATIONS:

Over twenty (20) years' experience within the healthcare industry
Clinically trained in patient care, with expertise in Alzheimer/dementia patients
Certified Medical Assistant, with over fifteen (15) certifications in this discipline
Trained and skilled in Green construction and solar installation

ADMINISTRATIVE SKILLS:

Microsoft Word, WordPerfect, Medi Soft, Ther-App, 40 WPM typing speed Administrative Assistant, Case Management, Clinical Documentation, Record Keeping,

WORK EXPERIENCE:

Vintage Senior Living at The Kensington - Walnut Creek Medication Aide, January 2017 – May 2017

Medication Aides are responsible for delivering medication services to residents and documenting resident services accordingly. Medication Aides are required to: maintain appropriate levels of confidentiality with residents and family information; assist and/or administer medications as prescribed by physician to residents; notify LPN of any untoward medication response; assist/manage all medication refills; acts as a liaison between caregivers and nursing staff regarding medication; delivers services and monitors resident needs according to service plan; and ensures high quality resident care is consistently being delivered.

Alameda Point Collaborative, Alameda, CA Workforce Development Specialist September 2016 – April 2017

This position will be responsible for the implementation of group activities, classes and events, working closely with Support Specialists and Children & Youth staff to ensure that employment and career activities are integrated into all APC program services. This position will also support residents to obtain the skills, tools and resources to access employment through one-to-one career coaching within APC's Service and Employment Center.

Outreach and Orientation Activities

- Outreach to adult and youth residents at APC and inform them of Workforce Development opportunities available through APC.
- Interview, advise, and guide a diverse population of clients and coordinate with Employment Team to deliver comprehensive career services from intake and training, to job-placement and longitudinal tracking and support.
- Provide onboarding assessment to gauge program candidate employability level and type of employment/ training to pursue for everyone.

Workforce Development Activities

- Coordinate with Employment Services Team to adapt curriculum to meet participant and potential employer needs.
- Create opportunities and events for employment opportunities, including job fair attendance, recruitment events, employer and training program relationships, and in-house workshops.

Employment Center and One-to-One Employment Assistance • Supervise and coordinate

Career Center activities and Career Center volunteers. This includes:

- Direct training and task supervision of Career Center volunteers, interns and On-the-Job Trainees (OJTs) in the following:
 - Job search assistance with participants in the Career Center.
 - Career Center orientations
 - Manage data collection and outcome reports for Career Center activities through BIRP notes.
- One-on-one appointments for job coaching, job-application, and ongoing support
- Assist with development and implementation of a process for program graduate tracking and support

Agency and Team Duties • Participate as a member of the

Workforce Development Team:

- By attending all scheduled meetings. ○ Complete service logs and notes to facilitate effective and holistic coordination of support.
- Provide back-up OJT training supervision.
- Participate in regular staff development trainings and meetings
- Ensure that employment related data is input and maintained in relevant MIS data base(s)
- Ensure that back up contract service documentation related to employment service activities is maintained in client files.

Genentech.

South San Francisco, CA
March 2016 – November 2016

Case Manager

The Case Manager acts as a liaison between patients, providers, MDs, pharmacies and insurance carrier to assure services are provided in the least restrictive, least costly manner.

Provides customer focused reimbursement support to patients, pharmacists, physicians and internal sales force in a high volume contact center environment (both inbound and outbound phone calls)

Educates, informs, and assists patients and providers to navigate through the reimbursement process for the assigned product

Identifies barriers to reimbursement and continually identifies and recommends program efficiencies to the Supervisor to promote high quality of work by Access Solutions/GATCF staff

Identifies and facilitates referrals to alternative coverage options and financial assistance programs for patients who are under insured or require copy assistance

Establishes relationships with appropriate stakeholders
May conduct necessary benefits, coverage and payer research/investigations to ensure appropriate resources, compliance with payor appeal policies, practices, timelines,

Educates, informs and generally assists patients and their families, as well as other related external or internal parties on how to navigate the appeals process

Manages all steps, timing and outcomes during appeal process. Including completing written communications to patients and other external parties on appeal progress

Follows-up on all appeals to obtain, where possible, authorizations and ensure appropriate status.

Undergone Surgery

Las Trampas Inc.
Lafayette, CA.
Jan 2014 – June 2014

Direct Support Professional

Caring for mentally delayed clients transitioning from Napa State Mental Hospital to individual care homes; assisting with dressing, daily personal hygiene (IDLs), light housekeeping, food preparation, delivery of medications, assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, **case management**, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; **extensive clinical documentation and record keeping; supervision of/participation in leisure activities with consumers; and, implementation of specific treatment plans.**

Senior Helpers
Moraga, CA
Jan 2013- June 2014

Hospice Aide/Home Health Aide (On Call positions)

Caring for seniors with Alzheimer and/or dementia; assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, hospice care, case management, using person centered processes to develop, **coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping.**
Mentoring, consumer transportation, supervision of and participation in leisure activities with consumers and consumers' families, and assistance in the implementation of specific treatment plans.

Home Health Assistance
Oakland CA,
Jan 2013- June 2014

Hospice Aide/Home Health Aide (On call positions)

Caring for seniors with Alzheimer and/or dementia; assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, hospice care, case management, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping; mentoring, consumer transportation, supervision of and participation in leisure activities with consumers and consumers' families; and, assistance in the implementation of specific treatment plans.

Centre for Neuro Skills

Emeryville, CA,
Jan 2012- Jan 2013

Neuro Rehab Specialist

Primary clinical involvement will be with a rapidly expanding stroke and brain injury inpatient service, but include a mix of outpatient and further development of a growing consult service; evaluation and management of rehabilitation needs for traumatic brain injury patients; and, medical management for traumatic brain injury patients.

BriteStar Healthcare

Lafayette, CA,
June 2009 - Jan 2012

Home Health Aide

Caring for seniors with Alzheimer and/or dementia; assisting with dressing, daily personal hygiene, light housekeeping, food preparation, delivery of medications, hospice care, case management, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping.

The Cedars of Marin

Ross, CA

1/2008-08/2010

Float Staff/Relief Manager

Provide case management services and consultation to persons with developmental disabilities residing in Adult Foster Care/Specialized homes, using person centered processes to develop, coordinate and monitor individual plans; overall coordination of individualized consumer services; extensive clinical documentation and record keeping, mentoring, consumer transportation, supervision of and participation in leisure activities with consumers and consumers' families; and assistance in the implementation of specific treatment plans.

Algeria Community Living, Oakland, CA

2007 – 2008

Direct Support Professional

Serving senior patients transitioning from Agnes State Hospital by teaching them how to live semi-independently in individual homes within communities, monitored by agency.

Children's Hospital of Oakland, Oakland, CA

2007

Patient Care Assistant

Charting of weights/heights, monitoring blood pressure, setting up ALC's, downloading diabetic monitors, administering urinalysis, scheduling physician appointments, preparing charts for visits, and registration of patients.

Visiting Angels & Hillendale Homecare, Livermore, CA 2006 – 2007

Certified Medical Assistant (two separate agencies concurrently)

Triaging and assessing client's status daily and providing companionship and care for clients, including assistance with daily living (ADLs), light housekeeping, meal preparation and errands for senior citizens in need of a little assistance or those clients with dementia or Alzheimer's; handling more complex cases when care is needed for a Multiple Sclerosis, stroke, cancer, or post-operative client in which bathing, incontinence care, personal hygiene and complex transferring may be involved; Served as Nursing Assistant at Heritage Estates, Rosewood Gardens, and Villa San Ramon residential care facilities.

EDUCATION:

Richmond Bullds

2009

Green Construction and Solar Installation training (3 months)

ARC University, Contra Costa, CA Learning Styles and Teaching Techniques in Violence, Abuse, and Disabilities	2007
Las Positas-Chabot Community College, Livermore, CA Pre-Nursing Education	2003 – 2007
Career Solutions College, Union City, CA Clinical Medical Assistant Program	2002
Merritt College, Oakland, CA Home Health Aide Program	1998
Seaside High School Monterey, CA Graduated	1988



RECEIVED

OCT 9 2017

CITY OF ANTIOCH
CITY CLERK

Deadline is 5:00 p.m. Friday, October 13, 2017

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION - 4-year term expiring October 2021

Print your name: Leslie D. May

Address: [REDACTED] City: [REDACTED]

ZIP Code 94509 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]

E-mail address: [REDACTED]

Employer: Telecare Hope House

Address: 300 Ilene Street City: Martinez

Occupation: Clinician

Years lived in the City of Antioch: 1

List the three (3) main reasons for your interest on this appointment:

1. How mental illness/substance abuse is affecting this community/police
2. Homeless encampments, which include cars, vans, motor homes
3. Criminal activity in local parks, which include substance abuse
4. Home break-ins; stealing packages/mail; stealing of water at night.

Have you attended any meetings of this commission? Yes

Have you had any previous city community service on this commission? (If yes, please explain) No

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission?

I've served as a Commissioner on the Human Services Advisory Board in Livermore, Ca; I am a mental health clinician at a crisis residential facility and see clients affected by mental health diagnoses and substance abuse. Of course, controlling/extinction of "dealers" would help but I see how families are affected and the fear their adult children may be killed by law enforcement because of their behaviors.

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

I am knowledgeable in both the areas of community
policing and human development/mental health. While
living in Oakland many years, I attended numerous
meetings at the City Council and townhall meetings
to be part of the discussions and planning of how to
address the many issues in Oakland. I also met with
Mayors to engage in one-on-one conversations about
the issues in Oakland.

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday.


Can you attend the meetings at the designated time? Yes

PLEASE ATTACH YOUR RESUME (Recommended to enhance your application).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Deliver mail or email to:

Antioch City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007
Email: cityclerk@ci.antioch.ca.us


Signature

10/09/2017
Date

Ms. Leslie D. May, M.S., M.P.A., M.A., MFTi, PCCI

2009-2010

or (909) 333-1113 - Email: [REDACTED]

SUMMARY OF QUALIFICATIONS:

- IMF91402 and PCCI2642
- Domestic Violence Facilitator certification
- Supervised Visitation and Supervised Exchange Agent
- **Beacon Provider**
- Pediatric/Adult CPR, First Aid, EpiPen, AED, and Asthma Care
- EMR trained, MediCal CANS/ANSA trained, NPI number # 1639584550

PROFESSIONAL EXPERIENCE:

Telecare HOPE House

06/22/2017-Present

Clinician

1. Observes, records and reports member social and psychiatric behavior.
2. Completes assessments for assigned members. This includes obtaining necessary data regarding the member's social and psychological history.
3. Participates as a team member and provides input via reporting observations, concerns and asking appropriate questions.
4. Reviews and implements member service plans.
5. Actively facilitates and participates in team meetings and service planning meetings.
6. Provides leadership in facilitating the team process.
7. Provides 24 on-call (cell phone) coverage as needed
8. Provides education/training to other team members as necessary.
9. Assures program options providing a process which offers increasing opportunities for employment, social integration and independent living.
10. Participates actively in maintaining and participating in program activities.
11. Participates in the program evaluation process, utilizing results to identify needs, establish goals and directions for future planning.
12. Collaborates with Program Director/Administrator to assures program options providing a process which offers increasing opportunities for employment, social integration and independent living.
13. Attends and overseeing the monthly Utilization Review process.
14. Supervise, train and oversee and PSC II's in service plans and risk assessments.
15. Oversee all referrals to the program.

Bonita House-Casa Ubuntu

09/2016-06/16/2017

Case Manager-Mental Health Practitioner

1. Perform Case Management and stage-based dual diagnosis treatment services including integrated assessment, relapse prevention, crisis intervention, social skills training.
2. Utilize Solution Focused Brief therapy
3. Conduct outreach to engage clients and enlist family support
4. Provide psychoeducation, skills-building, and linkages to community supports

5. Maintain appropriate Medi-Cal clinical documentation.
6. Performs duties of mental health and substance abuse counselor in Day Rehab program. As a member of the clinical team, coordinates treatment and services for adults who have a psychiatric disability or who have co-occurring disorders, provides ongoing assessment, counseling and intervention; establishes linkages and acts as a service broker to meet clients' comprehensive needs.
7. Provides crisis management services as needed.
8. Responsible to plan and facilitate a variety of treatment groups in the Day Rehab program.
9. Conducts intake interviews as assigned that include: community liaison functions; clinical assessments; and written documentation.
10. Additional clinical responsibilities include: formulating individual treatment plans for a client caseload and providing case management services; assisting in clinical staff meetings; participating in individual supervision and group supervision; and acting as a liaison with other mental health agencies.
11. Documentation responsibilities include writing weekly progress notes. It is a requirement of the position that client charts be maintained in a timely way per regulatory standards.
12. Responsible for monitoring compliance with state and county licensing/certification requirements and specific on-site program operations as assigned.
13. Participate in planning and conducting occasional outings and holiday events.
14. Supervises administrative team and ISS team (5 employees) to ensure smooth operation of program during Program Director's absence.

ASPIRE Golden State Preparatory Academy

02/2016- 10/2016

Mental Health Counselor

1. Provide individual and group services to children that emphasize improved educational performance and/or conduct
2. Screen and evaluate referred children including selecting appropriate instruments, administering tests, observations, and writing reports which state the evaluation findings and provide for educational program recommendations
3. Participate as a member of the IEP team, contributing evaluation findings and collaborating with all members of the team to develop education plans
4. Collaborate with school staff around RtI implementation, Student Study Team meetings, and Aspire Crisis planning
5. Consult with parents, teachers, and other staff regarding any accommodations and/or modifications needed for a specific child

Lincoln Child Center-HOPE Program

09/2014-01/29/2015

Clinician in Practicum

1. Provided psychotherapy services to school-based youth in court schools
2. Completed mental health progress notes on client database
3. Met with Supervisor each week for training and supervision
4. Screened and intake responsibilities
5. Completed MediCal billing forms for submission to the state
6. Assessed clients for emergency intervention

John F. Kennedy Community Counseling Center
03/28/2015

03/2014-

Clinician in Practicum

1. Provided psychotherapy services the individuals, couples, families, and groups
2. Completed therapeutic reports to meet guidelines of the Board of Behavioral Sciences
3. Participated in Didactic trainings with supervisor and therapists
4. Participated in Community Operational Treatment meetings weekly
5. Screening/intake of prospective clients over-the-phone
6. Collection of fees at the reception desk

Institute for the Advanced Study of Black Family Life and Culture, Oakland, CA 09/2001 – 9/2002

Data Testing Specialist/Public Relations Manager

1. Worked for a SAMSHA funded HIV/AIDS project which targeted the low socio-economic African American female population of West Oakland
2. Performed administrative policy analysis, legislative analysis, economic analysis, budgetary analysis, complex financial/fiscal analysis and reporting, development/administration and management of contractual agreements and grants
3. Maintained strict confidentiality, supervising data management and quality control procedures, serving as trainer and evaluator, and case management

EDUCATION:

California State University East Bay; Hayward, CA.

- *Masters in Public Administration* March 2009
- *Masters in Health Care Administration* June 2007
- *Bachelor of Science in Psychology, Minor in Statistics* September 2005

John F. Kennedy University; Pleasant Hill, CA.

- *Masters in Clinical Counseling* June 2015
- *Certification in Professional Clinical Counseling* June 2015

PROFESSIONAL AFFILIATIONS:

Pi Alpha Alpha Honor Society, past President

Past Commissioner of the Human Services Advisory Board; City of Livermore

Past Commissioner of EOPS/CARE Advisory Board Member, Chabot-Las Positas College District

American Association of Anger Management Providers

CAMFT/AAMFT

CASVSP

ABPsi, member



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: Nancy Kaiser, Parks and Recreation Director *Nancy Kaiser*
SUBJECT: Update On Arts And Cultural Programs

RECOMMENDED ACTION

It is recommended that the City Council receive and file the report on arts and cultural programs and services in Antioch.

STRATEGIC PURPOSE

Long Term Goal J: Parks and Recreation. Provide outstanding facilities and programs for the community.

- **Strategy J-1:** Increase the use of the City's recreation facilities

FISCAL IMPACT

The 2017-2019 Budget includes \$71,000 each Fiscal Year for arts and cultural programs and services. The budget amount is a combination of Civic Arts and General Fund revenues. The City has expended \$35,500 in Fiscal Year 2017-2018 for arts and cultural programs per the professional services agreement with the Arts and Cultural Foundation of Antioch (ACFA).

DISCUSSION

In September 2017 the City received notice that the Arts and Cultural Foundation of Antioch (ACFA) was modifying their operations including but not limited to, the resignation of Diane Gibson-Gray as Executive Director for ACFA. In October ACFA informed the City that the Board of Directors voted to terminate the Agreement with the City for providing art and cultural programs and managing the Lynn House, effective December 31, 2017. The Arts and Cultural Foundation of Antioch has been providing citywide programs and services, and managing the Lynn House, for twelve years.

Art and cultural programs are valuable components for building community and increasing unity. Antioch is host to several nonprofit and community organizations that provide programs such as the Delta Blues Festival and Black History Exhibit. The ACFA will continue to serve the community with programs; most notably their *Celebration of Art* exhibit at the Antioch Historical Society.

Staff has identified two program areas under ACFA operations to maintain beginning in January 2018. First, the Lynn House will continue to be a community facility that is

available for lease, and staff is implementing a process for securing new tenants. Second, Summer Concerts in the Historic District is a beloved tradition and staff is developing a program budget and implementation plan to continue concerts.

Facilitating art and cultural programs and services in the long-term will coincide with citywide budget review and strategic planning efforts. Traditionally, the Civic Arts Fund is developed from Transient Occupancy Tax (TOT) revenues. The General Fund has contributed operational funding since Fiscal Year 2016.

Staff recommends that the City Council receive and file this report, as well as provide new ideas for staff to explore in the areas of art and cultural programs and services. It would be appropriate to discuss this item in more detail during the mid-year budget presentation scheduled for early March 2018.

ATTACHMENTS

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LB*

SUBJECT: Consideration of Bids for the West Antioch Creek Channel Improvements and Rejection of the Bid Award Protest (P.W. 201-6)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Rejecting the bid protest of Granite Construction;
2. Authorizing an amendment increasing the Capital Improvement Budget for the West Antioch Creek Channel Improvements project in the amount of \$429,000 from the Assessment District 27/31 and Capital Improvement funds for a total of a \$4,439,630; and
3. Awarding a contract to the lowest responsive and responsible bidder, DMZ Builders; and
4. Authorizing the City Manager to execute an agreement in the amount of \$3,999,500.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

FISCAL IMPACT

The Capital Improvement Budget includes \$4,010,630 for this work through the National Pollutant Discharge Elimination System Fund, Capital Improvement Fund and a Proposition 1E Stormwater Flood Management Grant. Additional funding from the National Pollutant Discharge Elimination System Fund in the amount of \$150,000, Capital Improvement Fund in the amount of \$150,000, and the Assessment District 27/31 Fund in the amount of \$129,000 is requested to fund engineering services during construction, inspections, preconstruction surveys, environmental awareness training, restoration implementation oversight, construction and contingencies for this project. In addition, as part of the City's partnership with the Contra Costa County Flood Control

District on this project, a total of \$1,800,000 in Drainage Area 55 Impact Fees have been utilized to fund property acquisitions and construction related activities. The City and Contra Costa County Flood Control District have funded approximately \$2,600,000 for the initial administration, design, land purchase and environmental compliance for this project. The estimated total cost of this project is \$8,136,000. Attachment B includes a summary of costs for this project.

DISCUSSION

In 1993, the Contra Costa County Flood Control District (District) completed channel improvements to West Antioch Creek from the San Joaquin River upstream to approximately West 8th Street. The available funding at the time did not allow improvements to extend further south, thus leaving a 650-foot segment consisting of undersized structural plate steel arch culverts under West 10th Street and a narrow concrete lined channel between West 10th Street and West 8th Street. The West Antioch Creek Channel Improvements Project is proposed to improve channel capacity in this area by constructing a new reinforced concrete culvert system across West 10th Street and construct a new earthen channel between West 8th Street and West 10th Street. Attachment C includes a Vicinity Map of the project location.

On April 26, 2011, the City Council authorized Staff to submit an application to the California Department of Water Resources to obtain Stormwater Flood Management grant funding pursuant to the Disaster Preparedness and Flood Protection Bond Act of 2006 (Public Resources Code Section 5096.800 et seq.) in the amount of \$2,997,300 to provide funding for improvement of West Antioch Creek in the vicinity of the intersection at 10th and "O" Streets. In July of 2012, the City received \$2,997,300 of Stormwater Flood Management grant funding for improvements to West Antioch Creek between West 10th Street and West 8th Street. At this time, the estimated project cost was \$6,080,600 with the non-State funded portion of the work being funded through existing Drainage Area 55 Impact Fees and a contribution from local Assessment Districts 27 and 31.

On October 9, 2012, the City Council authorized the execution of an agreement between District and the City to increase the level of flood protection along West Antioch Creek. This partnership would allow the City to undertake some of the tasks that the District had been unable to complete, such as the environmental review and engaging the necessary consultants and contractors. The proposed project was to consist of constructing a new culvert and earthen channel system between West 10th Street and West 8th Street and desilting the existing earthen channel downstream to 200 feet north of the BNSF railroad crossing to provide a 25-year level of flood protection within this section of the creek. The 25-year level of flood protection is the maximum protection achievable without expanding the BNSF railroad trestle. As part of this agreement, the District contributed \$1,800,000 of Drainage Area 55 funds to the project be used for in-house staff charges, outside consultant fees, cost to acquire property or a cash contribution towards to the project contract cost. In addition, the District insisted that the City accept ownership and maintenance of the completed flood control improvements and indemnify the District from any claims, which the City has typically not done if the improvements are built to less than a 100-year level of flood protection.

On June 17, 2014, a neighborhood meeting was held at the City's Maintenance Service

Center to discuss the proposed West Antioch Creek Channel Improvement project alternatives with the public. Meeting notifications were mailed to property owners within a 300 foot radius of the project site. Businesses along West 10th Street and in the vicinity of the project were also contacted by phone notifying them of the meeting. The meeting was attended by representatives of the Contra Costa County Fairgrounds, Holiday Lodge Motel, Antioch Charter Academy, East County Times and Contra Costa County. Questions and concerns regarding the project were responded to by Staff and the design engineer to the apparent satisfaction of all in attendance.

On September 23, 2014, the City Council approved and adopted the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Report Program for the West Antioch Creek Channel Improvements project. Furthermore, a basis for final project design was selected that, along with desilting the existing channel from West 8th Street to 200 feet north of the BNSF railroad crossing, consisted of replacing the undersized structural plate steel arch culverts under West 10th Street with four pre-cast reinforced concrete culverts measuring 14 feet wide, 7 feet high and 100 feet long. The concrete lined channel from West 10th Street to West 8th Street was chosen to be replaced with an earthen channel (Attachment D). This option required obtaining permanent and/or temporary construction easements, as well as acquiring a portion of the privately owned vacant parcel number 074-130-076 and a portion of the parcels located at 1400 West 10th Street and 804 O Street. A breezeway attached to the main building at 1400 West 10th Street and a portion of the existing service bays on this parcel will need to be demolished and a carport at 804 O Street will need to be removed. Permitting from the resources agencies of this alternative was expected to be less difficult due to the creation of new plant and wildlife habitat within the entire section of the channel. The alignment of this alternative provides consistent channel geometry between West 10th Street to West 8th Street, which will lower the average flow velocity and minimize embankment scouring.

The City Council also authorized the temporary closure of a portion of West 10th Street during the construction of the culvert crossing. No through traffic will be allowed on West 10th Street between 'L' Street and Auto Center Drive for approximately eleven weeks. Access to all businesses, schools and residences will be maintained at all times during construction. A temporary detour utilizing West 4th Street will be implemented to bypass the construction area. Construction productivity of the culvert construction will be maximized by allowing work to be performed in a single phase. This traffic control option was estimated to decrease the project cost by approximately \$300,000 and shorten the construction time on West 10th Street by up to three months compared to maintaining two-way traffic through the work zone at all times.

Contra Costa County Public Works Department, Real Estate Division commenced the acquisition of the required easements and rights of way in late 2014. Easements were secured with the Contra Costa County Fairground's facility and private land owner to provide access and staging areas needed for the work. Portions of the privately owned vacant parcel number 074-130-076 and the parcel located at 804 O Street were acquired as needed for the new facilities to be constructed. Acquisition of easements and rights of way on the parcel located at 1400 West 10th Street were much less straight forward. Although the City and County spent a considerable amount of time attempting

to negotiate a settlement with the property owner, negotiations were unsuccessful and the County moved forward with acquiring the property through condemnation. The hearing on the condemnation is expected take place in March of 2018, however the County currently has possession of the required rights of way and easements with the right to take and the City is able to proceed with the project at any time.

In addition to property acquisition delays, the permitting process was extended longer than originally expected. The U.S. Army Corps of Engineer's (Corps) consultation with the U.S. Fish and Wildlife Service (USFWS) was significantly delayed by the agency's review of the California WaterFix project. When USFWS finally did respond, they took an extremely conservative approach and required mitigation of the entire reach of West Antioch Creek proposed to be desilted, from West 8th Street to 200 feet north of the BNSF railroad crossing, at a 3:1 ratio for California red legged frogs and delta smelt and a ratio of 2:1 for wetland mitigation. The cost of this mitigation is estimated to approach \$3,000,000. The City attempted to discuss phasing the desilting in order to minimize the impacts; however USFWS would not alter their position. The desilting portion of this project was elected to be postponed in order to move forward with capacity improvements and avoid the risk of losing the current grant funding of the capacity enhancements between West 10th and West 8th Streets. The City has secured all permits required to perform the proposed work.

The desilting of the lower reach of West Antioch Creek is vital to reducing the possibility of flooding in the surrounding area and achieving a 25-year level of flood protection, however the City's current funding shortfall does not allow it to be performed in conjunction with this project. Staff will continue to explore additional funding sources, such as grant opportunities through the Federal Emergency Management Agency's Hazard Mitigation Grant Program that is expected to be awarded in fall of 2018. In addition, City advocates are in discussions with federal lawmakers regarding how the desilting of the creek and possible expansion of the BNSF railroad trestle may be funded as part of an upcoming infrastructure package. Until additional funding is secured, the City's ongoing maintenance operations will continue the removal debris and sediment to assist flow through the channel.

On November 21, 2017, eight bids were received and opened as shown on the attached tabulation. The low bid was submitted by DMZ Builders (DMZ) of Concord in the amount of \$3,999,500.

On November 27, 2017, the third low bidder, Granite Construction Company (Granite) protested the bid on the grounds that DMZ's bid was not responsive. Attachment F provides the bid protest, that in summary states that due to DMZ's failure to list a significant subcontractor for the AT&T relocation work, the bid should be considered non-responsive. DMZ's response to the protest is included as Attachment G.

The project contract documents require a list of subcontractors shall be submitted in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California prior to the bid opening.

Section 4104(1)(a) of the California Public Contract Code of the State of California states that all bidders of public works projects shall provide "the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid".

The work to be performed by an AT&T preferred contractor for this project is not expected to exceed one-half of 1 percent of DMZ's total bid and is not required to be listed as a subcontractor for this project. It is recommended that Granite's protest be rejected and the contract be awarded to the lowest responsive, responsible bidder, DMZ Builders in the amount of \$3,999,500.

ATTACHMENTS

- A: Resolution
- B: Summary of Costs
- C: Vicinity Map
- D: Basis for Final Design
- E: Bid Tabulation
- F: Bid Protest from Granite Construction
- G: Bid Protest Response from DMZ Builders
- H: Second Protest Letter from Granite Construction

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH REJECTING THE BID PROTEST OF GRANITE CONSTRUCTION, AUTHORIZING AN AMENDMENT INCREASING THE CAPITAL IMPROVEMENT BUDGET, AWARDING A CONTRACT TO DMZ BUILDERS AND AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT IN THE AMOUNT OF \$3,999,500 FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS
P.W. 201-6**

WHEREAS, the City Council rejects the bid protest of Granite Construction for the West Antioch Creek Channel Improvements project; and

WHEREAS, the City Council authorizes an amendment increasing the Capital Improvement Budget for the West Antioch Creek Channel Improvements project in the amount of \$150,000 from the National Pollutant Discharge Elimination System Fund, \$150,000 from the Capital Improvement Fund, and \$129,000 from the Assessment District 27/31 Fund for a total of \$4,439,630; and

WHEREAS, the City Council has considered awarding the West Antioch Creek Channel Improvements project construction contract to the lowest responsive and responsible bidder, DMZ Builders, for a contract amount of \$3,999,500; and

WHEREAS, the City desires to execute a construction agreement with DMZ Builders, in the amount of \$3,999,500 for the West Antioch Creek Channel Improvements project;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby rejects the bid protest of Granite Construction, authorizes an amendment increasing the Capital Improvement Budget in the amount of \$150,000 from the National Pollutant Discharge Elimination System Fund, \$150,000 from the Capital Improvement Fund and \$129,000 from the Assessment District 27/31 Fund for a total of \$4,439,630, and award the construction contract for the West Antioch Creek Channel Improvements project to the lowest responsive and responsible bidder, DMZ Builders and authorizes the City Manager to execute a construction agreement with DMZ Builders for \$3,999,500, in a form approved by the City Attorney.

* * * * *

AI

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 9th day of January 2018, by the following vote:

AYES:

ABSENT:

NOES:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT SUMMARY OF COSTS

PROJECT EXPENDITURES	
Project Task	Expenditures Through 10/31/17
Direct Project Administration Costs	\$441,113
Land Purchase/Easement	\$815,019
Planning/Design/Engineering/ Environmental Documentation	\$1,044,805
Construction/Implementation	\$0
Environmental Compliance/ Mitigation/Enhancement	\$300,145
Construction Administration	\$0
Other Costs	\$1,038
Construction/Implementation Contingency	\$0
Total	\$2,602,121

TOTAL COST ESTIMATE	
Project Task	Total Cost Estimate
Direct Project Administration Costs	\$501,384
Land Purchase/Easement	\$1,680,000
Planning/Design/Engineering/ Environmental Documentation	\$1,071,819
Construction/Implementation	\$4,039,500
Environmental Compliance/ Mitigation/Enhancement	\$377,236
Construction Administration	\$65,000
Other Costs	\$1,038
Construction/Implementation Contingency	\$400,000
Total	\$8,135,976

Funding Source	Expenditures Through 10/31/17
DWR Prop 1E Stormwater Management Grant	\$0
Drainage Area 55 Impact Fees	\$1,025,445
Assessment District 27/31 Fund	\$899,784
Capital Improvements Fund	\$150,741
National Pollutant Discharge Elimination System Fund	\$526,151
Total	\$2,602,121

Funding Source	Current Project Funding	Additional Available Funding	Total Available Funding
DWR Prop 1E Stormwater Management Grant	\$2,997,300	\$0	\$2,997,300
Drainage Area 55 Impact Fees	\$1,800,000	\$200,000	\$2,000,000
Assessment District 27/31 Fund	\$899,784	\$129,000	\$1,028,784
Capital Improvements Fund	\$1,205,592	\$150,000	\$1,355,592
National Pollutant Discharge Elimination System Fund	\$609,151	\$150,000	\$759,151
Totals	\$7,511,827	\$629,000	\$8,140,827

ATTACHMENT "B"

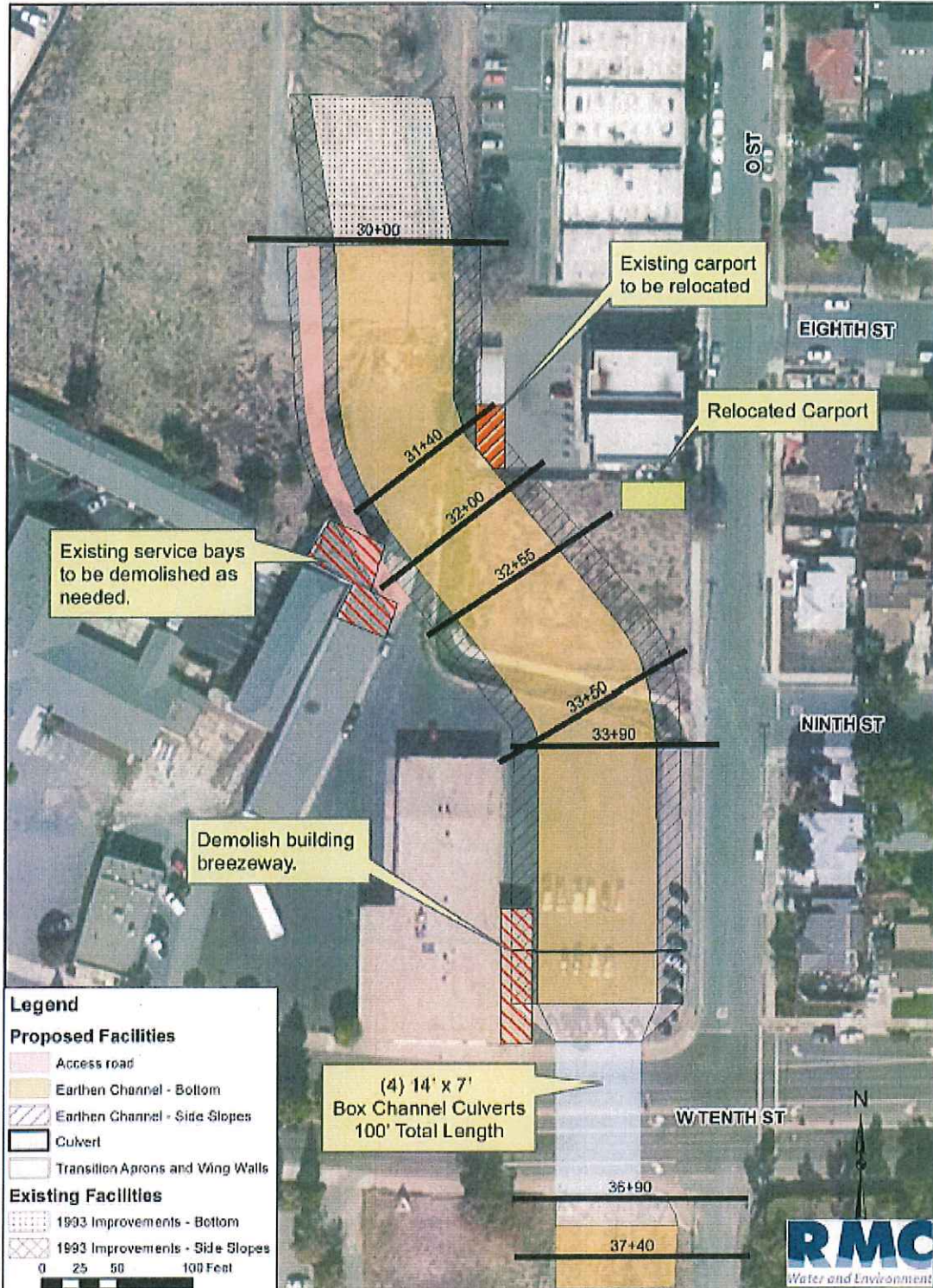
WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT
VICINITY MAP



ATTACHMENT "C"

ATTACHMENT "D"

WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT BASIS FOR FINAL DESIGN



**CITY OF ANTIOCH
TABULATION OF BIDS**

JOB TITLE: West Antioch Creek Channel Improvements
(P.W. 201-6)

BIDS OPENED: November 21, 2017 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	DMZ Builders Concord	Steve P. Rados, Inc. Santa Ana	Granite Construction Co. Santa Clara	Gordon N. Ball, Inc. Alamo	Garney Pacific Inc. Tracy
TOTAL BID PRICE	\$3,500,000.00	\$3,999,500.00	\$4,872,000.00	\$5,128,962.00	\$5,327,500.00	\$5,397,000.00

<i>DMZ Builders</i>	<i>Steve P. Rados, Inc.</i>	<i>Granite Construction Co.</i>	<i>Gordon N. Ball, Inc.</i>	<i>Garney Pacific Inc.</i>
<u>Rebar</u> Rebar International <u>Sheet Pile</u> Blue Iron Fence & Railing Golden Bay Fence <u>Landscape</u> Green Vista Landscape	<u>AC Paving</u> OC Jones & Sons <u>Demolition</u> BE Kay Demolition & Clearing <u>Fence & Railing</u> All Steel Fence <u>Rebar</u> Mission City Rebar <u>Building Restoration</u> R.L. Ziegenbein Dewatering Fox Loomis <u>Electrical</u> Blocka Construction <u>Sheet Piles</u> Blue Iron Hydroseed Green Vista Landscape	<u>Landscape</u> Green Vista Landscape <u>Rebar</u> Mission City Rebar <u>Sheet Pile</u> Blue Iron <u>Utility Relocation</u> McKuIn Pipeline <u>Electrical</u> Rosendin Electric <u>Railing/Fence</u> Golden Bay Fence	<u>Fence & Railing</u> Golden Bay Fence <u>Rebar</u> Camblin Steel <u>Sheet Pile</u> Blue Iron <u>Structural Work</u> RL Ciegenbein <u>Revegetation</u> Acacia Environmental <u>Electrical</u> Rosendin Electric	<u>Not stated</u> Teichert <u>Not stated</u> Zefiro <u>Not stated</u> Stockton Fence <u>Not stated</u> Acacia Environmental <u>Not stated</u> Viking Drillers <u>Not stated</u> R.L. Ziegenbein <u>Not stated</u> Blocka

E1

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: West Antioch Creek Channel Improvements
(P.W. 201-6)

BIDS OPENED: November 21, 2017 ~ 2:00 p.m.
City Council Chambers

	Engineer's Estimate	Con-Quest Contractors, Inc. San Francisco	Valentine Corporation San Rafael	Graniterock Co. San Jose		
TOTAL BID PRICE	\$3,500,000.00	\$5,662,000.00	\$5,869,500.00	\$6,209,300.00		

<i>Con-Quest Contractors, Inc.</i>	<i>Valentine Corporation</i>	<i>Graniterock Co.</i>		
<u>Rebar</u> Mission City Rebar <u>Electrical</u> Blocka Construction <u>Fencing</u> Golden Bay Fence <u>Sheet Pile</u> Blue Iron	<u>AT&T Work</u> McKuin Pipeline <u>Rebar</u> Mission City Rebar <u>Revegetation</u> Acacia Environmental <u>Sheet Pile</u> Blue Iron <u>Fence & Railing</u> Golden Bay Fence <u>Paving</u> Ransom	<u>Landscape</u> Green Vista Landscape <u>Rebar</u> Mission City Rebar <u>Sheet Pile</u> Blue Iron <u>Utility Relocation</u> McKuin Pipeline <u>Electrical</u> Rosendin Electric <u>Railing/Fence</u> Golden Bay Fence		

ATTACHMENT "F"

From: Granite Const. Pleasant

1/28/2017 09:29

#006 P.001

GRANITE™

November 27, 2017

City of Antioch
200 "H" Street
Antioch, CA 94531-5007
Attn: Lynne B. Filson, P.E., Assistant City Engineer

Re: West Antioch Creek Channel Improvements, P.W. 201-6

Subject: Bid Award Protest

Ms. Filson,

On Tuesday, November 21, 2017, Granite Construction Company (hereinafter "Granite") bid the referenced project and at the time of bid opening was the apparent 3rd low bidder. DMZ Builders was the apparent low and Steve P. Rados, Inc. was the apparent 2nd low bidder. This letter serves as a protest, in accordance with Section B-3-1.06, of the bids submitted by DMZ Builders and Steve P. Rados, Inc. and requests that the City find those bids as nonresponsive. Our basis for this protest is the failure by DMZ Builders and Steve P. Rados, Inc. to list a subcontractor for the AT&T relocation work. The award of this contract should go to the lowest responsible/responsive bidder which is Granite Construction Company.

The City must reject the bids of DMZ Builders and Steve P. Rados, Inc. as nonresponsive because they failed to comply with the requirements of the specifications.

Granite's protest is based on two requirements that were not properly followed by the two low bidders.

All bidders are required to submit a list of Subcontractors. The bid form states... "Each Bidder is required to furnish the following information in accordance with the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all subcontractors that will perform work, provide labor or render services to the Bidder in connection with the project in an amount in excess of one-half of one percent of the total amount of Bidder's Total Bid Price." If a subcontractor is not listed herein, then it is assumed that the Prime Contractor will self-perform that work.

Under the Subcontractor Listing Law, when a contractor fails to properly specify a subcontractor for a particular portion of work, the contractor thereby agrees that it is fully qualified to perform that portion itself, and that the contractor shall perform that portion with its own forces. The contractor is prohibited from thereafter subcontracting that portion of work. Cal. Pub. Contract. Code §4106.

Neither DMZ Builders nor Steve P. Rados, Inc. listed a subcontractor for the AT&T duct bank lowering work. The Project Specifications (sections 01010-1.1.A.12 and 01312-1.3.C.6) require that the contractor use a preferred subcontractor from a provided list.

SANTA CLARA OFFICE

715 Comstock Street, Santa Clara, CA 95054 • Phone (408) 327-7000 • Fax (408) 327-7099

F1

Section 01010-Summary of Work, 1.1.A.12 states...Relocating existing AT&T infrastructure using a subcontractor from the preferred list of AT&T subcontractors (emphasis added). Contractor shall submit relocation plan to AT&T for approval. Preferred AT&T subcontractors are listed below:

- a. ARROW CONSTRUCTION, 1850 Diesel Drive, Sacramento, CA, 916-6400600
- b. BAILLIE COMMUNICATIONS, 104 Avilla Road, Pittsburg, CA, 925-6892434
- c. DALEO INC, 7190 Forest Street, Gilroy, CA, 408-846-9621
- d. GOLDEN STATE UTILITY, 5276 Central Avenue, Fremont, CA, 408-9825420
- e. IRISH CONSTRUCTION, 2151 Piedmont Way, Pittsburg, CA, 925-4739100
- f. J. MORAGA CONSTRUCTION, 2857 Business Park Way, Merced, CA, 209-383-6506
- g. MCKUIN PIPELINE, 320 Hunter Lane, Hollister, CA, 831-836-7680
- h. WEST VALLEY CONSTRUCTION, 809 Burlingame Ave, Redwood City, CA, 650-364-9464

Section 01312-1.3.C.6 again states that the "AT&T relocation of existing communications duct bank will be performed by an AT&T approved contractor (emphasis added) once Contractor exposes the existing duct bank."

Granite contacted all of the preferred subcontractors prior to bid time. McKuin Pipeline provided a bid to us prior to bid closing and we listed them for the Utility Relocation work. Upon review of the bid tabulations provided by the City, two other contractors (Valentine Corporation and Graniterock Co.) fully complied and listed an AT&T approved contractor, McKuin Pipeline, for the relocation work. Their quote for that work was \$99,000, well above the required 0.5% listing percentage.

A bid containing a material deviation must be rejected as non-responsive. A deviation in a bid is material if the variation would give the low bidder an unfair advantage over other bidders. Here DMZ Builders and Steve P. Rados failed to identify a required AT&T approved contractor to perform the relocation of the communications duct bank. Based on the omission of a listing of a Utility Relocation subcontractor (a subcontractor that is required by the Specifications) by both DMZ Builders and Steve P. Rados, Inc., the award of the contract for the West Antioch Creek Channel Improvement project should go to the lowest responsible/responsive contract, Granite Construction Company.

I look forward to your response. Please contact me if you have any questions regarding this protest.

Sincerely,

Karim Massoud
Chief Estimator
CA Group - Coastal Region
715 Comstock Ave
Santa Clara, CA 95054
Direct 408-327-7010 Ext. 27010
Cell 925-518-0776
Fax 408-327-7090
karim.massoud@qcinc.com
www.graniteconstruction.com

GRANITE™

SANTA CLARA OFFICE

715 Comstock Street, Santa Clara, CA 95054 • Phone (408) 327-7000 • Fax (408) 327-7099

F2

ATTACHMENT "G"



November 29, 2017

Lynne B. Filson, P.E.
Assistant City Engineer
City of Antioch
200 "H" Street
Antioch, CA 94531-5007

Re: **DMZ Builder's Response to Bid Protest of Granite Construction
West Antioch Creek Channel Improvements**

Dear Ms. Filson:

DMZ Builders, the low bidder for the project referenced above, provides the following objection to the protest of Granite Construction served upon the City of Antioch on November 27, 2017.

As noted in the first paragraph of Granite's protest, Granite's sole basis for protesting is that DMZ Builders allegedly failed "to list a subcontractor for the AT&T Relocation work." The protest fails because DMZ Builders is not required, either by the Contract Documents for the project or the California Subletting and Subcontracting Fair Practices Act ("the Subcontractor Listing Law"), to list a subcontractor that will *not* perform "an amount in excess of one-half of one percent" of the total amount of the bidder's bid price. See, Public Contract Code § 4104(a)(1); Contract Documents page P-7.

DMZ Builders did not list a subcontractor for the AT&T Relocation Work because the work it intends to subcontract to an AT&T approved subcontractor will total less than \$19,997.50 - one half of one percent of DMZ Builder's Total Bid Price of \$3,999,500.

Granite suggests that the AT&T Relocation work *must* exceed the minimum amount for application of the Subcontractor Listing Law, supporting its argument with a quotation in the amount of \$99,000 from McKuin Pipeline for "Utility Relocation work." It is unclear which portions of the work covered by Bid Items 11 and 12 are included in McKuin Pipeline's quote. For a variety of reasons, this quotation is hardly conclusive of the reasonable value of work DMZ Builders will subcontract to an AT&T approved contractor, as required by the Contract Documents.

In fact, the Contract Documents specify that an AT&T approved subcontractor is only required for a narrow scope of work. The Contract Documents (Section 1312, Para. 1.3.C.6.b) incorporates Appendix F, the Reimbursement Agreement between AT&T and the City of Antioch. The work for which an AT&T approved contractor is required (and the general civil work *for which an AT&T approved contractor is not required*) is reflected in the following terms of the Agreement:

2.6 Reimburse the City, within 30 days of receipt of billing, for costs incurred by the City to complete the Work. AT&T shall be responsible for costs related to the following items, also illustrated on Exhibit A.

2.6.1 Trench and shore between Point B and Point F along the existing storm drain and AT&T facilities

2.6.2 Remove 36-inch storm drain between Point E and Point F

2.6.3 Manage storm flows during the Work between Point B and Point F, including bypass pumping diversion of flows into West Antioch Creek, all in accordance with the Contract Documents

2.6.4 Demolish and remove existing AT&T clay duct bank between Point B and Point F

2.6.5 Lower existing AT&T cables and install the AT&T furnished clamshell conduit from Point B to Point F (*conducted by subcontractor selected by the City's Contractor from list provided per Section 2.1 of this Agreement*)

2.6.6 Install a concrete cap over the clamshell conduit between Point A and Point D

2.6.7 Install 36-inch storm drain between Point E and Point F

2.6.8 Traffic control required for the duration of the Work

2.6.9 Additional relocation and protection of AT&T facilities work identified upon removal of the existing culverts between Point A and Point B

2.6.10 All extra work performed on the Project related to the Work (Emphasis added).

Although the agreement provides for reimbursement of a larger scope of civil work (and traffic control), Appendix F only requires an AT&T approved contractor for the tasks described in section 2.6.5, "Lower existing AT&T cables and install AT&T furnished clamshell conduit from Point B to Point F." Conspicuously, no such requirement is stated for work other than what is identified in 2.6.5.

The task of lowering the existing AT&T cables and installing an AT&T furnished clamshell conduit from Point B to Point F will be performed by an AT&T approved

subcontractor to DMZ Builders for less than \$20,000. Said work can be performed by a small crew in two or three days, in the estimation of DMZ Builders. Moreover, all materials for the work of section 2.6.5 will be provided by AT&T.

It is also worth noting that the Granite protest letter is incorrect when it states, "(i)f a subcontractor is not listed herein, then it is assumed that the Prime Contractor will self-perform that work." This statement is incorrect, as a bidder makes no such agreement for work less than one half of one percent.

Because DMZ Builders intends to use an AT&T approved subcontractor to perform "less than one-half of 1 percent of the contract," the decision to not list this subcontractor in no way represents an agreement by DMZ Builders that it will self-perform work for which an AT&T approved subcontractor is required. DMZ Builders thus, has no duty to show it is qualified to self-perform the work of 2.6.5.

On the other hand, DMZ Builders intends to self-perform the tasks described in Appendix *F other than 2.6.5*. DMZ is well qualified to perform tasks such as trenching and shoring (See 2.6.1), removal of the storm drain (See 2.6.2), etc., and there is no requirement that these general civil tasks be performed by an AT&T approved subcontractor.

In sum, DMZ Builders' bid complies with both the Subcontractor Listing Law set forth in Public Contract Code §4106 et seq., and the requirements of the Contract Documents. Because DMZ Builders is a responsible bidder that submitted the lowest responsive bid, the project should be awarded to DMZ Builders.

Very truly yours,



Richard Zito
President

ATTACHMENT "H"



December 12, 2017

City of Antioch
200 "H" Street
Antioch, CA 94531-5007
Attn: Scott Buenting – Project Manager

Re: West Antioch Creek Channel Improvements, P.W. 201-6

Subject: Bid Award Protest Response

Dear Mr. Buenting,

I have received your letter of December 6, 2017 responding to Granite Construction's protest letter dated November 27, 2017 (copy attached).

We respectfully disagree with the basis for rejecting our protest. Attached you will find the McKuin Pipeline Inc. quote which was the only quote issued by a listed AT&T preferred contractors as directed in the specifications, (see original protest letter). The quote for the work described in the specifications exceeds the one-half of 1 percent of the total bid price for both DMZ Builders and Steve P. Rados Inc.

Your assessment that "...these services are not expected to exceed one-half of 1 percent..." is inaccurate based on the scope of work identified in the bid and the quote total. We are all required to adhere to public code and it is unfair and violates the statute to provide differing standards to bids. Please re-assess your decision. Granite Construction is clearly the lowest responsive bidder and should be awarded the project.

Thank you for your diligence in this matter.

Karim Massoud
Chief Estimator
CA Group - Coastal Region
715 Comstock Ave
Santa Clara, CA 95054
Direct 408-327-7010 Ext. 27010
Cell 925-518-0776
Fax 408-327-7090
karim.massoud@gcinc.com
www.graniteconstruction.com

GRANITE™



A1



McKuin Pipeline Inc. Lic: A 835764

November 15, 2017

Granite Construction
715 Comstock St.
Santa Clara, CA 95054

Attn: Bruce Harjehausen, Senior Estimator

RE: Bid Meeting on 11/14/17

Bruce,

Based on our discussion regarding the scope of work,

Granite is to:

- Remove all materials down to within 2' from AT&T duct bank,
- Dewater work areas
- Place all shoring
- Provide work ramp in work location to allow our equipment and materials to work area
- Provide parking area and lay down yard

McKuin will:

- Dig 2' each side of duct bank
- Remove Tile duct
- Lower 2' down and place spliced PVC pipe over all cable
- Concrete 12" over and encase all conduits that are AT&T
- Work 6 10-hour days
- Timeline for 100' of lowering 9-way duct line is 6 days weather permitting
- Project is prevailing wage

Labor	\$55,905.00	
Equipment	\$12,115.00	
Material	<u>\$30,980.00</u>	
Total	\$99,000.00	- \$990.00/Foot

If a bond is required, it will add 3% to the total. Please let me know if you need anything else.
Thank you.

Sincerely,

William McKuin
Owner/President

H2



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager *SB*

APPROVED BY: Lynne B. Filson, Assistant City Engineer II *LFB*

SUBJECT: Fourth Amendment to the Consultant Service Agreement with Woodard & Curran (formerly known as RMC Water and Environment) for Engineering Services during Construction for the West Antioch Creek Channel Improvements Project (P.W. 201-6)

RECOMMENDED ACTION

It is recommended that Council approve the Fourth Amendment to the Consultant Service Agreement with Woodard & Curran (formerly known as RMC Water and Environment) for engineering services during construction for the West Antioch Creek Channel Improvements Project to increase the contract by \$150,607 for a total contract amount of \$1,480,983.

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

FISCAL IMPACT

The approval of this amendment will increase Woodard & Curran's (W&C) contract by \$150,607 for a total contract amount of \$1,480,983. Funding for this work has been included as part of the budget amendment request to be considered under the consideration of bids for the West Antioch Creek Channel Improvements construction contract.

DISCUSSION

On October 9, 2012 the City Council approved an agreement with the Contra Costa County Flood Control District to accelerate the Flood Control District's West Antioch Creek Channel Improvement Project by having the City take on certain responsibilities, including contracting with the design consultant and environmental consultant.

On November 27, 2012, the City Council authorized the execution of a design consultant service agreement with W&C to provide engineering design, permitting and construction support services for the West Antioch Creek Channel Improvements Project. This project consists of replacing the existing undersized arch culvert system beneath Tenth

Street and the narrow gunite ditch between Eighth Street and Tenth Street with a larger multiple reinforced concrete box culvert system and the inadequate concrete ditch between West 10th Street and West 8th Street will be replaced with approximately 510 lineal feet of new earthen channel.

During the development of the project, complications acquiring regulatory permits, difficulties finalizing property acquisitions and additional utility relocation activities have increased the length of the project design process and resulted in an increase to the scope of W&C's work. The U.S. Army Corps of Engineers' (Corps) staff was impacted by a number of recent large State construction projects. These projects reduced the Corps' resources and slowed the processing of the City's application. W&C provided the Corps with supplemental permit documentation to assist the permitting process and extended their coordination activity with the Corps beyond the original schedule. W&C has developed numerous exhibits, legal plats and descriptions and proposed design modifications to assist the County during negotiations with various real property acquisitions. In addition, previously unknown underground utilities have been incorporated into the design, which required extended coordination with AT&T, PG&E and Comcast. These activities resulted in extending the design phase of the project and required further project management and coordination with the Department of Water Resources.

If the City Council chooses to award the construction contract and budget amendment for the West Antioch Creek Channel Improvements being considered under a separate agenda item, Staff recommends extending W&C's Consultant Service Agreement to include engineering service during the construction phase of the project. This work would include submittal review, responding to requests for information from the contractor related to the work being performed, providing design clarifications and preparation of conformed documents and record drawings. In addition, W&C would provide permit compliance services that would include required preconstruction surveys, environmental awareness training, reporting, project management, and restoration implementation oversight. The approval of this agreement amendment will increase the contract by \$150,607 for a total contract amount of \$1,480,983.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FOURTH AMENDMENT
TO THE CONSULTANT SERVICE AGREEMENT WITH
WOODARD & CURRAN (FORMERLY KNOWN AS RMC WATER AND
ENVIRONMENT) FOR THE
WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT
P.W. 201-6**

WHEREAS, the City desires to authorize the City Manager to execute the Fourth Amendment to the Design Consultant Service Agreement with Woodard & Curran (formerly known as RMC Water and Environment) for engineering services during construction for this project in the amount of \$150,607 for a total contract amount of \$1,480,983;

THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves authorizing the City Manager to execute the Fourth Amendment to the Consultant Service Agreement with Woodard & Curran (formerly known as RMC Water and Environment) for engineering services during construction for this project in the amount of \$150,607 for a total contract amount of \$1,480,983, 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 9th day of January 2018, by the following vote:

AYES:

ABSENT:

NOES:

**ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH**



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lynne B. Filson, Assistant City Engineer II *LBF*

SUBJECT: Formation of the Proposed Community Facilities District No. 2018-01 (Public Services)

RECOMMENDED ACTION

It is recommended that the City Council adopt the Resolution of Intention of the City Council of the City of Antioch with Respect to Formation of the Proposed Community Facilities District No. 2018-01 (Public Services).

STRATEGIC PURPOSE

This item supports Strategy K-1 in the Strategic Plan by ensuring well maintained public facilities and rights-of-way, as well as Strategy K-5 by reducing the City's liability from third party claims and continuing to comply with regulatory requirements of state and federal agencies.

FISCAL IMPACT

The proposed CFD will assess new residential development in the Sand Creek Focus Area (SCFA) and the area slated for development just northeast of the SCFA their proportionate share of providing landscape and storm drain maintenance services to the new development. This CFD is an alternate funding source to the traditional Landscape and Lighting Districts that the City has used in the past.

DISCUSSION

The Mello-Roos Community Facilities Act (Gov. Code section 53311, et. seq.) provides local governments with a mechanism for financing the construction of public facilities or to finance specific public services, such as landscape and storm drain maintenance services. Through the formation of a Community Facilities District (CFD), a local agency is authorized to levy and collect a special tax, use the tax revenue to finance specified facilities and services, and to borrow money (through issuance of bonds or other indebtedness) to assist with financing facilities.

Background

The purpose of CFD 2018-01 (Public Services) is to finance the maintenance of public landscaping and storm drain facilities, including clean water basins, which will be installed as part of new development as shown on the proposed boundary map.

The approved tentative maps in the SCFA and the area slated for development just northeast of the SCFA require the formation of or annexation into a CFD for landscape and storm drain maintenance as part of the conditions of approval.

The CFD may be used to fund maintenance services in the event that a homeowners association does not maintain public or private property that they are responsible for maintaining as a Condition of Approval.

Analysis

The attached analysis shows the maintenance expenses for the Aviano area. Other subdivisions within the proposed boundaries will be required to annex into this CFD as a condition of approval. The maintenance expenses for the annexed areas will be calculated separately at the time of annexation. The anticipated annual assessment for the Aviano area will be \$663.07 (Table 2). Should the HOA not comply with some or all of the conditions of approval, the annual cost could be as high as \$1,208.68.

ATTACHMENTS

- A. Resolution of Intention of the City Council of the City of Antioch with Respect to Formation of the Proposed City of Antioch Community Facilities District No. 2018-01 (Public Services)
- B. Petition to Create a Community Facilities District (Including Waivers) from DeNova Homes

ATTACHMENT "A"

RESOLUTION NO. 2018/**

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH WITH RESPECT TO FORMATION OF PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-01 (PUBLIC SERVICES)

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code, the City Council is authorized to establish a community facilities district and to act as the legislative body for a community facilities district; and

WHEREAS, the City Council, having received petitions from the owners of not less than 10% of the area of land proposed to be included in the proposed community facilities district desires to proceed with the establishment of a community facilities district in order to finance landscape and storm drain maintenance services described in **Exhibit A** attached hereto and hereby made a part hereof, and to pay the cost of administering the Community Facilities District (defined below).

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that it does hereby authorize and approve

Section 1. Proposed District. A community facilities district is proposed to be established under the terms of Chapter 2.5 (commencing with Section 53311) of Part 1 of Division 2 of Title 5 of the California Government Code, commonly known as the "Mello-Roos Community Facilities Act of 1982." The name proposed for the community facilities district is "City of Antioch Community Facilities District No. 2018-01 (Public Services), County of Contra Costa, State of California" ("CFD No. 2018-01").

Section 2. Boundaries Described. The proposed boundaries of the CFD are as shown on the map of it on file with the City Clerk, which boundaries are hereby preliminarily approved and to which map reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the CFD in the office of the Contra Costa County Recorder within 15 days of the date of adoption of this Resolution, but in any event at least 15 days prior to the public hearing specified below.

Section 3. Types of Services; Incidental Expenses. It is proposed that the proposed community facilities district shall provide and finance certain types of public services, as more particularly described in **Exhibit A**, including (i) neighborhood park and street maintenance, (ii) neighborhood landscape maintenance, (iii) stormwater maintenance, (iv) open space maintenance, and (v) overhead costs associated with providing such services within the CFD.

The proposed community facilities district shall also finance administrative expenses, as more fully described in **Exhibit A**, and reimbursement of costs related to formation of the CFD.

Section 4. Special Taxes. Special taxes sufficient to pay the costs of the services provided for in Section 3 above and the annual administrative expenses of the District and the proposed community facilities district in determining, apportioning, levying, and collecting such special taxes, shall be annually levied within the proposed community facilities district. Pursuant to Section 53340 of the California Government Code, the special taxes shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for ad valorem taxes. However, under no circumstances shall the special tax levied against any parcel subject to the levy of the special tax pursuant to the rates and method of apportionment be increased as a consequence of delinquency or default by the owner of any other parcel or parcels within the community facilities district by more than ten (10%). The Rate and Method of apportionment of said special taxes shall be as set forth in **Exhibit B** attached hereto and hereby made a part hereof. The assessment will be recalculated each year based on all relevant factors such as the number of units to be assessed (lots will not be assessed prior to the issuance of a building permit), and the quantity and type of landscaping and storm drainage facilities to be maintained. The Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) or two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

Section 5. Exempt Property. Except as may otherwise be provided by law or by the Rate and Method of Apportionment, all lands owned by any public entity, including the United States, the State of California and/or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD.

Section 6. Election. The levy of the Special Tax in the CFD shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the CFD, with each owner having one vote for each acre or portion of an acre such owner owns in the CFD.

Section 7. Report. The officers of the District who are responsible for providing the services to be financed by the proposed community facilities district, if it is established, are hereby directed, pursuant to the requirements of Section 53321.5 of the California Government Code to study the proposed community facilities district and, at or before the time of said hearing, file or cause to be filed a report with the Council containing a brief description of the services by type and an estimate of the cost of providing those services and the incidental expenses to be incurred in connection therewith. All such

reports shall be made a part of the record of the hearing to be held pursuant to Section 7 hereof.

Section 8. Public Hearing. Tuesday, February 13, 2018, at 7:00 p.m. or as soon as possible thereafter, in the City Council Chambers, Third & "H" Streets, Antioch, California, be, and the same are hereby appointed and fixed as the time and place when and where the City Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD and the levy of the Special Tax.

Section 9. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD. The publication shall be completed at least seven (7) days before the date of the public hearing specified above. The notice shall be substantially in the form specified in Section 53322 of the Act.

Section 10. Further Action. The Mayor, City Manager, Finance Director, Treasurer, City Attorney, City Clerk, and all other officers and agents of the City are hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this Resolution.

Section 11. No Obligation. This Resolution shall in no way obligate the City Council of the City to form the CFD. The formation of the CFD shall be subject to the approval of the City Council by resolution following the holding of the public hearing referred to above.

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 9th day of January 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH

A3

EXHIBIT A

CITY OF ANTIOCH Community Facilities District No. 2018-01 (Public Services)

DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

The Services shown below are proposed to be financed by the Community Facilities District No. 2018-01 (Public Services) (the "CFD"). The Services shall be provided, pursuant to the plans and specifications approved by the City of Antioch (the "City") and the officials thereof, including the City Manager.

SERVICES

It is intended that the CFD will be authorized to finance all or a portion of the costs of any of the following types of services:

Neighborhood Park & Street Lighting Maintenance

Maintenance, including servicing, repair, replacement and removal of neighborhood parks (includes park amenities such as playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbecues, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Maintenance, including servicing, repair, replacement and removal of street lights (includes poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals and metering devices, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Neighborhood Landscape Maintenance

Maintenance, including servicing, repair, replacement, and removal of parkways, landscape setbacks, landscaped roadway medians, open space, environmental preserves (including performance and management of environmental mitigation monitoring and annual reporting), publicly-owned masonry walls, fences, monuments and features, trails, bike paths, etc. Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Stormwater Maintenance

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting,

vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Open Space Maintenance

Maintenance, including monitoring and management of the Open Space Preserve and preparation of a letter report that will be submitted each year with the HOA, U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). Monitoring will ensure compliance with Allowed and Prohibited Uses. The HOA will be responsible for the management of the Open Space Preserve. Management activities will include trash removal, fencing repairs or replacement, and ensuring that a hazardous fire condition is abated through the mowing/disking of a fire break along the southern boundary of the preserve.

Maintenance also includes funding for qualified biologists holding the appropriate federal 10(a)(1)(A) recovery permits to conduct surveys to document the presence of vernal pool fairy shrimp and California tiger salamanders in the wetlands and ponds on the Ralph Preserve (mitigation property), and to assess the condition of wetland habitat for those species. An annual monitoring report will be prepared that shall include all survey data, water depth and temperature date, graphics, photograph presentation, spreadsheets, and text. The annual report will be submitted to the USFWS and CDFW by December 31st of each monitored year.

OTHER

1. Administrative expenses, including the cost incurred to determine, levy and collect special taxes, including compensation of the City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of special taxes upon the general tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.
2. Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD, or any party related to any of the foregoing, for services, facilities, fees or other purposes or costs of the CFD.

EXHIBIT B

**CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-01
(PUBLIC SERVICES)**

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Antioch Community Facilities District No. 2018-01 (Public Services) (County of Contra Costa) ("CFD No. 2018-01") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2018-01, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Act**" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"**Administrative Expenses**" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-01: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-01, or any designee thereof of complying with CFD No. 2018-01 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-01, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-01 for any other administrative purposes of CFD No. 2018-01, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

“Assessor’s Parcel” or **“Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Authorized Services” means those services eligible to be funded by CFD No. 2018-01, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-01 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-01 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-01 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-01 when the CFD was created.

“Building Permit” means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor’s Parcel.

“CFD Administrator” means an official of the City or CFD No. 2018-01, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD No. 2018-01” means City of Antioch Community Facilities District No. 2018-01 (Public Services) (County of Contra Costa).

“City” means the City of Antioch.

“City Landscape and Park Maintenance Standards” means the then applicable landscape and park maintenance standards or then applicable level of services for then applicable landscape and park maintenance contracts executed by the City that are in effect and relate to similar landscape and park improvements.

“City Manager” means the City Manager of the City of Antioch.

“Council” means the City Council of the City of Antioch, acting as the legislative body of CFD No. 2018-01.

“County” means the County of Contra Costa.

“Developed Property” means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

“Dwelling Unit” means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one (1) family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or

lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1 and Table 2.

“Maximum Special Tax” means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

“Property Owner Association” means any association formed to represent residential housing interests in CFD No. 2018-01, which also has the resources to manage and maintain Property Owner Association Property or similar.

“Property Owner Association Property” means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-01 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

“Proportionately” means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-01 that is owned by or irrevocably offered for dedication to the federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-01 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

“Rate and Method of Apportionment” or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

“Residential Property” means, for each Fiscal Year, all Assessor’s Parcels of Developed Property for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, for purposes of constructing one (1) or more residential Dwelling Units.

“Residential Property – In Compliance” means a definition of Residential Property that is only relevant for the purpose of calculating the annual Neighborhood Park & Street Lighting Maintenance Special Tax and the Neighborhood Landscape Maintenance Special Tax components, as identified in Table 1 and Table 2, and shall be applied each Fiscal Year only

to Residential Property for which a Property Owner Association and/or the property owner, or any designee thereof, of the Residential Property has notified the City in writing by the February 1st preceding the Fiscal Year that it wishes to assume responsibility for maintaining its parcel's frontage landscaping, parks, and street lights and the City Manager or his/her designee has determined that the Property Owner Association and/or Property Owner, or any designee thereof, has maintained its parcel's frontage landscaping, parks, and street lights in previous Fiscal Years to City Landscape and Park Maintenance Standards. In addition, in order for any Residential Property to be defined as Residential Property – In Compliance, all Residential Properties within the boundaries of CFD No. 2018-01, as defined in the Resolution of Formation, must also be defined as Residential Property – In Compliance. With respect to future development in Assessor's Parcels not identified in the Resolution of Formation, Residential Property – In Compliance status will be evaluated based on the Annexation Map developed for those Assessor's Parcels at the time of annexation, pursuant to the Act.

“Residential Property – Out of Compliance” means all Residential Property that is not Residential Property – In Compliance.

“Resolution of Formation” means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2018-01.

“San Francisco Urban Consumer Price Index” means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco – Oakland – San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco – Oakland – San Jose Area.

“Special Tax” or **“Special Taxes”** means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Developed Property to fund the Special Tax Requirement.

“Special Tax Component” means one of the following components of the Special Tax: Neighborhood Parks & Street Lighting Maintenance Special Tax, Neighborhood Landscape Maintenance Special Tax, or Stormwater Maintenance Special Tax, as identified in Table 1 and Table 2.

“Special Tax Requirement” means that amount to be collected in any Fiscal Year for CFD No. 2018-01 to pay for certain costs as required to meet the needs of CFD No. 2018-01 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-01.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2018-01 which are not exempt from the Special Tax pursuant to law or Section E below.

“Undeveloped Property” means, for each Fiscal Year, all property not classified as Developed Property, Property Owner Association Property, or Public Property.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor’s Parcels, as applicable within CFD No. 2018-01, shall be classified by the CFD Administrator as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Developed Property is shown below. Under no circumstances shall a Special Tax be levied on additions to Dwelling Units which have been categorized in prior Fiscal Years as Developed Property.

TABLE 1

**Maximum Special Taxes for Developed Property – Out of Compliance
For Fiscal Year 2018-19
Community Facilities District No. 2018-01**

Table 1: Residential Property – Out of Compliance	
Special Tax Component (Per Dwelling Unit)	FY 2018-2019 Maximum Tax
Neighborhood Park & Street Lighting Maintenance Special Tax	\$550.62
Neighborhood Landscape Maintenance Special Tax	\$498.12
Stormwater Maintenance Special Tax	\$115.97
Open Space Maintenance Special Tax	\$43.97
Total:	\$1,208.68

TABLE 2

**Maximum Special Taxes for Developed Property – In Compliance
For Fiscal Year 2018-19
Community Facilities District No. 2018-01**

Table 2: Residential Property – In Compliance	
Special Tax Component (Per Dwelling Unit)	FY 2018-2019 Maximum Tax
Neighborhood Park & Street Lighting Maintenance Special Tax	\$550.62
Neighborhood Landscape Maintenance Special Tax	N/A
Stormwater Maintenance Special Tax	\$68.49
Open Space Maintenance Special Tax	43.97
Total:	\$663.07

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) or two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

All

2. Undeveloped Property

No Special Taxes shall be levied on Undeveloped Property.

3. Prepayment of Special Tax

No prepayment of the Special Tax shall be permitted in CFD No. 2018-01.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

E. EXEMPTIONS

In addition to Undeveloped Property being exempt from annual Special Taxes, no Special Tax shall be levied on Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

F. APPEALS AND INTERPRETATIONS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

G. MANNER OF COLLECTION

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2018-01 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the sole discretion of the Council.

ATTACHMENT "B"

PETITION TO CREATE A COMMUNITY FACILITIES DISTRICT (Including Waivers)

January 9, 2018

Honorable Council Members
City of Antioch
200 H Street
Antioch, California 94509

Members of the Council:

This is a petition to create a community facilities district ("CFD") and related matters (the "Petition") submitted pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 and following of the California Government Code) (the "Act").

1. Petitioners. This Petition is submitted pursuant to the Act to the City of Antioch (the "City") by Aviano Farms LLC, the Property Owner (the "Property Owner") of 100% of the fee simple interest in the parcels of land identified by Assessor Parcel Numbers shown below (the "Property") on the map listed as Exhibit B on file with the City Clerk. The Property Owner warrants to the City with respect to the Property that the signatories are authorized to execute this Petition and that the submission of this Petition and participation in the City's proceedings under the Act will not constitute a violation or event of default under any existing financing arrangement in any way affecting the Property Owner and such Property, including any "due-on-encumbrance" clauses under any existing deeds of trust secured by the Property.

2. Proceedings Requested. The City Council is hereby requested to do all of the following:

- a. Undertake proceedings under the Act to create a community facilities district to be designated "City of Antioch Community Facilities District No. 2018-01 (Public Services)" (the "CFD").
- b. Conduct a landowner-voter election in accordance with the Act to obtain authorization to levy a special tax for services (the "Special Tax") on the non-exempt property located within the CFD.
- c. Conduct proceedings for the items described in (a) through (b) above.

3. Boundaries of Community Facilities District. The Property Owner hereby asks that the territory within the boundaries of the CFD be as shown on the map listed as Exhibit B on file with the City Clerk.

4. Purpose of Community Facilities District. The CFD shall be created for the purpose of financing the services (the "Authorized CFD Services") described in **Exhibit A** attached hereto and incorporated herein by reference.

5. Elections. The Property Owner hereby asks that the special election to be held under the Act to authorize the special taxes and to establish an appropriations limit for the CFD be consolidated into

B1

a single election and that the election be conducted by the City and its officials, using mailed or hand-delivered ballots, and that such ballots be opened and canvassed and the results certified at the same meeting of the City Council as the public hearings on the CFD under the Act or as soon thereafter as possible.

6. Waivers. To expedite the completion of the proceedings for the CFD, all notices of hearings and all notices of election, applicable waiting periods under the Act for the election, and all ballot analyses and arguments for the election are hereby waived. The Property Owner also waives any requirement as to the specific form of the ballot to be used for the election, whether under the Act, the California Elections Code, or otherwise.

7. Counterparts. This Petition may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

By executing this Petition, the persons below agree to all of the above.

The property that is the subject of this
Petition is identified as Assessor
Parcels:
No. 057-030-005-3 (150.40 acres)

The name of the owner of record of such property and
the petitioner and its mailing address is:

Property Owner: Aviano Farms LLC

Mailing Address: 1500 Willow Pass Ct
Concord, CA 94529

EXHIBIT A

PROPOSED DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

**City of Antioch
Community Facilities District No. 2018-01
(Public Services)**

DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

The Services shown below are proposed to be financed by the Community Facilities District No. 2018-01 (Public Services) (the "CFD"). The Services shall be provided, pursuant to the plans and specifications approved by the City of Antioch (the "City") and the officials thereof, including the City Manager.

SERVICES

It is intended that the CFD will be authorized to finance all or a portion of the costs of any of the following types of services:

Neighborhood Park & Street Lighting Maintenance

Maintenance, including servicing, repair, replacement and removal of neighborhood parks (includes park amenities such as playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Maintenance, including servicing, repair, replacement and removal of street lights (includes poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals and metering devices, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Neighborhood Landscape Maintenance

Maintenance, including servicing, repair, replacement, and removal of parkways, landscape setbacks, landscaped roadway medians, open space, environmental preserves (including performance and management of environmental mitigation monitoring and annual reporting), publicly-owned masonry walls, fences, monuments and features, trails, bike paths, etc. Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Stormwater Maintenance

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting, vegetation management, removal of silt, sediment, trash and debris from the drainage areas, bio-retention basins and City catch basins, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Open Space Maintenance

Maintenance, including monitoring and management of the Open Space Preserve and preparation of a letter report that will be submitted each year with the HOA, U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). Monitoring will ensure compliance with Allowed and Prohibited Uses. The HOA will be responsible for the management of the Open Space Preserve. Management activities will include trash removal, fencing repairs or replacement, and ensuring that a hazardous fire condition is abated through the mowing/disking of a fire break along the southern boundary of the preserve.

Maintenance also includes funding for qualified biologists holding the appropriate federal 10(a)(1)(A) recovery permits to conduct surveys to document the presence of vernal pool fairy shrimp and California tiger salamanders in the wetlands and ponds on the Ralph Preserve (mitigation property), and to assess the condition of wetland habitat for those species. An annual monitoring report will be prepared that shall include all survey data, water depth and temperature data, graphics, photograph presentation, spreadsheets, and text. The annual report will be submitted to the USFWS and CDFW by December 31st of each monitored year.

OTHER


1. Administrative expenses, including the cost incurred to determine, levy and collect special taxes, including compensation of the City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of special taxes upon the general tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.
2. Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD, or any party related to any of the foregoing, for services, facilities, fees or other purposes or costs of the CFD.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of January 9, 2018

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

SUBJECT: Resolution Approving a New Salary Range and having this Salary Range placed on the Hourly Classification Salary Schedule for the Doctor of Veterinary Medicine

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving a new salary range and having this salary range placed on the Hourly Classification Salary Schedule for the Doctor of Veterinary Medicine.

STRATEGIC PURPOSE

Strategy C-2: Increase animal neutering and adoption.

Strategy L-10: Effective and efficient management of all aspects of Human Resources Management, including Employer/Employee Relations, labor negotiations, classification and compensation, recruitment and selection, benefits administration, and staff development.

Strategy L-11: Attract and hire highly qualified candidates to fill funded vacant positions. **Short Term Objective:** Continued focused, timely, and targeted recruitment efforts specific to the position and department needs.

FISCAL IMPACT

Staff is recommending a new salary range for the Doctor of Veterinary Medicine of \$65/hr - \$72/hr. On February 14, 2017, ARF agreed to fund 9 months of cost for this position which equates to \$54,000. Since this is a part-time position that may require the Doctor of Veterinary Medicine to work 24 hours per week, ARF will be funding around 7 months of cost ($\$72/\text{hr} * 24/\text{hrs per week} * 4/\text{weeks per month} * 7.75 \text{ months}$).

DISCUSSION

On April 25, 2017 City Council approved a salary range of \$40.06/hr - \$43.26/hr. This salary range was calculated based upon ARF agreeing to fund 9 months of cost which equates to \$54,000. Although staff recruited for this position using advertisement and web sites recommended by ARF, there has only been one qualified applicant that turned down the position in large part due to the salary range.

On February 14, 2017, Captain Tammany Brooks submitted and presented a staff report to the City Council the subject was Antioch Animal Services Update. The staff

report stated that Antioch Animal Services has utilized the veterinary services of East Hills Veterinary Hospital (EHVH) since 2007. This contract expired on August 1, 2016, and these services are now being performed on a “pay as we go” basis.

A comparison of salaries of other Doctors of Veterinary Medicine in the area are:

- East Bay SPCA: \$115,000 per year (\$55.29/hr) + full benefits
- Berkeley Animal care Service (City of Berkeley): Contracted at \$72/hr part-time
- City and County San Francisco: \$50-\$66/hour + benefits
- Sacramento County: \$53-\$59/hour for Chief of Shelter Medicine + benefits

With the new hourly salary range, recruiting with ARF recommended advertising and web sites, and the use of the City web site and social media this will attract qualified Doctors of Veterinary Medicine.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2018/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A NEW SALARY RANGE FOR THE DOCTOR OF VETERINARY
MEDICINE CLASSIFICATION AND ASSIGNING THIS SALARY RANGE TO THE
HOURLY CLASSIFICATION SALARY SCHEDULE**

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

WHEREAS, staff has determined that a classification of Doctor of Veterinary Medicine is needed; and

WHEREAS, the new salary range for the Doctor of Veterinary Medicine classification is \$65 - \$72 per hour; and

WHEREAS, the City Council approved the class specification and initial salary range at the regular City Council meeting on April 25, 2017; and

WHEREAS, the City Council approved the position and funding at the regular City Council meeting on February 14, 2017.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch as follows:

Section 1. That the Doctor of Veterinary Medicine classification be assigned an hourly salary range of \$65 - \$72; and

Section 2. That the hourly salary range be placed on the hourly classifications salary schedule.

* * * * *

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 9th day of January, 2018, by the following vote:

AYES:

NOES:

ABSENT:

**ARNE SIMONSEN, CMC
CITY CLERK OF THE CITY OF ANTIOCH**

PROPOSED BOUNDARIES OF
CITY OF ANTIOCH
COMMUNITY FACILITIES DISTRICT NO. 2018-01
(PUBLIC SERVICES)
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

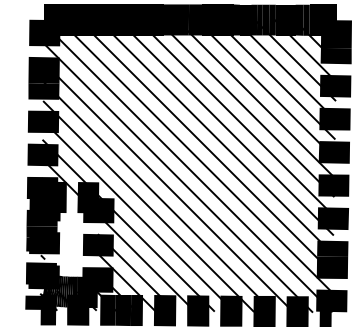
Assessor Parcel Number within the
Boundaries of City of Antioch
Community Facilities District
No. 2018-01 (Public Services):
057-030-005-3

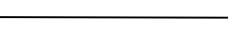
Assessor Parcel Number within the Future Annexation Area of City of
Antioch Community Facilities District No. 2018-01 (Public Services):

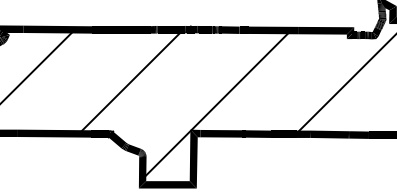
056-130-011	057-041-001	057-042-005	075-132-009
056-130-012	057-041-002	057-042-006	075-132-010
056-130-013	057-041-003	057-042-025	075-132-011
056-130-015	057-041-004	057-042-026	075-132-012
056-130-017	057-041-005	057-042-027	075-132-013
056-130-018	057-041-006	057-050-008	075-132-014
057-010-001	057-041-007	057-050-009	075-132-015
057-010-002	057-041-009	057-050-010	075-132-016
057-010-003	057-041-012	057-050-012	
057-010-004	057-041-013	057-050-015	
057-021-003	057-041-015	057-050-016	
057-022-010	057-041-016	057-050-019	
057-022-013	057-041-018	057-050-020	
057-022-019	057-041-019	057-050-021	
057-022-020	057-041-020	057-050-022	
057-022-021	057-041-021	057-050-023	
057-030-003	057-041-022	057-050-024	
057-030-006	057-041-023	057-060-006	
057-030-007	057-041-024		

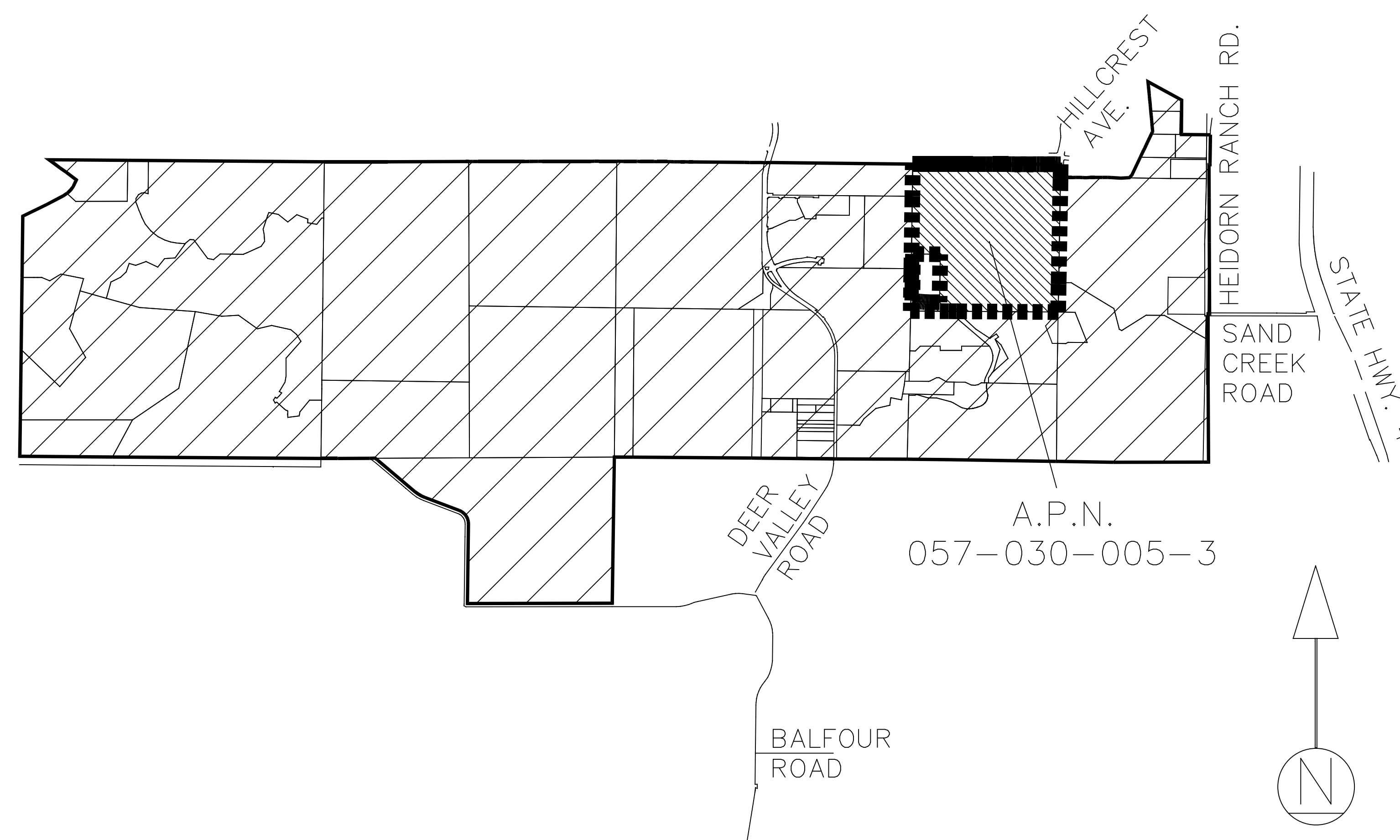
Reference is hereby made to the
Assessor maps of the County of
Contra Costa for a description of
the lines and dimensions of each
lot and parcel.

LEGEND

 Proposed Boundaries of
City of Antioch
Community Facilities
District No. 2018-01
(Public Services),
Contra Costa County,
California

 Assessor Parcel Line

 Future Annexation Area
of City of Antioch
Community Facilities
District No. 2018-01
(Public Services),
Contra Costa County,
California



(1) Filed in the office of the Clerk of the City of
Antioch this ____ day of _____, 2018.

Arne Simonsen, Clerk of the City of Antioch,
California

(2) I hereby certify that the within map showing the
proposed boundaries of City of Antioch Community
Facilities District No. 2018-01 (Public Services), County
of Contra Costa, State of California, was approved by
the City Council of the City of Antioch at a regular
meeting thereof, held on the _____ day of
_____, 2018, by its Resolution No.
-----.

Arne Simonsen, Clerk of the City of Antioch,
California

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number
_____, this ____ day of
_____, 2018, at ____m., in Book
_____ of Maps of Assessment and Community
Facilities Districts at page _____, in the office of
the county recorder in the County of Contra Costa, State
of California, at the request of the City of Antioch in the
amount of \$_____.

Joseph E. Cancimilla
County Clerk-Recorder
County of Contra Costa

By: _____

Deputy Recorder

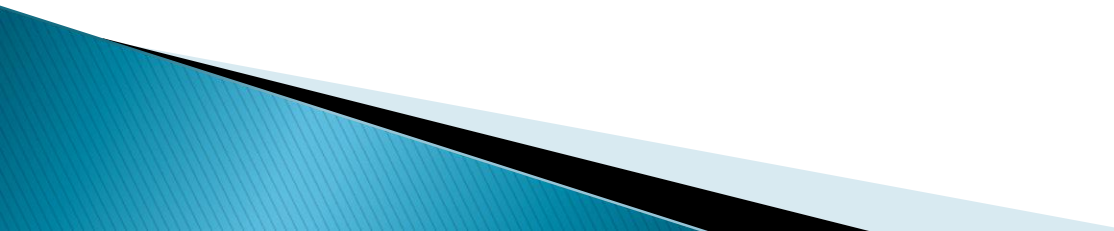
Albers Ranch

PDP-16-01

#3.02

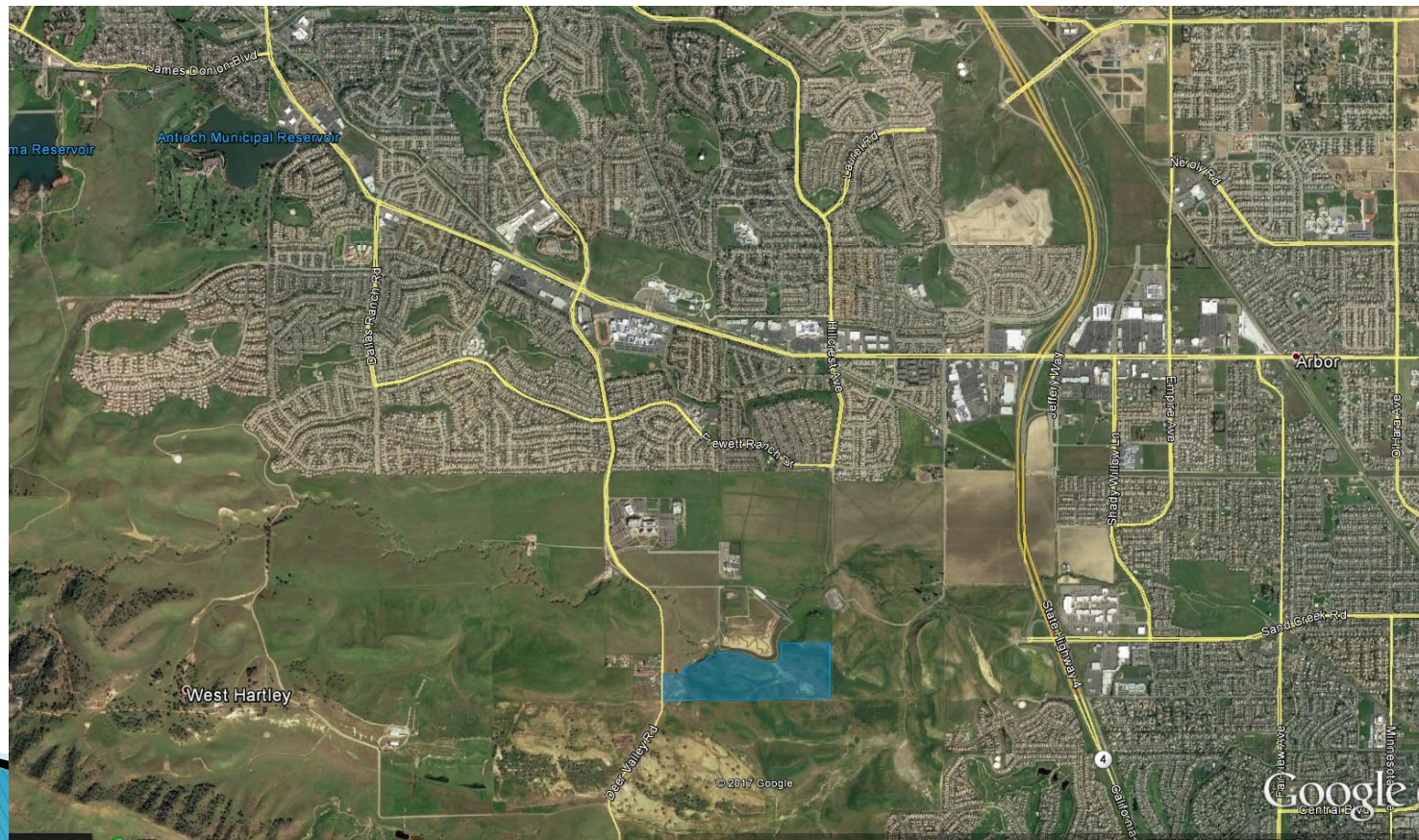
01-09-18

Albers Ranch – PDP-16-01

- ▶ 96.6-acre development site
 - ▶ 301 Senior Residential Units
 - ▶ Assisted Living Facility
 - ▶ 3.0-acre Park
- 

Location

- ▶ Central, southern portion of Sand Creek Focus Area



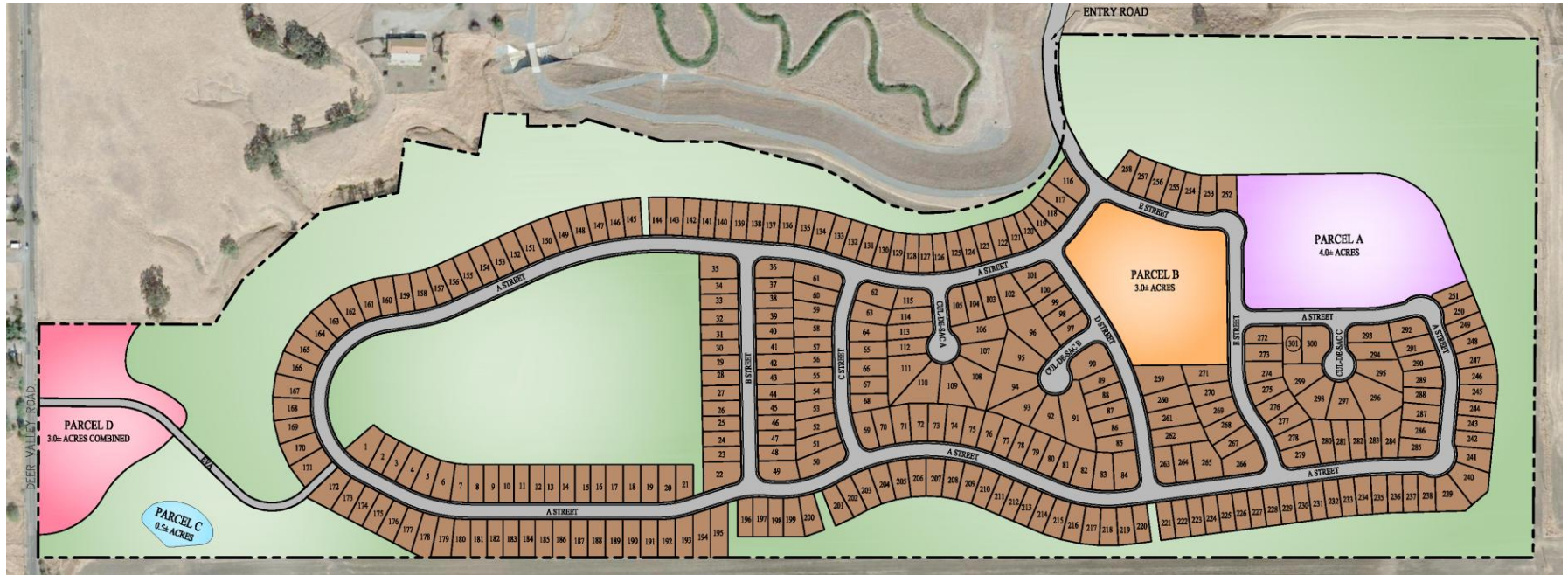
Location

- ▶ Central, southern portion of Sand Creek Focus Area



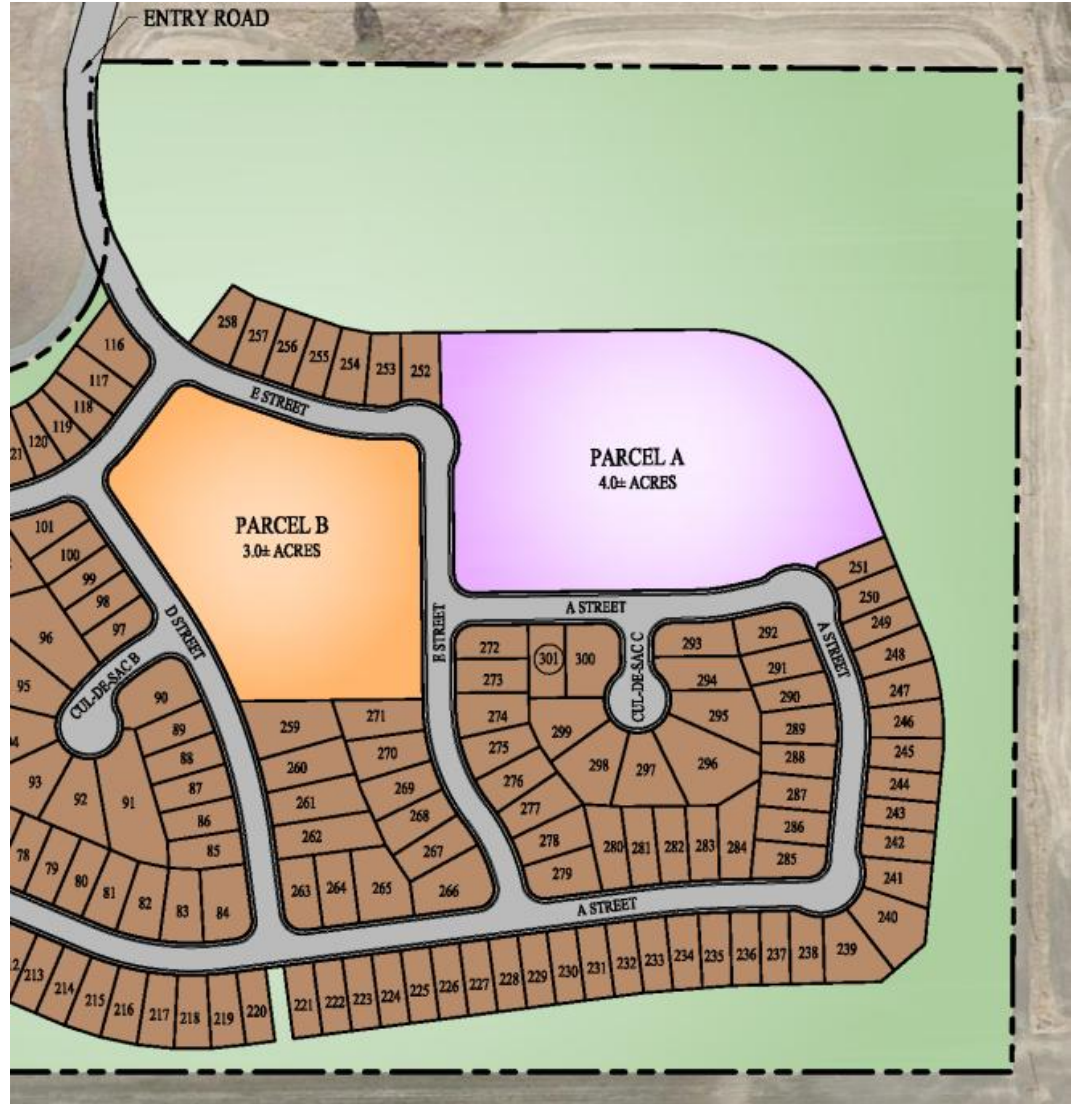
Residential

- ▶ 301 Senior Units
- ▶ Lot Sizes – minimum of 40'x100'



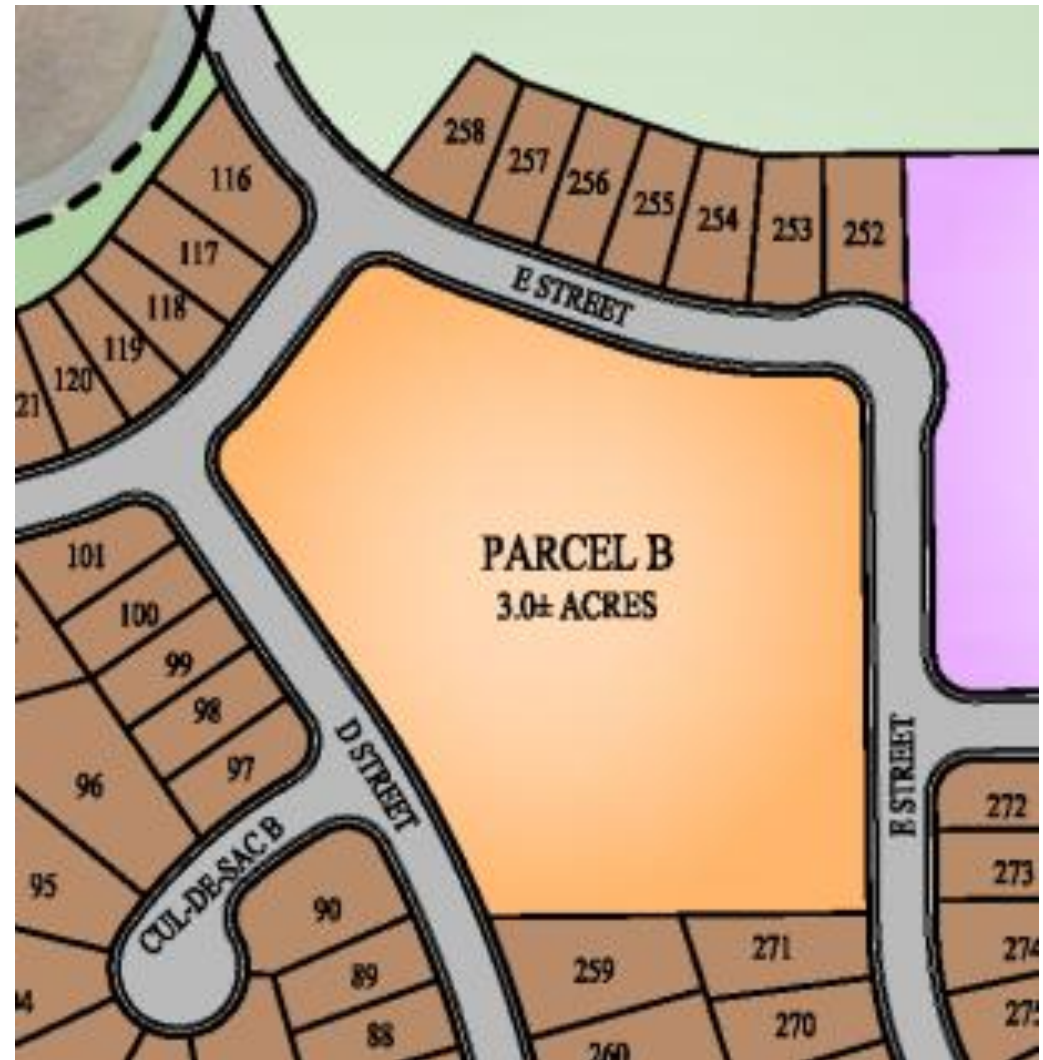
Assisted Living

- ▶ 4.0 +/- acres



Park

- ▶ 3.0 +/- acres



Density

- ▶ 301 units / 96.6 acres

Current General Plan – Residential Development Yield			
Designation	Acres	Density (units per acre)	Residential Units
Hillside Estate Housing	34	1.0	34
Assisted Living Facility	4	0	0
Executive Estate Housing	56	2.0	112
Sand Creek	4	0	0
Total	98		146

Density – Senior Bonus (50%)

- ▶ 301 units / 96.6 acres
 - 50% Senior Bonus allowed by Code

Current General Plan – Residential Development Yield with 50% Senior Density Bonus			
Designation	Acres	Density (units per acre)	Residential Units
Hillside Estate Housing	34	1.5	51
Assisted Living Facility	4	0	0
Executive Estate Housing	56	3.0	169
Sand Creek	4	0	0
Total	98		220 (301 proposed)

Density – Senior Bonus

- ▶ 301 units / 96.6 acres
 - 100% Senior Bonus allowed by Code

Proposed Project – Residential Development Yield with 100% Senior Density Bonus			
REQUIRED FOR PROJECT			
Designation	Acres	Density (units per acre)	Residential Units
Hillside Estate Housing	34	2.0	72
Assisted Living Facility	4	0	0
Executive Estate Housing	56	4.0	225
Sand Creek	4	0	0
Total	98		297 (301 proposed)

- Requires additional bonuses for proximity to services or transit
OR
low income restriction

Density – Recommendation

- Staff recommends limit unit count to 220
 - = current General Plan with full Senior Density Bonus

Current General Plan – Residential Development Yield with 50% Senior Density Bonus			
Designation	Acres	Density (units per acre)	Residential Units
Hillside Estate Housing	34	1.5	51
Assisted Living Facility	4	0	0
Executive Estate Housing	56	3.0	169
Sand Creek	4	0	0
Total	98		220 (301 proposed)

Lot Size

- Proposed = 40'x100' (4,000 square feet min.)
- General Plan = Min. 5,000 square feet for “Small Lot Single-Family Detached Housing”

Lot Size – Recommendation

- 5,000 square-foot minimum lot size
 - Similar to Trilogy and other senior communities

Land Use

- Assisted Living Facility
 - Defined as “Residential Care Facility”
 - Permitted in:
 - High Density Residential
 - Community Commercial
 - Mixed Use and Mixed Use Medical Facility
 - Not permitted in single-family residential neighborhoods

Land Use – Recommendation

- Eliminate the Assisted Living Facility

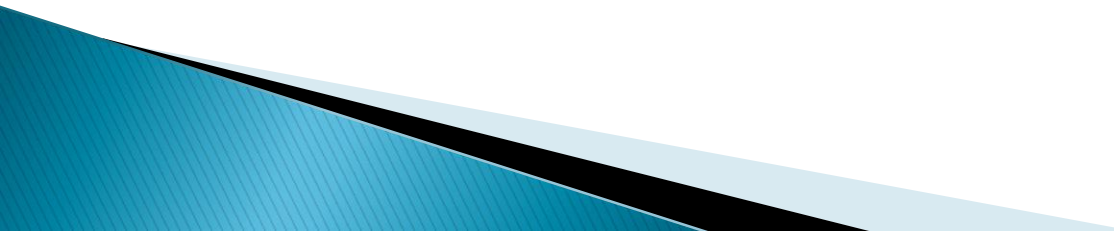
Hillside Development

- Two prominent hillforms
- Project includes:
 - Extensive Mass Grading of Site
 - Reduction of western hill by ~25'
 - Some areas lowered by 45'
 - Used to fill lower eastern section
- Overall difference between high and low
 - Current = 114' (210'–324')
 - Proposed = 74' (226'–300')

Hillside Development

- Inconsistent with General Plan
 - 5.4.14 Hillside Design Policies
 - Slopes
 - Mass grading
 - Sensitive to terrain, views, and significant natural landforms
 - Sand Creek Focus Area Policies
 - Ridgelines, hilltops, significant landforms
 - Adequate buffer to banks of Sand Creek

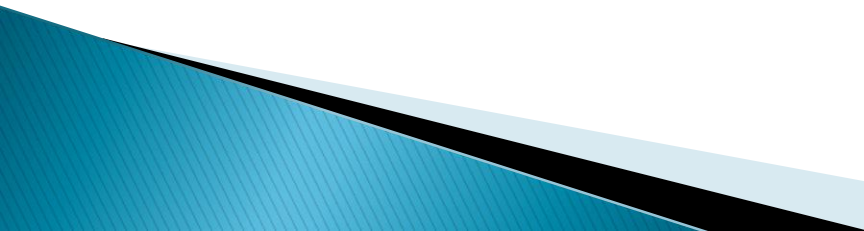
Hillside Development – Recommendation

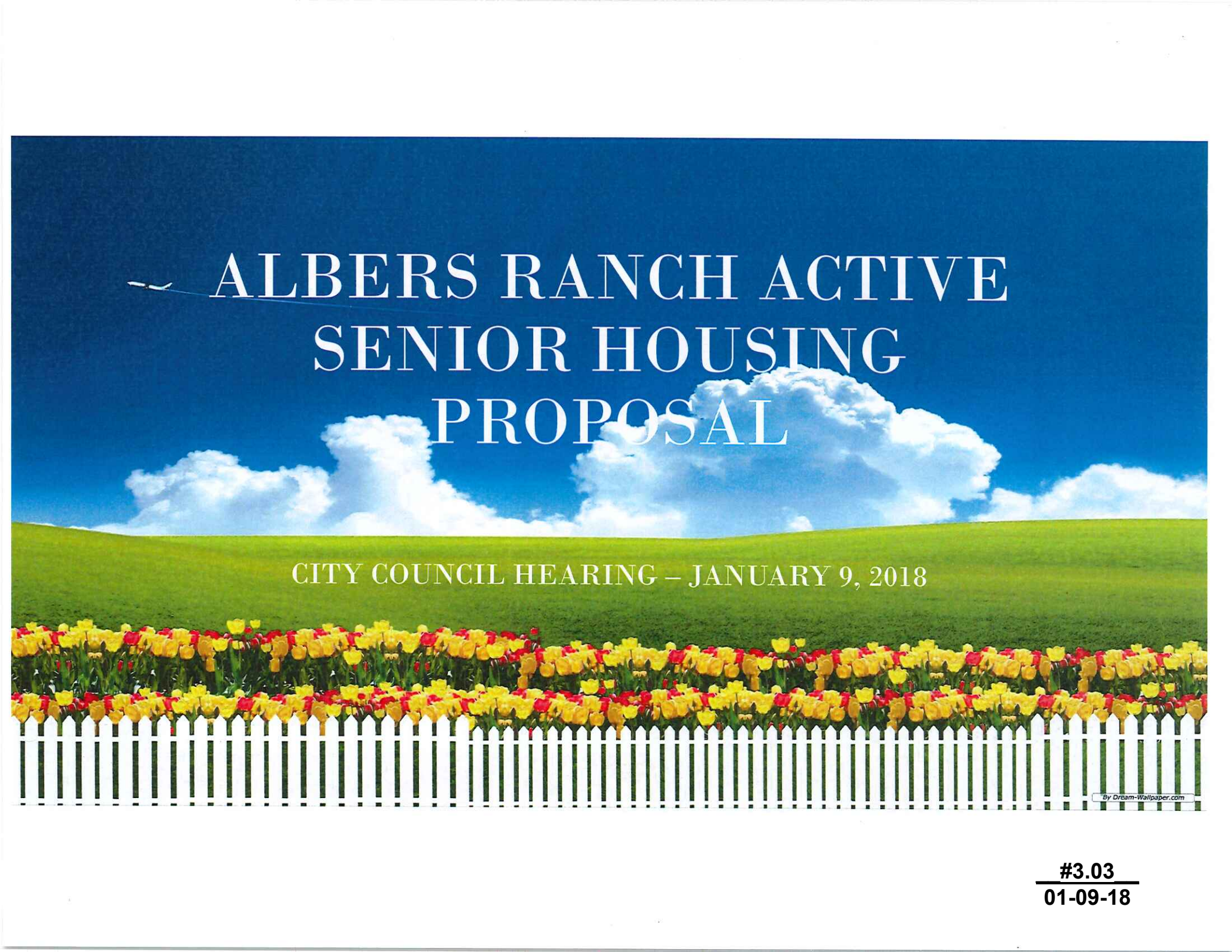
- Limit grading to area less than 35% slope
 - Only for roads and pads for houses
 - Leave western hilltop intact
 - Leave hill from 300'–324' in place.
 - Use a sewer pump or lift station to avoid fill.
 - Design sidewalks to be ADA compliant
- 

Other Agencies

- Contra Costa County Flood Control District
 - Access depends on use of CCCFCD road and dam
 - Utilities may go through the dam
 - Extensive permissions required
- Contra Costa County Fire Protection District
 - Fire Station required in Sand Creek Focus Area
 - Potentially part of The Ranch
 - Absolutely necessary for Senior Housing
 - Recommendation: Not until constructed and operational in Sand Creek Focus Area

Summary

- Good project
 - Addresses desires for Senior Housing
 - Complicated by topography and location
 - Relies on access over other's property.
 - Basic Recommendation
 - Reduce units to 220 or request General Plan Amendment
 - Reduce grading and preserve hills
 - Work out access issues
 - Support a fire station
- 

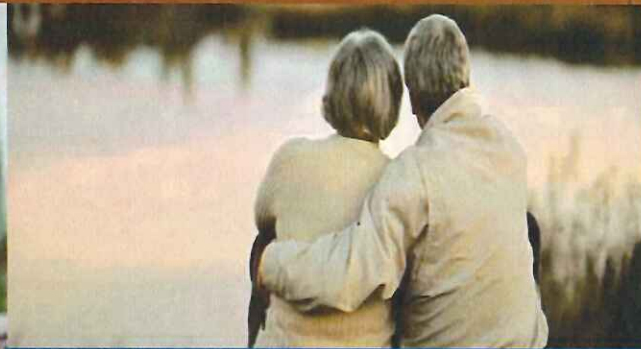


ALBERS RANCH ACTIVE SENIOR HOUSING PROPOSAL

CITY COUNCIL HEARING – JANUARY 9, 2018

By Dream-Wallpaper.com

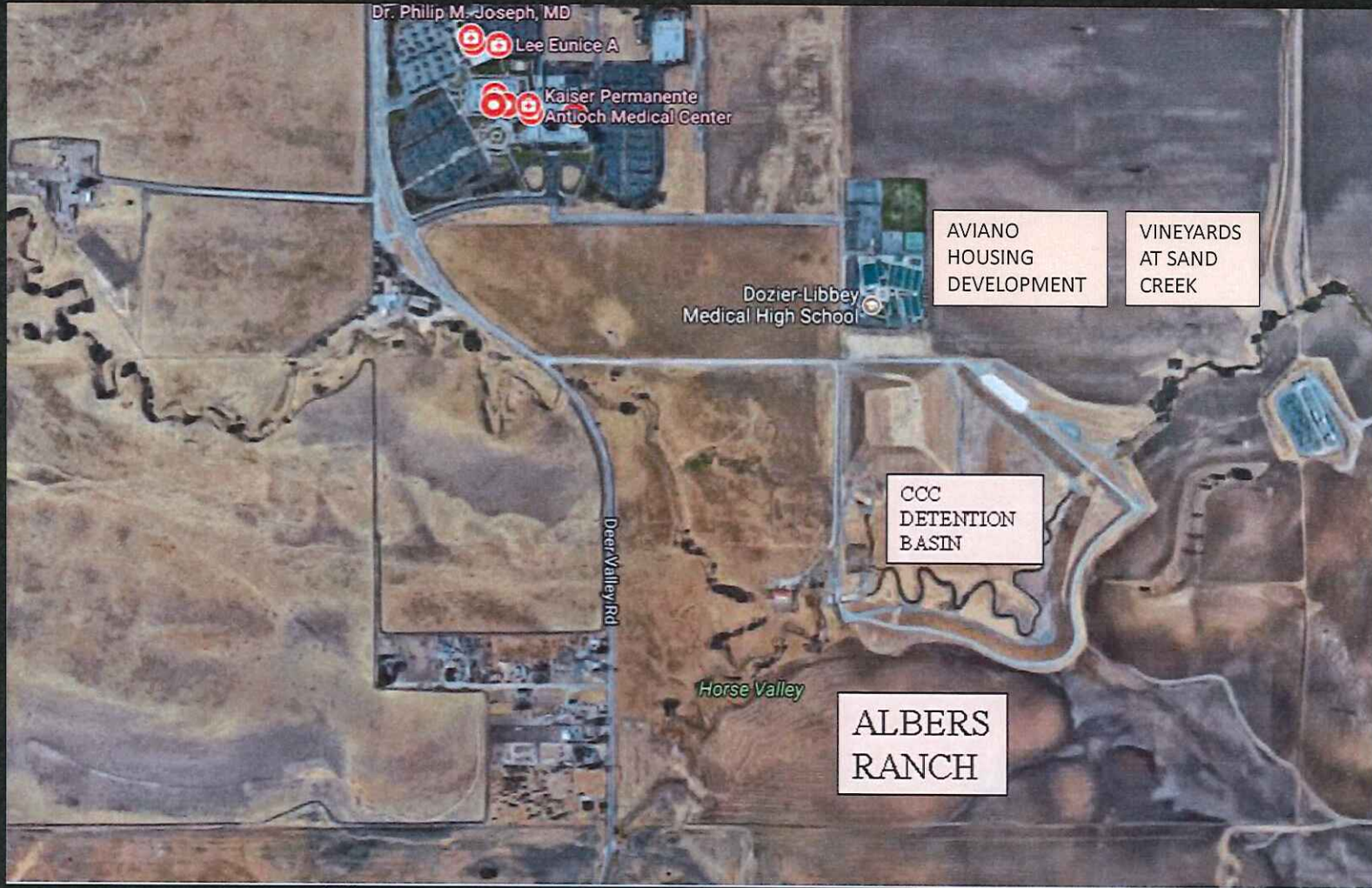
#3.03
01-09-18



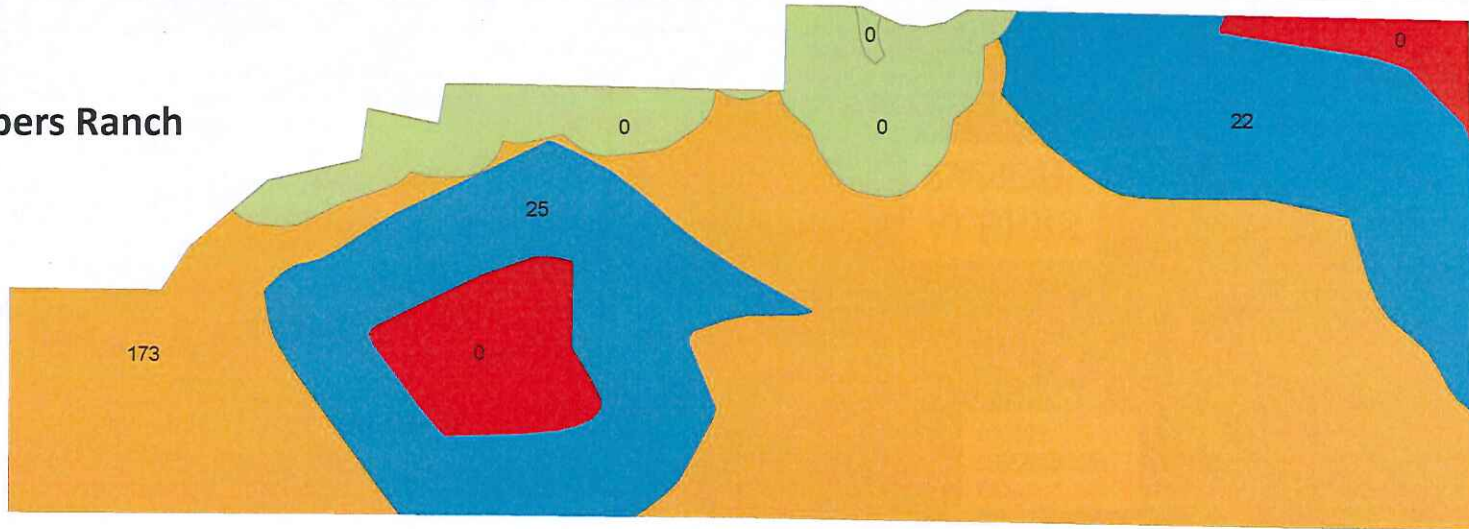
**Albers Ranch: A Gated Active Adult
Community at Sand Creek**

Antioch

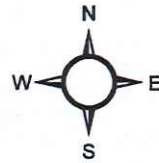




Albers Ranch



Sand Creek Focus Area
Land Use Designations



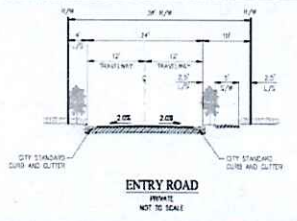
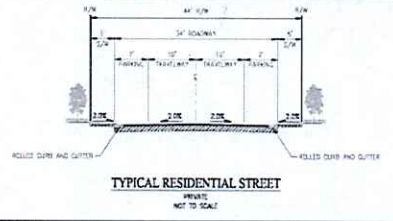
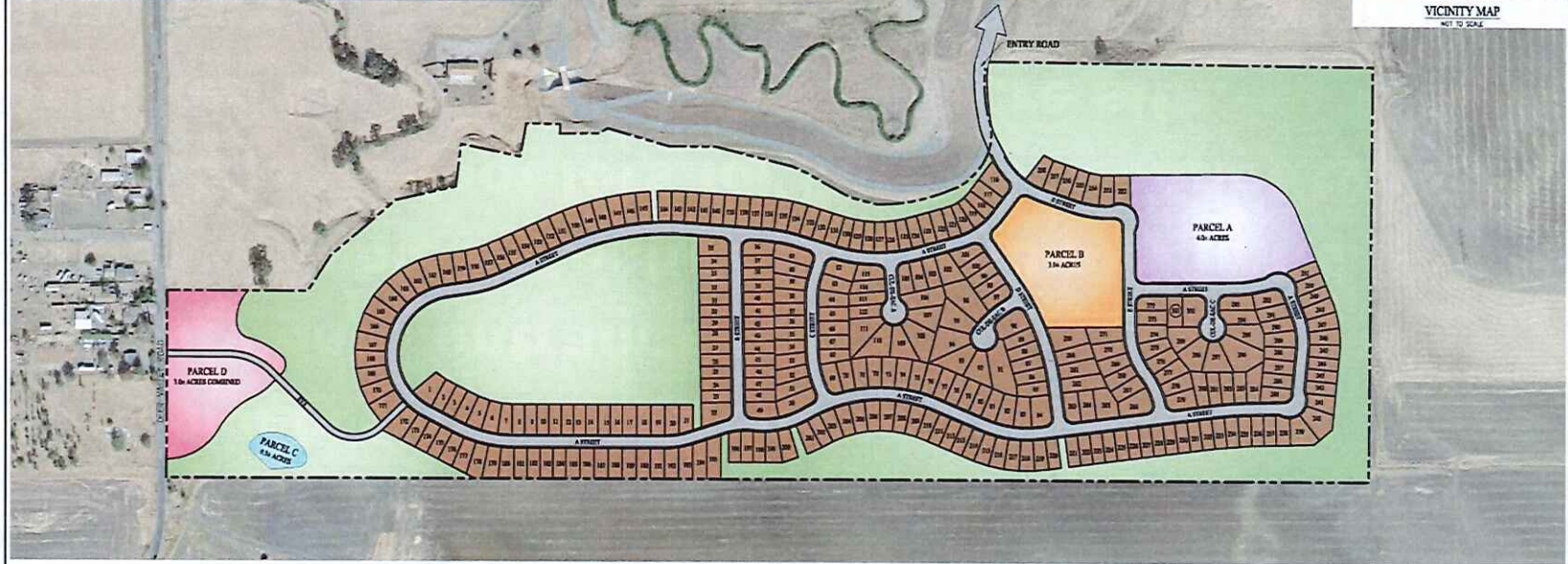
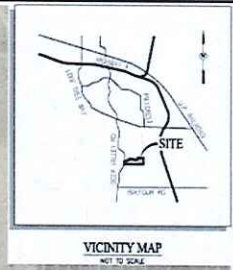
Albers Parcels
Land Use Designations

- MD
- MD-H
- OS
- OS-H

- 220 Lots with above land use designation.
- 301 Lots with senior housing bonus.

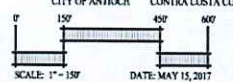
ACRES	SCFA_LUD	Density	Development_Yield	Shape_Length	Shape_Area
9.50641458	OS	0	0	5605.298531	414097.7627
4.753170524	OS-H	0	0	1806.131484	207047.2798
1.781986429	OS-H	0	0	1815.06814	77623.01836
16.51424437	MD-H	1.5	25	5814.933512	719357.6074
14.56165578	MD-H	1.5	22	4103.709707	634303.1887
0.1636750743	OS	0	0	393.5201278	7129.65772
-57.5271123	MD	3	173	12878.12581	2505870.988
104.8082591			220		

LAND USE SUMMARY					
LAND USE	UNITS	% OF TOTAL UNITS	AREA (AC)	% OF TOTAL AREA	
42 x 100'	307	100%	352	34.4%	
PARCEL A / ASSISTED LIVING	---	---	4.0	4.1%	
PARCEL B / PARK / WATER QUALITY	---	---	3.0	3.1%	
PARCEL C / WATER QUALITY	---	---	0.5	0.5%	
PARCEL D / MISC USE	---	---	3.0	3.1%	
OPEN SPACE	---	---	42.0	42.0%	
ROAD / FVN	---	---	10.9	11.3%	
TOTAL	307	100.0%	36.8	100.0%	



SITE PLAN ALBERS RANCH

A GATED ACTIVE ADULT COMMUNITY
CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA



DATE: MAY 15, 2017

cbg
Carlson, Barbee & Gossett, Inc.
1715 BRIDGEWAY DRIVE, SUITE 200, ANTIOCH, CA 94509
TEL: (925) 766-1100 FAX: (925) 766-1101
WWW.CBGARCHITECTS.COM

SHEET NO.
1
OF 4 SHEETS

PROJECT FEATURES PT. 1

- **Total of 96.6 acres.**
- **Exclusively for active seniors 55 and older.**
- **Security gate entrance.**
- **301 affordable detached single-family units.**
- **4,000 square foot lots for various product types.**
- **Assisted Living facility on a 4-acre site.**
- **Spacious recreation facility on a 3-acre site.**
- **3-acre park site.**

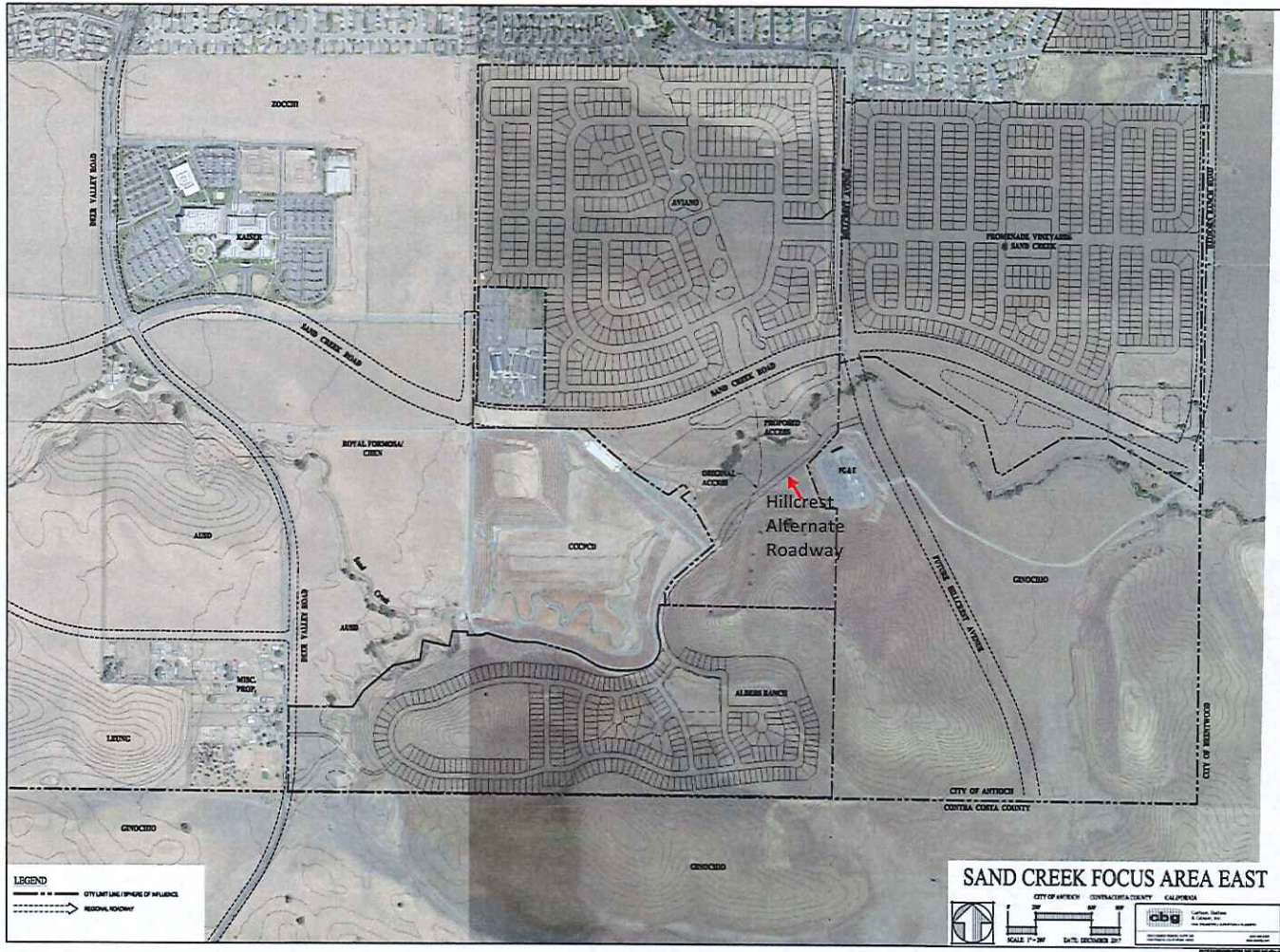
PROJECT FEATURES PT. 2

- **42 acres of open space: 44% of the total acreage.**
- **Walking trails throughout the open space areas.**
- **Hillside home-lot views of surrounding areas.**
- **Restoration of ridge and hillside land forms after grading.**
- **Average 125-foot setback from Sand Creek.**
- **3-acre “opportunity site” adjacent to Deer Valley Road**
- **Maintenance of roads, park, lighting, landscaping and trails in public areas paid for by residents.**
- **Positive impact on the Antioch Unified School District.**

Consistent with Staff's Previously Proposed Policy Changes for SCFA

- **Landform grading**
- **Higher densities on the east side of the valley.**
- **Assisted Living Facility within the project: exempt from unit count.**
- **45% density bonus for project that is 100% senior housing: allows up to 318 units: 301 lots proposed.**
- **Grading of hilltop and hillsides, "based upon unique conditions and compelling justification." See renderings A & B before and after grading.**
- **Review through the Planned Development District Process allows for Minor deviations from the standards of the SCFA section of the Land Use Element: Planning Commission and City Council discretion.**
- **Entry road from Sand Creek Road OR Hillcrest Ave with bridge across Sand Creek.**

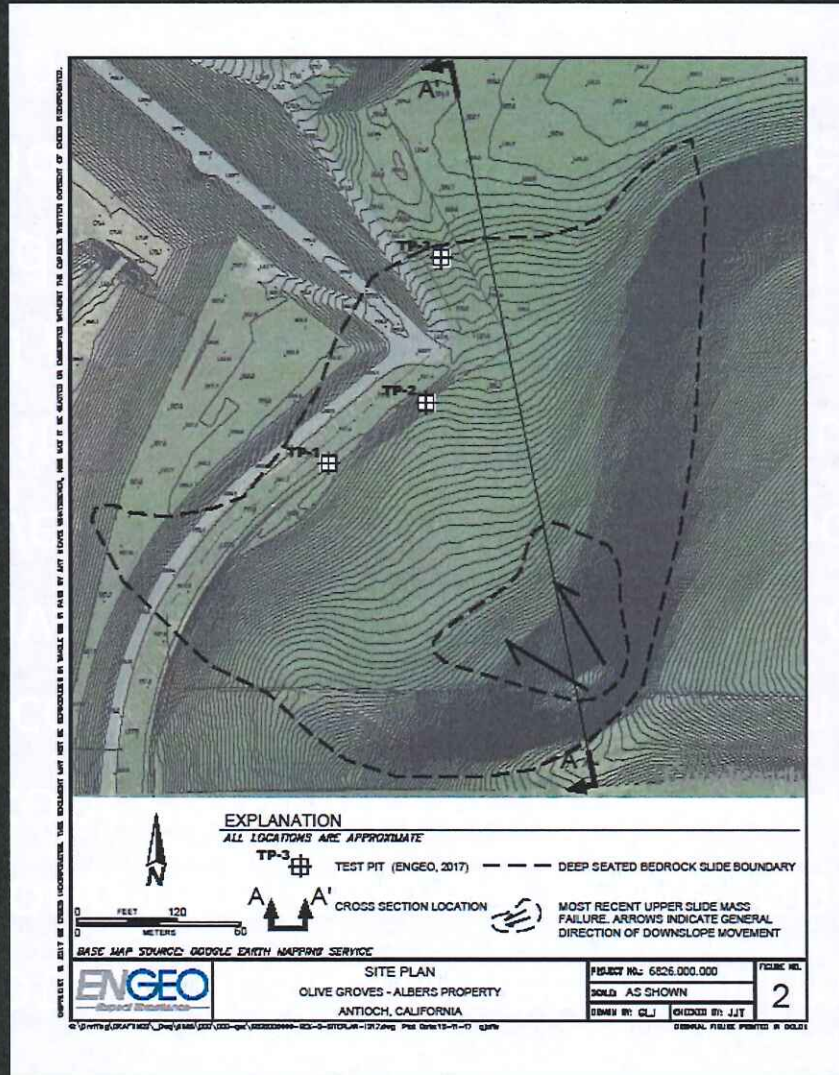
Hillcrest Alternate Roadway



- The letter from Contra Costa County Flood Control District (FCD) states that the project's construction and grading in the area of the Basin must be reviewed and approved by the state's Department of Water Resources, Division of Safety of Dams (DSOD).

- ENGEO, a geotechnical engineering firm, was hired by the Albers group to prepare a geotechnical analysis to address the concerns of FCD. This was reviewed by DSOD which concluded that; “Based on the subsurface investigations and analyses described in this report, we conclude that there is no evidence of a surficial activity in the area studied (figure2), and that the proposed road grade through this area will be stable... Based on our findings we conclude that the proposed roadway alignment is feasible from a geotechnical perspective”.

ENGEO and DSOD Related Reports. Figure 2



- Nekane Hollister, P.E., the engineer for the Division of Safety of Dams (DSOD), reviewed the work done by ENGEO. She stated in a 12-19-17 email to Carlson, Barbee & Gibson, Alber's engineering firm, regarding the road proposed for this area, **"We have no current geologic concerns with this project"**.

- **Ms. Hollister expressed no concerns with the concept of the work to be done in the vicinity of the saddle dike and dam, including levee penetration. She requested that the plans for the work be submitted to DSOD for review when completed.**

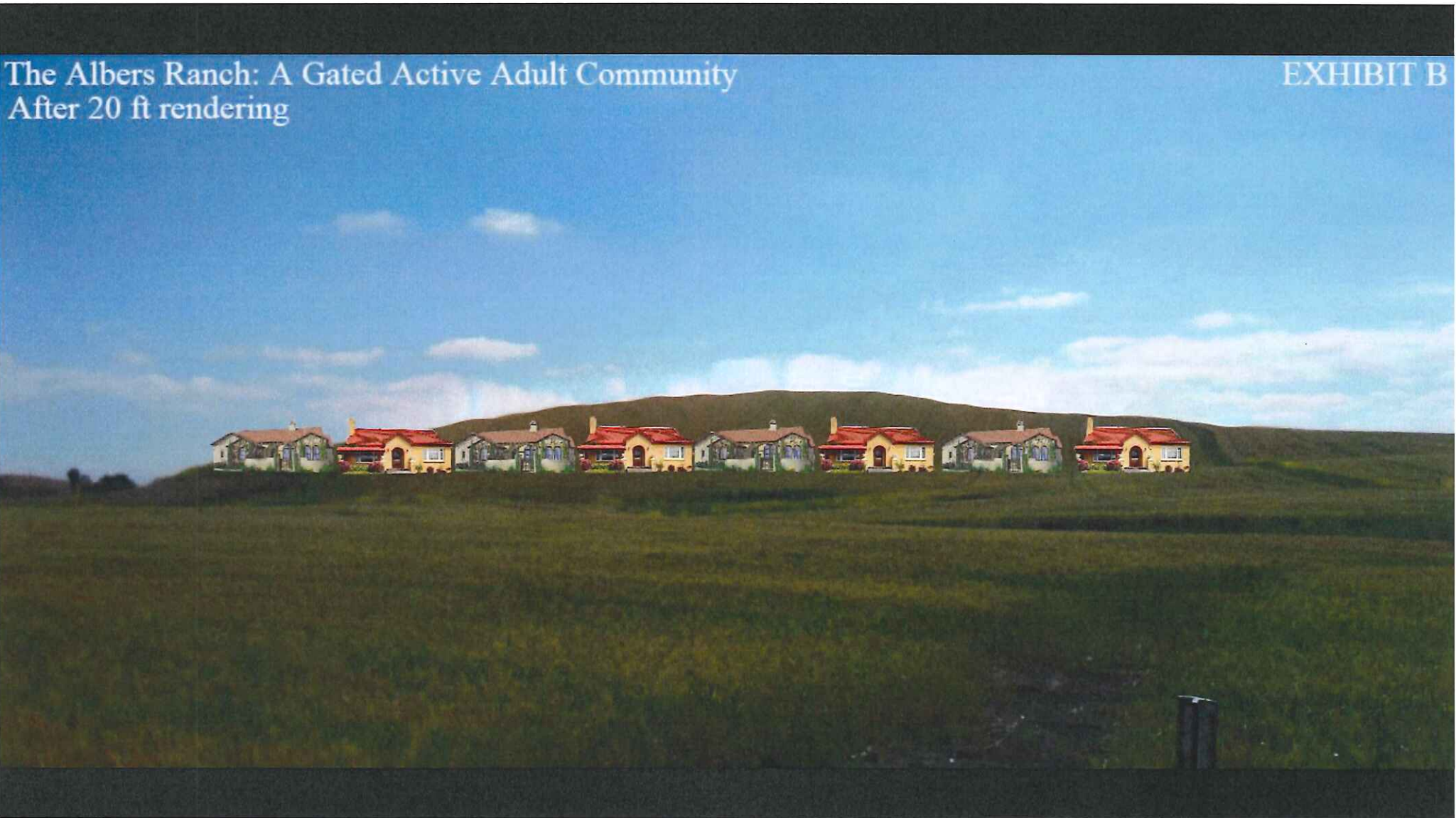
The Albers Ranch: A Gated Active Adult Community
Before 20 ft rendering

EXHIBIT A



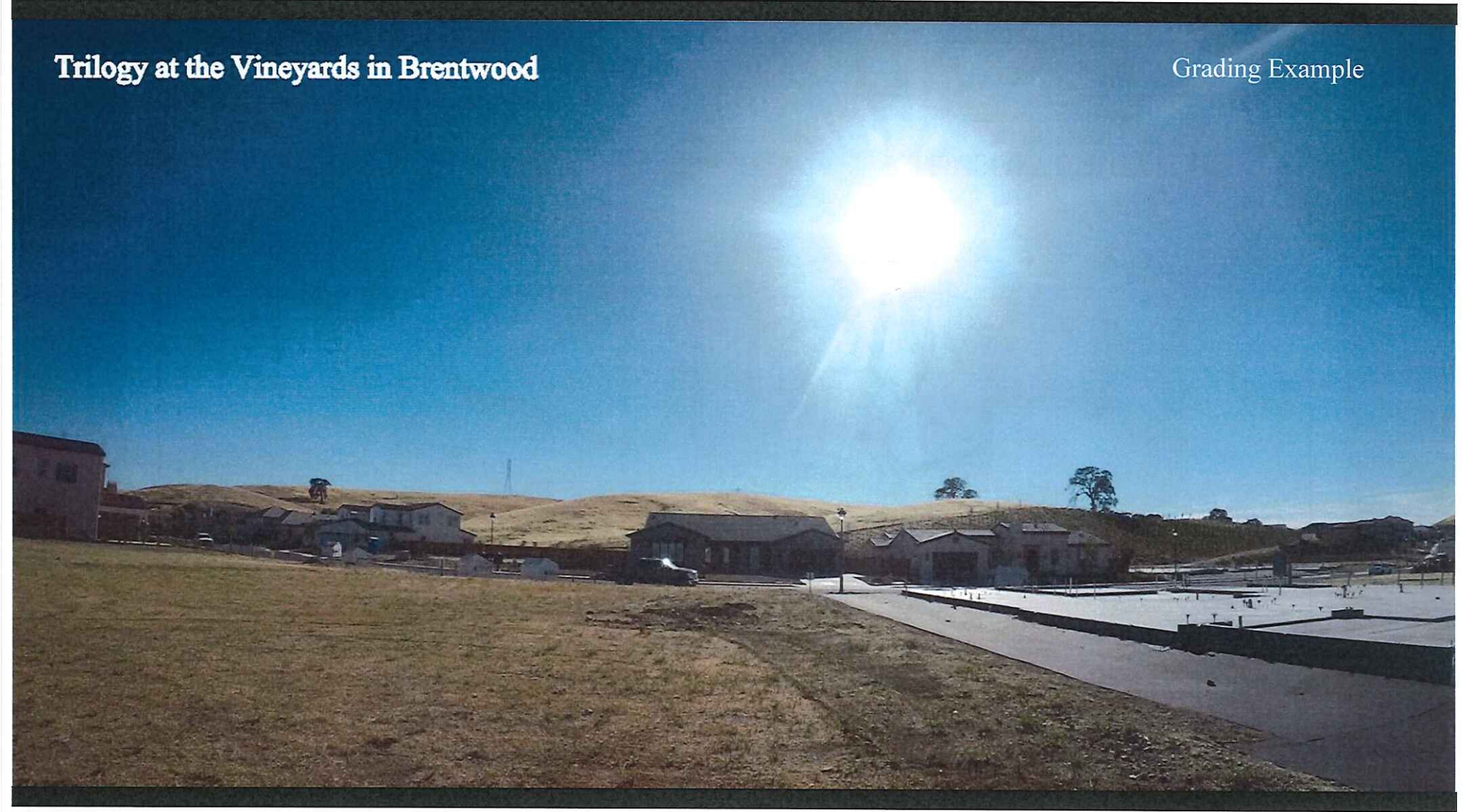
The Albers Ranch: A Gated Active Adult Community
After 20 ft rendering

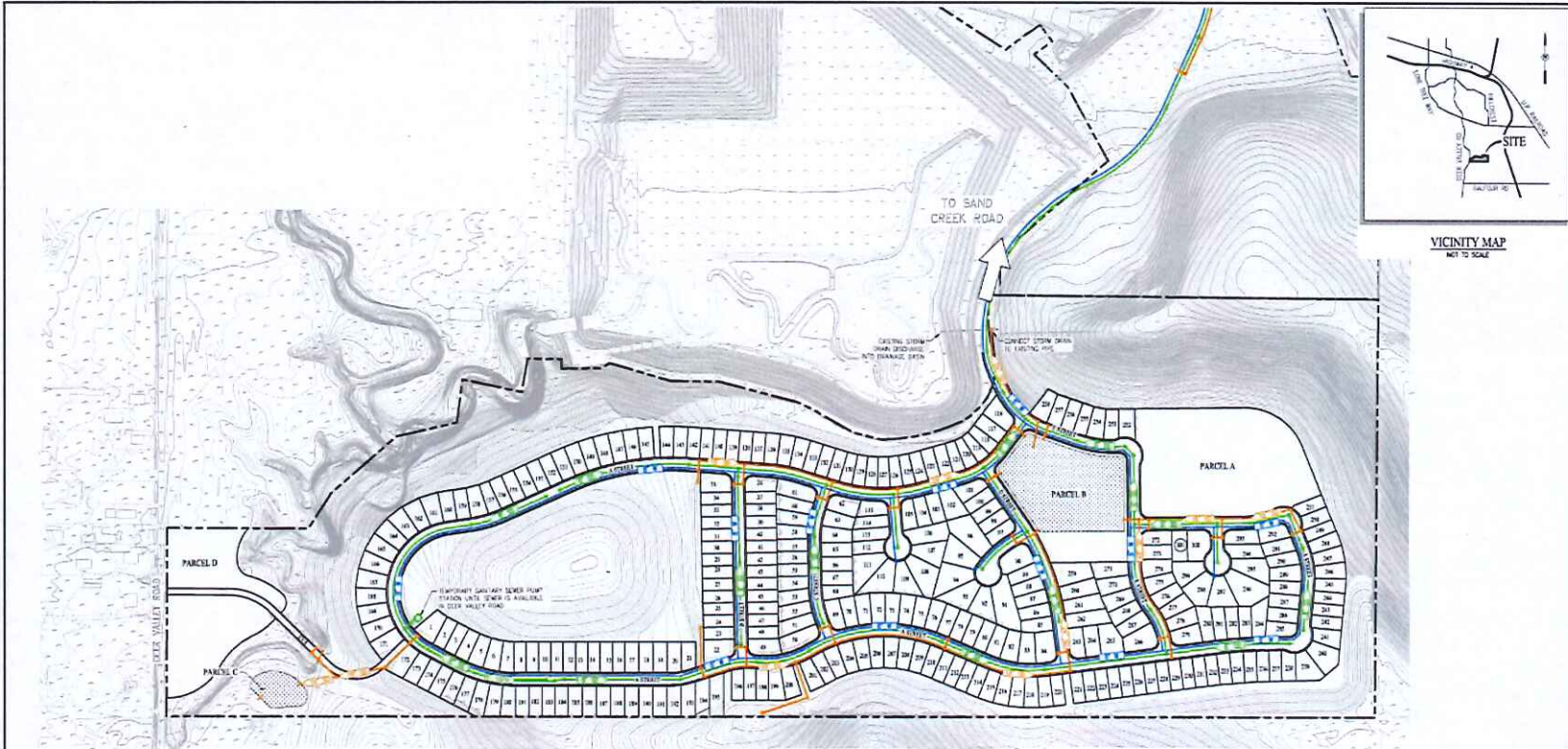
EXHIBIT B



Trilogy at the Vineyards in Brentwood

Grading Example





VICINITY MAP
NOT TO SCALE

LEGEND		
EXISTING	PROPOSED	
		PROJECT BOUNDARY
		STORM DRAIN
		SANITARY SEWER
		SANITARY SEWER (EXIST. MAIN)
		POTABLE WATER
		WATER TREATMENT BASIN
		STORM SEWER MANHOLE
		EXIST. EXIST.
		FIELD INLET
		SANITARY SEWER MANHOLE
		WELL HEADS

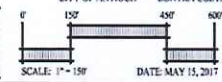
- NOTES:**
- PROPOSED PIPE SIZES ARE APPROXIMATE. FINAL LAYOUT AND UTILITY SIZES TO BE COMPLETED WITH FINAL TOPOGRAPHY.
 - EXISTING PIPE LOCATIONS ARE APPROXIMATE. ALL EXISTING UTILITY DATA TO BE VERIFIED PRIOR TO FINAL UTILITY DESIGN.

PRELIMINARY UTILITY PLAN

ALBERS RANCH

A GATED ACTIVE ADULT COMMUNITY

CITY OF ANTIOCH CONTRA COSTA COUNTY CALIFORNIA



DATE: MAY 15, 2017

cbg Carlson, Barken & Grogan, Inc.
 CIVIL ENGINEERS AND ARCHITECTS
 1000 CHURCH AVENUE, SUITE 100
 SAN FRANCISCO, CALIFORNIA 94102
 (415) 774-0770
 WWW.CBGI.COM

SHEET NO
6
OF 6 SHEETS



**ALBERS RANCH: A GATED ACTIVE
ADULT COMMUNITY**

**AT SAND CREEK
ANTIOCH**

**ALBERS IANNACONE
DEVELOPMENT COMPANY**