

# ANNOTATED AGENDA

for

November 27, 2012

*CITY COUNCIL MEETING*

*Regular Meeting*

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

Order of Council vote: AYES:

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

### 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 3<sup>rd</sup> 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.

**6:20 P.M. ROLL CALL** for Closed Sessions – **All Present**

**PUBLIC COMMENTS** for Closed Sessions – **None**

#### **CLOSED SESSION:**

- 1) **CONFERENCE WITH LABOR NEGOTIATOR** – City designated representatives: Michelle Fitzer, Human Resources Director; Employee organizations: Public Employees' Union Local No. 1, Operating Engineers Local Union No. 3, Antioch Police Officers' Association, Antioch Police Sworn Management Association, Management Group, Confidential Group, Treatment Plant Employees' Association. This Closed Session is authorized by California Government Code §54957.6. **No Action to Report Out**

**7:15P.M. ROLL CALL** for Council Members/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**

**PUBLIC COMMENTS**—*Only unagendized issues will be discussed during this time*

**CITY COUNCIL SUBCOMMITTEE REPORTS**

**MAYOR'S COMMENTS**

1. **COUNCIL CONSENT CALENDAR**

A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 13, 2012

Recommended Action: Motion to continue to December 11, 2012

**Con't to 12/11/12**

MINUTES

**COUNCIL CONSENT CALENDAR — Continued**

**B. APPROVAL OF COUNCIL WARRANTS**

Recommended Action: Motion to approve the warrants

**Approved, 5/0**

STAFF REPORT

**C. CONTRA COSTA COUNTY HAZARD MITIGATION PLAN UPDATE**

Action:

In order to receive FEMA funding in the event of a disaster, approve the resolution adopting the Contra Costa County Hazard Mitigation Plan Update including those provisions that pertain to the City of Antioch recognizing that the Plan Update is already 5 years old and direct staff to update and implement the Hazards Mitigation Plan Update through the General Plan (which already includes an Environmental Hazards Element with policies and objectives), Capital Improvements Program (CIP) and budget processes as appropriate

**Reso 2012/68, 5/0**

STAFF REPORT

**D. APPROVAL OF PROPOSAL AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH RMC WATER AND ENVIRONMENT FOR ENGINEERING DESIGN, ENVIRONMENTAL PERMITTING AND CONSTRUCTION SUPPORT SERVICES FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)**

Recommended Action: Motion to approve the proposal and authorize the City Manager to sign an agreement with RMC Water and Environment for engineering design, permitting and construction support services for the West Antioch Creek Channel Improvements project

**Approved, 5/0**

STAFF REPORT

**E. APPROVAL OF PROPOSAL AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN AN AGREEMENT WITH ECORP CONSULTING, INC., FOR PREPARING AN ENVIRONMENTAL DOCUMENT IN COMPLIANCE WITH CEQA FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS PROJECT (P.W. 201-6)**

Recommended Action: Motion to authorize the City Manager to enter into a contract with ECORP Consulting, Inc., to prepare an Initial Study/Mitigated Negative Declaration for the West Antioch Creek Channel Improvements Project

STAFF REPORT

**Approved, 5/0**

**F. REQUEST TO AUTHORIZE USE OF CITY LOGO FOR CESAR CHAVEZ DAY**

Recommended Action: Motion to authorize the City Manager to approve future requests to use the City logo for fundraising efforts for the educational award component of the annual Cesar Chavez event in Antioch

**Approved, 5/0**

STAFF REPORT

**END OF COUNCIL CONSENT CALENDAR**

**COUNCIL REGULAR AGENDA**

2. UPDATE ON NON-PROFIT ORGANIZATION WATER

*Direction given to staff, continue to 07/2013, 5/0*

Recommendation: Motion to provide direction to staff on whether to grant Antioch Historical Society and Sports Legends, Antioch Babe Ruth, and Antioch Youth Sports Complex an additional six-month extension for these organizations to pursue funding or capital improvement alternatives for water sources to wean these organizations from the current City water subsidy

STAFF REPORT

3. PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) CONTRACT AMENDMENT FOR LOCAL SAFETY AND MISCELLANEOUS MEMBERS

*Direction given to staff, continue to 12/4/12, 5/0*

Action: 1) Motion to adopt a Resolution of Intention to approve an Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch to provide Section 21363.2 (3% @ 50 Full Formula) to local Safety members, and Section 21354.5 (2.7% @ 55 Full Formula) to local Miscellaneous members hired after the effective date of the amendment to contract.  
2) Motion to introduce the ordinance by title only.  
3) Motion to introduce the ordinance authorizing an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch.

STAFF REPORT

4. **CITY OF ANTIOCH AS SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

A. APPROVAL OF SUCCESSOR AGENCY WARRANTS

*Approved, 5/0*

Recommended Action: Motion to approve the warrants

STAFF REPORT

5. **CITY OF ANTIOCH AS HOUSING SUCCESSOR TO THE ANTIOCH DEVELOPMENT AGENCY**

A. APPROVAL OF HOUSING SUCCESSOR WARRANTS

*Approved, 5/0*

Recommended Action: Motion to approve the warrants

STAFF REPORT

**PUBLIC COMMENT**

**STAFF COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**ADJOURNMENT – 8:50 p.m.**

**REPORT FROM THE CITY CLERK'S OFFICE TO THE CITY COUNCIL FOR  
CONSIDERATION AT THE COUNCIL MEETING OF NOVEMBER 27, 2012**

**PREPARED BY:** Christina Garcia, Deputy City Clerk  
Denise Skaggs, City Clerk

**REVIEWED BY:** Jim Jakel, City Manager

**DATE:** November 19, 2012

**SUBJECT:** APPROVAL OF COUNCIL MINUTES

---

The Minutes of November 13, 2012 are continued to the next meeting.

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**100 General Fund**

**Non Departmental**

342211 BIXBY LAND COMPANY	CHECK REPLACEMENT	10,504.38
342213 BURKE WILLIAMS AND SORENSEN LLP	LEGAL SERVICES	914.50
342232 GORDIANY, FRENCHIE	CBSC FEE REFUND	1.50
342238 KAISER FOUNDATION HEALTH	DEPOSIT REFUND	22,562.44
342303 DSIGN ART	CHECK REPLACEMENT	30.00
342307 FLYING DUTCHMAN	DEPOSIT REFUND	2,000.00
342344 SEAN MCCAULEY INC	DEPOSIT REFUND	856.08

**City Council**

342216 CONTRA COSTA COUNCIL	MEMBER RENEWAL FEE	675.00
-----------------------------	--------------------	--------

**City Attorney**

342333 OFFICE MAX INC	OFFICE SUPPLIES	31.99
-----------------------	-----------------	-------

**City Manager**

342207 BANK OF AMERICA	MEETING EXPENSE	122.20
------------------------	-----------------	--------

**City Treasurer**

342230 GARDA CL WEST INC	ARMORED CAR PICK UP	210.12
--------------------------	---------------------	--------

**Human Resources**

342206 BANK OF AMERICA	REGISTRATION-HASKETT	25.00
------------------------	----------------------	-------

**Economic Development**

342328 MUNICIPAL RESOURCE GROUP LLC	CONSULTANT SERVICES	10,656.00
-------------------------------------	---------------------	-----------

**Finance Accounting**

342204 AT AND T MCI	T1 PHONE LINE	478.31
---------------------	---------------	--------

**Finance Operations**

342206 BANK OF AMERICA	AIRFARE-SAUNDERS/CASTRO	325.40
342333 OFFICE MAX INC	WATER BILL FORMS	1,356.39
342353 TYLER TECHNOLOGIES	INSITE FEES	2,040.00

**Non Departmental**

202335 BPR ELECTRICAL INC	BUS LIC STICKER FEE REFUND	5.00
202336 CVC CONSTRUCTION CORP	BUS LIC APP FEE REFUND	30.00
342251 MUNISERVICES LLC	QTR2 STARS	250.00
342329 MUNISERVICES LLC	SUTA SERVICES	3,435.59
342356 WAGWORKS	125 PLAN ADMIN FEES	150.00

**Public Works General Maintenance Services**

342287 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	88.15
---------------------------	-----------------------	-------

**Public Works Street Maintenance**

342279 AMS CONSULTING LLC	SIGN DATA INVENTORY	1,750.00
342287 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	52.89
342351 SUBURBAN PROPANE	PROPANE	754.79

**Public Works-Signal/Street Lights**

342204 AT AND T MCI	PHONE	567.50
342225 DILLON ELECTRIC INC	ELECTRICAL SERVICES	1,203.20
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,890.66
342272 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	233.82
342338 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	79.44
918414 ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	653.57

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**Public Works-Striping/Signing**

342228	FASTLANE TEK INC	CONSULTING SERVICES	1,070.00
342236	INTERSTATE SALES	SUPPLIES	746.93
342247	MORGANS HOME AND GARDEN	SAND	107.06
342336	ORCHARD SUPPLY HARDWARE	SUPPLIES	8.65
342358	ZAP MANUFACTURING INC	SIGNS	697.14
918416	UNLIMITED GRAPHIC & SIGN NETWORK	NIGHT SURVEY SIGNS	185.10

**Public Works-Facilities Maintenance**

342204	AT AND T MCI	PHONE	46.35
342210	BELUS CONSTRUCTION	GUTTER CLEANING	475.00
342220	CCC TAX COLLECTOR	PROPERTY TAX	1,562.50
342254	PACIFIC GAS AND ELECTRIC CO	GAS	10,814.71
342272	WESCO RECEIVABLES CORP	FINANCE CHARGE	29.15
918408	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	2,494.82
918414	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	632.42

**Public Works-Parks Maint**

342204	AT AND T MCI	PHONE	80.30
342220	CCC TAX COLLECTOR	PROPERTY TAX	5,951.28
342254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	787.17
342320	LEATHERS AND ASSOCIATES	PLAYGROUND SUPPLIES	294.80
918414	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,412.43

**Public Works-Median/General Land**

342204	AT AND T MCI	PHONE	149.03
342227	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	113.00
342254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,696.47
342332	ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
342337	PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,060.00

**Public Works-Work Alternative**

342287	BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	17.79
--------	--------------------	-----------------------	-------

**Police Administration**

342198	AMERICAN RIVER COLLEGE	TUITION-MOREFIELD	46.00
342199	AMERICAN RIVER COLLEGE	TUITION-BLOXSOM	46.00
342212	BROOKS III, TAMMANY N	EXPENSE REIMBURSEMENT	309.28
342222	CPOA FOUNDATION	TRAINING-OUIMET	90.00
342223	CPOA FOUNDATION	TRAINING-BROOKS/CANTANDO/DEE	270.00
342224	CPOA FOUNDATION	TRAINING-SCHNITZIUS	90.00
342242	LAW OFFICES OF JONES AND MAYER	CHECK REPLACEMENT	658.00
342243	LAW OFFICES OF JONES AND MAYER	LEGAL FEES	57.00
342263	SIMPSON INVESTIGATIVE SVCS GROUP	INVESTIGATION SERVICES	5,351.77
342273	WEST COAST AV AND SECURITY INC	SECURITY SERVICES	850.00
342282	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	227.50
342289	BLOXSOM, LEROY J	PER DIEM	183.00
342296	COSTCO	MEETING EXPENSE	47.90
342298	CPOA FOUNDATION	TUITION-VANDERKLUGT	90.00
342299	CPOA FOUNDATION	TUITION-HULSEY	90.00
342300	CPOA FOUNDATION	TUITION-MOREFIELD	90.00

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

342305 EIDEN, KITTY J	MINUTES CLERK	80.00
342308 FUHRMANN, THOMAS J	EXPENSE REIMBURSEMENT	166.00
342309 FUHRMANN, THOMAS J	PER DIEM	213.00
342317 KELLEY, ROBIN M	EXPENSE REIMBURSEMENT	30.00
342319 LAMOTHE CLEANERS	DRY CLEANING	21.00
342333 OFFICE MAX INC	OFFICE SUPPLIES	1,446.87
342341 PUBLIC SAFETY TRAINING INSTITUTE	TUITION-WISECARVER	450.00
342345 SHERATON INN	LODGING-FUHRMANN	283.68
342346 SIMPSON INVESTIGATIVE SVCS GROUP	PREEMPLOYMENT INVESTIGATION	1,638.30
918409 MOBILE MINI LLC	STORAGE CONTAINERS	106.76
918413 HUNTINGTON COURT REPORTERS INC	TRANSCRIPTION SERVICES	1,527.48
<b>Police Community Policing</b>		
202281 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	82.70
202282 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	74.10
342227 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	2,394.00
342234 HUNT AND SONS INC	FUEL	61.24
342246 MOORE K9 SERVICES	K9 TRAINING	1,000.00
342258 PERS	PAYROLL DEDUCTION	89.29
342355 VALLIERE, CHRISTOPHER J	EXPENSE REIMBURSEMENT	466.03
<b>Police Investigations</b>		
202281 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	16.00
202282 CITY OF ANTIOCH	EXPENSE REIMBURSEMENT	22.50
342324 METRO PCS	PEN REGISTERS	150.00
<b>Police Special Operations Unit</b>		
342268 TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	1,542.40
<b>Police Communications</b>		
342204 AT AND T MCI	PHONE	1,182.64
342262 SEN COMMUNICATIONS INC	HEADSETS	741.71
342284 AT AND T MOBILITY	HIGH SPEED WIRELESS	435.21
<b>Office Of Emergency Management</b>		
342204 AT AND T MCI	PHONE	297.84
342231 GLOBALSTAR	EMERGENCY PHONE SERVICE	173.98
<b>Police Community Volunteers</b>		
342296 COSTCO	SUPPLIES	34.85
<b>Police Facilities Maintenance</b>		
342204 AT AND T MCI	PHONE	296.37
342205 AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR	363.30
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	15,368.50
918405 CLUB CARE INC	GYM MAINTENANCE	225.00
918408 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,411.17
<b>Community Development Neighborhood Improvement</b>		
202043 CONTRA COSTA COUNTY	LIEN RELEASE	12.00
342352 TURNAGE II, KEN	ABATEMENT SERVICES	4,418.44
<b>PW Engineer Land Development</b>		
342204 AT AND T MCI	PHONE	30.47

Prepared by: Georgina Meek  
 Finance Accounting



CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**Community Development Building Inspection**

342208	BANK OF AMERICA	CALBO REGISTRATION	1,050.00
342232	GORDIANY, FRENCHIE	TECHNOLOGY FEE REFUND	62.83
342330	MUNN, LAWRENCE E	SAFETY SHOES REIMBURSEMENT	190.00

**212 CDBG Fund**

**CDBG**

342281	ANTIOCH CHAMBER OF COMMERCE	CDBG SERVICES	7,620.71
342318	KENNEDY, JANET	CONSULTANT SERVICES	739.50
342335	OMBUDSMAN SERVICES OF CCC	CDBG SERVICES	1,250.00

**CDBG NSP**

342318	KENNEDY, JANET	CONSULTANT SERVICES	2,367.00
--------	----------------	---------------------	----------

**213 Gas Tax Fund**

**Streets**

342254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	21,967.14
342338	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	60.86
342339	PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	5,254.30

**214 Animal Control Fund**

**Animal Control**

342214	CAMPBELL PET COMPANY	DOG LEASHES	110.89
342215	CHARLES A STRICKLAND DVM	VETERINARY SERVICES	525.00
342237	JOHNSON, GABRIELLE M	EXPENSE REIMBURSEMENT	53.69
342252	NATIONAL ANIMAL CONTROL ASSOC	MEMBER DUES	125.00
342254	PACIFIC GAS AND ELECTRIC CO	GAS	808.87
918408	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	435.75

**218 Senior Bus Fund**

**Senior Bus**

342227	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	142.00
--------	-----------------------------	---------------------	--------

**219 Recreation Fund**

**Non Departmental**

342293	CONNECT ED	DEPOSIT REFUND	500.00
342310	GARY, MELZETTA	DEPOSIT REFUND	500.00
342315	JOHNSON, HAWA	DEPOSIT REFUND	1,000.00
342340	PITAK, AMY	DEPOSIT REFUND	500.00
918414	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,657.43

**Recreation Admin**

342203	AT AND T MCI	PHONE	63.23
342227	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	1,284.00
342254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,763.07

**Senior Programs**

342204	AT AND T MCI	PHONE	95.23
342254	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,175.38
342291	COLE SUPPLY CO INC	SUPPLIES	26.38

**Recreation Classes/Prog**

202185	BUSTAMONTE, MONICA	CLASS REFUND	54.00
202186	CASTLEMAN, JUSTINE	CLASS REFUND	60.00
202188	TRiest, DEBORAH	CLASS REFUND	49.30

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

202189 RONEY, MARY	CLASS REFUND	49.30
202190 SANTOS, GERALD	CLASS REFUND	54.00
342227 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	6,224.00
342290 CARIASO, ANGELICA	CONTRACTOR PAYMENT	264.00
342304 EDUCATION TO GO	CONTRACTOR PAYMENT	124.50
342333 OFFICE MAX INC	OFFICE SUPPLIES	244.61
342348 STARGAZERS/TRACI MARTIN	CONTRACTOR PAYMENT	950.00
<b>Recreation Camps</b>		
342288 BIG SKY LOGOS AND EMBROIDERY	SHIRTS	782.77
<b>Recreation Sports Programs</b>		
202187 DRISCOLL, ANNE	CLASS REFUND	87.00
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,982.95
342292 CONCORD SOFTBALL UMPIRES	UMPIRE FEES	2,340.00
<b>Recreation Concessions</b>		
342297 COSTCO	SUPPLIES	288.02
342325 MOUNTAIN MIKE'S PIZZA	CONCESSION SUPPLIES	227.14
<b>Recreation-New Comm Cntr</b>		
342208 BANK OF AMERICA	SUPPLIES	56.98
<b>220 Traffic Signalization Fund</b>		
<b>Traffic Signals</b>		
342239 KIMLEY HORN AND ASSOCIATES INC	PROFESSIONAL SERVICES	988.80
<b>222 Measure C Fund</b>		
<b>Streets</b>		
342229 FEDERAL ADVOCATES INC	ADVOCACY SERVICES	5,000.00
<b>226 Solid Waste Reduction Fund</b>		
<b>Solid Waste Used Oil</b>		
342197 ALLIED WASTE SERVICES	OIL COLLECTION REIMBURSEMENT	1,554.53
<b>Solid Waste</b>		
342208 BANK OF AMERICA	ADVERTISING	54.99
<b>229 Pollution Elimination Fund</b>		
<b>Channel Maintenance Operation</b>		
342227 EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT CLAIMS	1,380.00
342245 MJH EXCAVATING INC	EMERGENCY CHANNEL SERVICE	8,230.00
342287 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	17.63
342301 DEPT OF FISH AND GAME	ANNUAL FEES	1,800.00
<b>251 Lone Tree SLLMD Fund</b>		
<b>Lonetree Maintenance Zone 1</b>		
342204 AT AND T MCI	PHONE	63.52
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	820.14
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	2,892.00
342337 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	2,420.00
<b>Lonetree Maintenance Zone 2</b>		
342204 AT AND T MCI	PHONE	123.04
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	718.46
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	4,800.00
342337 PACIFIC COAST LANDSCAPE MGMT INC	LANDSCAPE SERVICES	4,285.00

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**Lonetree Maintenance Zone 3**

342204 AT AND T MCI	PHONE	47.02
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,155.85

**Lonetree Maintenance Zone 4**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	291.05
------------------------------------	----------	--------

**252 Downtown SLLMD Fund**

**Downtown Maintenance**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	379.72
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00

**253 Almondridge SLLMD Fund**

**Almondridge Maintenance**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	208.75
------------------------------------	----------	--------

**254 Hillcrest SLLMD Fund**

**Hillcrest Maintenance Zone 1**

342204 AT AND T MCI	PHONE	31.76
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	879.43
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80

**Hillcrest Maintenance Zone 2**

342204 AT AND T MCI	PHONE	125.49
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	733.06
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	960.00

**Hillcrest Maintenance Zone 4**

342204 AT AND T MCI	PHONE	92.75
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	618.57
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
342350 STEWARTS TREE SERVICE	TREE SERVICE	385.00

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

342204 AT AND T MCI	PHONE	16.09
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	178.54
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	460.80

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	76.21
------------------------------------	----------	-------

**Citywide 2A Maintenance Zone 4**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	346.20
------------------------------------	----------	--------

**Citywide 2A Maintenance Zone 5**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	462.81
------------------------------------	----------	--------

**Citywide 2A Maintenance Zone 6**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	219.97
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	384.00
342350 STEWARTS TREE SERVICE	TREE SERVICE	1,050.00

**Citywide 2A Maintenance Zone 8**

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	296.10
------------------------------------	----------	--------

**Citywide 2A Maintenance Zone 9**

342204 AT AND T MCI	PHONE	63.52
---------------------	-------	-------

Prepared by: Georgina Meek  
 Finance Accounting

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	475.59
342332 ODYSSEY LANDSCAPE CO INC	LANDSCAPE SERVICES	307.20
<b>Citywide 2A Maintenance Zone10</b>		
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	112.13
<b>257 SLLMD Administration Fund</b>		
<b>SLLMD Administration</b>		
342287 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	52.89
<b>259 East Lone Tree SLLMD Fund</b>		
<b>Zone 1-District 10</b>		
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	119.20
<b>311 Capital Improvement Fund</b>		
<b>Energy Efficiency</b>		
342235 ICLEI USA MEMBERSHIP	MEMBER DUES	1,750.00
<b>Public Buildings &amp; Facilities</b>		
342256 PARSONS BRINCKERHOFF INC	PROFESSIONAL SERVICES	72,372.65
342322 LSA ASSOCIATES INC	PROFESSIONAL SERVICES	4,248.58
918415 TESTING ENGINEERS INC	TESTING SERVICES	980.00
<b>312 Prewett Family Park Fund</b>		
<b>Parks &amp; Open Space</b>		
342200 AMS DOT NET INC	PROFESSIONAL SERVICES	5,750.00
342208 BANK OF AMERICA	SUPPLIES	4,431.91
<b>415 APFA 02 Lease Revenue Ref Fund</b>		
<b>Non Departmental</b>		
342209 BANK OF NEW YORK MELLON	FISCAL AGENT FEE	687.53
<b>Non Departmental</b>		
342209 BANK OF NEW YORK MELLON	FISCAL AGENT FEE	2,577.47
<b>570 Equipment Maintenance Fund</b>		
<b>Non Departmental</b>		
342313 HUNT AND SONS INC	FUEL	16,546.53
<b>Equipment Maintenance</b>		
342217 CONTRA COSTA COUNTY	RADIO PROGRAMMING	191.93
342233 HOME DEPOT, THE	BATTERIES	6.49
342249 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	223.05
342254 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	520.73
342259 PURSUIT NORTH	VEHICLE EQUIPMENT INSTALLATION	1,604.21
342261 SCOTTOS AUTO BODY INC	AUTO BODY SHOP SERVICES	6,823.80
342277 ALL STAR AUTO ELECTRIC	STARTER REBUILD	346.40
342327 MUNICIPAL POOLING AUTHORITY	SUPPLEMENTAL INSURANCE	226.32
342343 ROYAL BRASS INC	HOSE ASSEMBLY	113.47
342357 WALNUT CREEK FORD	SEAT PADS & COVERS	1,302.29
918416 UNLIMITED GRAPHIC & SIGN NETWORK	DECALS	38.97
<b>573 Information Services Fund</b>		
<b>Non Departmental</b>		
342206 BANK OF AMERICA	EE COMPUTER PURCHASE	852.34
<b>Information Services</b>		
342204 AT AND T MCI	PHONE	58.48

Prepared by: Georgina Meek  
 Finance Accounting

11/19/2012

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**Network Support & PCs**

342204 AT AND T MCI	PHONE	92.89
342283 AT AND T MCI	PHONE	704.14

**Telephone System**

202251 AMERICAN MESSAGING	PAGER	12.01
342202 AT AND T MCI	PHONE	25.39
342203 AT AND T MCI	PHONE	168.77
342204 AT AND T MCI	PHONE	2,223.38

**580 Loss Control Fund**

**Human Resources**

342250 MUNICIPAL POOLING AUTHORITY	12/13 WORK COMP	329,205.00
------------------------------------	-----------------	------------

**611 Water Fund**

**Non Departmental**

342221 CONTRA COSTA FIRE EQUIPMENT	FIRE EXTINGUISHER SERVICE	1,258.00
342240 KOMISSARCHIK, YEVGENY	CHECK REPLACEMENT	77.32
342260 SANCHEZ, MARIA C MONTANO	CHECK REPLACEMENT	52.85
342272 WESCO RECEIVABLES CORP	ELECTRICAL SUPPLIES	160.56
342274 WILCO SUPPLY	SUPPLIES	670.25
342334 OFOMA, ROSEMARY	CHECK REPLACEMENT	63.66
342347 STANLEY SECURITY SOLUTIONS INC	SUPPLIES	1,715.59
918406 CRYSTAL CLEAR LOGOS INC	SUPPLIES	2,016.61
918407 HAMMONS SUPPLY COMPANY	SUPPLIES	2,046.83

**Water Production**

202341 RADIO SHACK	BATTERIES	57.34
342201 AT AND T MCI	PHONE	31.61
342203 AT AND T MCI	PHONE	94.83
342204 AT AND T MCI	PHONE	819.85
342241 LAW OFFICE OF MATTHEW EMRICK	WATER RIGHTS LEGAL FEES	3,691.50
342254 PACIFIC GAS AND ELECTRIC CO	GAS	132,188.23
342280 ANIMAL DAMAGE MANAGEMENT	PEST CONTROL SERVICES	125.00
342294 CONTRA COSTA WATER DISTRICT	RAW WATER	899,538.14
342306 FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	508.75
342316 KARL NEEDHAM ENTERPRISES INC	RENTAL EQUIPMENT	27,029.52
342354 UNIVAR USA INC	CAUSTIC	6,243.05
918408 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	658.60

**Water Distribution**

342204 AT AND T MCI	PHONE	15.88
342244 M AND L OVERHEAD DOORS	REPAIR SERVICE	478.60
342270 TT TECHNOLOGIES INC	BORING TOOL	212.28
342287 BERNAL JR, ROWLAND	EXPENSE REIMBURSEMENT	246.82
342302 DEPT OF PUBLIC HEALTH	CERTIFICATION-CONNELLY	120.00
342323 MCCAMPBELL ANALYTICAL INC	SAMPLE TESTING	146.70
342342 QUESADA CHIROPRACTIC	DMV PHYSICAL	75.00

**Water Meter Reading**

342353 TYLER TECHNOLOGIES	LANGUAGE CHANGE FEE	750.00
---------------------------	---------------------	--------

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**Public Buildings & Facilities**

918411 NICHOLS CONSULTING ENGINEERS      PROFESSIONAL SERVICES      1,416.25

**Warehouse & Central Stores**

342220 CCC TAX COLLECTOR      PROPERTY TAX      312.50

342276 ACE HARDWARE, ANTIOCH      SUPPLIES      48.15

342333 OFFICE MAX INC      OFFICE SUPPLIES      6.28

**621 Sewer Fund**

**Sewer-Wastewater Collection**

342204 AT AND T MCI      PHONE      32.25

342244 M AND L OVERHEAD DOORS      REPAIR SERVICE      478.59

342248 MT DIABLO LANDSCAPE CENTERS INC      CONCRETE MIX      101.09

342287 BERNAL JR, ROWLAND      CELL PHONE EQUIPMENT      52.89

342342 QUESADA CHIROPRACTIC      DMV PHYSICAL      75.00

342349 WATER RESOURCES CONTROL BOARD      CWIQS ONLINE ANNUAL FEE      8,154.00

918407 HAMMONS SUPPLY COMPANY      SUPPLIES      249.41

**Wastewater Collection**

918411 NICHOLS CONSULTING ENGINEERS      PROFESSIONAL SERVICES      1,416.25

**631 Marina Fund**

**Marina Administration**

342204 AT AND T MCI      PHONE      64.64

342254 PACIFIC GAS AND ELECTRIC CO      GAS      3,124.61

342286 BAY AREA NEWS GROUP      LEGAL AD      58.18

**Marina Maintenance**

342227 EMPLOYMENT DEVELOPMENT DEPT      UNEMPLOYMENT CLAIMS      392.00

342274 WILCO SUPPLY      SUPPLIES      375.41

918408 LEES BUILDING MAINTENANCE      JANITORIAL SERVICES      1,355.14

**641 Prewett Water Park Fund**

**Non Departmental**

342226 ELLIOTT, ANTRANETTDA      DEPOSIT REFUND      318.98

342321 LEWIS, BRYTTNEY      DEPOSIT REFUND      500.00

**Rec - Prewett Admin**

342204 AT AND T MCI      PHONE      46.20

**Recreation Aquatics**

202265 BUSTOS, CAMILLE      CLASS REFUND      59.00

342326 MUIR, ROXANNE      AQUATIC INSTRUCTOR      105.00

**Recreation Water Park**

202264 AUDIO DYNAMIX      SUPPLIES      40.90

342254 PACIFIC GAS AND ELECTRIC CO      ELECTRIC      11,255.24

342278 AMERICAN PLUMBING INC      PLUMBING SERVICES      356.09

342291 COLE SUPPLY CO INC      SUPPLIES      20.62

342297 COSTCO      SUPPLIES      48.56

342312 HILLYARD INDUSTRIES      SUPPLIES      126.18

342314 JEFF ELLIS AND ASSOCIATES INC      SAFETY AUDIT      1,000.00

342331 NEW PIG CORPORATION      SUPPLIES      91.64

918414 ICR ELECTRICAL CONTRACTORS      ELECTRICAL SERVICES      211.14

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 NOVEMBER 8-19, 2012  
 FUND/CHECK#

**Recreation Community Center**

342278 AMERICAN PLUMBING INC PLUMBING SERVICES 236.21

**Rec Prewett Concessions**

202266 KAMPS PROPANE CYLINDER RENTAL 12.99

342204 AT AND T MCI PHONE 46.04

**721 Employee Benefits Fund**

**Non Departmental**

342218 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 50.00

342219 CONTRA COSTA COUNTY PAYROLL DEDUCTIONS 400.00

342253 OPERATING ENGINEERS LOCAL NO 3 PAYROLL DEDUCTIONS 837.82

342255 PARS PAYROLL DEDUCTIONS 2,037.22

342257 PERS LONG TERM CARE PAYROLL DEDUCTIONS 97.27

342258 PERS PAYROLL DEDUCTIONS 276,011.79

342264 STATE OF CALIFORNIA PAYROLL DEDUCTIONS 214.00

342265 STATE OF CALIFORNIA PAYROLL DEDUCTIONS 275.55

342266 STATE OF FLORIDA DISBURSE UNIT PAYROLL DEDUCTIONS 150.00

342267 TEXAS CHILD SUPPORT DISBURSE UNIT PAYROLL DEDUCTIONS 422.77

342269 RECIPIENT PAYROLL DEDUCTIONS 69.24

342271 US DEPT OF EDUCATION PAYROLL DEDUCTIONS 332.89

918410 NATIONWIDE RETIREMENT SOLUTIONS PAYROLL DEDUCTIONS 20,255.46

918412 VANTAGEPOINT TRANSFER AGENTS PAYROLL DEDUCTIONS 2,187.48

**STAFF REPORT TO THE CITY COUNCIL OF THE CITY OF ANTIOCH  
FOR THE MEETING OF NOVEMBER 27, 2012**

**From:** Allan Cantando, Chief of Police *AC*  
**Prepared By:** John VanderKlugt, Police Lieutenant *JV #12343*  
**Date:** November 19, 2012  
**Subject:** **Contra Costa County Hazard Mitigation Plan Update**

**RECOMMENDATION**

In order to receive FEMA funding in the event of a disaster, approve the attached resolution (Attachment A) adopting the Contra Costa County Hazard Mitigation Plan Update including those provisions that pertain to the City of Antioch (Attachment C sometimes referred to as the Antioch Annex) recognizing that the Plan Update is already 5 years old and direct staff to update and implement the Hazard Mitigation Plan Update through the General Plan (which already includes an Environmental Hazard Element with policies and objectives), Capital Improvements Program (CIP) and budget processes as appropriate.

**SUMMARY**

Contra Costa County coordinated an update of the Hazard Mitigation Plan (“HMP”) for local agencies within the County to allow those agencies to be eligible for FEMA funding in the event of a disaster once the local agency adopted the HMP applicable for its jurisdiction. Attachment B to this staff report is the Executive Summary for the HMP. The entire HMP is two volumes and totals 869 pages:

Volume 1. Planning – Area Wide Elements (of which Attachment B is a part)

<http://www.co.contra-costa.ca.us/DocumentView.aspx?DID=6024>

Volume 2. Planning Partner Annexes (of which Attachment C is a part)

<http://www.co.contra-costa.ca.us/DocumentView.aspx?DID=6025>

The HMP provisions specific to Antioch (Attachment C) identify various hazards to be addressed (e.g. strengthen water and sewer pipelines; update the City’s Emergency Operations Plan) with the goal of minimizing impacts from disasters that could affect Antioch. The City of Antioch has yet to adopt the HMP, some portions of which have become outdated. For example, redevelopment funding identified to implement many of the projects no longer exists and the City is pursuing the transfer of the Hard House to a nonprofit group that intends to undertake the needed upgrades.



However, the City of Antioch's General Plan already has a chapter/element devoted to the identification, evaluation and mitigation of natural and manmade hazards that pose health and safety threats to life and property in Antioch (Chapter 11). The City's General Plan can be found at: [http://www.ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Antioch\\_Adopted\\_General\\_Plan.pdf](http://www.ci.antioch.ca.us/CityGov/CommDev/PlanningDivision/docs/Antioch_Adopted_General_Plan.pdf). In particular, Policies and Objectives 11.3 (Seismicity), 11.4 (Flood Protection), 11.5 (Fire), 11.7 (Hazardous Materials) and 11.8 (Disaster Response) address the mitigation of hazards. The HMP is in effect a further implementation of many already existing policies and objectives of the General Plan.

To ensure the City's ability to obtain FEMA funding should a disaster strike, staff's recommendation is to approve the HMP (Attachment A) and direct staff to update it and implement it through the General Plan (which already includes an Environmental Hazards Element with policies and objectives), Capital Improvements Program (CIP) and budget processes as appropriate.

## **BACKGROUND**

### **Federal and State Laws Regarding Disasters and Hazards Mitigation Plans**

The Federal Disaster Act of 2000 requires local governments to adopt a comprehensive Hazard Mitigation Plan (HMP) to receive full federal funding after a disaster. By law, a Hazard Mitigation Plan must describe the type, location, and extent of all natural hazards that can affect a jurisdiction; describe the jurisdiction's vulnerability to these hazards; include a mitigation strategy that provides the jurisdiction's blueprint for reducing the potential losses; and contain a plan maintenance process. The Disaster Mitigation Act of 2000 strongly encourages state and local authorities to work together on pre-disaster planning, and it promotes "sustainable hazard mitigation", which includes sound management of natural resources, local economic and social resiliency, and the recognition that hazards and mitigation must be understood in the largest possible social and economic context. The Disaster Mitigation Act of 2000 called for an enhanced planning network to help local governments accurately assess mitigation needs to enable a faster allocation of funding for disaster assistance and cost effective risk reduction projects.

State Assembly Bill (AB) 2140, which became effective on January 1, 2007, places limits on the amount of additional state funding to local jurisdictions for certain disaster recovery projects funded by the California Disaster Assistance Act (CDAA). Under AB 2140, unless the local jurisdiction has an approved Hazard Mitigation Plan and has incorporated that Hazard Mitigation Plan into the jurisdiction's General Plan Safety Element, it might not be eligible to obtain additional funding from the state for certain disaster recovery projects. Although compliance with AB 2140 is optional, noncompliance limits the ability of the City to obtain additional disaster assistance recovery funding from the state. Specifically, California Government Code Section 8685.9 states:

*“... the state share shall not exceed 75 percent of the total state eligible costs unless the local agency is located within a city, county, or the city and county that has adopted a local hazard mitigation plan in accordance with the Federal Disaster Act of 2000 as part of the safety element of its general plan”.*

### **Hazard Mitigation Plan (HMP) Update**

Contra Costa County has an adopted local hazard mitigation plan that was the result of participating in the Association of Bay Area Governments (ABAG) nine-county regional multi-jurisdictional hazard mitigation planning process initiated in 2005. The County’s local hazard mitigation plan, which is an annex to the ABAG regional hazard mitigation plan, was adopted on April 17, 2007 by the County Board of Supervisors under Board Resolution No.2007/13.

The Federal Disaster Mitigation Act of 2000 establishes requirements for local agencies to maintain current local hazard mitigation plans by updating them every five years. Seeing the five (5) year update as an opportunity to revise and create a hazard mitigation plan that is more focused on Contra Costa County, rather than the nine-county region, County staff from the Flood Control Division, Department of Public Works and Office of Emergency Services secured a FEMA planning grant to prepare a comprehensive and integrated multi-jurisdictional hazard mitigation plan focused solely on Contra Costa County.

Once the FEMA planning grant was awarded in the fall of 2007, key staff from the Department of Public Works and Office of Emergency Services assembled a planning partnership of 36 Contra Costa agencies. The City of Antioch as well as the Antioch School District participated in that effort. However, the key City participants are no longer with the City, which created a delay in its approval and implementation. The partnership collaborated in the development of the Hazards Mitigation Plan Update, which is a two volume document that provides a comprehensive blueprint for hazard risk reduction in Contra Costa County. The statistical data referenced in the report are 2009/2010 figures. The updated Hazard Mitigation Plan (HMP) differs from the ABAG hazard mitigation plan, as follows:

- The updated HMP has been totally re-structured as a countywide regional plan, focusing only on Contra Costa County.
- The updated HMP was expanded to include special purpose districts as planning partners (including the Antioch Unified School District).
- The risk assessment has been formatted to better support future grant applications by providing risk and vulnerability information that will directly support the measurement of “cost-effectiveness” required under FEMA mitigation grant programs.
- Newly available data and tools provide for a more detailed and accurate risk

assessment. The ABAG regional hazard mitigation plan did not use tools such as FEMA's Hazards U.S. Multi-Hazard (HAZUS-MH) computer model or new data such as FEMA's countywide Digital Flood Insurance Rate Maps (DFIRMs).

- The updated HMP meets program requirements of the Community Rating System (CRS), providing the additional benefit of reducing flood insurance premiums in participating jurisdictions.
- The updated HMP created an opportunity for all municipal planning partners to meet the requirements of A.B. 2140, which requires integration of the HMP into the General Plan Safety Element in order to be eligible for state disaster assistance funding.
- The updated HMP gave the County and its planning partners an opportunity to engage local citizens and gauge their perception of risk and support for risk reduction through mitigation.

An Initial Study/Negative Declaration was prepared for the HMP Update pursuant to the California Environmental Quality Act (CEQA) Guidelines. The Initial Study/Negative Declaration describes the proposed project; identifies, analyzes, and evaluates the potential impacts that may result from the HMP update; and determined that no significant environmental effects would result from the adoption of the HMP Update. The Initial Study/Negative Declaration was circulated for a 30-day comment period, but no comments were received. The City relies on this determination and further notes that additional CEQA review will be undertaken if necessary for the implementation of any specific project undertaken pursuant to the HMP Update.

### **Implementation of the Hazards Mitigation Plan Update**

In order to make the Hazards Mitigation Plan Update a useful document, there needs to be a process to further refine the priorities in Table 9-7 of Attachment A, the "Hazards Mitigation Action Plan Matrix" particularly with the significant limitations on funding that have occurred in the past five years. Staff's initial sense is that the best way to do this would be to incorporate the Matrix projects into the annual CIP and budget process. In addition, in order to ensure compliance with the requirements of State Assembly Bill 2140, staff will review whether the Environmental Hazards Element of the City's General Plan, which already includes Policies and Objectives related to Seismicity, Flood Protection, Fire, Hazardous Materials and Disaster Response, require further refinements to reflect the implementation of the HMP.

### **FISCAL IMPACT**

Failure to adopt the updated Hazard Mitigation Plan may preclude the City from obtaining FEMA Disaster Mitigation funds or Disaster Recovery funds in the future. There will be costs associated with the implementation of the Hazard Mitigation Plan Update, which need to be addressed and prioritized. Staff's initial belief is that the annual budget and CIP process is the appropriate mechanism for refining the cost and implementation steps needed.

### **ATTACHMENTS**

- Attachment A - Proposed Resolution adopting the Hazards Mitigation Plan Update
- Attachment B - Contra Costa County HMP Executive Summary
- Attachment C - City of Antioch Annex

**RESOLUTION NO. 2012-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE ADOPTION OF THE CONTRA COSTA COUNTY HAZARD  
MITIGATION PLAN UPDATE, INCLUDING THE CITY OF ANTIOCH ANNEX**

**WHEREAS**, all of Contra Costa County is subject to various natural and manmade hazards that increase risks to life and property, including earthquake-related hazards such as ground shaking, liquefaction, land sliding, fault surface rupture and tsunamis and weather-related hazards including wildfires, floods and landslides; and

**WHEREAS**, the City of Antioch is committed to increasing the disaster resistance of the infrastructure, health, housing, economy, government services, education, environment and land use systems in the City of Antioch, as well as Contra Costa County as a whole; and

**WHEREAS**, the City of Antioch's General Plan already has a chapter/element devoted to the identification, evaluation and mitigation of natural and manmade hazards that pose health and safety threats to life and property in Antioch (Chapter 11), in particular Policies and Objectives 11.3. (Seismicity), 11.4 (Flood Protection), 11.5 (Fire), 11.7 (Hazardous Materials) and 11.8 (Disaster Response); and

**WHEREAS**, the City of Antioch recognizes that disasters do not recognize city, county, or special district boundaries; and

**WHEREAS**, the Federal Disaster Mitigation Act of 2000 (Act) requires all cities, counties and special districts to adopt a Local Hazard Mitigation Plan to receive disaster mitigation funding from FEMA; and

**WHEREAS**, the Contra Costa County Hazard Mitigation Plan Update created in collaboration with participating jurisdictions, a multi-jurisdictional Local Hazard Mitigation Plan Update for Contra Costa County which was adopted by the Contra Costa County Board of Supervisors on April 7, 2007 pursuant to Resolution No. 2007/13 and includes an Annex specific to the City of Antioch; and

**WHEREAS**, an Initial Study/Negative Declaration was prepared for the HMP Update pursuant to the California Environmental Quality Act (CEQA) Guidelines, which described the proposed project; identified, analyzed, and evaluated the potential impacts that may result from the HMP update; and determined that no significant environmental effects would result from the adoption of the HMP Update with the City relying on this determination in adopting the HMP Update as to Antioch with the understanding that additional CEQA review will be undertaken if

necessary for the implementation of any specific project undertaken pursuant to the HMP Update;

**WHEREAS**, the Hazard Mitigation Plan Update is consistent with the City's General Plan and implements the already-existing policies and objectives in Chapter 11, "Environmental Hazards;"

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH DOES RESOLVE AS FOLLOWS:**

**Section 1.** Adopts and adapts with its local annex, the multi-jurisdictional plan as its Local Hazard Mitigation Plan.

**Section 2.** To continue to commit to taking those actions and initiating further actions, as appropriate, as identified in the City of Antioch Annex of the Contra Costa County Hazard Mitigation Plan Update and specifically directing staff to update and implement the Hazard Mitigation Plan Update through the General Plan (which already includes an Environmental Hazards Element with policies and objectives), Capital Improvements Program (CIP) and budget processes as appropriate.

**Section 3.** This resolution shall become effective immediately upon its passage and adoption.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2012, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

---

**CITY CLERK OF THE CITY OF ANTIOCH**

*Contra Costa County Hazard Mitigation Plan Update*  
*Volume 1: Planning-Area-Wide Elements*

---

**EXECUTIVE SUMMARY**

## EXECUTIVE SUMMARY

Contra Costa County and a partnership of local governments within the county have developed a hazard mitigation plan to reduce future losses resulting from disasters. Hazard mitigation is the use of long- and short-term strategies to reduce the loss of life, personal injury, and property damage that can result from a disaster. It involves planning efforts, policy changes, programs, capital projects, and other activities that can mitigate the impacts of hazards.

The federal Disaster Mitigation Act (DMA) requires proactive pre-disaster planning as a condition of receiving certain financial assistance under the Robert T. Stafford Act. The DMA encourages state and local authorities to work together on pre-disaster planning, and it promotes “sustainable hazard mitigation,” which includes the sound management of natural resources, local economic and social resiliency, and the recognition that hazards and mitigation must be understood in the largest possible social and economic context. The enhanced planning network called for by the DMA helps local governments accurately assess mitigation needs, resulting in faster allocation of funding and more cost-effective risk reduction projects.

The responsibility for hazard mitigation lies with private property owners; business and industry; and local, state and federal government. It is impossible to predict exactly when and where disasters will occur or the extent to which they will impact an area; but with careful planning and collaboration among public agencies, stakeholders and citizens, it is possible to minimize losses that disasters can cause.

### PLAN UPDATE

Federal regulations require hazard mitigation plans to include a plan for monitoring, evaluating, and updating the hazard mitigation plan. An update provides an opportunity to reevaluate recommendations, monitor the impacts of actions that have been accomplished, and determine if there is a need to change the focus of mitigation strategies. DMA compliance is contingent on meeting the plan update requirement. A jurisdiction covered by a plan that has expired is not able to pursue funding under the Robert T. Stafford Act for which a current hazard mitigation plan is a prerequisite.

### Initial Response to the DMA in Contra Costa County

In 2004, The Association of Bay Area Governments (ABAG) led a regional effort to address hazard mitigation planning for jurisdictions within its planning area. This regional template was utilized by numerous counties and cities within the ABAG planning area to achieve initial compliance under the DMA. The ABAG process equipped local governments with tools to complete individual planning processes that met their needs, while pooling resources and eliminating redundant planning efforts. Seventeen local governments in Contra Costa County used the ABAG tools to achieve DMA compliance.

### The Contra Costa County Planning Effort

Recognizing limitations in the ABAG planning effort, Contra Costa County Department of Public Works and the County Office of Emergency Services (OES) have teamed together to prepare an updated county-wide hazard mitigation plan that would better suit the needs and capabilities of the County and its planning partners. The Department of Public Works pursued grant funding under the Federal Emergency Management Agency's (FEMA's) Pre-Disaster Mitigation Grant program, and OES took the lead on assembling a planning partnership. The grant was awarded in the fall of 2007. The ensuing planning process developed a new plan for the County and its planning partners from scratch, using lessons learned



from the prior planning effort. While this plan is an update for many of the planning partners, it is the initial plan for others. The updated plan differs from the initial plan for a variety of reasons:

- The plan has been totally re-structured as a countywide regional plan, focusing only on Contra Costa County. The risk assessment is not a subset of a larger regional effort. It is isolated to Contra Costa County and focuses on hazards of concern for the county.
- The plan was expanded to include special purpose districts as planning partners.
- The risk assessment has been formatted to better support future grant applications by providing risk and vulnerability information that will directly support the measurement of “cost-effectiveness” required under FEMA mitigation grant programs.
- Newly available data and tools provide for a more detailed and accurate risk assessment. The initial plan did not use tools such as FEMA’s Hazards U.S. Multi-Hazard (HAZUS-MH) computer model or new data such as FEMA’s countywide Digital Flood Insurance Rate Maps (DFIRMs).
- The plan will meet program requirements of the Community Rating System (CRS), providing the additional benefit of reducing flood insurance premiums in participating jurisdictions.
- This planning process will create the opportunity for all municipal planning partners to meet the requirements of California Assembly Bill 2140, which requires integration of hazard mitigation plans into general plans.
- The update gave the County and its planning partners an opportunity to engage local citizens and gauge their perception of risk and support for risk reduction through mitigation.

## **PLAN UPDATE METHODOLOGY**

A partnership of local governments in Contra Costa County collaborated on the development of this hazard mitigation plan update. This partnership followed a five-phase planning process over 24 months that resulted in a document that will provide a blueprint for hazard risk reduction in Contra Costa County for the next five years.

### **Phase 1—Organize and Review**

A planning team was assembled to provide technical support for the plan update, consisting of key County staff from the Department of Public Works and OES, as well as a technical consultant. The first step in developing the plan update was to organize the planning partnership. The County and 10 municipal governments committed to this update process. With special-purpose districts included, plan coverage was expanded to include 36 planning partners as shown in Tables ES-1 and ES-2. All 36 planning partners committed to the process by providing letters of intent to participate and agreeing to planning partner expectations.

Antioch	Brentwood	Danville	El Cerrito
Martinez	Pinole	Pleasant Hill	Richmond
San Ramon	Walnut Creek	Contra Costa County	

**TABLE ES-2.  
SPECIAL-PURPOSE DISTRICT PARTNERS**

• Antioch Unified School District	• Kensington Fire Protection District
• Bethel Island Municipal Improvement District	• Kensington Police Protection and Community Services District
• Brentwood Union School District	• Knightsen Community Services District
• Canyon Elementary School District	• Liberty Union High School District
• Central Contra Costa Sanitary District	• Mt. Diablo Unified School District
• Contra Costa County Fire Protection District	• Pleasant Hill Recreation and Park District
• Contra Costa County Flood Control and Water Conservation District	• Reclamation District 800 (Byron Tract)
• Contra Costa Community College District	• Reclamation District 830 (Jersey Island)
• Contra Costa County Office of Education	• Rodeo-Hercules Fire Protection District
• Delta Diablo Sanitation District	• San Ramon Valley Fire Protection District
• Diablo Water District	• Walnut Creek School District
• East Contra Costa Fire Protection District	• West Contra Costa Unified School District
• Ironhouse Sanitary District	

A 14-member steering committee was assembled to oversee the development of the plan, consisting of planning partner staff, citizens, and other stakeholders in the planning area. A key function of the Steering Committee was to confirm a guiding principal, goals and objectives for this updated plan. Full coordination with other county, state and federal agencies involved in hazard mitigation occurred from the onset of the plan update process.

A multi-media public involvement strategy centered on a hazard preparedness questionnaire was also implemented under this phase, as well as a comprehensive review of the previous plan and the State of California Hazard Mitigation Plan. Additionally, a comprehensive review was performed of existing programs that may support or enhance hazard mitigation actions.

**Phase 2—Update the Risk Assessment**

Risk assessment is the process of measuring the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. This process assesses the vulnerability of people, buildings and infrastructure to natural hazards. It focuses on the following parameters:

- Hazard identification and profiling
- The impact of hazards on physical, social and economic assets
- Vulnerability identification
- Estimates of the cost of potential damage or costs that can be avoided through mitigation.

The risk assessment for this hazard mitigation plan meets requirements outlined in Chapter 44 of the Code of Federal Regulations (44CFR). Phase 2 occurred simultaneously with Phase 1, with the two efforts using information generated by one another to create the best possible risk assessment. This was the most comprehensive phase of the plan update process. All facets of the risk assessment of the plan were visited by the planning team and updated with the best available data and technology.

### **Phase 3—Engage the Public**

A public involvement strategy was developed by the Steering Committee that maximized the capabilities of the planning partnership. This strategy was implemented by the planning team and included four public meetings early in the plan update process, two public meetings to review the draft plan, distribution of a hazard mitigation survey, a County-sponsored website dedicated to the plan update, and multiple media releases throughout the process.

### **Phase 4—Assemble the Updated Plan**

The planning team and Steering Committee assembled key information from Phases 1, 2 and 3 into a document to meet the DMA requirements for all planning partners. Under 44CFR, a local hazard mitigation plan must include the following:

- A description of the planning process
- Risk assessment
- Mitigation strategy
  - Goals
  - Review of alternatives
  - Prioritized “action plan”
- Plan maintenance section
- Documentation of adoption.

The updated plan contains two volumes. Volume 1 contains all components that apply to all partners and the broader planning area (plan process, outreach strategy, plan maintenance, risk assessment, goals, objectives and countywide initiatives). Volume 2 contains all components that are jurisdiction-specific (ranking of risk, capability assessment, an action plan, prioritization of that action plan and a status report on prior actions). Each planning partner has a dedicated chapter in Volume 2.

### **Phase 5—Plan Adoption/Implementation**

The final adoption phase will begin once pre-adoption approval is granted by California Emergency Management Agency (Cal EMA) and FEMA. Each partner will adopt the updated plan individually.

A plan implementation and maintenance section included in this document details the formal process for ensuring that the plan remains active and relevant. The plan maintenance process includes a schedule for monitoring and evaluating the plan’s progress annually and producing a plan revision every 5 years. Throughout the life of this plan, a steering committee representative of the original committee will provide a consistent source of guidance and oversight.

The plan adoption phase includes strategies for continued public involvement and incorporation of the recommendations of this plan into other planning mechanisms within the planning area, such as general plans, capital improvement plans, building codes, and emergency management plans.

### **MITIGATION GUIDING PRINCIPLE, GOALS AND OBJECTIVES**

The following principle guided the Steering Committee and the planning partnership in selecting the initiatives contained in this plan update:

Guiding Principle—To reduce the vulnerability from natural hazards within the county in a cost-effective manner, within the capabilities of the partnership.

The Steering Committee and the planning partnership established the following goals for the plan update:

- Goal 1—Save [or protect] lives and reduce injury
- Goal 2—Increase resilience of infrastructure and critical facilities
- Goal 3—Avoid [minimize, or reduce] damage to property
- Goal 4—Encourage the development and implementation of long-term, cost-effective and environmentally sound mitigation projects
- Goal 5—Build and support capacity to enable local government and the public to prepare, respond and recover from the impact of natural hazards.

Plan objectives were developed via a facilitated exercise that focused on finding objectives that meet multiple goals. The objectives are listed in Table ES-3.

## MITIGATION INITIATIVES

Mitigation initiatives are activities to reduce or eliminate losses resulting from natural hazards. Mitigation initiatives are the key element of the hazard mitigation plan update. By implementing these initiatives, the planning partnership will strive to become disaster-resistant through sustainable hazard mitigation.

Although adoption of this plan makes the planning partners eligible for FEMA grant funding, the purposes of the plan go beyond grant eligibility. It was important to the planning partnership and the Steering Committee to look at initiatives that will work through all phases of emergency management. Some of the initiatives outlined in this plan are not grant eligible but were chosen for their effectiveness in achieving the goals of the plan. A series of countywide initiatives were identified, as summarized in Table ES-4. Jurisdiction-specific initiatives are listed in Volume 2 of this plan.

## IMPLEMENTATION

Full implementation of the recommendations of this plan will require time and resources. Specific recommendations and plan review protocols are provided to evaluate changes in vulnerability and action plan prioritization after the plan is adopted. The true measure of the plan's success will be its ability to adapt to the changing climate of hazard mitigation. Funding resources are always evolving, as are state and federal mandates. Contra Costa County and its planning partners have a long-standing tradition of proactive response to issues that may impact local citizens. Each local government will assume responsibility for adopting the recommendations of this plan and committing resources toward implementation. The framework established by this plan identifies a strategy that maximizes the potential for implementation based on available and potential resources. It commits all planning partners to pursue initiatives when the benefits of a project exceed its costs. The planning partnership developed this plan with extensive public input, and public support of the actions identified in this plan will help ensure the plan's success.

## CHAPTER 9. CITY OF ANTIOCH ANNEX

### 9.1 HAZARD MITIGATION PLAN POINT OF CONTACT

#### Primary Point of Contact

John VanderKlugt, Police Lieutenant  
300 L Street  
Antioch, CA 94509  
Telephone: 925-779-6903  
e-mail Address: [jvanderklugt@ci.antioch.ca.us](mailto:jvanderklugt@ci.antioch.ca.us)

#### Alternate Point of Contact

Allan Cantando, Police Chief  
300 L Street  
Antioch, CA 94509  
Telephone: 925-779-6903  
e-mail Address: [acantando@ci.antioch.ca.us](mailto:acantando@ci.antioch.ca.us)

### 9.2 JURISDICTION PROFILE

The following is a summary of key information about the jurisdiction and its history:

- **Date of Incorporation**—February 6, 1872
- **Current Population**—100,957 as of January 2009
- **Location and Description**—Antioch is a city in the East Bay region of the San Francisco Bay area at the confluence of the Sacramento and San Joaquin Rivers, at the gateway to the agriculturally rich San Joaquin Delta. The city is slightly more than 50 miles east of San Francisco and 55 miles southwest of Sacramento (at 38°00'N, 121°48'21"W). The city has a total area of 28.16 square miles.
 

Antioch is home to 31 parks covering 310 acres, with an additional 600 acres of city-owned open space. It has 11 miles of walking paths connecting communities to parks and schools. Within its boundaries, Antioch has Contra Loma Regional Park, the Antioch/Oakley Regional Shoreline and Black Diamond Mines Regional Park, and the Mokelumne Coast to Crest Trail and Delta De Anza Regional Trail. These three parks cover 6,493 acres; approximately 38 percent of Antioch's total area. Just outside Antioch's city limit is the 2,024-acre Round Valley Regional Preserve. In addition, established in 1980, the Antioch Dunes National Wildlife Refuge was the first national wildlife refuge in the country established for the purpose of protecting endangered plants and insects. It is located on the south shore of the San Joaquin River in Antioch.
- **Brief History**—In 1849, the town was founded by brothers William and Joseph Smith, who named the town Smith's Landing. On February 5, 1850, Joseph Smith died of malaria and his brother moved to a higher ground overlooking the river. On July 4, 1851, William Smith held a picnic for the town residents on the bluff near his home. They discussed naming the community and Smith finally suggested the biblical name of Antioch, a town in Syria where the Christians were first named. Antioch was the name chosen and dedicated to the memory of Joseph. Around 1859, coal was discovered in the hills south of Antioch, and coal mining formed the first substantial business in the area apart from farming and dairying. In 1872, Antioch incorporated as a General Law city. The town continued to prosper into the 1900s, becoming a "blue collar" factory community also supporting a fishing and commercial boating industry. In the latter part of the 1900s, as the factories began to close or move elsewhere, Antioch began to take on a new look. Today, Antioch is mainly a "bedroom" community, with most adults working in larger cities toward Oakland and San Francisco. The

town has seen an enormous amount of growth in the last 25 years as the population of the greater Bay Area continues to grow and real estate prices force families to move toward the suburbs

- **Climate**—The climate is mild, with annual temperatures ranging between a high of 96° and a low of 34°. Humidity levels are generally low and the City’s riverfront location often provides cooling breezes. Annual rainfall is just over 15.4 inches, the majority of which falls between October and May. Average annual snowfall is essentially zero.
- **Governing Body Format**—The City of Antioch has a Council/Manager form of government. Policy making and legislative authority is vested in a five-member City Council consisting of a Mayor and four Council Members. The four Council Members are elected to four-year overlapping terms. The Mayor is directly elected to a four-year term. The City Council’s main duties include passing ordinances, adopting the budget, appointing committees, and hiring both the City Manager and City Attorney. The City Manager is responsible for implementing the policies and enforcing the ordinances adopted by the City Council, overseeing day-to-day operations of city government, and appointing the heads of the various city departments.
- **Development Trends**—Over the past two years, the pace of residential development in the Bay Area and the state has slowed considerably, with negative consequences for local economies reliant on housing construction. Antioch’s economy will not see as great a direct impact from the housing market slowdown because of Council- and voter-approved policies that had already reduced the rate of new residential development. The focus of development since 2003 has been primarily commercial development. The new office, commercial and flex-space developments have created the opportunity for well over 5,000 new jobs within the City. New jobs, over time, will lead to growth in the local economy. The expansion of Costco and the relocation of Markstein Beverage has further enhanced local employment prospects.

The slowdown in the housing market, a tightening credit market, and the high cost of fuel, food, clothing and other essentials are current impediments to economic expansion. Housing foreclosures have provided another obstacle to expansion. The current state of the economy has impacted the City of Antioch’s ability to continue the population and economic growth rate that were projected five years ago.

To meet the challenges of the current economic trend, the City has had to lay off staff and utilize reserves to balance the general fund budget. As the City maintains a focus on the “safety” of the community and expansion of the Prewett Park Community Facility, additional operating commitments to the general fund will be recognized. City staff has been mandated to continue focusing on ways to improve efficiency, seek new ideas for saving and revenue generation, and continue with economic development.

The City Council has other projects and plans that will enrich the City and make Antioch an even better place to live, work and play. In striving to continue positive “development trends,” the following projects will be of focus:

- Complete the Community Center at Prewett Park.
- Seek funding for a Library Express as a component of the Community Center.
- Widen Highway 4 to Hillcrest Avenue.
- Deliver eBART service for all of Eastern Contra Costa County.
- Revitalize the Rivertown area.
- Establish a water transit system.

- Protect the City’s water rights from state proposals.
- Propose alternative service provision for the Animal Control Program.
- Initiate long-term infrastructure planning.
- Seek grants as possible alternative funding for city projects.
- Remain committed to construction of a full-scale library facility at Prewett Park.
- Construct all-weather surface athletic facilities in the community.

### **9.3 JURISDICTION-SPECIFIC NATURAL HAZARD EVENT HISTORY**

Table 9-1 lists all past occurrences of natural hazards within the jurisdiction. Repetitive loss records are as follows:

- Number of FEMA Identified Repetitive Flood Loss Properties: 5
- Number of Repetitive Flood Loss Properties that have been mitigated: Unknown

### **9.4 HAZARD RISK RANKING**

Table 9-2 presents the ranking of the hazards of concern.

### **9.5 CAPABILITY ASSESSMENT**

The assessment of the jurisdiction’s legal and regulatory capabilities is presented in Table 9-3. The assessment of the jurisdiction’s administrative and technical capabilities is presented in Table 9-4. The assessment of the jurisdiction’s fiscal capabilities is presented in Table 9-5. Classifications under various community mitigation programs are presented in Table 9-6.

### **9.6 HAZARD MITIGATION ACTION PLAN AND EVALUATION OF RECOMMENDED INITIATIVES**

Table 9-7 lists the initiatives that make up the jurisdiction’s hazard mitigation plan. Table 9-8 identifies the priority for each initiative. Table 9-9 summarizes the mitigation initiatives by hazard of concern and the six mitigation types.

### **9.7 HAZARD AREA EXTENT AND LOCATION**

Hazard area extent and location maps have been generated for the City of Antioch and are included at the end of this chapter. These maps are based on the best available data at the time of the preparation of this plan, and are considered to be adequate for planning purposes.

**TABLE 9-1.  
NATURAL HAZARD EVENTS**

Type of Event	Date	Preliminary Damage Assessment
Flooding	10/13/2009	No estimates available. Flooding resulted in road closures and flooding to some residences. This is a problem that has occurred multiple times and usually occurs in the O Street corridor.
Severe Weather <sup>a</sup>	Unknown	No estimates available
Earthquake <sup>a</sup>	Unknown	No estimates available
Wildfire <sup>a</sup>	Unknown	No estimates available
Landslide <sup>a</sup>	Unknown	No estimates available
Drought <sup>a</sup>	Unknown	No estimates available

a. The city of Antioch has had natural hazard events in this category, however no specifics are available. There is no documentation at the City or County level that provides data as to dates, number of occurrences, monetary damage assessments or any other supporting documentation. Known past impacts of the hazards has been minimal as it relates to major property damages and financial losses.

**TABLE 9-2.  
HAZARD RISK RANKING**

Rank	Hazard Type	Risk Rating Score (Probability x Impact)
1	Severe Weather	36
2	Earthquake	36
3	Drought	30
4	Flood	18
5	Landslide	12
6	Wildfire	6
7	Dam Failure	6



**TABLE 9-3.  
LEGAL AND REGULATORY CAPABILITY**

	Local Authority	State or Federal Prohibitions	Other Jurisdictional Authority	State Mandated	Comments
<b>Codes, Ordinances &amp; Requirements</b>					
Building Code	Y	N	N	Y	2007 California Building Code
Zoning Code	Y	N	N	Y	Ord. 897-C-S, passed 10-25-94
Subdivisions	Y	N	N	Y	Ord. 275-C-S, passed 3-11-75
Stormwater Management	Y	N	N	Y	Ord. 1035-C-S, passed 9-12-04
Post Disaster Recovery	Y	N	N	N	('66 Code, § 4-2.08) (Ord. 222-C-S, passed 7-26-73; Am. Ord. 911-C-S, passed 9-12-95)
Real Estate Disclosure	N	N	Y	Y	Ca. State Civil Code 1102 requires full disclosure on natural hazard exposure of the sale/re-sale of any and all real property
Growth Management	Y	N	N	Y	Transportation Systems Management Measure C Growth Management Program Ord. 932-C-S, passed 12-9-97
Site Plan Review	Y	N	N	N	Adopted with Zoning Ordinance Ord. 897-C-S, passed 10-25-94; Am. Ord. 2023-C-S, passed 4-14-09
Special Purpose (flood management, critical areas)	Y	N	N	Y	Floodplain Management Ord. 708-C-S, passed 5-12-88. Am. Ord. 2025-C-S, passed 5-12-09
<b>Planning Documents</b>					
General or Comprehensive Plan	Y	N	N	Y	Adopted November 24, 2003
Floodplain or Basin Plan	Y	N	N	N	Drainage to ponding areas ('66 Code, § 9-4.625) (Ord. 275-C-S, passed 3-11-75)
Capital Improvement Plan	Y	N	N	N	CIP is a 5-year program updated annually with a 2-year budget
Habitat Conservation Plan	N	N	N	N	
Economic Development Plan	Y	N	N	N	ED Commission Ord. 1002-C-S, passed 1-28-03; Am. Ord. 2016-C-S, passed 6-10-08; Am. Ord. 2021-C-S, passed 1-27-09
Emergency Response Plan	Y	N	N	N	('66 Code, § 4-2.08) (Ord. 222-C-S, passed 7-26-73; Am. Ord. 911-C-S, passed 9-12-95)
Shoreline Management Plan	Y	N	N	N	Adopted with the General Plan November 24, 2003
Post Disaster Recovery Plan	Y	N	N	N	('66 Code, § 4-2.08) (Ord. 222-C-S, passed 7-26-73; Am. Ord. 911-C-S, passed 9-12-95)

TABLE 9-4. ADMINISTRATIVE AND TECHNICAL CAPABILITY		
Staff/Personnel Resources	Available?	Department/Agency/Position
Planners or engineers with knowledge of land development and land management practices	Y	Community Development & Public Works Departments/staff
Engineers or professionals trained in building or infrastructure construction practices	Y	Community Development & Public Works Departments/staff
Planners or engineers with an understanding of natural hazards	Y	Community Development & Public Works Departments/staff
Staff with training in benefit/cost analysis	N	
Floodplain manager	Y	Community Development & Public Works Departments/staff
Surveyors	N	
Personnel skilled or trained in GIS applications	Y	Community Development & Public Works Departments/staff
Scientist familiar with natural hazards in local area	N	
Emergency manager	Y	City Manager and Police Lieutenant/Office of Emergency Services (OES) Coordinator
Grant writers	Y	City Manager, Community Development & Public Works Departments/staff

TABLE 9-5. FISCAL CAPABILITY	
Financial Resources	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	No
Withhold Public Expenditures in Hazard-Prone Areas	No
State Sponsored Grant Programs	No
Development Impact Fees for Homebuyers or Developers	Yes

**TABLE 9-6.  
COMMUNITY CLASSIFICATIONS**

	Participating?	Classification	Date Classified
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	No	N/A	N/A
Public Protection	No	N/A	N/A
Storm Ready	No	N/A	N/A
Firewise	No	N/A	N/A
Tsunami Ready	No	N/A	N/A

**TABLE 9-7.  
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
<b>Initiative #A-1—Construct West Antioch Creek channel improvements, 4- new box culverts, to eliminate property and environmental damage caused by flooding.</b>						
New	Flooding	1, 2, 9, 10, 13	Department of Capital Improvements	\$4,400,000	Local Drainage Area Fees, HMGP, PDM	Short Term
<b>Initiative #A-2 Finish construction of the Oakley/Trembath Detention Basin</b>						
New & Existing	Flooding	1, 2, 9, 10, 13	Department of Capital Improvements	\$5,700,000	Local Drainage Area Fees, HMGP, PDM	Short Term
<b>Initiative #A-3 Construct Wilbur Avenue Culvert Crossing</b>						
New	Flooding	1, 2, 9, 10, 13	Department of Capital Improvements	\$1,400,000	Local Drainage Area Fees, HMGP	Long Term
<b>Initiative #A-4—Complete construction of the Municipal Corporation Yard improvements</b>						
New & Existing	Flooding, loss of Emergency Operations	1, 2, 10, 13	Department of Public Works	\$2,500,000	General Funding, Redevelopment, City Water and Sewer Fund, HMGP, PDM*	Short Term
<b>Initiative #A-5—Seismic retrofit the City-owned Historical Hard House building—</b>						
Existing	Earthquake	1, 2, 7, 12, 15, 16	Department of Public Works	\$2,000,000	Redevelopment and HMGP*	Short Term

\* The City Council has approved the transfer of the Hard House to a nonprofit pending State approval. Redevelopment funds no longer exist.

**TABLE 9-7 (continued).  
HAZARD MITIGATION ACTION PLAN MATRIX**

Applies to new or existing assets	Hazards Mitigated	Objectives Met	Lead Agency	Estimated Cost	Sources of Funding	Timeline
<b>Initiative #A-6—Construct Water Reservoir Maintenance Improvement projects</b>						
New	Earthquake, flood, severe weather and drought	1, 2, 3, 7, 8	Department of Public Works	\$1,000,000	Water fund, PDM, HMGP	Short Term
<b>Initiative #A-7—Construct Water and Sewer pipeline projects to strengthen system and to ensure safe and reliable provisions of public water and sewer services</b>						
New	Earthquake	1, 2, 3, 4, 5	Department of Capital Improvements	\$10,000,000	Water and Sewer Bond proceeds	Short Term
<b>Initiative #A-8—Up-Date Emergency Operations Plan</b>						
New & Existing	All Hazards	2, 3, 13, 16	Office of Emergency Services	N/A	N/A	Short Term
<b>Initiative #A-9—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in Volume 1.</b>						
New & Existing	All Hazards	All	Planning	Low	General fund, FEMA Mitigation Grant Funding for 5-year update	Short-Term Ongoing
<b>Initiative #A-10—Continue to maintain compliance and good standing under the National Flood Insurance Program.</b>						
New and existing	Flood	4,5,6,7,11,12	Public Works	Low	General Fund	Ongoing
<b>Initiative #A-11—Consider participation in the Community Rating System (CRS).</b>						
New and Existing	Flood	3,4,5,7,9	Public Works	Low	General Fund	Short-Term
<b>Initiative #A-12—Integrate Local Hazard Mitigation Plan into the Safety Element of the General Plan</b>						
New and Existing	All Hazards	4,5,14	OES & DCD	Low	General Fund	Early 2010 Short-Term
<b>Initiative #A-13—Where appropriate, support retrofitting, purchase, or relocation of structures in hazard-prone areas to protect structures from future damage, with repetitive loss and severe repetitive loss properties as priority.</b>						
Existing	All Hazards	3,7,15	Planning & Building Departments	High	FEMA Mitigation Grant funding with local match by property owner	Long-Term, depends on funding

**TABLE 9-8.  
MITIGATION STRATEGY PRIORITY SCHEDULE**

Initiative #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Costs?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/Budgets?	Priority <sup>a</sup>
1	5	Medium	High	Yes	Yes	No	Medium
2	5	Medium	High	Yes	Yes	No	Medium
3	5	Medium	High	Yes	Yes	No	Medium
4	4	Medium	High	Yes	Yes	No	Medium
5	6	Medium	High	Yes	Yes	No	Medium
6	5	Medium	High	Yes	Yes	No	Medium
7	5	Medium	High	Yes	No	No	Medium
8	4	Low	Low	Yes	No	Yes	High
9	16	Medium	Low	Yes	Yes	Yes	High
10	7	Medium	Low	Yes	No	Yes	High
11	5	Low	Low	Yes	No	Yes	High
12	3	Low	Low	Yes	No	Yes	High
13	3	High	High	Yes	Yes	No	Medium

a. Explanation of priorities

- High Priority: Project meets multiple plan objectives, benefits exceed cost, funding is secured under existing programs, or is grant eligible, and project can be completed in 1 to 5 years (i.e., short term project) once funded.
- Medium Priority: Project meets at least 1 plan objective, benefits exceed costs, requires special funding authorization under existing programs, grant eligibility is questionable, and project can be completed in 1 to 5 years once funded.
- Low Priority: Project will mitigate the risk of a hazard, benefits exceed costs, funding has not been secured, project is not grant eligible, and time line for completion is long term (5 to 10 years).

**TABLE 9-9.  
ANALYSIS OF MITIGATION INITIATIVES**

Hazard Type	Initiative Addressing Hazard, by Mitigation Type					
	1. Prevention	2. Property Protection	3. Public Education and Awareness	4. Natural Resource Protection	5. Emergency Services	6. Structural Projects
Drought	8,9,12	6,13	9	12	8	6
Earthquake	5,7,8,9,12	5,7,13	9	12	8	5,7
Flood	1,2,3,4,6,8,9,10,11,2	1,2,3,4,6,10,11,13	9,10,11	1,2,3,4,6,10,11,12	4,8,10,11	1,2,3,4,6,,10,11
Landslide	8,9,12	13	9	12	8	
Severe Weather	6,8,9,12	6,13	9	6,12	8	6,
Tsunami	8,9,12	13	9	12	8	
Wild Fire	8,9,12	13	9	12	8	

Notes:

1. Prevention: Government, administrative or regulatory actions that influence the way land and buildings are developed to reduce hazard losses. Includes planning and zoning, floodplain laws, capital improvement programs, open space preservation, and stormwater management regulations.
2. Property Protection: Modification of buildings or structures to protect them from a hazard or removal of structures from a hazard area. Includes acquisition, elevation, relocation, structural retrofit, storm shutters, and shatter-resistant glass.
3. Public Education and Awareness: Actions to inform citizens and elected officials about hazards and ways to mitigate them. Includes outreach projects, real estate disclosure, hazard information centers, and school-age and adult education.
4. Natural Resource Protection: Actions that minimize hazard loss and preserve or restore the functions of natural systems. Includes sediment and erosion control, stream corridor restoration, watershed management, forest and vegetation management, and wetland restoration and preservation.
5. Emergency Services: Actions that protect people and property during and immediately after a hazard event. Includes warning systems, emergency response services, and the protection of essential facilities.
6. Structural Projects: Actions that involve the construction of structures to reduce the impact of a hazard. Includes dams, setback levees, floodwalls, retaining walls, and safe rooms.

# City of Antioch

## USGS Landslide Hazard Areas



### Legend

- Mostly Landslides
- Few Landslides
- City Limits
- Waterbodies
- Streams

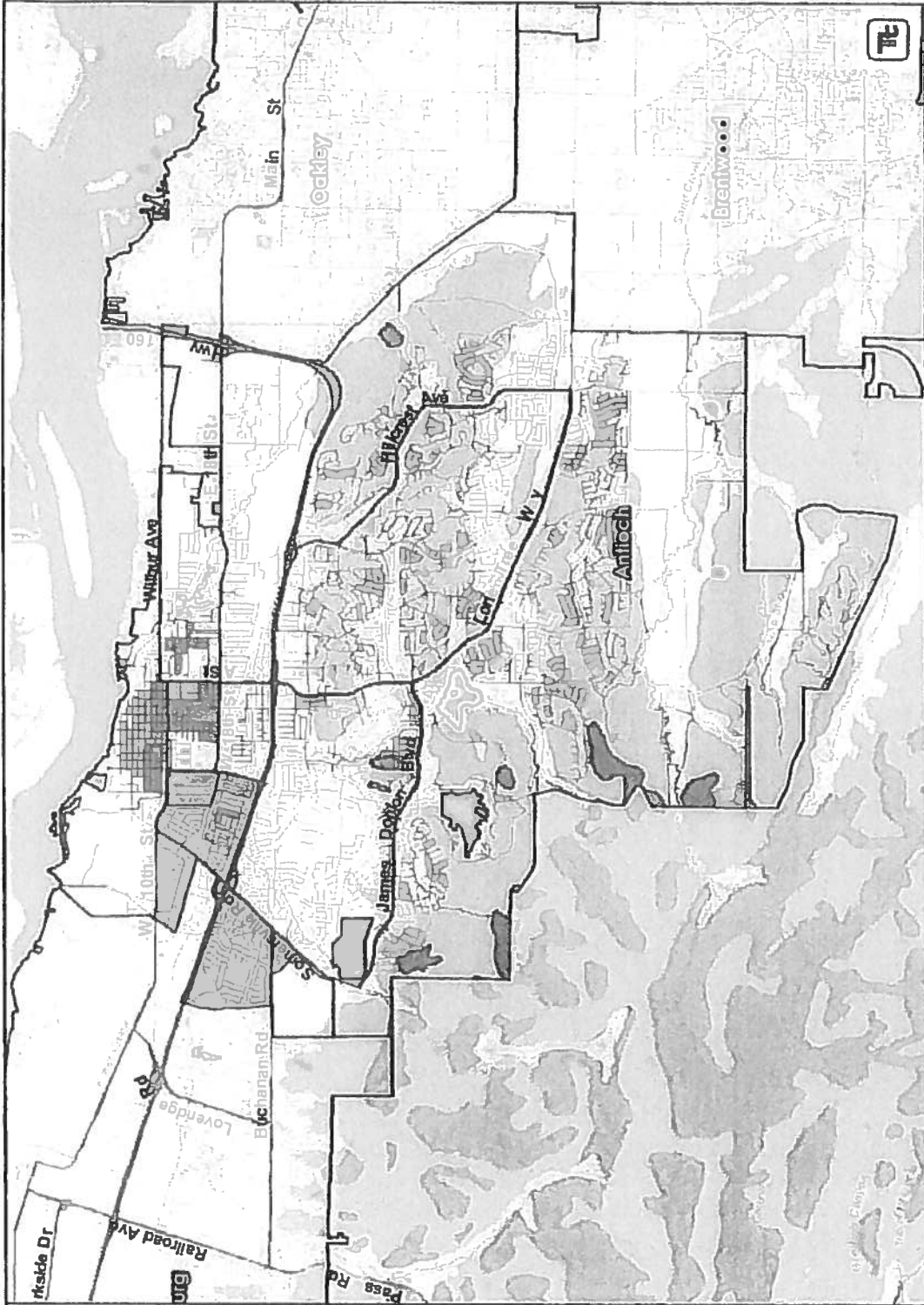
Few Landslides: contains few, if any, large mapped landslides, but locally contains scattered small landslides and questionably identified larger landslides.

Mostly Landslides: consists of mapped landslides, intervening areas typically narrower than 1500 feet, and narrow borders around landslides



Source: Contra Costa County GIS & USGS  
 Map Created By: Tara Rich on July 27th 2009

Projection: NAD 1983 StatePlane California 18 FIPS 5403 Feet











# City of Antioch

## NEHRP (National Earthquake Hazards Reduction Program) Soils

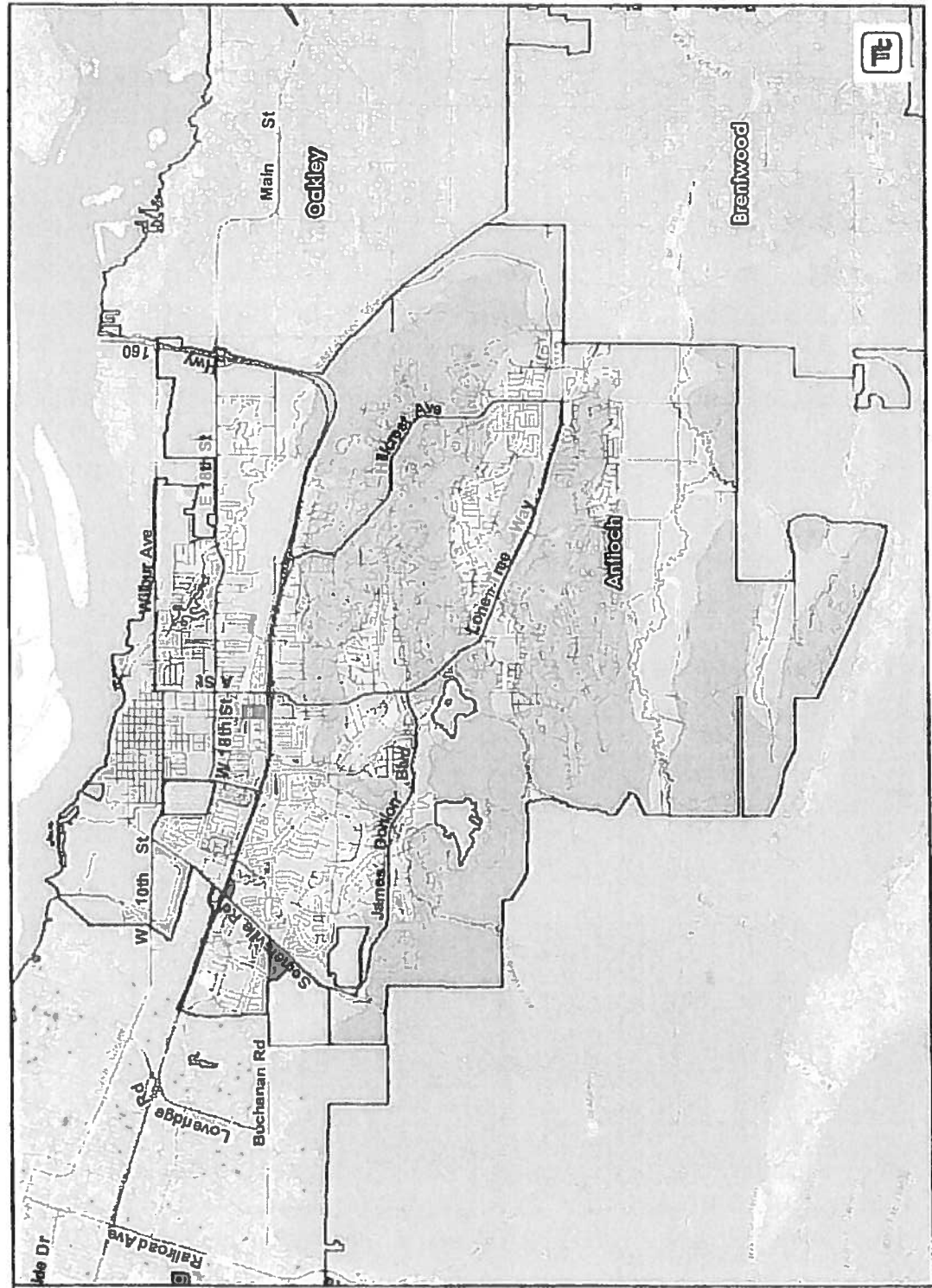


### Legend

- Soils Type**
-  B - Rock
  -  C - Very Dense Soil and Soil Rock
  -  D - SHW Soil
  -  E - Soft Soil
  -  City Limits
  -  Waterbodies
  -  Streams
  -  Roads



Source: Contra Costa County GIS  
 Also Created By MapInfo in January 2009  
 Projection: NAD\_83\_Basement\_California\_IPPS\_0403\_Feet





# City of Antioch

## Northern Hayward Earthquake 2008 USGS Fault Scenario Peak Ground Acceleration Mercalli Scale

A 7.05 magnitude earthquake with a hypocenter located in San Pablo Bay



VI Felt by all; many run outside. Some heavy furniture moved.  
 VI Everyone runs outside. No damage in well-built buildings; moderate damage in ordinary structures; considerable damage in poorly constructed buildings.  
 VII - Considerable damage except in specially constructed buildings. Dripps; people driving cars.  
 IX - Damage even in specially designed structures. Buildings sway from foundations; ground cracked; underground pipes broken.

### Legend

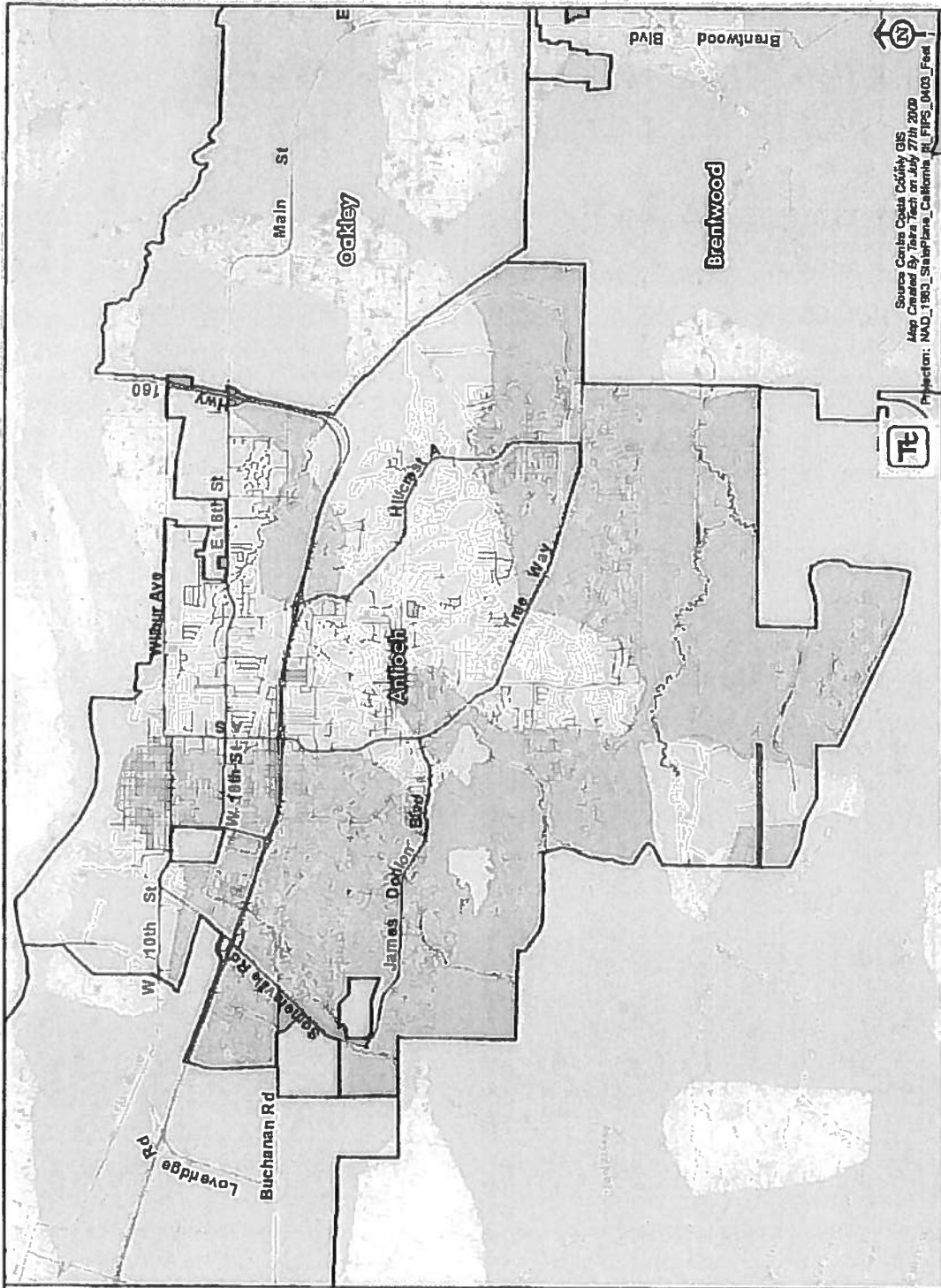
Hypocenter in San Pablo Bay (30 miles E of Concord)

### Hayward PGA

#### Mercalli Scale

- IV - None
- V - Very Light
- VI - None-Slight
- VII - Slight-Moderate
- VIII - Moderate-Extensive
- IX - Extensive-Complete

- City Limits
- Waterbodies
- Roads
- Streams



Source: Contra Costa County GIS  
 Map Created By: Tara Tech on July 27th 2009  
 Projection: NAD\_1983\_StatePlane\_California\_R\_FIPS\_10403\_Feet

# City of Antioch

## Central & Northern Calaveras Earthquake 2003 USGS Scenario Peak Ground Acceleration Mercalli Scale

A 6.9 magnitude earthquake with an epicenter of N37.45 W121.81



VII - Everyone runs outside. No damage in well-built buildings, moderate damage in ordinary structures; considerable damage in poorly constructed buildings.

VIII - Considerable damage except in specially constructed buildings. Disturbs people driving cars.

IX - Damage even in specially designed structures. Buildings shifted from foundations; ground cracked; underground pipes broken.

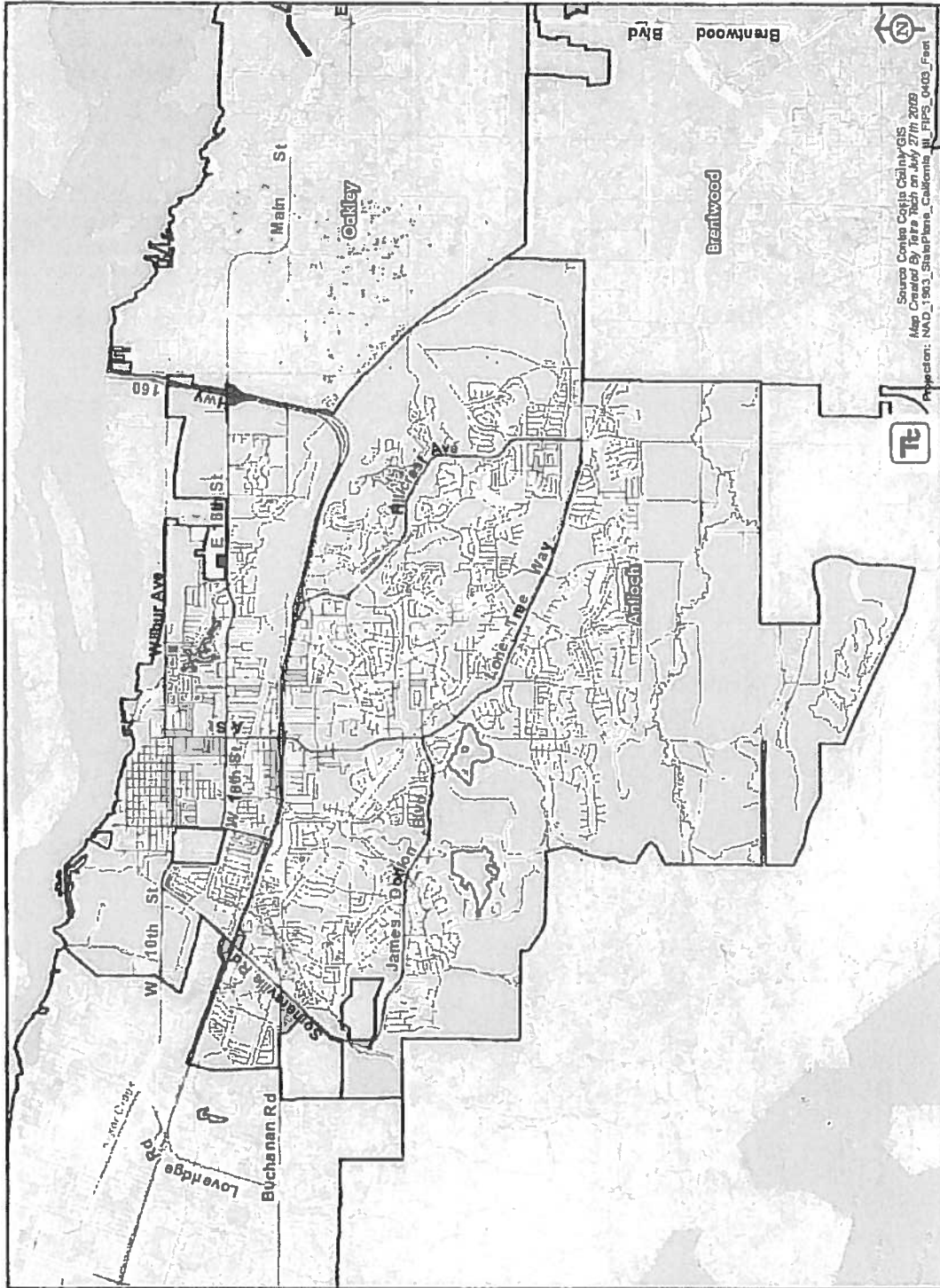
**Legend**  
 Epicenter in Northern  
 Contra Costa County  
 (45 miles S of Concord)

### Calaveras PGA

#### Mercalli Scale

- V - Very Light
- VI - None-Slight
- VII - Slight-Moderate
- VIII - Moderate-Extensive
- IX - Extensive

- City Limits
- ▨ Waterbodies
- Roads
- Streams



Source: Contra Costa County GIS  
 Map Created By Jeff Hoch on July 27th 2003  
 Projection: NAD\_1983\_StatePlane\_California\_II\_FIPS\_4003\_Feet



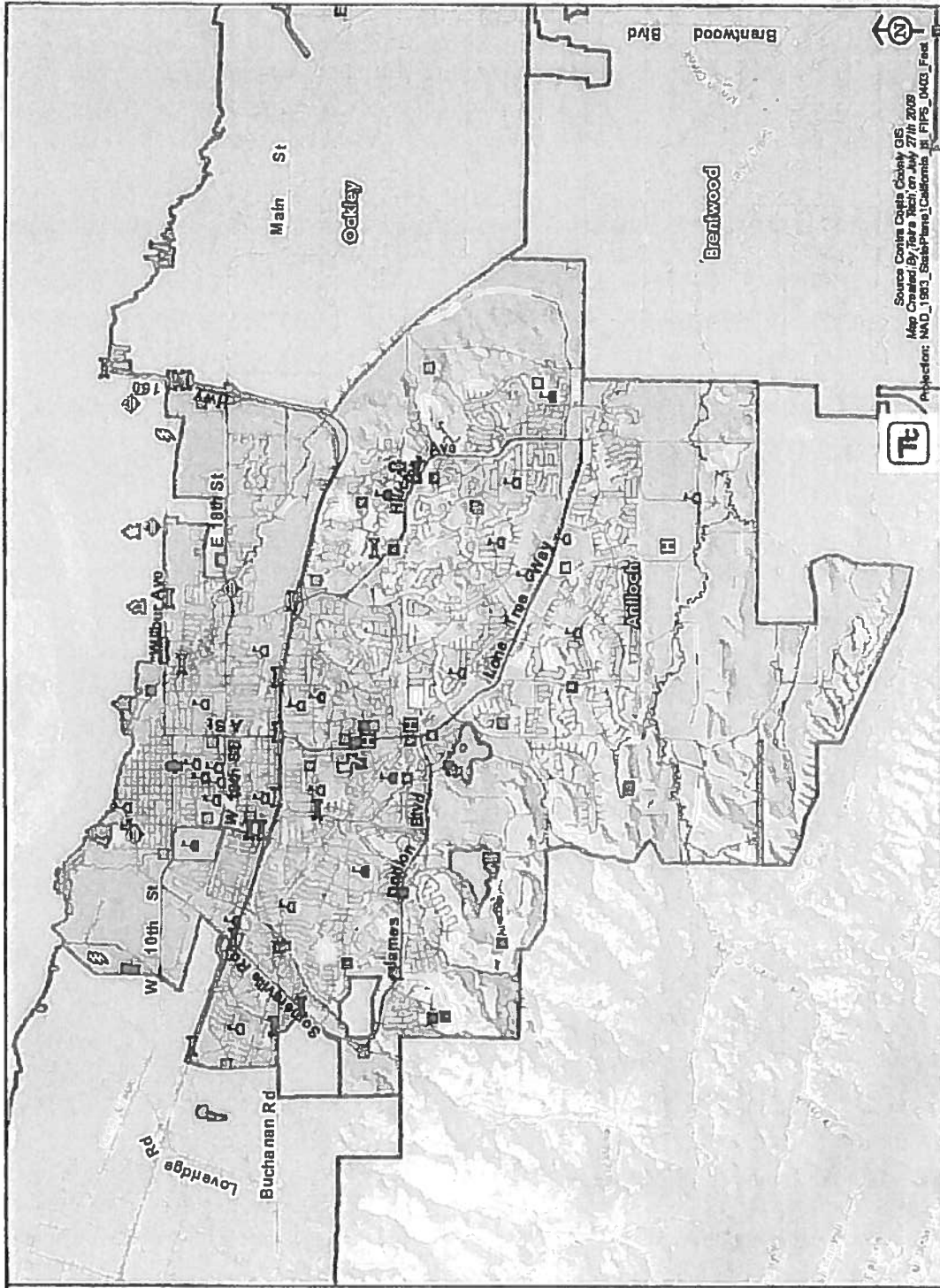
# City of Antioch

## Critical Facilities



### Legend

- Critical Facilities**
- Airport
  - Bus
  - Care Facility / Hospital
  - Electric Power
  - Emergency Center
  - Fire Station
  - Hazardous Material
  - Highway Bridge
  - Police Station
  - Port
  - School
  - Communication
  - Drinking Water
  - Storm Water
  - Waste Water
- Other Features**
- City Limits
  - Waterbodies
  - Roads
  - Streams



Source: Contra Costa County GIS  
 Map Created by Tt on July 27, 2009  
 Projector: NAD\_1983\_StatePlane\_California\_1

# City of Antioch

## FRAP Wildfire Hazard Boundaries



### Legend

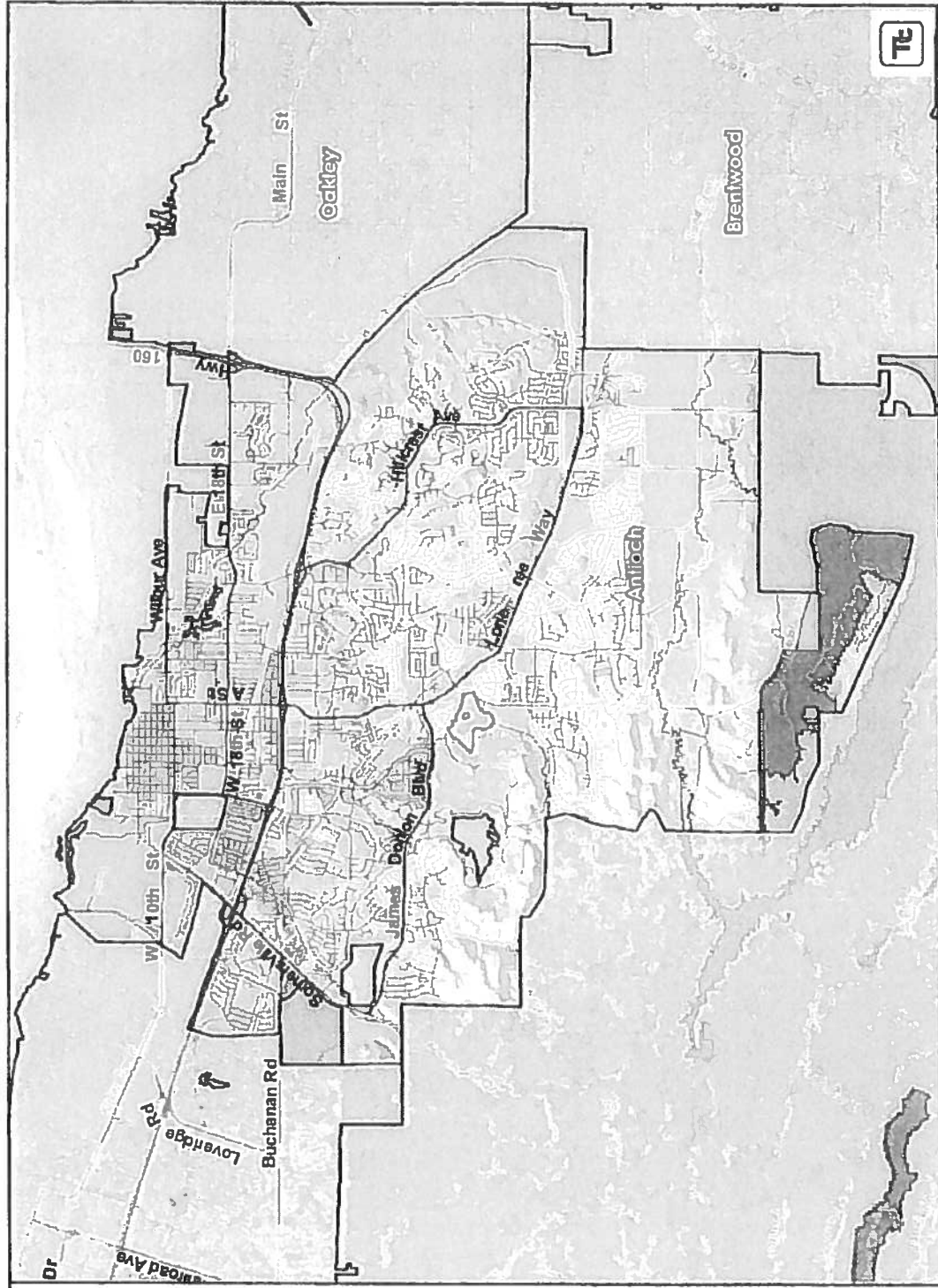
FRAP (Fire and Resource Assessment Program)  
 SRA data adopted in 2007  
 & LRA data recommended in 2008

### Wildfire Hazard Boundaries

- |              |  |                 |
|--------------|--|-----------------|
| <b>Class</b> |  | Minor           |
|              |  | High            |
|              |  | Very High       |
|              |  | County Boundary |
|              |  | City Limits     |
|              |  | Waterbodies     |
|              |  | Structures      |
|              |  | Roads           |



Source: Contra Costa County GIS & FRAP  
 Map Created by Sara Tschol July 27th 2009  
 Projection: NAD 1983 StatePlane California III FIPS 0403 Feet



**STAFF REPORT TO THE MAYOR AND CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 27, 2012**

**PREPARED BY:** Scott Buenting, Associate Engineer, Capital Improvements Division *SB*  
**REVIEWED BY:** Ron Bernal, Director of Public Works/City Engineer *REB*  
**DATE:** November 14, 2012  
**SUBJECT:** Approval of Proposal and Authorization for the City Manager to Sign an Agreement with RMC Water and Environment for Engineering Design, Environmental Permitting and Construction Support Services for the West Antioch Creek Channel Improvements Project (P.W. 201-6)

**RECOMMENDATION**

It is recommended that the City Council approve the proposal and authorize the City Manager to sign an agreement with RMC Water and Environment for engineering design, permitting and construction support services for the West Antioch Creek Channel Improvements Project.

**BACKGROUND INFORMATION**

West Antioch Creek has historically experienced flooding problems. In 1993, the Contra Costa County Flood Control District (Flood Control District or District) constructed channel improvements for West Antioch Creek that improved flood capacity, north of Eighth Street, to a 25-year level of protection. The existing channel conveyance between Eighth and Tenth Streets is substantially inadequate. The multifamily and commercial properties adjacent to this area currently experience flooding on nearly an annual basis.

On April 5, 2012, staff mailed letters to five (5) civil engineering firms requesting qualifications for engineering design, environmental permitting, construction support and project management services pertaining to channel improvements to West Antioch Creek. The project will consist of replacing the existing undersized arch culvert system beneath Tenth Street and the narrow gunite ditch between Eighth Street and Tenth Street with a system that provides a 25-year level of flood protection. In addition, the existing earthen channel from Eighth Street downstream to 200 feet north of the BNSF railroad crossing will be desilted in order reestablish the original design capacity of the channel.

On April 26, 2012, statements of qualifications were received from Kimley-Horn and Associates of Pleasanton, NV5 of Walnut Creek, Harrison Engineering, Inc. of Pleasant Hill and RMC Water & Environment of Walnut Creek.

On May 8, 2012, all submitting firms made presentations to a selection panel composed of City and Contra Costa County Flood Control and Water Conservation District staff. Based on the content of the qualifications and discussions during the interview process, the panel selected RMC Water & Environment as the most qualified firm to provide the services required for this project. Staff has subsequently met with representatives with RMC Water & Environment to develop the attached scope of work and cost proposal (Attachment A). The estimated cost of the work will not exceed \$832,339, as shown on the attached fee schedule.

**FINANCIAL IMPACT**

Funding for this work will be provided from Drainage Area 55 Impact Fees.

**OPTIONS**

None

**ATTACHMENTS**

A: Design Consultant Services Agreement

SB:lm

**11-27-12**

# ATTACHMENT "A"

DESIGN CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND RMC WATER AND ENVIRONMENT  
FOR ENGINEERING DESIGN, ENVIRONMENTAL PERMITTING AND CONSTRUCTION SUPPORT  
SERVICES FOR THE WEST ANTIOCH CREEK CHANNEL IMPROVEMENTS  
P.W. 201-6

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and RMC Water and Environment ("Consultant") as of November 28, 2012.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on December 31, 2015, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agree to pay Consultant a sum not to exceed **\$832,339.00** (**Eight hundred thirty-two thousand three hundred thirty-nine dollars**), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City' option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder, as well as a separate notice when the total number of hours of work by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A;
- The Consultant's signature.

**2.2 Payment Schedule.**

**2.2.1** City shall make incremental payments, based on invoices received, according to the payment schedule attached as Exhibit A for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

**2.2.2** City shall pay the last 10% of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.3 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

**2.4 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the fee schedule.



- 2.5 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed Eight hundred thirty-two thousand three hundred thirty-nine dollars (\$832,339.00). Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

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

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work by the Consultant and its agents, representatives, employees, and subcontractors. Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall

waive all rights of subrogation against the City and their officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

#### **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and their officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City or their officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- c. An endorsement must state that coverage is primary insurance with respect to the City and their officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3 Professional Liability Insurance.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

**4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### 4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with certificates of insurance and with original endorsements effecting coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

4.4.3 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.4 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City and their officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.5 **Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

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

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

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

**5.1.** Consistent with California Civil Code Section 2782.8, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said section 2782.8, CONSULTANT shall, to the fullest extent permitted by law, immediately indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of or resulting from any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, employees, agents, sub-consultants or subcontractors in said performance of professional services under this Agreement, excepting only liability arising from the sole active negligence or sole intentional misconduct of CITY.

**5.2.** Other than in the performance of professional services by a design professional, which shall be solely as addressed by subsection (a) above, and to the full extent permitted by law, CONSULTANT shall indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY and any Indemnified Parties from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

**5.3.** In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

## **Section 6. STATUS OF CONSULTANT.**

**6.1** **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant

and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

**Section 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.2 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.



- 10.3 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.4 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.5 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.6 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

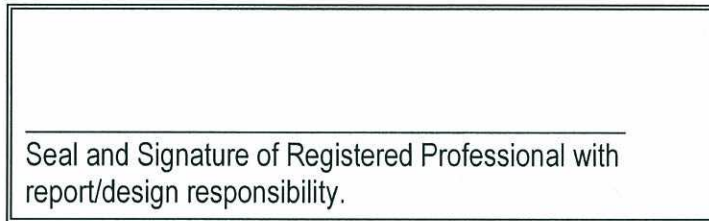
- 10.7 Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Scott Buenting ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:

David L. Richardson, P.E.  
RMC Water and Environment  
2001 N. Main Street, Suite 400  
Walnut Creek, CA 94596

Any written notice to City shall be sent to:

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

- 10.11 Professional Seal.** When the Contract Administrator considers it appropriate, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and all other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY OF ANTIOCH:**

**CONSULTANT:**

**RMC WATER AND ENVIRONMENT**

\_\_\_\_\_  
Jim Jakel, City Manager

\_\_\_\_\_  
David L. Richardson, Principal

Attest:

\_\_\_\_\_  
Denise Skaggs, City Clerk

Approved as to Form:

\_\_\_\_\_  
Lynn Tracy Nerland, City Attorney

# EXHIBIT “A”

## West Antioch Creek Channel Improvement Project Scope of Work

### Overview

The project objectives are to increase capacity to a 25-year flood protection level in West Antioch Creek under West 10<sup>th</sup> Street to the existing open channel, and desilt the downstream earthen channel from 8<sup>th</sup> Street to Antioch Point (200 feet north of the railroad bridge). RMC will review the existing hydraulic and preliminary design work completed by the Contra Costa County Flood Control District (District) and related documentation from the City of Antioch (City) on the desilting work.

RMC will then proceed to undertake a complete engineering design of the project which will include:

- New reinforced pre-cast concrete box culverts under 10<sup>th</sup> Street
- Design and alignment of access/service road
- Replacement channel and/or additional box culvert between 10<sup>th</sup> Street and the existing open channel
- Design of any other necessary earth and structural work
- Revegetation design based on mitigation requirements
- Plans for desilting the channel
- Preparation of complete standard engineering drawings that include all necessary details, plans, and profiles adhering to industry standards.

RMC will prepare accompanying engineering specifications and a detailed cost estimate for the construction of the Project.

For the tasks below, all “A” tasks cover channel improvements work from 10<sup>th</sup> to 8<sup>th</sup> Streets, and all “B” tasks cover the desilting work from 8<sup>th</sup> Street to Antioch Point. Separating the tasks now will facilitate invoicing to DWR.

### Task 1 – Project Management and Coordination

#### Subtasks 1.1A and 1.1B – General Project Management

RMC will supervise, coordinate and monitor design for conformance with standard engineering practices, City and District requirements, and all applicable local, state, and federal government agency requirements. RMC will maintain project files in accordance with City requirements and to the format required by all external funding agencies.

#### Tasks 1.1A and 1.1B Deliverables

- Project letters, memoranda, and other correspondences

#### Subtasks 1.2A and 1.2B – Project Schedule

RMC will prepare a draft Project Schedule within 30 days from the date of the Notice to Proceed and will be finalized after we receive comments from the City. The schedule will be tracked and updated throughout the duration of the project.

**Tasks 1.2A and 1.2B Deliverables**

- Project schedule

**Subtasks 1.3A and 1.3B – Progress Meetings, Reports and Invoicing**

Under this task, RMC will prepare, organize, attend and conduct the necessary project meetings to implement the Project. Our goal under this task would be to schedule and coordinate such meetings in a manner that provides for effective project communications to the necessary stakeholders.

RMC will prepare, organize, and attend an initial kick-off meeting with the City to review the Project scope of work, schedule, and project implementation strategy. Following the meeting, RMC will begin the design concept review work which includes gathering and reviewing data and background reports and confirming all previously completed work products relevant to preparing the final design. RMC will then identify additional analyses, such as hydrologic and hydraulic analysis, required for design development and final design work.

RMC will also begin discussions with regulatory agencies to notify them about the Project. We will develop a strategy to coordinate early with the regulatory agencies which will include informal consultation, telephone discussions, and visits at the Project site.

RMC will hold regular progress meetings. Prior to the meetings, we will prepare and distribute the agenda to the City. At each progress meeting, we will discuss overall Project progress, including accomplishments such as milestones and deliverables completed, the tasks and subtasks that were actively performed on during the reporting period, and issues encountered or anticipated.

RMC will include a four week look-ahead schedule that will encompass work for the next reporting period and will address any changes on the Project completion schedule. This report will show comparison of the actual progress as compared to the adopted baseline schedule, include analysis of critical tasks to identify potential delays, include methods to bring or accelerate these critical tasks to bring the overall Project in agreement with the baseline schedule, reconcile scope and cost changes that impact schedule, and will include explanations for any changes and resulting impacts to the Project schedule. This schedule update will also include approved and forecasted milestone dates.

Following each progress meeting, we will prepare and submit a draft electronic copy of meeting summary notes to the City's Project Manager for review and comment. We will then incorporate review comments and will submit final meeting notes to the City's Project Manager.

RMC will hold coordination meetings with the City's CEQA consultant, utility companies, or other project stakeholders, as needed to keep stakeholders abreast of the design progress.

RMC will prepare monthly progress reports and invoices, and submit them to the City's Project Manager for review and payment.

**Tasks 1.3A and 1.3B Deliverables**

- Meeting materials – agendas, summaries and presentations; monthly progress reports and invoices

**Subtasks 1.4A and 1.4B – Public Outreach Program**

Public outreach is a vital part of any major construction project, and it must be conducted such that the concerns and values of the local community, and stakeholder groups are identified and addressed. Issues can be raised concerning the design or impacts to the community during construction. RMC will work with the City's Project Manager and the City's CEQA consultant to develop an outreach program to communicate project progress and how the City will address potential project concerns. For the public outreach program, RMC will:

- prepare, organize, and attend up to two (2) public meetings and one (1) City Council meeting as required by the City to present design concepts and encourage discussion of public interests and concerns;
- create and maintain a database of interested parties; and
- evaluate the public outreach program, and review public comments/suggestions, and recommend changes to the public outreach program.

***Tasks 1.4A and 1.4B Deliverables***

- Presentations for public meetings; database of public, project stakeholders, and interested parties

**Task 2 – Data Gathering and Review**

RMC will review the existing conceptual designs and other documents related to the Project and will:

- gather and organize all relevant project information, and review documents;
- identify additional analyses and information that may be required; and
- finalize project design criteria to use for the preparation of the construction documents.

**Subtasks 2.1A and 2.1B – Data Gathering, Review, and Need for Additional Information**

Under this task, RMC will gather and review background information from the City and District. We will assemble all available data and associated metadata from the City and District, including as-built plans, aerial photos, parcel maps, records of survey, available utility maps, assessor's maps, surveys, hydraulic design models, hydrology reports, existing environmental documentation (including 1985 Environmental Impact Report for the West Antioch Creek Improvement Project State Clearinghouse No. 84011013), hazardous materials investigations, design drawings, standards, etc. We will conduct a thorough review of the available data and identify any data gaps. We will also perform field reconnaissance to get more familiar with the project site and surroundings, identify additional data needs, design challenges and solutions, right-of-way constraints, etc.

***Tasks 2.1A and 2.1B Deliverables***

- List of existing data collected and reviewed; summary of field reconnaissance; memorandum identifying need for additional information, if applicable

**Subtasks 2.2A and 2.2B –Hydrology, Hydraulics, and General Civil Design Review**

The purpose of this task is to ensure that previous hydrologic, hydraulic, and surveying reports and data perform a sufficient basis with which to begin detailed project design, and to identify additional information and studies that are required. It is assumed that the existing hydrology is acceptable and

that we will not be re-evaluating the existing hydrology or rerunning the hydrology model. We will be reviewing the hydrology to understand the flows. It is further assumed that the existing hydraulic model accurately represents existing conditions and will only need to be updated to represent proposed changes that will be a direct result of the Project (i.e. reconfigured conveyance between 10<sup>th</sup> Street and the existing open channel and the desilting of the downstream channel). This is understood to also include review of creek cross sections and estimates of anticipated sediment removal volumes in the desilting portion of the project.

***Tasks 2.2A and 2.2B Deliverables***

- Memorandum with comments on adequacy of hydraulics and hydrology analysis; memorandum with recommendations on additional analysis required, if needed.

**Subtask 2.3A – Compile Base Plans of Existing Utilities**

Our base mapping work will consist of digital plans that include field-surveyed information, geodetic control, and compiled utilities. There will be an evaluation of the base mapping for potential conflicts and finalizing of the existing utility mapping. RMC will:

- prepare cover letter to utility companies, cities, and other agencies requesting system maps and as-built maps;
- meet with municipal agencies, as necessary, and contact utility companies to gather utility information, and identify roles and responsibilities regarding development of design and construction documents for the individual utilities; and
- prepare base plan showing utilities from existing data, such as maps, as-built information, and visible and surveyed locations of surface utility facilities. The existing topographic survey will serve as the basemap for this Project

***Task 2.3A Deliverables***

- List of utility agency contact information; draft and final cover letters; draft utility mapping plans; summary table of utilities' roles and responsibilities; final utility mapping plans

**Subtask 2.4A – Hazardous Material Assessment**

The RMC Team (primarily Weiss Associates) will perform Phase 1 and Phase 2 Environmental Site Assessments on the former Ford dealership property, as well as a pre-demolition asbestos and lead inspection to assist in property acquisition and developing soil handling and disposal constraints. These site assessments will include the following components:

- The Phase 1 Environmental Site Assessment will meet or exceed the minimum standards set forth in American Society for Testing and Materials (ASTM) Practice E 1527-05, and will include a records review of environmental databases for sites of potential contamination concern, a site inspection, and interviews with property owners and occupants. A draft and final report will be developed describing the findings of the assessment.
- The Phase 2 Environmental Site Assessment will be based on the findings of the Phase 1 Environmental Site Assessment and will include a Soil and Groundwater Investigation Work Plan and Health and Safety Plan, up to ten borings to the groundwater interface, groundwater samples at three locations, and perform laboratory analysis at a California-certified

environmental laboratory. Results of the analysis will be summarized in a Soil and Groundwater Investigation Summary Report.

- The Pre-demolition Asbestos and Lead Inspection will include an asbestos survey, collection of suspected materials, analysis of material samples, and preparation of a final inspection report.

#### ***Task 2.4A Deliverables***

- Draft and Final Phase 1 Site Assessment Report; Soil and Groundwater Investigation Summary Report; Final Pre-demolition Asbestos and Lead Inspection Report

### **Task 3 – Surveying and Mapping**

#### **Subtasks 3.1A and 3.1B – Supplemental Site Surveying**

RMC's surveying subconsultant will survey the site from 10<sup>th</sup> Street and include the channel improvements area downstream, and the desilting area from 8<sup>th</sup> Street to 200 ft north of the BNSF railway.

#### ***Tasks 3.1A and 3.1B Deliverables***

- Supplemental site survey (design-level)

#### **Subtask 3.2A – Right-of-Way Mapping Preparation**

RMC will prepare plats, descriptions, and record of survey. We will compile real estate takings and tract register in AutoCAD and GIS format for those impacted properties (rights of way), calculating how many acres per property would be taken and what type of real estate, such as fee or easement, it would be. We will identify and prepare plats and legal descriptions for all easements necessary to construct the project.

#### ***Task 3.2A Deliverables***

- Plats and legal descriptions for up to four (4) parcels

### **Task 4 – Geotechnical Investigations**

Hultgren-Tillis Engineers and Weiss Associates are subconsultants to RMC that will assist with the geotechnical investigations and sediment characterization work.

#### **Subtask 4.1A – Site Geotechnical Investigations**

RMC (primarily Hultgren-Tillis Engineers) will drill three (3) soil borings along the alignment with truck-mounted drilling equipment. RMC will obtain a permit from the Contra Costa County Environmental Health Department to drill and grout the borings and a permit from the District to drill on their property. RMC will drill two (2) borings within the existing vacant parking lot within the former auto dealership and one boring on the District vacant lot north of the parking lot. The borings will be logged and soil samples will be collect for further visual classification and laboratory testing. After drilling is complete, the borings will be backfilled with grout. The borings in the parking lot will be capped with 6-inches of quick set concrete. Selected soil samples will be submitted for laboratory testing. The laboratory testing program will include moisture content, dry density, mechanical sieve analysis, and Atterberg limits.

Based upon the results of the field exploration and laboratory testing, conclusions and recommendations will be made regarding the following:

- Subsurface conditions including depth to groundwater, if encountered;
- Site preparations and grading;
- Potential for liquefaction;
- Site Class and mapped acceleration parameters in accordance with CBC;
- Criteria for expansive soils, if present;
- Geotechnical criteria including allowable bearing pressures, minimum embedment depth, and lateral load capacity of subsurface materials;
- Estimated total and differential settlement; and
- Geotechnical criteria for retaining wall.

#### ***Task 4.1A Deliverables***

- Site geotechnical report including boring logs and results of laboratory testing

#### **Subtask 4.2B – Desilting Geotechnical Investigations**

Under this task, RMC (primarily Hultgren-Tillis Engineers) will collect continuous core samples of the dredge material at up to 15 locations. Hand sampling will be used to collect the cores. A lab testing program will include 25 samples submitted for laboratory testing to evaluate the gradation (ASTM D-422), moisture content (D-2216), loss on ignition (ASTM D 4378), and pore water dissolved total solids (SM 2540C/EPA 160.2) and Atterberg limits (ASTM D-4318). A letter report will be developed summarizing the core sampling investigation along with a site plan showing the location and depths of the cores.

RMC (primarily Weiss Associates) will characterize the accumulated sediment, approximately 30,000 cubic yards of material, for disposal. The following sampling strategy is proposed:

- Based on the depths of excavation stated in the Draft Initial Study for the Phase 1 excavation area, shallow sediment samples will be collected from the surface to two-foot horizon and deeper samples at a depth of approximately four feet below ground surface. A total of six four-point composite samples will be collected.
- In the Phase 2 excavation area, shallow sediment samples will be collected from the surface to four-foot horizon and deeper samples at a depth of approximately six feet below ground surface. A total of ten four-point composite samples will be collected.
- The samples will be collected at a rate of one sample per 1,500 cubic yards, which reflects the minimum number of samples accepted by Altamont Landfill to support a waste profile. Sample locations will be chosen to provide data on contaminant distribution along the creek and support decisions about waste segregation if necessary.
- To ensure that the density of sample collection meets one sample per 1,500 cubic yards of soils, three additional samples will be collected along the Phase 1 area and four additional samples will be collected along the Phase 2 areas, to account for potential volume expansion of the soil post-excavation. Samples will be collected by hand-auger.
- The plan will specify that all samples be analyzed for total petroleum hydrocarbons (diesel, gasoline and motor oil), metals (CAM 17 list), BTEX, and polychlorinated biphenyls. Constituent detected at a concentration equal to or greater than 10 times STLC or 20 times TCLP



concentrations will be re-analyzed by California WET or EPA method 1311, respectively to determine if contaminant concentrations in the samples exceed hazardous waste thresholds.

We will collect samples of the channel sediment per the approach specified in the sampling and analysis plan discussed above. The samples will be analyzed by a state-certified laboratory for metals, total petroleum hydrocarbons (TPH) as gasoline, TPH as diesel and motor oil, benzene, toluene, ethylbenzene, xylene (BTEX), and PCBs. All sample locations will be identified by a hand-held GPS.

The sampling level of effort proposed is intended to provide a general understanding of potential presence and general location of contamination in the sediments to be excavated. Additional testing may be required, depending on the final disposition of the soils (e.g., if disposal as hazardous waste required) or if localized areas of potential contamination are (e.g., staining, odors, buried debris, drums, etc.) are encountered during excavation.

The results of the sampling and analysis and recommendations will be summarized in a report. Concentrations of constituents will be compared to hazardous waste criteria and waste acceptance criteria of the receiving facility. If reported concentrations of constituents indicate that some of the sediment may require management and disposal as hazardous waste, a segregation plan will be included in the recommendations.

#### ***Task 4.2B Deliverables***

- Letter report summarizing core sampling investigation and site plan; field records and results of laboratory testing; a ten-page sampling and analysis plan, chain of custody forms; a ten-page draft and final report summarizing results of sample collection and analysis and detailing recommendations for soil handling.

### **Task 5 – Alternatives Analysis and Preliminary Design**

#### **Subtask 5.1A – Alternatives Analysis**

Based on the work performed under Task 2, RMC will confirm the most optimal design to implement, either the open channel or box culvert concept. The evaluation will be limited so that we avoid unnecessary analysis work, but ensure that we move forward with the best alternative for all project stakeholders. RMC will prepare a brief technical memorandum (TM) that includes a cost comparison of the alternatives, and a recommendation for the Project.

#### ***Task 5.1A Deliverables***

- TM documenting alternatives comparison

#### **Subtasks 5.2A and 5.2B – Preliminary Design**

RMC will develop the preliminary design criteria for various aspects of the project and prepare a preliminary design TM for each design criteria category for the City's review and approval. The TM will accomplish the following:

- Update the hydraulic model before beginning the design
- Confirm the project alternative to implement
- Discuss system functionality of the completed project

- Identify additional data gaps

#### ***Tasks 5.2A and 5.2B Deliverables***

- Draft Preliminary Design TM

#### **Task 6 – Detailed Project Design and Plans, Specifications, and Estimates (PS&E)**

RMC will prepare detailed project designs and plans, specifications and estimates (PS&E) that will meet City design standards. The PS&E will include the demolition of the existing concrete channel and inadequate culverts, channel modification designs, site revegetation plans, sediment removal volumes/cross sections, equipment access points, sediment dewatering and stockpile locations and other relevant information.

#### **Subtasks 6.1A and 6.1B – 35% PS&E Submittals**

Under this task, RMC will prepare a 35% PS&E submittal and perform services as outlined below.

- Perform design analysis to establish basis for final design of all the project elements. RMC will prepare hydraulic analysis as described in Subtask 2.2. All analyses of system hydraulics will be tied into the original hydrologic and hydraulic models for the entire system, modified as needed to reflect ongoing detailed project design and changes necessitated by environmental, and operation or maintenance considerations, other utilities, rights-of-way issues, or other issues of constructability.
- Based on the geotechnical and hazardous materials work performed in earlier tasks, RMC will identify suitable local disposal areas, perform quantity take-offs and prepare a probable estimate of cost of construction.
- After the 35% PS&E has gone through a rigorous internal QC process, RMC will submit it and present it to the City at a 35% design review workshop.

#### ***Tasks 6.1A and 6.1B Deliverables***

- Design analysis; quantity take-offs and cost estimates; draft outline of technical specifications; 35% PS&E

#### **Subtasks 6.2A and 6.2B – 65% PS&E Submittals**

Under this task, RMC will prepare a 65% PS&E submittal and perform services as outlined below.

- Prior to initiating 65% submittal package, RMC will review, respond and resolve comments from the 35% submittal. If necessary, we will meet and resolve differences to develop consensus before moving forward with the final design. We have a design review process that has been successfully used on other design projects and will be used here.
- RMC will analyze the 65% design plans for functionality and to ensure that all flood protection objectives are met. We will refine previous hydraulic modeling as necessary based on design documents. All hydraulic design elements should be “locked down” at this plan development stage.

- Traffic control phasing plans will be prepared. The Contractor will be required to submit traffic control plans to meet City standards, and the traffic control devices will conform to the current California Manual of Uniform Traffic Control Devices (CA-MUTCD) and Caltrans standards.
- RMC will perform quantity take-offs and update the engineer's estimate.
- After the 65% PS&E has gone through a rigorous internal QC process, RMC will submit it to the City. Copies of the 65% PS&E will be distributed for review by the City, District, regulatory and other governing agencies. Copies will be provided to impacted utilities and local businesses and property owners as needed.

***Tasks 6.2A and 6.2B Deliverables***

- Written responses to comments on 35% PS&E Submittal; design calculations; quantity take-offs and cost estimates; 65% PS&E

**Subtasks 6.3A and 6.3B – 95% PS&E Submittals**

Under this task, RMC will prepare a 95% PS&E submittal and perform services as outlined below. This submittal represents complete checked plans, specifications, quantities and cost estimates, ready for final City, District and other resource/regulatory agencies final review.

- Prior to initiating the 95% submittal package, RMC will review, respond and resolve comments from the 65% submittal.
- Analyze the 95% design plans for functionality and to ensure that all flood protection and Project objectives are met on a Project-wide basis. We will refine previous hydraulic modeling as necessary based on design documents.
- Prepare a Storm Water Pollution Prevention Plan (SWPPP) Report which will include short and long term construction and post construction erosion methods.
- RMC will perform quantity take-offs and update the probable estimate cost of construction.

***Tasks 6.3A and 6.3B Deliverables***

- Written responses to comments on 65% PS&E Submittal; design calculations; quantity take-offs and cost estimates; 95% PS&E

**Subtasks 6.4A and 6.4B – 100% and Final PS&E Submittals**

Under this task, RMC will prepare a 100% PS&E submittal and perform services as outlined below. This submittal represents complete checked plans and submittal of the original drawings, ready for bidding, with incorporation of changes as requested from the 95% PS&E review.

- Prior to initiating the 100% submittal package, RMC will review, respond, and resolve comments from the 95% submittal.
- Update plans and specifications by incorporating 95% review comments.
- RMC will perform final quantity take-offs and update the probable estimate of cost of construction.
- RMC will perform an internal QC process, including constructability review, on the 100% PS&E and prepare a report summarizing the findings.
- Based on the 95% PS&E, prepare and obtain construction permits from the County, City, UPRR, and any other local authorities, jurisdictions, or utilities as needed for construction permit.

Prepare and submit signature ready application for Notice of Intent (NOI) to the State Regional Board for SWPPP activities including conceptual SWPPP Report in accordance with Storm Water Quality Handbook.

- Submit 100% PS&E package.

#### ***Tasks 6.4A and 6.4B Deliverables***

- 100% PS&E; construction permit applications and permits; final review comments with responses; SWPPP; Final Technical Report and other reports including stamped structural, hydraulic and geometric quantity take-off calculations

#### **Subtasks 6.5A and 6.5B – Project As-Built Drawings**

RMC will provide the City with as-built drawings for the construction contract. We will monitor Contractor's required record drawings on a monthly basis. In addition to monitoring the Contractor's drawings, we will maintain a copy of the contract plans. RMC will attempt to include items that are not normally shown on the Contractor's set of record drawings.

#### ***Tasks 6.5A and 6.5B Deliverables***

- One set of marked up as-built drawings in addition to the Contractor's marked up set of contract drawings.

#### **Task 7 – Environmental Compliance**

##### **Subtasks 7.1A and 7.1B – Permit Acquisition**

Under this task, RMC will coordinate with the City's consultant responsible for preparing the environmental documentation for the Project.

RMC will prepare permit applications and supporting documentation for regulatory agencies including the USACE, the Regional Water Quality Control Board (RWQCB), and the California Department of Fish and Game (CDFG). We will negotiate with the aforementioned agencies and others like the Environmental Protection Agency (EPA) and U.S. Fish and Wildlife Service (USFWS) to obtain the necessary permits for construction. We assume that the following permits/approvals will be necessary:

- 404 Permit from USACE
- 401 Water Quality Certification from RWQCB
- Streambed Alteration Agreement from CDFG
- Notice of intent to obtain coverage under General Construction Permit
- Section 7 Consultation for Federal Endangered Species Compliance with USFWS
- Section 7 Consultation for State Endangered Species Compliance with CDFG
- Tree Removal Permit from City of Antioch Planning Department
- Encroachment Permit from Burlington Northern – Santa Fe Railroad.

The RMC Team (intended to be primarily Nomad Ecology) will conduct a site assessment to evaluate on-site habitat suitability, assess impacts to listed and special-status species, and perform a wetland delineation and preliminary jurisdictional determination in accordance with the USACE 1987 and 2006 Guidelines. This may require sampling field data points outside of the original project footprint,

recording data on hydrology, vegetation, and soils, and mapping data points and the extent of potential wetlands and waters of the U.S., as well as determining Waters of the State subject to CDFG and RWQCB jurisdictions.

Nomad will conduct a search of the California Natural Diversity Database and other relevant literature to ascertain that the species lists used in the biological resources report are current and complete. Nomad will update the lists to address all special-status species known from the vicinity as necessary. Following completion of the site assessment, we will update the 2009 Biological Resources Assessment and the Wetland Delineation and Preliminary Determination and submit to the USACE for verification.

***Tasks 7.1A and 7.1B Deliverables***

- Permit applications, permits; Revised Wetland Delineation and Biological Resources Assessment (to include desilting area)

**Subtasks 7.2A and 7.2B – Mitigation Monitoring and Reporting Program**

Separate from the CEQA Mitigation Monitoring and Reporting Program (MMRP) to be developed by the CEQA consultant, RMC will develop a Habitat MMRP to ensure compliance with the USACE permit and potentially other permits. Nomad will prepare the Biological Resources section of the Administrative Draft and Draft Initial Study/Mitigated Negative Declaration (IS/MND) and will ensure that the document reflects the “state-of-the-practice” methods and approaches for programmatic environmental analysis, provides accurate baseline environmental conditions and mapping that can be used in the development review process, attains a balance between development and environmental constraints, and incorporates the appropriate mitigation measures. All mitigation measures will comply with the East Contra Costa County Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP).

***Tasks 7.2A and 7.2B Deliverables***

- Habitat MMRP for permit compliance; biological resources section of the Draft IS/MND

**Subtasks 7.3A and 7.3B –CEQA Coordination**

RMC will be working very closely with the City and its environmental consultant to ensure that the Project will be CEQA compliant. We will provide all technical information necessary for the environmental consultant to prepare the project description.

***Tasks 7.3A and 7.3B Deliverables***

- Technical input for project description

**Tasks 8A and 8B – Bidding Phase Support Services**

Advertising and bidding procedures will be the responsibility of the City. RMC will assist the City during the bidding period as required by:

- Providing consultation with City staff in the interpretation of the contract documents in responding to bidders’ questions pertaining to the bid documents including signed and stamped plans and specifications. The interpretation of these items will be analyzed for a decision by the City, as to the proper procedure required.

the draft and final applications. It is possible less time would be required depending on the grant opportunity and associated requirements. Prior to completion of the grant application, during discussion of the proposed approach with City staff, RMC will provide a more detailed estimated level of effort for consideration by the City. RMC will prepare one set of draft and final grant applications for the project approved by City staff. During the grant application preparation, RMC will coordinate with City staff to obtain information and input on the approach. In addition, RMC will obtain and incorporate City staff comments on the draft and final grant applications. RMC will prepare hard copies of materials as needed both for submittal to granting agencies and to the City.

***Tasks 9.2A Deliverables***

- Grant opportunities matrix, meeting summaries, one set of draft and final grant applications

**Task 10 – Engineering Services During Construction**

**Subtasks 10.1A and 10.1B – Engineering Support**

RMC’s design team will review and respond to contractor’s submittals, Requests for Information (RFIs), issuance of contract document clarifications (CDCs), Value Engineering (VE) change proposals, and provide input on proposed change order requests and claims. The fee estimate is based on 25 contractor’s submittals; five (5) Requests for Information (RFIs), five (5) contract document clarifications (CDCs), three (3) Value Engineering (VE) change proposals, and five (5) proposed change order requests and claims. If additional engineering support is required beyond RMC’s scope and budget to address extraordinary items, RMC will meet with the City to discuss an action plan to keep the project moving forward, and scope and budget adjustments.

***Tasks 10.1A and 10.1B Deliverables***

- Submittal review comments, RFI responses, CDCs, VE responses, and change order input.

**Subtasks 10.2A and 10.2B – Pre-construction Conference**

RMC will schedule, prepare agenda, chair and take notes of the pre-construction meeting. We will outline project specifics, and inform the contractor of project administration procedures. We will invite all affected regulatory agencies, utilities, City departments and other stakeholders to attend the meeting.

***Tasks 10.2A and 10.2B Deliverables***

- Meeting agenda and summary notes



City of Antioch  
West Antioch Creek Channel Improvement Project

11/13/2012

Tasks	Labor														Total Hours	Total Labor Costs (1)	Outside Services								Subtotal	Subconsultant (2) Total	ODCs		Total Fee						
	Dave Richardson, P.E.	Steve Bui, P.E.	Jen Glynn, P.E. / Alyson Watson, P.E.	Glenn Hermanson, P.E.	Robin Cort, PhD	Chris van Lienden, P.E.	Tom Dugan, P.E., QSD	Landra Chan, CCE / Lindsey Wilcox	Assistant Planner	Assistant Engineer	CAD and GIS	Graphics	Admin.	Sub			Sub	Sub	Sub	Sub	Sub	Sub	Sub	Subtotal			ODCs	Total ODCs (3)							
	Principal-in-Charge	Project Manager	QA/QC / Funding	Design	Environmental Compliance	Hydraulic Modeling	Construction Management	Cost Estimate / Funding	Compliance Support	Design Support	Graphics and Support Team			Nomad Ecology			Walter Yep, Inc.	Hultgren - Tillis Engineers	TJC and Associates	Mark Thomas and Co.	Weiss Associates	Potholing	Biological	Permitting			Geotechnical	Structural / Electrical		Surveying	Haz Mat	Potholing	Subtotal	ODCs	Total ODCs (3)
	\$265	\$250	\$220	\$240	\$225	\$175	\$195	\$185	\$125	\$125	\$125	\$115	\$105																						
<b>Task 1: Project Management and Coordination</b>																																			
1.1A and 1.1B General Project Management	16	48		8	8																														
1.2A and 1.2B Project Schedule		14		2	2																														
1.3A and 1.3B Progress Meetings, Reports and Invoicing	8	40		8	8																														
1.4A and 1.4B Public Outreach Program	2	16																																	
<b>Subtotal Task 1:</b>	<b>26</b>	<b>118</b>	<b>0</b>	<b>18</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>20</b>	<b>30</b>	<b>268</b>	<b>\$55,440</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,350</b>	<b>\$1,485</b>	<b>\$56,925</b>			
<b>Task 2: Data Gathering and Review</b>																																			
2.1A and 2.1B Data Gathering, Review and Need for Additional Information		4		12	12																														
2.2A and 2.2B Hydrology, Hydraulics, and General Civil Design Review		2		8																															
2.3A Compile Base Plans of Existing Utilities		4		4																															
2.4A Hazardous Material Assessment		4																																	
<b>Subtotal Task 2:</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>24</b>	<b>12</b>	<b>36</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>136</b>	<b>\$24,010</b>	<b>\$0</b>	<b>\$5,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 3: Surveying and Mapping</b>																																			
3.1A and 3.1B Supplemental Site Surveying		2		8																															
3.2A Right-of-Way Mapping Preparation		8																																	
<b>Subtotal Task 3:</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>\$5,420</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$34,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 4: Geotechnical Investigations</b>																																			
4.1A Site Geotechnical Investigations		2		8																															
4.2B Desilting Geotechnical Investigations		2		2																															
<b>Subtotal Task 4:</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30</b>	<b>\$5,400</b>	<b>\$0</b>	<b>\$0</b>	<b>\$36,743</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 5: Alternatives Analysis and Preliminary Design</b>																																			
5.1A Alternatives Analysis		2		4																															
5.2A and 5.2B Preliminary Design		2		6																															
<b>Subtotal Task 5:</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>32</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>8</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>88</b>	<b>\$14,850</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 6: Detailed Project Design and Plans, Specifications, and Estimates (PS&amp;E)</b>																																			
6.1A and 6.1B 35% PS&E Submittals	1	12	20	24																															
6.2A and 6.2B 65% PS&E Submittals	1	16	30	36																															
6.3A and 6.3B 95% PS&E Submittals	1	12	20	30																															
6.4A and 6.4B 100% and Final PS&E Submittals	1	8	10	20																															
6.5A and 6.5B Project As-Built Drawings				8																															
<b>Subtotal Task 6:</b>	<b>4</b>	<b>48</b>	<b>80</b>	<b>118</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>336</b>	<b>484</b>	<b>0</b>	<b>0</b>	<b>1174</b>	<b>\$180,320</b>	<b>\$8,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 7: Environmental Compliance</b>																																			
7.1A and 7.1B Permit Acquisition	2	10			100																														
7.2A and 7.2B Mitigation Monitoring and Reporting Program		2			40																														
7.3A and 7.3B CEQA Coordination		4			40																														
<b>Subtotal Task 7:</b>	<b>2</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>8</b>	<b>422</b>	<b>\$72,710</b>	<b>\$40,000</b>	<b>\$37,137</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 8: Bidding Phase Support Services</b>																																			
8.1A and 8.1B Bidding Phase Support Services		2		6																															
<b>Subtotal Task 8:</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>24</b>	<b>0</b>	<b>4</b>	<b>64</b>	<b>\$9,540</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$984</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Task 9: DWR Coordination and Additional Grant Funding</b>																																			
9.1A DWR Coordination		12	28																																
9.2A Additional Grant Funding		12	32																																
<b>Subtotal Task 9:</b>	<b>4</b>	<b>24</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>276</b>	<b>\$51,840</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>				
<b>Task 10: Engineering Support During Construction</b>																																			
10.1A and 10.1B Engineering Support	2	8		32																															
10.2A and 10.2B Pre-construction Conference		4		4																															
<b>Subtotal Task 10:</b>	<b>2</b>	<b>12</b>	<b>0</b>	<b>36</b>	<b>0</b>	<b>40</b>	<b>12</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>162</b>	<b>\$31,010</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$19,313</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>			
<b>Not-to-Exceed (NTE) TOTAL</b>	<b>38</b>	<b>248</b>	<b>140</b>	<b>230</b>	<b>210</b>	<b>156</b>	<b>16</b>	<b>270</b>	<b>200</b>	<b>438</b>	<b>562</b>	<b>36</b>	<b>102</b>	<b>2646</b>	<b>\$450,540</b>	<b>\$49,000</b>	<b>\$42,537</b>	<b>\$36,743</b>	<b>\$56,992</b>	<b>\$34,200</b>	<b>\$113,218</b>	<b>\$6,000</b>	<b>\$339,690</b>	<b>\$373,659</b>	<b>\$7,400</b>	<b>\$8,140</b>	<b>\$832,339</b>								

1. The individual hourly rates include salary, overhead and profit.  
 2. Subconsultants will be billed at actual cost plus 10%.  
 3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.  
 4. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.

**Assumptions:**  
 1. Desilting geotechnical investigation cost is based on our best guess for the types of tests that will be needed but will be confirmed with the regulatory agencies.

**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 27, 2012**

**Prepared by:** Mindy Gentry, Senior Planner *MG*  
**Approved by:** Tina Wehrmeister, Community Development Director *TW*  
**Date:** November 20, 2012  
**Subject:** Authorization for the City Manager to Sign an Agreement with ECORP Consulting, Inc. for Preparing an Environmental Document in Compliance with CEQA for the West Antioch Creek Channel Improvements Project (PW 201-6)

**RECOMMENDATION**

Staff recommends that the City Council authorize the City Manager to enter into a contract with ECORP Consulting, to prepare an Initial Study/Mitigated Negative Declaration for the West Antioch Creek Channel Improvements Project.

**DISCUSSION**

The City and the Contra Costa County Flood Control and Water Conservation District are working together to improve a 650 foot reach of the West Antioch Creek between West Tenth Street and Eighth Street to improve flood capacity to a 25-year level of protection. The purpose of the improvements is to alleviate flooding at the intersection of West Tenth and 'O' Streets. Another component of the project is to remove silt from the drainage channel from West Eighth Street to 200 feet north of the railroad tracks.

On January 29, 2012, Requests for Proposals were sent out to environmental consulting firms for the subject project for the preparation of an environmental document. The City received four responses from Loewke Planning Associates in San Ramon, Foothill Associates in Rocklin, RMC Water and Environment in Walnut Creek and ECORP Consulting in Rocklin. A panel comprised of City and Contra Costa County Flood Control and Water Conservation District staff conducted interviews with RMC Water and Environment and ECORP. Based on the submitted proposal and the discussions conducted during the interview, the panel selected ECORP as the best qualified firm to conduct the environmental document.

Staff is requesting authorization to execute a contract with ECORP Consultants, Inc. with a budget not to exceed \$106,100. A copy of the proposal is included as Attachment "A".



**FISCAL IMPACTS**

Funding for this work will be provided from Drainage Area 55 Impact Fees.

**OPTIONS**

Decline to authorize the execution of a contract and direct staff to work with ECORP to modify the proposal or direct staff to seek alternative consulting services.

**ATTACHMENTS**

A: Scope of work and budget dated October 10, 2012

# ATTACHMENT "A"



**ECORP Consulting, Inc.**  
ENVIRONMENTAL CONSULTANTS

10 October 2012

Mindy Gentry, Senior Planner  
City of Antioch  
200 "H" Street  
Antioch, California 94531

**RE: Revised Proposal for an Initial Study and Environmental Document for the Drainage Area 55 Box Culvert and Desiltation Project on West Antioch Creek, City of Antioch, California**

Dear Ms. Gentry:

ECORP Consulting, Inc. (ECORP) is pleased to submit this revised proposal to the City of Antioch. We have revised our original proposal dated February 9, 2012 to reflect changes in the overall scope of the project. Specifically, we have revised the proposal to include evaluation of impacts associated with removing silt from the existing drainage channel from the original project site to a point approximately 200 feet north of the railroad tracks. This new project component includes approximately 3,000 feet of channel resulting in the removal of approximately 30,000 cubic yards of material and approximately 3,000 truck trips to dispose of the material. It is our understanding that geotechnical tasks identified in our original proposal will now be completed by Weiss and Associates under contract to RMC. It is also our understanding that a supplemental Biological Resource Assessment and wetland delineation for the expanded project will be prepared by Nomad under contract to RMC. Both of these studies will be peer reviewed by ECORP staff and utilized to prepare the appropriate sections of the Initial Study/Mitigated Negative Declaration.

We look forward to working with the City of Antioch on this interesting project. If you have any questions regarding this revised submittal, please do not hesitate to contact me at (916) 782-9100 or [cstabenfeldt@ecorpconsulting.com](mailto:cstabenfeldt@ecorpconsulting.com).

Sincerely,

Chris Stabenfeldt, AICP  
Senior Environmental Planner/Project Manager

Attachment(s)

Cover (Kate)

1. Cover Letter
2. Introduction
3. Consultant Team
4. Scope of Work
5. Project Schedule
6. Related Experience and References – 3 references with numbers/email address
7. Project Budget
8. Availability
9. City's Consultant Contract – reviewed by TC/HVF, comments

**CONTENTS**

**Revised Proposal to Prepare an  
Initial Study and Environmental Document for the  
Drainage Area 55 Box Culvert and Desiltation Project  
on West Antioch Creek, , City of Antioch, California**

**INTRODUCTION ..... 1**  
**PROJECT UNDERSTANDING ..... 4**  
**CONSULTANT TEAM ..... 6**  
**SCOPE OF WORK ..... 9**  
**PROJECT SCHEDULE ..... 16**  
**RELATED EXPERIENCE AND REFERENCES ..... 17**  
**PROJECT BUDGET ..... 20**  
**AVAILABILITY ..... 21**  
**CITY’S CONSULTANT CONTRACT ..... 21**

**LIST OF ATTACHMENTS**

- Attachment A – Resumes of Key Personnel
- Attachment B – City’s Consultant Contract Proposed Modifications

## **INTRODUCTION**

ECORP Consulting, Inc. (ECORP) has assembled a highly-qualified team to successfully complete the environmental documentation for the Drainage Area 55 Box Culvert project. ECORP will provide the majority of services, including project management, CEQA documentation, biological resources services, cultural resources services, hydrology and water quality, land use/planning, utilities and service systems, and cumulative impacts analyses. We have also included our long time partners KD Anderson & Associates, Inc., and Bollard Acoustical Consultants, Inc., to address air quality and noise issues, respectively. Corporate qualifications for our team are provided below.



ECORP has assisted public agencies and private landowners with biological, cultural, and environmental regulation compliance since 1987. ECORP provides a wide variety of services, from initial baseline biological, cultural resources, and environmental studies, through environmental planning and review. ECORP also provides regulatory permit negotiation through acting as a liaison with resource agencies, as well as, mitigation design, construction supervision, and monitoring and compliance reporting. ECORP is a California-certified Small Business Enterprise and corporation with four offices throughout California: Sacramento Area (Rocklin – corporate headquarters), Orange County (Santa Ana), Inland Empire (Redlands), and San Diego Region (San Diego).

ECORP's over 100 employees represent an experienced team of environmental planners, biologists (terrestrial and aquatic), wetland specialists, landscape architects, engineers, hydrologists, archaeologists, and Geographic Information Systems (GIS) specialists. ECORP has established professional working relationships with federal and state regulatory agencies, based on technical excellence and a thorough understanding of regulatory processes. We are experienced with the California Fish and Game Code (CFGF), Section 1600; the regulatory requirements of the federal Clean Water Act (CWA), Sections 401, 402, and 404; the National Environmental Policy Act (NEPA); Caltrans Local Assistance Procedures Manual (LAPM) the National Historic Preservation Act (NHPA), Sections 106 and 110; the federal Endangered Species Act (ESA), Sections 7 and 10; National Pollution Discharge Elimination System regulations (NPDES); California Environmental Quality Act (CEQA); and the California Endangered Species Act (CESA).

The ECORP team's combination of small business efficiency, technical expertise, experience with local agency procedures and state and federal environmental regulatory and local knowledge will ensure that environmental and permitting requirements will be completed in a time- and cost-efficient manner, while remaining legally-defensible. ECORP provides comprehensive management of environmental impact documentation for a wide range of projects, including flood control improvements. Staff project managers can provide agencies with the expertise to determine the appropriate CEQA document for each project. After the appropriate document has been determined, either by the agency or with assistance from ECORP, we can provide management and analysis services to complete all levels of CEQA documentation, from Categorical or Statutory Exemptions to Environmental Impact Reports. We can also prepare supporting documentation, such as CEQA Notices, Findings, and Statements of Overriding Considerations.

A partial list of our environmental services is provided on the following page:

### **NEPA and CEQA Documentation**

- Preliminary Project Assessments/Constraints Analyses
- CEQA Review and Compliance (Categorical Exemptions, Initial Studies, Mitigated Negative Declarations, Environmental Impact Reports, CEQA Plus)
- NEPA Review and Compliance (Categorical Exclusions, Environmental Assessments, Environmental Impact Studies)
- Third-Party Review of Applicant-Prepared Documents
- Public Participation, Including English-Spanish Translation of Public Notices and Public Information Materials
- Environmental Justice

### **Biological Resources**

- Threatened, Endangered, and Special-Status Species Surveys and Permitting
- Special-Status Species Surveys
- Terrestrial, Amphibian and Aquatic Surveys and Habitat Assessments
- Amphibian Ecology
- Botanical Services
- Bat Surveys and Bat Exclusion Management
- Benthic Macroinvertebrate Bioassessment Studies (Including CDFG-Approved In-House Lab)
- Implementation of Natural Communities Conservation Plans (NCCPs) and Multiple Species Conservation Plans (MSHCPs)
- Agency Consultation

### **Cultural Resources**

- Cultural Resources Management
- Archaeological Services
- Cultural Resources Consultation and Agreement Documents
- Native American Consultation
- Memoranda of Agreement/Programmatic Agreements
- Geoarchaeology

### **Restoration, Permitting and Land Management**

- Wetland Assessment and Delineation
- Environmental Permit Acquisitions
- Federal Energy Regulatory Commission Licensing Support

- Mitigation and Compensation Planning
- Mitigation Banking
- Habitat Restoration, Planning, Design, and Construction
- Open Space Management
- Storm Water Quality Management

### **Restoration, Permitting and Land Management**

- Wetland Assessment and Delineation
- Environmental Permit Acquisitions
- Federal Energy Regulatory Commission Licensing Support
- Mitigation and Compensation Planning
- Mitigation Banking
- Habitat Restoration, Planning, Design, and Construction
- Open Space Management
- Storm Water Quality Management

### **Sustainable Landscape Design**

- Constructed Treatment Wetlands
- Native Habitat Interpretive Centers
- Hiking/Equestrian/Bike Trail Design
- Sustainable Demonstration Gardens
- City, County and Regional Park Design

### **Technical Drafting, Geographic Information Systems and Computer-based Cartography**

- Project-Specific and Regional Resource Mapping Services
- GIS - Spatial Analysis
- LIDAR Data Acquisition and Analysis
- Image Processing and Land Cover Analysis
- Computer-Based Cartography

### **Water Resources**

- Fluvial Geomorphology and Hydrology
- Stream Restoration and Surveys
- Stream Gaging and Related Services
- Water Resources Management
- Watershed Planning and Management

### **Construction Monitoring**

- Mitigation Development/Monitoring
- Pre-Construction Surveys
- Biological Resources Monitoring
- Cultural Resources Monitoring
- Coordination with Native American Monitors
- English-Spanish Translation of Worker Education Materials



**Bollard Acoustical Consultants, Inc. (BAC)** provides advanced noise and vibration consulting services. Such services include the preparation of environmental noise and vibration assessments for traffic, aircraft, railroad, and industry noise sources; and architectural acoustics assessments for school, commercial/office, residential, performing arts, and worship spaces. BAC prepares environmental studies for residential developments of all sizes, ranging from individual lot splits to large master-planned communities. BAC is proficient in both CEQA and NEPA compliance, and served as sub-consultants to many planning firms in the preparation of EIR's and EIS's. BAC also provides services to City and County agencies in the form of General Plan Noise Element and Municipal Code Noise Ordinance updates, and often provides planning staff training regarding acoustics.

*KD Anderson & Associates, Inc.*  
Transportation Engineers

---

**KD Anderson & Associates, Inc. (KDA)** staff has experience analyzing the air quality effects of land use development and infrastructure projects throughout the state, focusing on Northern and Central California. The key aspects of the air quality analysis will be the assessment of short-term construction-related emissions and long-term mobile source emissions. The staff has 32 years of experience assessing construction-related emissions, mobile source emissions, and federal air quality conformity, using both industry-standard analysis approaches and analysis approaches developed specifically for individual projects. The staff is also proficient in analyzing the recent topic of greenhouse gases (GHG), applying software tools and developing mitigation measures.

## PROJECT UNDERSTANDING

Figure 1. Canal, south of 10<sup>th</sup> Street, view north.



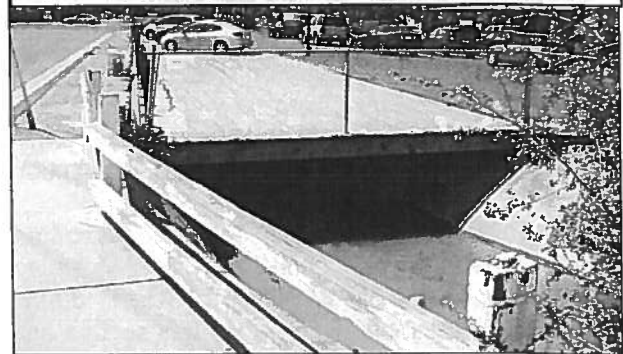
The Contra Costa County Flood Control and Water Conservation District (FC District) and the City of Antioch propose to improve a 650 foot reach of West Antioch Creek between West 10<sup>th</sup> Street and 8<sup>th</sup> Street in the City of Antioch to improve its flood capacity to a 25-year level of protection. The purpose of the project is to alleviate flooding of the intersection of O Street and 10th Street, which is caused by an undersized ditch segment.

Three alternatives to replace these facilities were initially proposed. In all three options, the existing concrete-lined ditch, culvert, and wood-plank decking will ultimately be removed or filled in, and the new

alignment will eliminate the nearly 90-degree bends in the existing channel. After carrying out preliminary environmental studies, including a cultural resources inventory (prepared by ECORP 2010), wetland delineation, biological resources assessment, and Phase I Environmental Site Assessment (prepared by Ninyo and Moore 2007), a preferred alignment was selected and presented in the RFP.

Subsequent discussions with regulatory agencies, including the Corp of Engineers, lead to selection of the open channel alternative as the preferred alternative. This alternative involves the replacement of approximately 350 feet of the existing undersized concrete lined ditch with a quadruple box culvert transitioning into an open channel for the remaining 300 feet before it ties into the existing larger channel to the north. This alternative will require acquisition of the former ford dealership. This alternative will require the removal of the modern carport at the apartment complex; however, there will be no impacts to the apartment buildings. The alternative that proposed replacement of approximately 650 feet of undersized concrete lined ditch with a quadruple box culvert will also be considered as part of the analysis. Since circulation of the original Request for Proposals, the City of Antioch, in consultation with the Contra Costa County Flood Control and Water Conservation District has expanded the project to include evaluation of impacts associated with removing silt from the existing drainage channel from the original project site to a point approximately 200 feet north of the railroad tracks. This new project component includes approximately 3,000 feet of channel resulting in the removal of approximately 30,000 cubic yards of material and approximately 3,000 truck trips to dispose of the material.

Figure 2. Wooden boardwalk covering canal along car dealership property; view south towards 10th Street, with O Street at left.



Under our existing on-call environmental consulting services Master Agreement with the Contra Costa County Public Works Department, ECORP carried out a cultural resources inventory and evaluation for the proposed project in 2010. As part of that effort, ECORP conducted a pedestrian survey of the project area, archival research, and consultation for the project. The only cultural resource that will be affected by the project is the West Antioch Creek Canal, which was evaluated as not significant and is not a historical resource for the purpose of CEQA. Therefore, the project, as currently proposed, would not trigger an Environmental Impact Report under CEQA due to cultural resources issues.



Based on information contained in the Request for Proposals (RFP), our knowledge of site conditions and review of the technical studies previously prepared for the project we concur with the determination of key issues as described on Page 3 of the RFP. Specifically, the initial study will focus on the following key issues:

- **Biological Resources**– Evaluation of impacts associated with construction of improvements, desiltation of 3,000 feet of the existing channel and long term impacts on resources following completion utilizing existing documentation to the greatest extent possible.
- **Cultural Resources**–Evaluation of potential impacts to cultural resources including survey of expanded project area (not considered significant based on previous survey work).

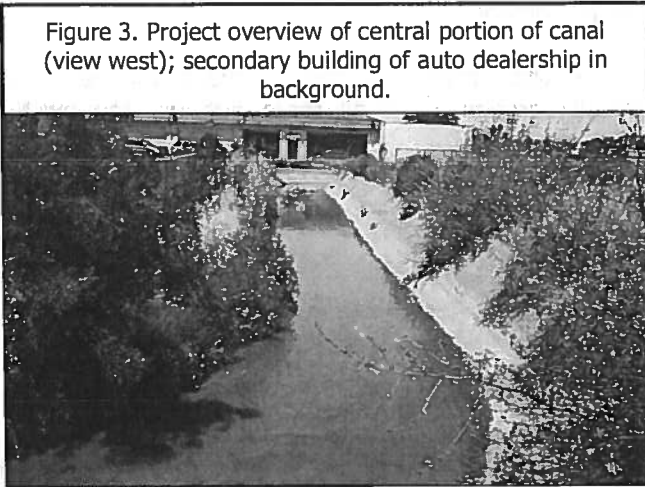


Figure 3. Project overview of central portion of canal (view west); secondary building of auto dealership in background.

- **Geology and Soils**–Incorporate findings of a geotechnical report to determine if there are site conditions that would impact installation and operation of improvements.
- **Hydrology and Water Quality**– Evaluate construction related water quality concerns and identify Best Management Practices (BMPs) to address those concerns. Consider pre- and post- construction water runoff treatment options prior to discharge.
- **Air Quality**– Quantify construction emissions and greenhouse gas contributions.
- **Land Use/Planning**– Identify

potential impacts on existing development in the project area including future uses. Determine consistency of project with the Antioch General Plan.

- **Noise**– Conduct noise study to determine if the project would impact nearby sensitive receptors during construction and desiltation operations.
- **Traffic**– Consider impacts associated with construction activities including closure of West 10<sup>th</sup> Street during installation of culvert in this section and impacts associated with truck trips required to dispose of silt.
- **Utilities and Service Systems**– Evaluate potential impacts on utility and service infrastructure.

Figure 4. View of unlined channel north of Project Area (view south), with apartment complex at left.



## CONSULTANT TEAM

Project specific roles of each key team members are detailed below. Resumes of Key Personnel are provided in Attachment A.



**Chris D. Stabenfeldt, AICP, Project Manager.** Mr. Stabenfeldt is a certified planner, team and project manager and environmental analyst with over 27 years of professional environmental and planning consulting experience. He has served in a broad range of roles including group manager, office manager, director of business development, and project manager. He has managed comprehensive and complex environmental documents and planning projects for public agencies and private sector clients including documentation and related compliance activities under NEPA and CEQA throughout the west. He has a strong multidisciplinary background and has conducted technical studies in noise, air quality, geology, hydrology, infrastructure analysis, and land use policy assessment. Mr. Stabenfeldt has a strong working knowledge of CEQA compliance associated with analysis of infrastructure improvements including flood control, water, wastewater and transportation projects.

**Jesus "Freddie" Olmos, Senior Environmental Analyst.** Mr. Olmos' professional experience involves CEQA and NEPA analysis and document preparation for government agencies and private clients. He prepared and managed a variety of environmental documents, including Initial Studies/Negative Declarations (ISs/NDs), Mitigated Negative Declarations (MNDs), Environmental Impact Reports (EIRs), Environmental Impact Statements (EISs), Supplemental EISs, Environmental Assessments (EAs), and Findings of No Significant Impact (FONSIs). While his experience focuses on environmental report writing and permit preparation, he also has experience with biological resources monitoring and surveying for public facilities construction and research projects. Mr. Olmos is experienced in the bilingual English-Spanish translation of notices, documents, and handouts for CEQA and biological/cultural resources projects.

**Thomas B. Scofield, Senior Biologist/Project Manager.** Thomas Scofield has over 22 years of professional experience working as a consultant to both public agencies and the private sector, and has served as project manager and principal biologist for permitting and environmental assessment projects. He has conducted wildlife studies for a variety of avian, mammalian, reptilian, amphibian, invertebrate, and fish species, including numerous studies involving federally and/or State-listed threatened and endangered wildlife species. Mr. Scofield has conducted numerous biological resource investigations, habitat assessments, and jurisdictional wetland delineations for proposed projects. He has conducted vegetative typing studies in a wide variety of habitat types including riparian, tidal marsh/estuarine, freshwater marsh, and multiple upland plant communities in support of documenting on-site habitats and developing detailed databases and maps in GIS/ArcView layers for a variety of project applications.

Mr. Scofield has conducted studies and developed permits to meet the regulatory requirements of the federal CWA (Sections 404 and 401), the federal ESA (Section 7), the California State ESA (2050-2068), and the CDGC Section 1602 governing activities that may affect fish and wildlife habitats associated with streams and lakes. He has developed several Biological Assessments per the USFWS and NOAA/NMFS guidelines and has worked on a variety of CEQA and/or NEPA documents including numerous MNDs, EIRs, EISs, and EAs. As such, Mr. Scofield has provided technical support for and developed detailed biological impact assessments and mitigation plans.

**Lisa Westwood, RPA, Cultural Resources Manager.** Lisa Westwood is a Registered Professional Archaeologist with over 17 years of cultural resource management, contract archaeology, museum curation, and teaching experience in northern and central California, southern Utah, New Mexico, and the Midwest. She exceeds the Secretary of the Interior's Professional Qualifications Standards for prehistoric

and historical archaeologist, holding a B.A. degree in Anthropology and an M.A. degree in Anthropology (Archaeology). She has designed, supervised, or participated in dozens of survey, testing, and data recovery excavations, has recorded and mapped hundreds of prehistoric and historical sites, and has cataloged, identified, and curated hundreds of thousands of artifacts. Her technical areas of expertise include advanced Section 106 compliance and consultation, preparation and negotiation of agency agreement documents, human bone (osteological) identification and analysis, Ancestral Puebloan archaeology, and lithic debitage identification.

She has conducted evaluations of cultural resources for eligibility to the National Register of Historic Places and California Register of Historical Resources and is well versed in impact assessment and development of mitigation measures for CEQA and Section 106 (NHPA) projects. Her previous experience as a CEQA/NEPA project manager gives her a broader perspective of regulatory compliance issues. She is the sole, co-, or contributing author to nearly 150 cultural resources technical reports, research designs, and cultural resource management plans. She has written, contributed to, edited, and reviewed a variety of environmental compliance documents including Initial Studies, EAs, EISs, and EIRs. She served as the Principal Investigator for the Cultural Resources Inventory and Evaluation report prepared for this project, under an on-call contract with Contra Costa County Department of Public Works.

***William T. Christner Jr., Ph.D., Fluvial Geomorphologist/Soil Specialist.*** Dr. Christner is a project manager who specializes in fluvial geomorphology. As a Project Manager at ECORP he oversees complex environmental projects. He works with regulatory and permitting specialists and coordinates the data collection required to secure local, state and federal entitlements. As a Fluvial Geomorphologist he assesses the erosion potential of proposed land use changes on rivers and streams and uses field survey data to assess the current geomorphic state of river/stream systems. He also determines the potential hydro-geomorphic change to the morphology of the stream/river channel due to any proposed land use change. The hydro-geomorphic assessment combines hydrologic modeling with soil data, slope, vegetative cover, and meteorological data to determine erosion potential. Dr. Christner works closely with ECORP's Aquatic Biologists to evaluate the physiological constraints regarding fish habitat and/or passage. He has complemented his education with additional training in ecological systems, sediment transport, and river mechanics.

Dr. Christner is experienced in water quality analysis, discharge measurement techniques, hydric/wetland soil delineation, soil analysis, and statistical analysis. Additionally, Dr. Christner has developed and taught several college-level courses in fluvial geomorphology, water quality, watershed science, hydrology, and soils.

***Holly McClure, Senior Environmental Specialist.*** Ms. McClure has over eight years of experience working in the environmental field. As an Environmental Specialist for ECORP, she manages the Storm Water Pollution Prevention Section of the Regulatory Permitting Department. Ms. McClure is a Certified Professional in Erosion and Sediment Control (CPESC). She designs SWPPP documents and conducts site assessments for compliance with the NPDES Construction General Permit. She has experience in SWPPP implementation and monitoring, storm water management planning, as well as water quality sampling and analysis. She also has experience obtaining required permits for compliance with U.S. Army Corps of Engineers CWA Section 404; California Regional Water Quality Control Board CWA Section 401 Certification; U.S. Fish and Wildlife Service and California Department of Fish and Game Streambed Alteration Agreements. As a biologist for ECORP, Ms. McClure conducts vernal pool, rare plant and other Special Status Species surveys.



**Paul Bollard, Acoustical Consultant.** Mr. Bollard has a degree in Mechanical Engineering, 25 years experience as an acoustical consultant, and is a Board Certified Member of the Institute of Noise Control Engineers (INCE). Mr. Bollard is joined by Mr. Jonathan Lopez as a Consultant and Christine Hamberger, Office Manager. Together, the staff comprises more than 35 years of experience in providing acoustical consulting services.

*K.D. Anderson & Associates, Inc.*  
Transportation Engineers

---

**Wayne Shijo, Air Quality Specialist.** Mr. Shijo has 33 years of experience providing air quality and global climate change analysis services to public agencies and private clients throughout the west coast, focusing on the Northern and Central California. The vast majority of these analyses have been prepared for inclusion in CEQA and NEPA environmental compliance documents.

## SCOPE OF WORK

The City of Antioch (City) is seeking a consultant experienced in preparing CEQA compliant environmental documentation for a flood reduction project, which consists of the replacement of an undersized concrete ditch within West Antioch Creek between Tenth and approximately Eighth Street at "O" Street and removal of silt from 3,000 feet of channel extending from the limits of the flood reduction project to approximately 200 feet north of the railroad tracks. The City has requested a scope of work and cost estimate for an Initial Study and preparation/peer review of technical studies to address impacts related to biological resources, cultural resources, geology and soils, hydrology and water quality, air quality, land use/planning, noise, traffic, utilities and service systems, and Cumulative Impacts studies. Based on our knowledge of the project area and our technical expertise, we have assumed that an MND will be the appropriate CEQA document. If an EIR is required, a separate scope of work and cost estimate will be provided to the City. Provided below is our proposed approach to completing this assignment.

### Task 1 – Kickoff Meeting

The ECORP CEQA manager and regulatory permitting specialist will attend a kickoff meeting with the City, Contra Costa County Flood Control and Water Conservation District, and RMC. We have assumed we will receive copies of any previously-prepared technical reports, plans, and other project information at this meeting, including electronic versions. If desired, we can participate in a site visit.

#### Task 1 Deliverables:

- None

### Task 2 – CEQA Documentation

#### **Task 2A – Peer Review of Existing Studies and Preparation of Technical Studies**

ECORP has completed an initial review of the Draft Biological Resources Assessment, Draft Wetland Delineation and Phase 1 Environmental Site Assessment prepared for the project. We will provide a peer review of the documents to determine if they are adequate to address issues in the relevant sections of the Initial Study. Our proposal assumes that the additional Biological Resource Assessment and Geotechnical Study required for the project will be conducted under contract to RMC and that the information will be made available to ECORP for peer review and incorporation into the document. It is assumed that no additional research or analysis will be required. Provided below is the scope of work for technical studies to be completed in support of the Initial Study.

#### **Air Quality Analysis**

KDA will prepare an analysis of the air quality effects of the Drainage Area 55 Box Culvert (DA 55) project. The analysis will include both criteria pollutant emissions, and greenhouse gases (GHG) emissions associated with global climate change. KDA will conduct the analysis in support of a CEQA mitigated negative declaration (MND) for the proposed project. The following is a description of our scope of work and cost estimate to complete the analysis.

#### **Introduction**

KDA will conduct the air quality analysis using approaches described in the Bay Area Air Quality Management District (BAAQMD) *California Environmental Quality Act Air Quality Guidelines* (Updated May 2011).

Based on a review of the January 19, 2012 City of Antioch *Request for Proposals to Prepare an Initial Study and a Subsequent Environmental Document for the Drainage Area 55 Box Culvert at "O" and 10<sup>th</sup> Streets* (RFP), KDA proposes to analyze short-term construction-related emissions, and long-term

operational emissions. Based on information provided by ECORP Consulting, the description provided in the RFP has been augmented to include desiltation of the existing drainage channel from the original project site to a point approximately 200 feet north of the railroad tracks. The desiltation area is approximately 3,000 feet long. The desiltation process would result in approximately 30,000 cubic yards of material removed, and approximately 3,000 truck trips.

#### Construction-Related Emissions

Consistent with methods specified in the BAAQMD *California Environmental Quality Act Air Quality Guidelines*, KDA will quantify short-term construction-related emissions using the Roadway Construction Emissions Model. KDA will quantify the following types of construction-related emissions:

- reactive organic gases (ROG),
- nitrogen oxides (NO<sub>x</sub>),
- inhalable particulate matter less than 10 micrometers in diameter (PM<sub>10</sub>),
- fine particulate matter less than 2.5 micrometers in diameter (PM<sub>2.5</sub>), and
- carbon dioxide (CO<sub>2</sub>).

CO<sub>2</sub> will be used as an indicator emission for GHG emissions.

For criteria pollutant emissions (i.e., ROG, NO<sub>x</sub>, PM<sub>10</sub>, and PM<sub>2.5</sub>), the significance of construction-related emissions will be determined using significance thresholds presented in the BAAQMD *California Environmental Quality Act Air Quality Guidelines*.

As noted in the Guidelines, the BAAQMD does not have adopted quantitative significance thresholds for construction-related GHG emissions. Nevertheless, the Guidelines notes construction-related GHG emissions should be quantified and disclosed.

As noted above, the DA 55 project would involve a substantial amount of earthmoving. This proposal assumes KDA will be provided with an estimate of the schedule of earthmoving, as well as other construction activities (i.e., schedule of construction activities, overall project acreage, and acreage of soil disturbance).

#### Operational Emissions

Our understanding is the DA 55 project would not have an effect on long-term operational traffic and, therefore, would not have a long-term operational effect on air quality. KDA will document this in the air quality study.

#### Deliverables:

KDA will prepare a draft air quality technical study presenting the results of the criteria pollutant and GHG emissions analysis. The draft study will be submitted for review and comments by the project team. The air quality technical study will present:

- background information on air quality and GHG emissions,
- existing air quality and GHG conditions,
- project-related air quality and GHG impacts, and
- recommended mitigation measures.

The air quality technical study will document the assumptions and methods used in the air quality and GHG analysis. Roadway Construction Emissions Model output reports will be enclosed as appendices to the air quality technical study.

KDA will prepare a final air quality technical study, responding to comments on the draft study. This scope of work and cost estimate assumes KDA will receive one consolidated set of comments on the draft study, and also assumes no new analysis will be needed to respond to comments on the draft study.

## **Noise**

### **Setting – Noise Criteria**

Bollard Acoustical Consultants (BAC) will identify the noise level standards contained within the City of Antioch General Plan Noise Element, as well as any other germane state or federal noise standards.

### **Setting – Existing Noise Environment**

BAC will quantify existing ambient noise levels through continuous and/or short-term noise monitoring near existing noise-sensitive receptors in the immediate project vicinity. Based upon our preliminary review of the project study area, we envision monitoring at approximately 2-3 locations. All noise level monitoring will be conducted using state of the art sound level measurement instrumentation which is certified to conform with City of Antioch requirements.

### **Impacts and Mitigation Measures:**

BAC will quantify construction noise levels at all the existing receivers in the project vicinity using accepted construction noise modeling algorithms. BAC will also evaluate the noise generated from approximately 3,000 truck trips due to desiltation of the existing drainage channel. If noise impacts associated with temporary construction are identified at sensitive receptors, noise mitigation measures will be developed to mitigate said impacts to a level of insignificance.

### **Preparation of a Written Report**

BAC will provide a written report for this project. The report will contain the results of each previous task in the above-described scope of work, as well as graphics showing noise measurement locations and potential noise mitigation locations as appropriate. The report will be provided as a stand-alone construction noise technical report using BAC's standard format.

## **Cultural Resources**

Initially, this project is being carried out in accordance with the requirements of CEQA. As the project approval process shifts from CEQA compliance to agency permitting, there is a possibility that a Section 404 CWA from the Sacramento District of the US Army Corps of Engineers will be required. As such, the project would also be subject to Section 106 of the NHPA. The goal of NHPA and CEQA is to develop and maintain a high-quality environment that serves to identify the significant environmental effects of the actions of a proposed project and to either avoid or mitigate those significant effects where feasible. NHPA and CEQA (Title 14, CCR, Article 5, Section 15064.5) apply to cultural resources of the historical and prehistoric periods. Any project with an effect that may cause a substantial adverse change in the significance of a cultural resource, either directly or indirectly, is a project that may have a significant effect on the environment. As a result, such a project would require avoidance or mitigation of impacts to those affected resources. Significant cultural resources must meet at least one of four criteria that define eligibility for listing on either the California Register of Historical Resources (CRHR) (Pub. Res. Code § 5024.1, Title 14 CCR, Section 4852) or the National Register of Historic Places (NRHP) (36 CFR 60.4). Cultural resources eligible for listing on the NRHP are automatically eligible for the CRHR.

In anticipation of the need for compliance with both CEQA and Section 106, ECORP prepared the cultural resources inventory and evaluation report for the initial elements of this project to be co-compliant with both contexts. Furthermore, because demolition of a historically significant structure cannot be mitigated to a level that is less than significant without an EIR and Statement of Overriding Considerations, it is critical to assess the potential for impacts to significant architectural resources as part of the inventory. Only two architectural structures will be impacted by the project: a carport behind the apartment building

and a secondary automotive building associated with the Ford Dealership. Both structures have been determined to be recent and do not meet the significance criteria, and therefore, are not historical resources as defined by CEQA. The findings of the previous study will be summarized. In order to implement the preferred alternative, the former Ford Dealership building would need to be demolished. According to the County assessor's records, the main building of the former Ford Dealership was constructed in 1962. Consequently the building is over 50 years of age and must be evaluated for significance by an architectural historian.

A qualified architectural historian will carry out an architectural history screening of the Ford Dealership building to determine whether or not a full evaluation of significance is required. The architectural historian will review available records and documentation on the structures and will carry out a field visit. A brief technical report will be prepared. If the architectural historian can make an evaluation of significance based on the screening, then the results will be communicated in the technical report. If additional archival research and more thorough analysis is required in order to make a legally-defensible evaluation of significance, then a contract change order would be required.

ECORP will conduct an updated records search and pedestrian survey of the additional 3,000 linear feet of the creek north of the original project area to a point approximately 200 feet north of the railroad tracks. ECORP will prepare a brief letter report addendum to supplement the previously prepared inventory and evaluation report. ECORP assumes no cultural resources will be observed within the additional alignment.

ECORP will use the previously prepared cultural resources inventory and evaluation report for the current project (ECORP 2010) to develop the cultural resources section of the CEQA document. This will include a brief discussion of the historical and regulatory contexts, as well as a discussion of the cultural resources identified or eliminated as significant resources. ECORP will provide mitigation measures for the management of unanticipated discoveries that could be encountered during project construction activities.

### **Biological Resources**

ECORP will conduct a peer review of existing biological documents pertaining to the project (i.e, the 2009 Draft Wetland Delineation Report, the 2010 Wetland Verification and Corp determinations, and the 2009 Draft Biological Resources Assessment Report prepared by Nomad Ecology) and additional work to be completed by Nomad Ecology under contract to RMC to address the portion of the channel that will be subject to desiltation, to identify any potential data gaps and assess whether any additional surveys may be necessary to support the IS/MND. ECORP will also conduct a pedestrian field survey to assess the general extent of vegetation communities and potential habitat for special-status aquatic and terrestrial species to support the findings in the IS/MND.

Using the available technical reports prepared for the project (i.e, the 2009 Draft Wetland Delineation Report, the 2010 Wetland Verification and Corp determinations, and the 2009 Draft Biological Resources Assessment Report and the supplemental studies to be prepared by Nomad Ecology), ECORP will prepare the biological resources section of the Draft IS/MND, which will provide an overview of previous studies pertaining to biological resources, the regulatory context, a discussion of potential impacts on biological resources from project activities, and development of appropriate mitigation measures.

### **Hydrology and Water Quality**

Hydrology and water quality will be assessed through a review of the following documents:

- design specifications and construction drawings
- stormwater pollution prevention plan (SWPPP), and



- estimates of channel hydrology based on channel geometry.

Key project issues are expected to be water quality related. The project will provide greater conveyance capacity, therefore, the flooding hazard will be reduced. Water quality issues for the proposed project related to the erosion potential of the streambank due to excessive shear forces, and the erosion of soil material during and following construction. The proposed new channel alignment indicates the flow path of the culvert will meander north, northwest until the culvert meets the existing open channel at 8<sup>th</sup> Street. Additionally, the City has identified earlier transition to an open channel as the preferred alternative. Both alternatives will be evaluated. The potential for erosion of the channel banks (east and west side) poses a water quality issue in West Antioch Creek downstream of the project site and also to the Sherman Island Waterfowl Management Area. Loss of channel bank material could result in increased levels of suspended sediment in West Antioch Creek. The erosion of soil material during, and immediately following, construction activities also creates a potential water quality issue. Recently disturbed soil is readily erodible and poses a potential threat to aquatic organisms. The proposed desiltation component of the project will further increase the potential to introduce additional sources of suspended sediment in West Antioch Creek.

ECORP will review the proposed restoration plans and best management practices (BMPs) prescribed for the project to evaluate the potential water quality issues associated with construction and reclamation of the project site. This includes a review of the SWPPP, construction plans, and reclamation approach (planting plan, erosion control measures, etc.), if available. If these documents are not available, ECORP will make recommendations for Best Management Practices based on site conditions. ECORP will evaluate the shear strength of the proposed erosion control blanketing in relation to the projected shear forces of the newly aligned channel. ECORP will evaluate the potential of the proposed Erosion Control Plans (ECP) to provide the necessary protection to keep soil and sediment from eroding or make recommendations in the form of mitigation measures if the ECP are not available. ECORP will also evaluate the proposed reclamation plan for the project site including the planting plan, soil amendments (if any), and irrigation plan. These sources will provide information necessary to evaluate the project's potential to control soil erosion and develop a vegetative soil cover that will reduce erosion potential and help secure the soil of the newly reclaimed site. If these documents are not available, ECORP will make recommendations in the form of mitigation for erosion control.

ECORP will also review the project construction plan set to determine the channel geometry. Channel/culvert characteristics will be estimated for cross-sectional area, slope, and roughness. Channel discharge, velocity, and roughness will be estimated based on culvert geometry. These resources will provide information regarding the potential in-stream velocities following project completion. Shear stress estimates will be based on the anticipated in-stream velocities.

### **Other Issues**

ECORP will also evaluate the following key issues during preparation of technical supporting documentation for the IS/MND

- **Land Use/Planning**—ECORP staff will identify potential impacts on existing development in the project area including future uses. We will also determine the consistency of project with the Antioch General Plan.
- **Traffic**— ECORP staff will evaluate impacts associated with construction activities including closure of West 10<sup>th</sup> Street during installation of culvert in this section. In addition, ECORP will evaluate the potential impacts associated with removal and disposal of material from the desiltation effort. Appropriate traffic management strategies will be provided as mitigation.
- **Geology/Hazards**— RMC will be contracting with Weiss and Associates to prepare a geotechnical evaluation and hazards assessment for the project. The findings of the study will be incorporated into the appropriate sections of the IS/MND. Issues to be addressed include contamination of soil in the vicinity of a previously removed fuel tank at the former Ford

dealership, geotechnical considerations for installation of the culvert and an evaluation of the composition of the material to be excavated to determine if there will be restrictions on where the material can be disposed.

- **Utilities and Service Systems**—ECORP staff will evaluate potential impacts on utility and service infrastructure.

**Task 2A Deliverables:**

- Five (5) hard copies and one (1) electronic copy of Draft Technical Studies
- Five (5) hard copies and one (1) electronic copy of Final Technical Studies

**Task 2B – Administrative Draft and Draft Initial Study/Mitigated Negative Declaration**

Using the project-specific information provided by the City and County, technical reports prepared for the project as described above, and other reference material, ECORP will complete the CEQA Initial Study (IS) checklist using the format in the CEQA Guidelines Appendix G. ECORP, in close coordination with RMC, will prepare a description of the project including the location of the project area (including a project map); a brief description of the environmental setting; a description of all aspects of the project including specific improvements proposed, staging areas, construction scheduling and proposed routes for trucks and potential disposal options. Based on the specific characteristics of the project, ECORP will identify environmental effects using the above-referenced checklist format; provide substantiation of the checklist entries; and a list of references and preparers. ECORP will identify mitigation measures (if required) that can be developed using existing data. The site-specific studies prepared for the project (described above) will identify the potential for significant impacts and will identify mitigation measures.

This scope of work assumes that an MND will be the appropriate environmental document. ECORP will prepare the MND for the project. This document will include the project description, project location, identification of the project proponent, a list of the mitigation measures, and the proposed finding of no significant effect.

ECORP will prepare an Administrative Draft Initial Study. After review and receipt of comments from the City of Antioch, RMC and the Contra Coast Flood Control and Water Conservation District and a determination of appropriate document, the Administrative Draft IS/MND will be prepared. Following review by City staff ECORP will prepare the Draft IS/MND for public distribution. ECORP will provide 25 hard copies of the Draft IS/MND and 25 electronic copies in pdf.

**Task 2B Deliverables:**

- Five (5) copies of an Administrative Draft IS, 1 electronic copy in MS Word and pdf.
- Ten (10) copies of Administrative Draft IS/MND, 1 electronic copy in MS Word and pdf
- Twenty five (25) bound copies and twenty five (25) electronic copies in pdf of the public Draft IS/MND

**Task 2C – Notice of Intent to Adopt a Mitigated Negative Declaration/ Notice of Completion**

ECORP will prepare the Notice of Intent to adopt a mitigated negative declaration (NOI). This notice will specify the public review period, identify any public meetings or hearings on the project, provide a brief project description, and disclose where the MND, IS, and any supporting documents are available for review. ECORP will file the NOI with the County Clerk. It has been assumed that the City will pay any fees associated with these notices, and will arrange for the NOI to be published in a newspaper of general circulation. A draft and final NOI will be prepared.

ECORP will also prepare the Notice of Completion (the cover sheet for copies distributed to the State Clearinghouse). If so desired, ECORP can deliver the NOC and 15 copies of the IS/MND to the State Clearinghouse. A draft and final NOC will be prepared.

**Task 2C Deliverables:**

- Five (5) copies of the Draft NOI and NOC
- Twenty-five (25) copies of Final NOI and NOC to match distribution of public draft IS/MND, above

**Task 2D – Final Initial Study/Mitigated Negative Declaration and MMRP**

The City must consider any comments received on the MND when making a decision on the project. There is no requirement to prepare formal responses to comments; however, the Lead Agency should have information in the administrative record explaining why the comment does not affect the findings in the MND. In practice, a responses to comments document, which is included in the Final IS/MND is usually prepared. The Final IS/MND will also include any changes to the Draft IS/MND and the Mitigation Monitoring and Reporting Program (MMRP), prepared in accordance with CEQA Guidelines Section 15097. The MMRP will be prepared in a table format. ECORP will prepare this document, with input from the City.

An Administrative Final IS/MND and MMRP will be prepared. After review by the City, the Final IS/MND and MMRP will be provided. ECORP will send the Final IS/MND and MMRP to agencies, organizations, and individuals that commented on the project, and also notify them of the date and time of the public hearing for consideration of the project, as required by CEQA.

**Task 2D Deliverables:**

- Five (5) copies of the Administrative Final IS/MND and MMRP
- Twenty-five (25) bound copies and twenty-five (25) electronic copies of the Final MND. Ten (10) copies and one (1) electronic copy in MS Word and pdf of the MMRP

**Task 2E – Notice of Determination**

A Notice of Determination (NOD) will be prepared according to CEQA guidelines. ECORP will file the NOD at the County Clerk and send it to the State Clearinghouse. We have assumed that the City will pay the CDFG and County Clerk's fee associated with the NOD filing.

**Task 2E Deliverables:**

- Five (5) copies of the Draft NOD
- Five (5) copies of the Final NOD

**Task 3 – Project Management/ Meetings**

ECORP's project manager will interface with RMC, City staff and Contra Costa Flood Control and Water Conservation District staff to help develop the project description and insure that all aspects of the project are fully addressed in the environmental document. This task assumes four on-site progress meetings and participation in two public hearings.

## PROJECT SCHEDULE

Task	Schedule
Technical Studies Completed	8 weeks from Notice to Proceed (NTP)
Administrative Draft IS	8 weeks following receipt of technical studies from RMC
Administrative Draft IS/MND/Notices	2 weeks after City review
Draft IS/MND/Notices	1 week after City review
Public Review Period	30 Days
Administrative Final IS/MND/Notices	2 weeks after end of Public/Agency Comment Period
Final IS/MND/Notices	2 weeks after City review
Public Meetings	As Scheduled

## RELATED EXPERIENCE AND REFERENCES

### **Cultural Resources Inventory for the West Antioch Creek Public Safety Improvement Project (Drainage Area 55 Box Culvert), City of Antioch, Contra Costa County, California**

Contact: Claudia Gemberling, Contra Costa County Public Works Department  
Phone: 925-313-2192  
Email: cgemb@pw.cccounty.us



Under a general environmental services on-call contract with the Contra Costa County Public Works Department (CCCPWD), ECORP carried out a cultural resources inventory and evaluation of the West Antioch Creek Public Safety Improvements Project in Antioch. The CCCPWD proposed to replace and upgrade a section of undersized concrete-lined and culverted channel that conveys West Antioch Creek past the frequently flooded intersection of 10th Street and O Street in the City of Antioch. As such, the CCCPWD sought a 404 CWA from the Sacramento District of the US Army Corps of Engineers.

ECORP carried out a cultural resources inventory and evaluation of the project area in June 2010. The project was conducted in compliance with the CEQA and Section 106 of the NHPA.

### **Cultural Resources Inventory for the Alhambra Valley Road Safety Improvements, Contra Costa County, California**

Contact: Claudia Gemberling, Contra Costa County Public Works Department  
Phone: (925) 313-2192  
Email: cgemb@pw.cccounty.us

Under a general environmental services on-call contract with the Contra Costa County Public Works Department (CCCPWD), ECORP is carrying out a Natural Environment Study (NES) / Biological Assessment, wetland delineation, rare plants study, and cultural resources inventory (HPSR/ASR) for the Alhambra Valley Road Improvements Project in Contra Costa County. Additionally, subconsultants are carrying out an Initial Site Assessment and a noise assessment. Using local assistance funding from Caltrans (District 4), CCCPWD proposes to realign a dangerous portion of Alhambra Valley Road.

The documentation for the project was prepared using the Caltrans Standard Environmental Reference and Local Assistance Manual.



## **CEQA IS/MND and Regulatory Permitting for the Mountain View Acres Storm Drain Project**

Contact: Patrick Egle County of San Bernardino/Flood Control District Department of Public Works  
Phone: (909) 387-1865  
Email: pegle@dpw.sbcounty.gov



The County proposed a stormwater management project for approximately 3,384 lineal feet of unnamed drainage in the unincorporated community of Mountain View Acres and the City of Victorville. The purpose of the project was to provide 100-year flood protection to the Mountain View Acres community by extending the existing double reinforced concrete box under Palmdale Road (State Route 18) to the northeast corner of Cobalt Road and Seneca Road. ECORP prepared an Initial Study/Mitigated Negative Declaration (IS/MND) in compliance with CEQA. An air quality study/greenhouse gas analysis was prepared to support the IS/MND. Biological resources, cultural resources, and jurisdictional delineation studies

completed for the project by County staff were incorporated into the IS/MND. ECORP also prepared and submitted applications for a Pre-Construction Notification for a Nationwide Permit with the U.S. Army Corps of Engineers, a Notification of Lake or Streambed Alteration Form with the California Department of Fish and Game, and a Section 401 Water Quality Certification Application Form with the State Regional Water Quality Control Board. The IS/MND and regulatory permitting were prepared on an accelerated schedule to meet County deadlines.

## **Regulatory Permitting, CEQA Documentation, Biological Resources, Cultural Resources, and Bio-Engineering and Restoration Support, Tributary to Rattlesnake Creek Streambank Stabilization Project, Poway, California**

Contact: Melody Rocco, City of Poway  
Phone: (858) 668-4622  
Email: MRocco@poway.org

ECORP is currently providing biological studies, environmental regulatory permit compliance consultation, CEQA documentation, cultural resources surveys and bioengineering and restoration design solutions for the City of Poway drainage easement ephemeral tributary to Rattlesnake Creek streambank stabilization project. The project area started with the redesign of two erosion areas along this drainage easement that were stabilized through temporary emergency action and emergency permits during the winter 2009-2010. The scope of work for the project was to determine the causes of erosion in the channel, and design and implement a bioengineered solution that will be able to handle the velocities and shear stress that occur at each of two areas of erosion, as well as the rest of channel reach. The project analysis considered water surface elevations (WSELs) in addition to reducing velocity and shear stress, ensuring the project does not increase WSELs compared to existing conditions. The U.S. Army Corps of Engineers HEC-River Analysis System (HEC-RAS) was used to model the hydraulic characteristics of the channel for this study.



## **Gilman Home Channel Lateral A Flood Control Project, Riverside County, California**

Contact: Andy Leung, Riverside Flood Control and Water Conservation District  
Phone: (951) 955-8582  
Email: [acleung@rcflood.org](mailto:acleung@rcflood.org)

The County of Riverside Flood Control and Water Conservation District proposed a stormwater management project in the City of Banning. The total project area consisted of an approximately 0.625-mile linear area in existing streets and an open channel. This project would replace existing stormwater conveyance facilities within a residential area with new facilities that have improved capacity. The goal is to remove a majority of residential areas from the river and flood hazard area, as defined by FEMA. ECORP provided a CEQA Initial Study/Mitigated Negative Declaration and supporting technical studies for air quality, biological resources, cultural resources, and a jurisdictional delineation. Because this project is a channel improvement, there is a potential need for regulatory permitting with the California Department of Fish and Game (CDFG), US Army Corps of Engineers (ACOE), and the State Regional Water Quality Control Board (SRWQCB). In addition the site is located within the study area for the Western Riverside MSHCP, and would need to comply with its requirements for survey and biology reporting.



## **Dick Cook Road Bridge IS/MND and Supporting Studies, Placer County, California**

Contact: Kellen Blurton, Placer County Department of Public Works  
Phone: (530) 745-3540  
Email: [kblurton@placer.ca.gov](mailto:kblurton@placer.ca.gov)



ECORP prepared an Initial Study/Mitigated Negative Declaration for compliance with CEQA and a Categorical Exemption for NEPA. In addition, ECORP submitted and secured state and federal permits for the proposed bridge replacement and road widening for the Dick Cook Bridge Replacement Project from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, the U.S. Fish and Wildlife Service and the California Department of Fish and Game. A Natural Environment Study (NES) was also prepared to support the proposed bridge replacement and road widening. The NES study consisted of a general characterization of on-site habitats, an assessment of potentially occurring special-status plant and wildlife species, and a jurisdictional wetland delineation of various waters of the United States. This study was used to assess potential impacts to these resources resulting from the construction of the proposed bridge replacement and roadway widening. The NES study was prepared for Placer County as required by Caltrans and to support compliance with CEQA, CESA, federal Endangered Species Act (FESA), federal CWA, and provisions of the CDGC. The firm conducted cultural resources surveys (Historic Property Survey Report, Archaeological Survey Report, Bridge Evaluation Report) consistent with Caltrans requirements. ECORP was also technical and environmental consultant for the county's riparian habitat mitigation planting plan and installation. In addition, ECORP submitted and secured state and federal permits for the proposed bridge replacement and road widening for the Dick Cook Bridge Replacement Project from the U.S. Army Corps of Engineers, Regional Water Quality Control Board, the U.S. Fish and Wildlife Service and the California Department of Fish and Game.

**PROJECT BUDGET**

<b>Task</b>	<b>Estimated Cost</b>
Task 1 – Kickoff Meeting	\$2,000
Task 2 – CEQA Documentation	
Task 2A – Technical Studies	
1. Management	\$4,000
2. Biological Resources	\$13,000
3. Cultural Resources (Including Architectural Evaluation)	\$10,000
4. Hydrology and Water Quality	\$8,000
5. Air Quality (includes 10% markup)	\$7,400
6. Noise (Includes 10% markup)	\$5,000
Task 2B – Admin Draft and Draft IS/MND	\$35,000
Task 2C – NOI/NOC	\$400
Task 2D – Final IS/MND/MMRP	\$3,000
Task 2E – NOD	\$300
Task 3- Project Management/Meetings	\$10,000
Other Direct Costs (Printing, Travel)	\$8,000
<b>TOTAL:</b>	<b>\$106,100</b>

**Bidding Assumptions:**

- Documents that are part of the project record and are available, that may pertain to the work being performed, would be made available, particularly the existing biology, cultural resources, jurisdictional delineation reports and supplemental biological resource studies and geotechnical evaluations being conducted under contract to RMC.
- Cost and schedule estimates are based on our best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. ECORP Consulting, Inc., will endeavor to perform the services and accomplish the objectives within the presented costs and schedule. However, if the scope of work or schedule changes, ECORP Consulting, Inc., reserves the right to revise costs and the schedule accordingly.
- ECORP Consulting, Inc. assumes that, by receipt of notice to proceed, full access to the property will be provided by the Client, including keys to locked gates and advance notice to existing property tenants of our right of entry.
- ECORP Consulting, Inc. shall not be held responsible for work delays or cancellations caused by strikes, accidents, acts of God, delays imposed by the Client, or other delays beyond the control of ECORP Consulting, Inc.
- It is assumed that ECORP Consulting, Inc. can use and rely on the data and information contained in the project related documents provided by the Client. ECORP Consulting, Inc., will not perform a technical review of these documents, and will not be responsible for the content or accuracy of these studies.
- Change orders will be issued and signed by the Client and ECORP Consulting, Inc. before starting additional work not provided for in the original proposal. If the Client's authorized representative is not available for a signature, the additional out-of-scope work will not commence until the change order is signed.



- This cost is valid for a period of 60 days from the date of this the proposal. Beyond 60 days, ECORP Consulting, Inc., reserves the right to reevaluate the cost.
- Expert Witness Testimony, including Depositions, is billed on a time-and-materials basis at time and a half.
- One round of comments and responses for each document is included.
- An MND will be the appropriate CEQA document. If the Initial Study indicates that an EIR is required, a separate scope of work and cost estimate will be provided.
- No focused biology surveys are included.
- No extended agency consultation with biological resources agencies is included other than permit preparation and coordination for the jurisdictional impacts.
- Wetland delineation data will be supplied in a GIS-capable format, georectified, and entered into a standard coordinate system. Engineering drawings will be supplied in the same electronic format.
- Prior to initiating the geotechnical study, Ninyo & Moore will meet with the City engineers to discuss the scope of analysis needed and may refine the scope and cost.

#### **AVAILABILITY**

The ECORP Team, including the ECORP staff and subcontractors, is available to begin work immediately on the Project. The team is committed to the timely completion of the work. The ECORP Project Manager has received the fullest commitment of the company's resources and that of the subcontractors to ensure that the project schedules are met.


ECORP has offices in Rocklin (Corporate Headquarters), Redlands, San Diego, and Santa Ana, California. The project would be managed and staffed from our corporate headquarters in Rocklin. ECORP's corporate office is in Rocklin, California and within close proximity to the City of Antioch, thus enabling rapid response to on-site communication requirements, intimate familiarity with the locale and ecology, and responsiveness to local issues and concerns.

The ECORP Team is committed to the timely completion of this project and has a proven track record of performing similar work with complex issues and tight deadlines. The management team for this project is available to provide approximately 60 percent of their time to this project during its duration and proposed key personnel availability ranges from 40 percent to 80 percent. All proposed personnel will be available for up to 100 percent of their time for short periods during the life of the project.

#### **CITY'S CONSULTANT CONTRACT**

Please see Attachment B for ECORP's proposed modifications to the City's standard consultant contract.

**STAFF REPORT TO THE CITY COUNCIL FOR CONSIDERATION AT THE MEETING OF NOVEMBER 27, 2012**

Prepared by: Lynn Tracy Nerland, City Attorney   
Date: November 14, 2012  
Subject: **Request to Authorize Use of City Logo for Cesar Chavez Day**

**ACTION:** Authorize the City Manager to approve future requests to use the City logo for fundraising efforts for the educational award component of the annual Cesar Chavez event in Antioch.

**BACKGROUND:**

At the City Council meeting of November 10, 2009, a City event policy was approved to define the City's involvement in various existing City and community events and establish a protocol for review and approval of new events for which City involvement is requested. Since then some revisions have been made as shown on Attachment A.

In 2010, 2011 and 2012, at Councilmember Rocha's request, the City Council approved the use of the City logo for fundraising activities to support the Cesar Chavez Event at Antioch High School. The free event, a program of entertainment and tribute to Cesar Chavez, has been sponsored by the nonprofit organization Give Always to Others & Company (GATO). A component of the event is a scholarship program for seniors of Antioch's two high schools. The Guillermo (Bill) Muniz Educational Opportunity Award of \$250 will be given to at least two seniors who have demonstrated an appreciation for the work of Cesar Chavez.

In 2013, the Cesar Chavez Event will be held on March 24, 2013 at Antioch High School in the Beede Auditorium from 1:00-3:00 p.m. Councilmember Rocha is seeking approval from the City Council to use City letterhead for a fundraising campaign for the Educational Award component of the program to honor Cesar Chavez. In addition, to streamline the process in the future, the proposed action delegates to the City Manager the ability to approve use of the logo for this event in the future.

**FISCAL IMPACT:** This event will be run by a nonprofit organization. No City financial support or staff time is requested.

**OPTIONS:**

1. Only authorize the use of the logo for the 2013 Cesar Chavez event
2. Deny the request for use of the City logo

**ATTACHMENTS:** Attachment A: City Event Policy

Approved by the Antioch City Council on 11/10/09  
Revised by the Antioch City Council on 02/09/10  
Revised by the Antioch City Council on 04/27/10  
Revised by the Antioch City Council on 03/22/11  
Revised by the Antioch City Council on 02/22/11  
Revised by the Antioch City Council on 02/14/12  
Revised by the Antioch City Council on 02/28/12  
Proposed revisions on 11/27/12

### **City of Antioch: Event Policy**

1. **City-Organized Events.** The following events are examples of events organized by City staff on City property that are included in the particular department's annual budget. These events can use the City's name or logo, but all advertisements, brochures, etc. must receive City Manager approval in advance.

Child Safety Seat Inspection  
Fall Fest at Prewett Family Park  
Mayor's Golf Tournament to Support Scholarship Fund  
Open House for Public Works Week

2. **City-Sponsored Events.** The following events are either City organized but not on City property or the City is jointly organizing the event with other organizations. Depending on the event, additional insurance and/or waivers from participants may be required. These events can use the City's name or logo, but all advertisements, brochures, etc. must receive City Manager approval in advance.

Coastal Clean Up  
First Saturday Clean-up events  
Keep Antioch Beautiful  
Memorial Day Parade  
MLK Educational Competition Event  
Veterans' Day Parade

3. **City-Supported Events.** The following events are supported with staff, supplies or equipment resources only unless specific financial grants are approved. These events are run by other organizations or individuals that will be required to ensure that the appropriate insurance coverage is in place and/or waivers obtained if requested by the City. The City's name or logo should not be used in advertisements or brochures unless approved in advance by the City Manager.

Blues Festival at Waldie Plaza  
Cancer Society Relay for Life  
East County Economic Development Summit  
"Every 15 Minutes"  
Holiday Delites with parade, tree lighting and some vendors  
National Night Out

Neighborhood Watch Meetings  
Police Activities League (PAL) events  
Safety Fairs (e.g. at the Somersville Towne Center and other locations)  
Sister City Program  
Summer Concert Series at Prewett Family Park

4. Using the City's Name or Logo for Soliciting Donations. The following events or activities have not requested or received City support in the form of financial grant, staff assistance, supplies or equipment, but the City Council has given permission to use the City's name in fundraising efforts:

Fourth of July Celebration downtown including fireworks (City Council action on 4/27/10 and on 2/14/12 allowed a water bill insert to announce the event and fundraising with organization to pay the costs of insert 2/14/12)  
3/28/10, 3/27/11 and 4/1/12 Cesar Chavez Day and future requests for fundraising efforts for educational award component of Cesar Chavez Day if approved by the City Manager (City Council actions on 2/9/10, 2/22/11, and 2/14/12 and 11/27/12)

5. City Lease of Facilities or Equipment. The City's rental of facilities or equipment to other organizations or individuals does not indicate City approval, sponsorship or support of the organization, individual or event. The use of the City's name or logo is not authorized in these situations.
6. Other Events. For events that are not listed above, the following protocols shall be followed:

a. City Manager approval is required for the following:

- i. Any public event involving a direct City grant of City funds (grants of \$1000 or more require City Council approval); or
- ii. Any public event involving expenditures for staff time, supplies, equipment or waivers of typical rental fees (expenditures of \$5,000 or more require City Council approval), excluding staff resources solely for reviewing use permits or special event permits; or
- iii. Any event for which the organizers desire to have the City publicly identified as a sponsor or supporter in advertisements, brochures, etc. However, if such City identification will be used for fundraising/donation purposes, then City Council approval will be required.

Approval of these events shall indicate the level of City involvement as categorized above, if any, and any requirements regarding insurance, waivers, advertising, etc.

b. City Council approval is required for the following:

- i. Any public event involving a direct City grant of City funds of \$1,000 or more; or
- ii. Any public events involving an estimated expenditure of \$5000 or more, including estimated costs for staffing, supplies or equipment excluding staff resources solely for reviewing use permits or special event permits.
- iii. Use of the City's name or logo for fundraising or donation purposes.

Approval of these events shall indicate the level of City involvement as categorized above, if any, and any requirements regarding insurance, waivers, advertising, etc.

**STAFF REPORT TO THE CITY COUNCIL  
FOR CONSIDERATION AT THE MEETING OF NOVEMBER 27, 2012**

**Prepared by:** Ron Bernal, Director of Public Works/City Engineer **REB**  
**Date:** November 20, 2012  
**Subject:** Update on Non-Profit Organization Water

**RECOMMENDATION**

It is recommended that the City Council provide direction to staff on whether to grant Antioch Historical Society and Sports Legends, Antioch Babe Ruth, and Antioch Youth Sports Complex an additional six-month extension for these organizations to pursue funding or capital improvement alternatives for water sources to wean these organizations from the current City water subsidy.

If the organizations desire to implement capital improvements to reduce or eliminate their potable water bill, provide staff direction on the following alternative capital projects and solicitation of possible grant funding including the GenOn Mash Landing/Contra Costa County Community Benefit Agreement and Keller Canyon Mitigation Fund: develop wells on site or connection to the Delta Diablo Sanitation District's recycled water line.

**BACKGROUND**

**Recent History**

The subject of the City continuing to provide domestic water to three Antioch non-profit organizations has been an item of discussion over the past several years, given fairness issues and concerns regarding compliance with state laws regarding calculation of water rates. On May 22, 2012, as part of the budget process, Finance Director Merchant gave Council a report on this item and provided several options for Council's consideration. Following comments from representatives of the Antioch Historical Society and Antioch Sports Legends (Historical Society), Antioch Babe Ruth (Babe Ruth), and Antioch Youth Sports Complex (AYSC), the Council agreed the City would extend the water subsidy for these three organizations until November 1, 2012 to allow the non-profits time to address funding and alternative sources of water.

Staff has had ongoing discussions with all three groups including a meeting in early October to further explore options for each organization to either pay for their water or disconnect non-potable water uses such as landscaping from the City system. Subsequent information provided by each of the organizations has resulted in the several possible courses of action.

All three organizations have repeatedly expressed tight financial conditions and limited ability to fund their water bills or improvements necessary to remove their organizations from potable water for landscape uses. As confirmed by representatives of Babe Ruth, the media has also reported that Babe Ruth has additional financial challenges and issues related to their non-profit status.

---

**11/27/12**

Alternatives

TABLE A outlines two possible solutions and estimated costs of each. The first would be to develop or redevelop onsite wells to provide irrigation water. As with both alternatives, this would involve disconnecting the existing City system except to provide potable water for drinking, kitchen and restroom uses. There would be a cost to operate and maintain the well pumping systems as well as paying the City for the ongoing use of potable water. This alternative would be the only one available for AYSC as there is not a recycled water line in close proximity to this organization’s facilities.

The second alternative presented would be to disconnect from City water and connect to recycled water for landscape purposes. Only the Historical Society and Babe Ruth would have this as an initial option since both have facilities are in close proximity to the DDSD/City of Antioch recycled water line that currently runs down the Pittsburg-Antioch Highway. It would be necessary to extend the line north down Auto Center Drive past the entrance to Babe Ruth and up to the adjacent Historical Society at an estimate construction cost of \$120,000. This cost does not include the connection fee and cost to disconnect existing potable water sources. Waiving the connection fee would require the City’s general fund to backfill the amount.

**TABLE A**

<b>Organization</b>	<b>Annual Water Usage</b>	<b>On-Site Well System Estimated Capital Cost</b>	<b>DDSD/Antioch Recycled Water Estimated Capital Cost</b>	<b>Estimated Annual Cost Once Connected to Onsite Well or Recycled Water</b>
Historical Society	\$ 5,258	\$25,000	\$131,750 *	\$900 to \$3,000
Babe Ruth	\$62,810	\$45,000	\$135,000 *	\$6000 to \$20,000
AYSC	\$78,982	\$35,000	Recycled Water N/A	\$6,000 to \$8,000

\*Cost includes \$120,000 capital cost to bring recycled water line from Pittsburg-Antioch Highway to both Historical Society and Babe Ruth which are adjacent facilities.

**FISCAL IMPACTS**

The City currently provides potable irrigation water to these organizations at a combined cost of approximately \$150,000 per year. Council may also want to consider the possible benefits of funding the cost of the capital improvements, whether for recycled water or well improvements, which are estimated at between \$105,000 (all well systems) and \$181,750 (recycle water for Historical Society and Babe Ruth, and well for AYSC) from the water fund. The obvious benefit is eliminating these ongoing costs. This option would provide a good return on investment if these organizations are experiencing the funding challenges they claim and the immediate infusion of funds would reduce the time it would take to remove them from the City’s system for irrigation purposes.

These organizations may also be able to pursue grant funding, perhaps through DDSD for recycled water or grants available through the GenOn Mash Landing/Contra Costa County Community Benefit Agreement and Keller Canyon Mitigation Fund both of which are administered through the County.

Regardless of Council's decision regarding how to proceed, it is staff's recommendation that the Council discontinue the water subsidy to these organizations by June 30, 2013.

**OPTIONS**

The alternative capital projects presented provide a number of options Council may pursue. Alternatively, the City Council could choose not encumber taxpayer funds for these capital projects to benefit the three identified nonprofits.

**ATTACHMENTS**

None.



**STAFF REPORT TO THE MAYOR AND CITY COUNCIL FOR CONSIDERATION AT  
THE COUNCIL MEETING OF NOVEMBER 27, 2012**

**FROM:** Michelle Fitzer, Human Resources/Economic Development Director 

**REVIEWED**

**BY:** Jim Jakel, City Manager

**DATE:** November 19, 2012

**SUBJECT: PUBLIC EMPLOYEES' RETIREMENT SYSTEM (PERS) CONTRACT  
AMENDMENT FOR LOCAL SAFETY AND MISCELLANEOUS  
MEMBERS**

---

**RECOMMENDATION**

It is recommended that the City Council discuss and consider taking the following actions:

- 1) Motion to adopt a Resolution of Intention to approve an Amendment to the Contract between the Board of Administration of the California Public Employees' Retirement System (PERS) and the City Council of the City of Antioch to provide Section 21363.2 (3% @ 50 Full Formula) to local Safety members, and Section 21354.5 (2.7% @ 55 Full Formula) to local Miscellaneous members hired after the effective date of the amendment to contract.
- 2) Motion to introduce the ordinance by title only.
- 3) Motion to introduce the ordinance authorizing an Amendment to the Contract Between the Board of Administration of the California Public Employees' Retirement System (PERS) and the City Council of the City Antioch.

**BACKGROUND**

During labor negotiations between the City and the Antioch Police Officers' Association earlier this year, the parties agreed to amend the City's contract with PERS to provide Section 21363.1 (3% @ 55 Full Formula) and Section 20037 (Three-Year Final Compensation).

On July 24<sup>th</sup> and August 14, 2012, the Council acted to implement this contract amendment. The new benefit tier applies to all local safety members entering into membership after the effective date of the amendment to the contract, which was September 1, 2012.

As the Council is aware, currently the City is trying to hire several Police Officers to fill vacancies. Although we have continuous recruitments for Police Trainee, Police Officer Academy Graduates, and Lateral Police Officers, we continue to have difficulties in

attracting enough candidates to fill all of our vacancies. As always, there is an interest in attracting Lateral Police Officers from other agencies, for several reasons. One reason being, the amount of training time required before they can be independently out on the street is greatly reduced from that of a Trainee or Academy Graduate. In addition, the experience they have gained as an Officer provides a good foundation for responding to calls for service, situations that arise, and community needs.

In discussing the recruitment status with Chief Cantando, the idea of returning the PERS benefit formula to the prior 3% @ 50 tier was raised. As has been discussed with Council, the Public Employees' Pension Reform Act (PEPRA) recently signed into law makes significant changes to all new public employee pensions as of January 1, 2013. However, the law provides that existing members of PERS or 1937 Act retirement plans, hired by a new public agency on or after January 1, 2013, shall be placed in the hiring agencies original tier. As we stand today, our original tier for public safety employees is 3% @ 55.

In the context of our recruitment challenges, the question that was posed was whether the City should amend our PERS contract for Safety members to reinstate the 3% @ 50 benefit formula by December 31, 2012, making that our original tier under the pension reform. On and after January 1, 2013, only Lateral Sworn Police new hires would be placed in the 3% @ 50 benefit tier. In accordance with the pension reform legislation, all Trainees and Academy Graduate new hires would be placed in the new Safety Tier of 2.7% @ 57.

A quick survey of some surrounding agencies found the following:

<b>Agency:</b>	<b>Retirement Formula:</b>
Benicia	3% @ 55 – effective 6/1/11
Brentwood	3% @ 55 – effective 9/1/12
Clayton	2% @ 50 – effective 1/10/11
Concord	3% @ 50
El Cerrito	3% @ 50
Fairfield	3% @ 55 – effective
Hercules	3% @ 55 – effective 12/11/11
Martinez	3% @ 55 – effective 7/1/12
Pittsburg	3% @ 55 – effective 10/31/11
Richmond	3% @ 50
San Pablo	3% @ 50
San Ramon	3% @ 55 – in progress; effective by 12/31/12
Vacaville	2% @ 50 – effective 9/1/12
Vallejo	3% @ 50
Walnut Creek	3% @ 55 – effective 11/23/12

The question to consider is whether reinstating the 3% @ 50 retirement benefit will be a strong enough incentive to attract quality lateral Officers from their existing agencies.

Further discussion raised the same issue of our ability to hire non-safety lateral employees, with them returning to the former retirement formula. Considering the number of vacant positions the City has citywide (more than 150 from our authorized peak of 401), in order to be equitable and competitive, should the Miscellaneous employee benefit formula be returned to 2.7% @ 55 from the current 2% @ 55? We have had 2% @ 55 in place for Miscellaneous employees since 2007.

Although many of the vacancies in the Miscellaneous positions were unfunded in FY 2012/13, looking long-term when revenues increase we will need to recruit for at least some of these positions and again, does the enhanced retirement formula provide us with an advantage to recruit quality candidates from other local agencies.

### **FINANCIAL IMPACT**

Returning to the 3% @ 50 and 2.7% @ 55 benefit formulas will increase the City's PERS Employer Contribution Rate. This is particularly true for the Miscellaneous employee group, as we have hired some employees under the 2% @ 55 formula who would have their City service converted to the 2.7% @ 55 benefit. PERS was unable to provide the actuarial valuations at the time of the writing of this report, but they are working on them. That information is required by law to be available when the agenda item is discussed.

As this discussion arose late in the week preceding an early agenda packet, we expect to have additional information to share with the Council during the meeting on the 27<sup>th</sup>, including the actuarial valuation and Employer Contribution Rate impacts. If this information is not available by the meeting on the 27<sup>th</sup>, and Council wishes to consider this amendment, special meetings will be required for action because everything must be adopted and effective by no later than December 31, 2012.

At this time there is no way to project an actual annual dollar amount impact, as we have no way to determine how many Lateral Officers or existing Miscellaneous members will be hired over the next several years.

We should note that eventually, as employees under these enhanced retirement formulas throughout the State retire and new employees are hired under the pension reform tier, the 3% @ 50, 3% @ 55, 2.7% @ 55 and 2% @ 55 formulas will extinguish themselves through attrition.

### **OPTIONS**

Recognizing the recruitment challenge in the Police Department as the rationale for the question, we must acknowledge that other incentives are available to attract qualified Lateral Officer candidates.

One option that could be considered is cash payment incentives, similar to the plan we had previously. Under these plans, Lateral Officer hires could be provided with a lump sum payment at the time of hire, or payments could be spread out with a smaller payment at hire, another at the completion of probation, and other payment(s) at increments as determined in the plan, up to a capped amount.

Another option to consider could be a deferred compensation contribution by the City. What we cannot do under the pension reform provisions is implement a supplemental retirement plan, such as PARS.

Of course, there is also an option to simply increase base pay to make Antioch a more attractive employer to all prospective new hires. With any of these options, the City is able to control the costs, rather than being subject to the fluctuations in the PERS Employer Contribution Rate that has been experienced in recent year.

Staff has not had sufficient time to prepare all accompanying documents as of the writing of this report. Therefore, it is very likely that additional information will be

available for discussion and documentation distributed on the night of the Council meeting.

The anticipated timing for action, should the Council wish to implement, is as follows:

- November 27, 2012 – Adopt Resolution of Intent to Amend the PERS Contract
- December 18, 2012 – Adopt Ordinance Amending the PERS Contract

In the event that PERS is unable to provide the necessary documents by the November 27<sup>th</sup> meeting, special meetings will be required. At this time those meetings will likely need to be as follows:

- December 4, 2012 – Adopt Resolution of Intent to Amend the PERS Contract
- December 26 or 27, 2012 – Adopt Ordinance Amending the PERS Contract

**ATTACHMENTS**

None at this time – to be provided on the dais on November 27<sup>th</sup>.

CITY OF ANTIOCH AS SUCCESSOR AGENCY TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
OCTOBER 18 - NOVEMBER 19, 2012  
FUND/CHECK#

<b>239 Redevelopment Obligation Retirement Fund</b>		
342275 CONTRA COSTA COUNTY	LMIHF BALANCE	1,236,650.00
342311 GOLDFARB AND LIPMAN LLP	LEGAL SERVICES	285.50
<b>431 Redevelopment Obligation Retirement Fund (for former Project Area #1)</b>		
<i>Non Departmental</i>		
342285 BANK OF NEW YORK MELLON	FISCAL AGENT FEE	2,350.00

CITY OF ANTIOCH AS HOUSING SUCCESSOR TO  
THE ANTIOCH DEVELOPMENT AGENCY  
CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
OCTOBER 18 - NOVEMBER 19, 2012  
FUND/CHECK#

<b>227 Housing Fund</b>		
<b><i>Housing - CIP</i></b>		
342318 KENNEDY, JANET	CONSULTANT SERVICES	262.50