

CITY OF
ANTIOCH
CALIFORNIA

ANNOTATED AGENDA

**Antioch City Council
REGULAR MEETING**

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

Date: Tuesday, June 11, 2024
Time: 6:00 P.M. – Closed Session
7:00 P.M. – Regular Meeting
Place: Council Chambers
200 'H' Street
Antioch, CA 94509

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

PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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

Ellie Householder, City Clerk
Lauren Posada, City Treasurer
Kwame P. Reed, Acting City Manager
Thomas Lloyd Smith, City Attorney

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

Notice of Availability of Reports

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

Notice of Opportunity to Address Council

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

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

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS *for Closed Session – None*

CLOSED SESSION:

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION –** pursuant to Government Code section 54956.9: William Butcher v. City of Antioch, et al. United States District Court for the Northern District of California (Case No.: 3:23-cv-04328).

No reportable action

- 2) PUBLIC EMPLOYMENT – RECRUITMENT OF CITY MANAGER.** This closed session is authorized pursuant to California Government Code section 54957(b)(1).

Direction provided to Human Resources Director and City Attorney

6:02 P.M. MOTIONED TO ADJOURN TO CLOSED SESSION

**7:04 P.M. ROLL CALL – REGULAR MEETING – for City /City Council Members acting as Housing
Successor to the Antioch Development Agency – *All Present***

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

1. PROCLAMATION

- Proclamation Commemorating Juneteenth 2024

Approved, 5/0

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

2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

- JUNETEENTH – A Freedom Celebration: June 16, 2024
 - Williamson Ranch Park
Lone Tree Way (cross street Hillcrest Avenue), Antioch, CA
- SO YOU WANT TO RUN FOR OFFICE – Engaging Candidate Workshop: June 24, 2024
Hosted by Contra Costa County Clerk-Recorder-Elections Department
 - Antioch Senior Center
415 W. 2nd Street, Antioch, CA 94509

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD
- ECONOMIC DEVELOPMENT COMMISSION

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR’S COMMENTS

4. PRESENTATION – *This Way In – Chinese Commemoration Public Art Project:*

<https://vimeo.com/935781273>

Presented by Christy Chan

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

A. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 28, 2024

Continued, 5/0

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

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

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

C. APPROVAL OF HOUSING SUCCESSOR WARRANTS

Approved, 5/0

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

D. REJECTION OF CLAIM: PRETIKA POONAM SINGH

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claim submitted by Pretika Poonam Singh.

E. FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH THE KPA GROUP FOR CITYWIDE SPACE PLANNING AND ARCHITECTURAL CONSULTATION SERVICES (P.W. 700-4)

Reso No. 2024/78 adopted, 5/0

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

- 1) Approving the first amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services, which increases the contract by \$267,165 for a total contract amount of \$317,165; and
- 2) Authorizing the Acting City Manager to execute the amendment to the agreement in a form approved by the City Attorney.

F. SUPPLY PURCHASE AGREEMENT WITH UNIVAR SOLUTIONS USA LLC FOR THE SUPPLY AND DELIVERY OF CALCIUM CHLORIDE FOR WATER TREATMENT

Reso No. 2024/79 adopted, 5/0

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

- 1) Awarding an agreement with Univar Solutions USA LLC, beginning July 1, 2024, through June 30, 2025, in the amount not to exceed of \$368,712; and
- 2) Authorizing the Acting City Manager to execute the agreement in a form approved by the City Attorney.

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

- G. PLANNING COMMISSIONER APPOINTMENT TO THE TRANSPLAN COMMITTEE**
Reso No. 2024/80 adopted appointing Cortney L. Jones to the TRANSPLAN Committee for a Partial-Term Planning Commissioner vacancy, 2-year term, expiring December 2025, 5/0

Recommended Action: 1) It is recommended that the Mayor nominate the candidate for appointment.

2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Cortney L. Jones to the TRANSPLAN Committee for a Partial-Term Planning Commissioner vacancy, 2-year term, expiring December 2025.

PUBLIC HEARING

- 6. LAUREL RANCH CARWASH AND CONVENIENCE STORE (PRE2023-0006)**
Council consensus that this area should not be rezoned to commercial use

Recommended Action: It is recommended that the City Council provide the applicant with feedback regarding the proposal.

9:21 P.M. RECESS TAKEN

9:27 P.M. RECONVENED, ROLL CALL – All Present

COUNCIL REGULAR AGENDA

- 7. FISCAL YEAR 2023-25 MID-YEAR BUDGET**

Recommended Action: It is recommended that the City Council:

Reso No. 2024/81 adopted, 5/0

- 1) Adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets (Staff Report Attachment A).

Reso No. 2024/82 adopted, 5/0

- 2) Adopt a resolution approving amendments to the 2023/24 budget and 2024/25 fiscal year budgets for items considered at the meeting of June 11, 2024 (Staff Report Attachment B).

10:47 P.M. **MOTION TO ADJOURN THE COUNCIL MEETING; Motion Failed 2/3 (Torres-Walker, Wilson, Hernandez-Thorpe-NO)**

COUNCIL REGULAR AGENDA – Continued

8. DISCUSSION ITEM: COUNCILMEMBER COMPENSATION – SENATE BILL 329 INCREASES THE COMPENSATION LIMITS FOR CITY COUNCIL MEMBERS

Council consensus to staff to bring back an ordinance

Recommended Action: It is recommended that the City Council provide direction to staff as to whether to prepare an ordinance increasing councilmember compensation to the amount permitted by Senate Bill 329 (2023).

MAYOR HERNANDEZ-THORPE REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE UP PUBLIC COMMENT AS THE NEXT ORDER OF BUSINESS; APPROVED, 5/0

PUBLIC COMMENTS

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

Motioned to adjourn meeting at 10:52 p.m., 5/0

[THE FOLLOWING COUNCIL MEETING AGENDA ITEMS WILL BE MOVED TO THE 06/25/2024 COUNCIL MEETING TO BE HEARD]

COUNCIL REGULAR AGENDA – Continued

9. CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION ON FUNDING FOR STREET CAMERAS

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

10. CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF DIVERSITY, EQUITY, INCLUSION, AND BELONGING (DEIB) OFFICER POSITION

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

COUNCIL REGULAR AGENDA – Continued

- 11.** CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL OF CREATION OF HEALTH AND SAFETY ANALYST POSITION FOR THE HUMAN RESOURCES DEPARTMENT

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

- 12.** CITY COUNCIL REQUESTED DISCUSSION ITEM: DISCUSSION OF CALIFORNIA BUSINESS ROUNDTABLE BALLOT MEASURE

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

- 13.** CITY COUNCIL REQUESTED DISCUSSION ITEM: POTENTIAL DEVELOPMENT OF POLICY ON USE OF NATIVE PLANTS SPECIES FOR NEW DEVELOPMENTS

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

STAFF COMMUNICATIONS

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



PROCLAMATION COMMEMORATING JUNETEENTH 2024

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

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

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

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

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

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

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

WHEREAS, on June 16, 2024, the City of Antioch will hold its Annual Juneteenth Celebration at Williamson Ranch Park, with speakers sharing our rich, proud history, music, ethnic foods, and activities. We invite all our brothers, sisters, and friends of every culture and ethnicity to join us for this historical event and celebration.

NOW, THEREFORE, I, LAMAR A. HERNANDEZ-THORPE, Mayor of the City of Antioch, do hereby acknowledge June 19th, 2024, as Juneteenth in the City of Antioch, the annual recognition of Black emancipation, the celebration of the past, present, and future of Black economic liberation, and our commitment to eradicate systemic racism that undermines our collective prosperity.

JUNE 11, 2024

LAMAR A. HERNANDEZ-THORPE, Mayor

1
6-11-24

Join us in
celebrating the day
of freedom for
African Americans

JUNETEENTH

A Freedom Celebration

SUNDAY, JUNE 16TH

WILLIAMSON RANCH PARK
12:00PM TO 5:00PM

DOMINOES TOURNAMENT
LIVE ENTERTAINMENT
GAMES & RIDES
FOOD & DRINKS
AND MORE

ANTIOCH
CALIFORNIA
OPPORTUNITY LIVES HERE

For more information
antiochca.gov/juneteenth



#2



So You Want To Run For Office

by Contra Costa County Clerk-Recorder-Elections Department

About this event

This engaging candidate workshop is designed to remove the mystery from running for office. Experts will cover what's involved with running for office, including how to file and appear on the ballot, campaign finance disclosure requirements, strategies for spreading your message (including social media), and what happens when you're in the public eye.

Date and time

**Monday June 24, 2024
6:00 PM – 9:00 PM PST**

Location

**Antioch Senior Center
415 W 2nd Street
Antioch, CA 94509**

**Email outreach@vote.cccounty.us
or call 925-335-7805 or scan the QR code
to reserve a (free) ticket:**



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

EXTENDED DEADLINE DATE: FRIDAY, JUNE 14, 2024:

➤ **ECONOMIC DEVELOPMENT COMMISSION**

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

EXTENDED DEADLINE DATE: FRIDAY, JUNE 28, 2024:

➤ **CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD**

- One (1) vacancy, expiring April 2026

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

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



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



Two (2) Vacancies, expiring June 2025
Three (3) Vacancies, expiring June 2027
One (1) Chamber of Commerce Vacancy, expiring June 2027
Extended Deadline Date: By 5:00 p.m., June 14, 2024

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

Purpose:

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



Committee Seats:

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

Meetings:

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

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

Additional Requirements:

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

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

Extended Deadline Date: By 5:00 p.m., June 28, 2024

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

Purpose:

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

Additional information regarding the responsibilities and duties are available online at www.contracostamosquito.com.

Qualifications:

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

Meetings:

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

Location:

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

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

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





STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ellie Householder, MPP, City Clerk
Christina Garcia, CMC, Assistant City Clerk *Cg*

SUBJECT: City Council Meeting Minutes of May 28, 2024

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of May 28, 2024.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

100 General Fund

Non departmental

00413098	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	5,825.00
00413113	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	10,146.00
00413129	24 HOUR FITNESS #00803	PAYROLL	37.79
00413190	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00413200	LIFE INSURANCE COMPANY OF NO AMERICA	PAYROLL	5,144.23
00413211	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,461.12
00413212	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,759.56
00413213	MUNICIPAL POOLING AUTHORITY	PAYROLL	3,692.62
00413220	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	4,761.00
00413225	PARS	PAYROLL	7,452.57
00413243	STATE OF CALIFORNIA	PAYROLL	120.00
00948270	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	550.00
00948271	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	17,831.08
00948272	ANTIOCH PUBLIC WORKS EMPLOYEE'S	PAYROLL	2,415.00
00948278	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	44,184.94
00948284	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,327.36

City Council

00413120	VERIZON WIRELESS	DATA USAGE	105.32
----------	------------------	------------	--------

City Attorney

00413039	CANON FINANCIAL SERVICES	COPIER LEASE	16.67
00413040	CANON FINANCIAL SERVICES	OFFICE SUPPLIES	140.69
00413120	VERIZON WIRELESS	DATA USAGE	261.73
00413146	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	652.08
00413174	EIDEN, KITTY J	TRANSCRIPTION SERVICES	100.00
00413183	HANSON BRIDGETT LLP	LEGAL SERVICES RENDERED	7,460.25
00413194	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	2,139.47
00413198	KRAMER WORKPLACE INVESTIGATIONS	LEGAL SERVICES RENDERED	10,515.00
00413233	REDWOOD PUBLIC LAW LLP	LEGAL SERVICES RENDERED	960.00

City Manager

00413039	CANON FINANCIAL SERVICES	COPIER LEASE	16.67
00413040	CANON FINANCIAL SERVICES	OFFICE SUPPLIES	140.68
00413110	SHIELD PROTECTION AND PUBLIC SAFETY	SECURITY SERVICES	6,590.00
00413120	VERIZON WIRELESS	DATA USAGE	41.89
00413227	PHOTOGRAPHY BY TISH	PD STAFF PHOTOGRAPH	380.00
00948265	KANTAK, ASHWINI	PROFESSIONAL SERVICES	780.00

City Clerk

00413065	EIDEN, KITTY J	TRANSCRIPTION SERVICES	800.00
00413130	ACCOMTEMPS	TEMP SERVICES - CERVANTES	5,362.05
00413159	CITY CLERKS ASSOCIATION OF CALIFORNIA	MEMBERSHIP - ROSALES	750.00
00413174	EIDEN, KITTY J	TRANSCRIPTION SERVICES	1,887.50
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	1,021.56

Human Resources

00413030	CALIF DEPARTMENT OF JUSTICE	FINGERPRINTS	2,911.00
00413032	CANON FINANCIAL SERVICES	COPIER LEASE	27.76
00413033	CANON FINANCIAL SERVICES	COPIER LEASE	25.34
00413062	DIABLO LIVE SCAN LLC	FINGERPRINTS	1,000.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413082	LANGUAGE TESTING INTERNATIONAL INC	LANGUAGE TESTING	990.00
00413153	CANON FINANCIAL SERVICES	COPIER LEASE	278.43
Economic Development			
00413039	CANON FINANCIAL SERVICES	COPIER LEASE	16.66
00413040	CANON FINANCIAL SERVICES	OFFICE SUPPLIES	140.68
00413106	SAN FRANCISCO BUSINESS TIMES	MARKETING CAMPAIGN	8,000.00
00413120	VERIZON WIRELESS	DATA USAGE	105.02
00413140	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	98.34
Finance Administration			
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	128.04
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	97.11
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	500.38
Finance Accounting			
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	149.01
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	6.33
Finance Operations			
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	263.53
00948268	UBEO BUSINESS SERVICES	COPIER USAGE	1,207.56
00948281	UBEO BUSINESS SERVICES	OFFICE SUPPLIES	1,635.28
Non Departmental			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	555.79
00413057	DAVID WELLHOUSE AND ASSOC INC	STATE MANDATED CLAIMS	5,500.00
00413171	DOCUSIGN INC	DOCUSIGN ADD ON	1,380.00
00413212	MUNICIPAL POOLING AUTHORITY	PAYROLL	189.19
00413213	MUNICIPAL POOLING AUTHORITY	PAYROLL	256.13
00413253	WORTHINGTON DIRECT HOLDINGS,LLC	DISPLAY CASE	4,712.19
00948260	AVENU	STARS SERVICE	1,102.50
Public Works Administration			
00413185	HAWTHORN VENTURES LLC	UNIFORMS	288.88
00413250	VERIZON WIRELESS	DATA USAGE	7.62
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	306.49
Public Works Street Maintenance			
00413012	ALTA FENCE	FENCING SERVICES	37.00
00413019	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	6,265.29
00413079	INTERSTATE SALES	STREET SUPPLIES	279.86
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	569.45
00413101	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	3,540.33
00413107	SHARJO LLC	PROFESSIONAL SERVICES	29,457.55
00413115	SUBURBAN PROPANE	PROPANE	1,758.96
00413151	C AND J FAVALORA TRUCKING INC	TRUCKING & RECYCLING SVC	7,150.50
00413250	VERIZON WIRELESS	DATA USAGE	98.29
Public Works-Signal/Street Lights			
00413023	AT AND T MCI	PHONES	627.25
00413095	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	143.29
00413223	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	229.91
Public Works-Facilities Maintenance			
00413011	ALL STAR RENTS	RENTAL EQUIPMENT	1,069.45
00413014	AMERICAN PLUMBING INC	PLUMBING SERVICES	3,661.43



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413023	AT AND T MCI	PHONES	85.27
00413063	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	320.00
00413085	M AND L OVERHEAD DOORS	REPAIR SERVICES	2,496.31
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	149.98
00413099	REAL PROTECTION INC.	PROFESSIONAL SERVICES	519.00
00413102	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	5,743.29
00413143	BAY CITIES PYROTECTOR	PROFESSIONAL SERVICES	1,950.00
00413186	HOME DEPOT, THE	SUPPLIES	1,210.44
00413204	M AND L OVERHEAD DOORS	REPAIR SERVICES	2,206.48
00413250	VERIZON WIRELESS	DATA USAGE	90.52
00948261	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	206.61
00948264	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	404.90
00948276	GRAINGER INC	PARTS	1,427.03
Public Works-Parks Maint			
00413023	AT AND T MCI	PHONES	144.70
00413097	PROGRESSIVE DESIGN PLAYGROUNDS	PARTS	571.10
00413124	WATERSAVERS IRRIGATION	PARTS	1,775.87
00413132	ALTA FENCE	FENCE REPAIR	891.00
00413186	HOME DEPOT, THE	SUPPLIES	719.63
00948280	SITEONE LANDSCAPE SUPPLY HOLDING LLC	PARTS	672.53
Public Works-Median/General Land			
00413018	ANTIOCH ACE HARDWARE	SUPPLIES	61.56
00413023	AT AND T MCI	PHONES	423.51
00413117	TERRACARE ASSOCIATES	REPAIR SERVICES	450.00
00413124	WATERSAVERS IRRIGATION	PARTS	67.44
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	26.24
00948267	SITEONE LANDSCAPE SUPPLY HOLDING LLC	PARTS	3,351.02
00948280	SITEONE LANDSCAPE SUPPLY HOLDING LLC	PARTS	2,370.19
Police Administration			
00413021	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	2,336.50
00413022	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	205.00
00413026	BPS TACTICAL INC.	DUTY VESTS	7,352.99
00413031	CANON FINANCIAL SERVICES	LATE FEE	25.00
00413046	COLE PRO MEDIA LLC	PROFESSIONAL SERVICES	4,000.00
00413069	FERNANDES AUTO WRECKING & TOWING INC	TOWING SERVICES	10,500.00
00413074	GRAHAM, AUSTIN JONATHAN	EXPENSE REIMBURSEMENT	130.00
00413081	KOCH, MATTHEW T	PER DIEM	222.00
00413090	NILSEN, ERIK ROBERT	PER DIEM	345.00
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	21.19
00413111	SOUZA MELLONE, MICHAEL C	PER DIEM	222.00
00413116	T JUNG INVESTIGATIONS	NEW HIRE BACKGROUND	2,029.48
00413120	VERIZON WIRELESS	DATA USAGE	3,022.23
00413139	ARMSTRONG, KYLE ALEXANDER	PER DIEM	148.00
00413155	CANON FINANCIAL SERVICES	COPIER LEASE	2,419.29
00413175	ENRICH ENTERPRISES INC.	BADGES	3,479.81
00413178	FLYMOTION	UAS BATTERY	465.37
00413181	GREEN, ROBERT A	PER DIEM	148.00
00413209	MOTOROLA SOLUTIONS INC	SUPPLIES	675.95

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	6,869.08
00413226	PERRY, APRIL	EXPENSE REIMBURSEMENT	275.00
00413229	PREFERRED ALLIANCE INC	PRE-EMPLOYMENT TEST	63.00
00413232	REACH PROJECT INC	APRIL 2024 SERVICES	17,083.00
00413237	EMPLOYEE	EMPLOYEE APPRECIATION	750.00
00413246	T JUNG INVESTIGATIONS	NEW HIRE BACKGROUND	1,072.36
00413249	TRAINING INNOVATIONS INC	TRAINING MANAGEMENT SYS	800.00
00948262	CHAPLIN AND HILL INVESTIGATIVE SVC LLC	PROFESSIONAL SERVICES	5,700.00
00948282	WILLIAMS SCOTSMAN INC	EVIDENCE STORAGE	184.06
00948283	ZENCITY TECHNOLOGIES US INC	COMMUNITY ENGAGEMENT	45,000.00
Police Prisoner Custody			
00413238	SAVE MART SUPERMARKETS	JAIL SUPPLIES	188.81
Police Community Policing			
00413067	FASTRAK VIOLATION PROCESSING	PD VEHICLE FASTRAK	7.00
00413138	ARK PET HOSPITAL INC, THE	K9 VET VISIT	480.44
00413145	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00413161	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00413172	EMPLOYEE	ADVANCED DISABILITY PENSION	8,984.50
00413188	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
00413197	EMPLOYEE	ADVANCED DISABILITY PENSION	5,466.50
00413248	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
Police Traffic Division			
00413182	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
Police Investigations			
00413041	CELLEBRITE USA INC	CRIME ANALYSIS	4,390.00
00413048	COMMUNITY VIOLENCE SOLUTIONS	FY24-25 EXPENSES	17,340.75
00413096	PEN LINK	CRIME ANALYSIS	4,287.50
00413205	MAGNET FORENSICS USA INC	CRIME ANALYSIS	4,720.00
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	2,852.39
00413238	SAVE MART SUPERMARKETS	INV SUPPLIES	53.36
PD Special Investigations Unit			
00413208	EMPLOYEE	ADVANCED DISABILITY PENSION	5,685.00
Police Communications			
00413016	AMS DOT NET INC	PROFESSIONAL SERVICES	625.00
00413023	AT AND T MCI	PHONES	2,076.28
00413089	NET TRANSCRIPTS	TRANSCRIPT SERVICES	315.94
00413224	PACIFIC TELEMANAGEMENT SERVICES	PAY PHONE	78.00
00413230	RADIO IP SOFTWARE INC	VPN SERVICE	3,718.62
Office Of Emergency Management			
00413023	AT AND T MCI	PHONES	450.32
Police Facilities Maintenance			
00413014	AMERICAN PLUMBING INC	PLUMBING SERVICES	489.25
00413023	AT AND T MCI	PHONES	143.17
00413024	AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR	307.44
00413054	COUNTY LOCK	LOCKSMITH SERVICES	223.73
00413063	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	3,300.00
00413099	REAL PROTECTION INC	FIRE INSPECTION	411.27
00413102	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	860.53



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413186	HOME DEPOT, THE	SUPPLIES	440.44
00948264	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	2,695.07
Youth Network Services			
00413028	BRIDGE BUILDERS TO THE NEW GENERATION	SUMMER CAMP	41,500.00
00413053	COUNSELING OPTIONS PARENT ED SUPPORT	YOUTH WORKSHOP	10,000.00
00413120	VERIZON WIRELESS	DATA USAGE	105.02
Housing and Homelessness			
00413120	VERIZON WIRELESS	DATA USAGE	52.66
00413196	KATHARINE G BRISTOL	PROFESSIONAL SERVICES	5,300.00
PSCR Administration			
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	53.22
00413120	VERIZON WIRELESS	DATA USAGE	52.66
00413154	CANON FINANCIAL SERVICES	COPIER LEASE	204.13
Community Development Administration			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	243.51
Community Development Land Planning Services			
00413055	CSI ERGONOMIC FURNITURE, INC	OFFICE CHAIR	860.09
00948261	BAY AREA NEWS GROUP - EAST BAY	LEGAL AD	203.70
CD Code Enforcement			
00413195	JOHNSTON, AMY E	EXPENSE REIMBURSEMENT	95.95
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	49.54
00413241	STAMM ENTERPRISES, LTD	MONTHLY STORAGE FEE	255.00
PW Engineer Land Development			
00413023	AT AND T MCI	PHONES	56.33
00413120	VERIZON WIRELESS	DATA USAGE	76.02
00413160	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	7,440.00
00413191	INTERWEST CONSULTING GROUP INC	PROFESSIONAL SERVICES	165,953.75
00413250	VERIZON WIRELESS	DATA USAGE	52.66
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	152.09
Community Development Building Inspection			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	169.98
Capital Imp. Administration			
00413120	VERIZON WIRELESS	DATA USAGE	38.01
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	308.78
206 American Rescue Plan Fund			
Non Departmental			
00413105	RUDRAM LLC	BRIDGE HOUSING SERVICES	97,333.33
00413142	BAY AREA COMMUNITY SERVICES INC	BRIDGE HOUSING SERVICES	126,553.52
208 PLHA Grant Fund			
PLHA			
00413128	WINTER NIGHTS FAMILY SHELTER INC	Q3 FY 23-24 SERVICES	38,021.23
209 RMRA Fund			
Streets			
00413148	BKF ENGINEERS INC	PROFESSIONAL SERVICES	3,537.50
212 CDBG Fund			
CDBG			
00413051	CONTRA COSTA SENIOR LEGAL SERVICES	Q3 FY 23-24 SERVICES	3,454.81
00413164	CONTRA COSTA FAMILY JUSTICE ALLIANCE	Q3 FY 23-24 SERVICES	4,458.88



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

213	Gas Tax Fund		
Streets			
00413095	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	400.21
00413223	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	194.74
214	Animal Services Fund		
Animal Services			
00413009	AIRGAS USA LLC	OXYGEN	371.02
00413049	CONCORD FEED	CAT LITER	449.50
00413087	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	427.50
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	235.94
00413121	VICTOR MEDICAL COMPANY	RESCUE CONCENTRATE	231.63
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	130.57
215	Civic Arts Fund		
Civic Arts			
00413042	CHARLES, DWAYNE	JUNETEENTH CELEBRATION	1,490.00
216	Park-In-Lieu Fund		
Parks & Open Space			
00413104	ROYSTON HANAMOTO ALLEY AND ABEY	PROFESSIONAL SERVICES	16,531.25
219	Recreation Fund		
Non departmental			
00413103	ROPATI, HENRY	DEPOSIT REFUND	850.00
00413199	KYLES, CARLI	DEPOSIT REFUND	500.00
00413215	OPPORTUNITY JUNCTION	DEPOSIT REFUND	1,000.00
00413240	SIAS, PATRICIA JORDAN	DEPOSIT REFUND	1,000.00
Nick Rodriguez Community Cent			
00413014	AMERICAN PLUMBING INC	PLUMBING SERVICES	350.00
00413099	REAL PROTECTION INC.	FIRE INSPECTION	114.49
00413102	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	220.00
00413133	AMERICAN PLUMBING INC	PLUMBING SERVICES	525.00
00413156	CANON FINANCIAL SERVICES	COPIER LEASE	287.28
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	973.88
Senior Programs			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	1,434.01
00413014	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,455.00
00413023	AT AND T MCI	PHONES	76.86
00413027	BRADY INDUSTRIES	JANITORIAL SUPPLIES	313.02
00413059	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	695.64
00413214	MYSENIORCENTER	MY SENIOR CENTER MAINT	1,317.00
00413219	OG CHARTER AND TOURS LLC	TRANSPORTATION	130.00
00948264	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	235.91
00948274	CDW GOVERNMENT INC	CASH DRAWER	247.37
Recreation Sports Programs			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	97.43
00413023	AT AND T MCI	PHONES	28.94
00413029	BSN SPORTS LLC	SPORTS EQUIPMENT	767.70
00413058	DAVIS, WAYNE	REFEREE	1,974.00
00413120	VERIZON WIRELESS	DATA USAGE	39.02
00413141	BAY ALARM COMPANY	ALARM SERVICES	75.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413162	CONCORD SOFTBALL UMPIRES	UMPIRE SERVICES	2,680.00
00413168	DAVIS, WAYNE	REFEREE	987.00
00413169	DAVIS, WAYNE	REFEREE	987.00
Recreation-Comm Center			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	566.03
00413023	AT AND T MCI	PHONES	30.05
00413070	FIRST STUDENT INC	SUMMER CAMP BUS	3,500.30
00413086	MOORE, O'NE KARA'LINA	EXPENSE REIMBURSEMENT	24.13
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	34.18
00413095	PACIFIC GAS AND ELECTRIC CO	GAS	14,178.10
00413099	REAL PROTECTION INC.	FIRE INSPECTION	253.71
00413144	BE EXCEPTIONAL	CONTRACTOR PAYMENT	4,272.00
00413186	HOME DEPOT, THE	SUPPLIES	613.61
00413206	MANUEL A MINZER	CONTRACTOR PAYMENT	336.00
00413210	MUIR, ROXANNE	CONTRACTOR PAYMENT	504.00
00948264	CONSOLIDATED ELECTRICAL DIST INC	ELECTRICAL SUPPLIES	209.35
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	878.43
Recreation Water Park			
00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	2,050.69
00413015	AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	547.00
00413023	AT AND T MCI	PHONES	168.98
00413068	FASTSIGNS	SIGNS	2,399.67
00413099	REAL PROTECTION INC.	FIRE INSPECTION	383.21
00413170	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	3,739.07
00413202	LIMBLE SOLUTIONS INC	LICENSE	264.37
00413231	RAYMOND, CAITLIN	CLOSURE REFUND	270.00
00413252	WALLACE, STACY	CLOSURE REFUND	315.00
00413254	YOUNG, MYRNA	CLOSURE REFUND	360.00
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	325.61
222	Measure C/J Fund		
Non departmental			
Streets			
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	38,670.98
00413125	WEST COVINA WHOLESALE NURSERY LLC	PLANTS	4,828.63
00413163	CONSOLIDATED ENGINEERING INC	PROGRESS PAYMENT # 5	19,442.00
226	Solid Waste Reduction Fund		
Solid Waste Used Oil			
00413060	DELTA DIABLO	HAZARDOUS WASTE FEE	5,695.86
Solid Waste			
00413060	DELTA DIABLO	HAZARDOUS WASTE FEE	18,749.28
00413064	ECOHERO SHOW LLC, THE	PROFESSIONAL SERVICES	1,500.00
229	Pollution Elimination Fund		
Channel Maintenance Operation			
00413084	LIVE OAK ASSOCIATES INC	PROFESSIONAL SERVICES	3,549.41
00413239	SHERWIN WILLIAMS CO	SUPPLIES	71.91
251	Lone Tree SLLMD Fund		
Lonetree Maintenance Zone 1			
00413023	AT AND T MCI	PHONES	115.76



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	189.17
Lonetree Maintenance Zone 2			
00413023	AT AND T MCI	PHONES	199.47
Lonetree Maintenance Zone 3			
00413023	AT AND T MCI	PHONES	86.82
00413207	MCARDLE DESIGN INC	PROFESSIONAL SERVICES	8,143.43
Lonetree Maintenance Zone 4			
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	302.61
252	Downtown SLLMD Fund		
Downtown Maintenance			
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	189.17
00413207	MCARDLE DESIGN INC	PROFESSIONAL SERVICES	4,742.14
254	Hillcrest SLLMD Fund		
Hillcrest Maintenance Zone 1			
00413023	AT AND T MCI	PHONES	182.57
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	491.84
Hillcrest Maintenance Zone 2			
00413023	AT AND T MCI	PHONES	202.58
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	673.44
Hillcrest Maintenance Zone 4			
00413023	AT AND T MCI	PHONES	172.09
00413117	TERRACARE ASSOCIATES	REPAIR SERVICES	903.34
255	Park 1A Maintenance District Fund		
Park 1A Maintenance District			
00413023	AT AND T MCI	PHONES	28.94
00413047	COMCAST	CONNECTION SERVICES	123.80
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	491.84
256	Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3			
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.56
Citywide 2A Maintenance Zone 6			
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	454.00
Citywide 2A Maintenance Zone 8			
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	37.83
Citywide 2A Maintenance Zone 9			
00413023	AT AND T MCI	PHONES	115.76
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	113.50
257	SLLMD Administration Fund		
SLLMD Administration			
00413018	ANTIOCH ACE HARDWARE	SUPPLIES	7.88
00413023	AT AND T MCI	PHONES	157.31
00413077	HAWTHORN VENTURES LLC	UNIFORMS	216.26
00413117	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	453.70
00413250	VERIZON WIRELESS	DATA USAGE	76.02
311	Capital Improvement Fund		
Parks & Open Space			
00413118	THE KPA GROUP	PROFESSIONAL SERVICES	6,730.00

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

Energy Efficiency

00413064	ECOHERO SHOW LLC, THE	PROFESSIONAL SERVICES	1,500.00
312	Prewett CIP Fund		

Parks & Open Space

00413013	AMAZON CAPITAL SERVICES INC	OFFICE SUPPLIES	329.35
00413020	ANTIOCH GLASS	REPLACEMENT MIRROR	1,058.50

570 Equipment Maintenance Fund

Non departmental

00413078	HUNT AND SONS INC	FUEL	18,259.61
00413189	HUNT AND SONS INC	FUEL	5,492.00

Equipment Maintenance

00413025	BELLECI INC	OFFICE SUPPLIES	144.21
00413044	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	543.26
00413073	FRONTIER ENERGY INC	PROFESSIONAL SERVICES	114.75
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	68.48
00413093	OREILLY AUTO PARTS	AUTO PARTS	721.36
00413102	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	210.00
00413122	WALNUT CREEK FORD	AUTO PARTS	834.39
00413166	CRESCO EQUIPMENT RENTALS & AFFILIATES	PARTS	609.92
00413201	LIM AUTOMOTIVE SUPPLY INC	PARTS	264.99
00413221	OREILLY AUTO PARTS	PARTS	2,044.81
00413244	STOMMEL INC	PARTS	486.83
00413250	VERIZON WIRELESS	DATA USAGE	38.01
00948279	PETERSON TRACTOR CO	PARTS	104.71
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	102.17

573 Information Services Fund

Information Services

00413023	AT AND T MCI	PHONES	111.09
00413250	VERIZON WIRELESS	DATA USAGE	262.55

Network Support & PCs

00413023	AT AND T MCI	PHONES	277.37
00413072	FRESHWORKS INC	ANNUAL SOFTWARE RENEWAL	5,812.80
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	14.16

Telephone System

00413023	AT AND T MCI	PHONES	2,230.19
00413134	AMS DOT NET INC	PROFESSIONAL SERVICES	475.00

GIS Support Services

00413250	VERIZON WIRELESS	DATA USAGE	371.21
----------	------------------	------------	--------

577 Post Retirement Medical-Police Fund

Non Departmental

00413256	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00413266	RETIREE	MEDICAL AFTER RETIREMENT	1,477.26
00413270	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00413272	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00413274	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00413275	RETIREE	MEDICAL AFTER RETIREMENT	96.74
00413276	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00413278	RETIREE	MEDICAL AFTER RETIREMENT	1,783.68



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413279	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00413280	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948286	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948287	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948288	RETIREE	MEDICAL AFTER RETIREMENT	108.33
00948292	RETIREE	MEDICAL AFTER RETIREMENT	1,189.20
00948293	RETIREE	MEDICAL AFTER RETIREMENT	404.78
00948295	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948296	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948300	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948302	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948309	RETIREE	MEDICAL AFTER RETIREMENT	1,021.41
00948310	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948315	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948317	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948319	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948323	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948334	RETIREE	MEDICAL AFTER RETIREMENT	1,557.12
00948335	RETIREE	MEDICAL AFTER RETIREMENT	1,268.03
00948340	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948341	RETIREE	MEDICAL AFTER RETIREMENT	873.00
00948342	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948356	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948357	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948358	RETIREE	MEDICAL AFTER RETIREMENT	232.43
00948359	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948362	RETIREE	MEDICAL AFTER RETIREMENT	546.39
00948364	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948371	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948372	RETIREE	MEDICAL AFTER RETIREMENT	485.80
00948373	RETIREE	MEDICAL AFTER RETIREMENT	1,838.54
00948374	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948377	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948388	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948391	RETIREE	MEDICAL AFTER RETIREMENT	2,383.00
00948395	RETIREE	MEDICAL AFTER RETIREMENT	935.09
00948397	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948398	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948406	RETIREE	MEDICAL AFTER RETIREMENT	1,124.55
00948409	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948410	RETIREE	MEDICAL AFTER RETIREMENT	739.30
00948412	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948414	RETIREE	MEDICAL AFTER RETIREMENT	1,375.12
00948418	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948427	RETIREE	MEDICAL AFTER RETIREMENT	656.87
00948428	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948430	RETIREE	MEDICAL AFTER RETIREMENT	1,387.69
00948438	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82



CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MAY 17 - MAY 30, 2024
 FUND/CHECK #

00948439	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948441	RETIREE	MEDICAL AFTER RETIREMENT	475.66
00948443	RETIREE	MEDICAL AFTER RETIREMENT	55.00
00948447	RETIREE	MEDICAL AFTER RETIREMENT	492.58
00948448	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948451	RETIREE	MEDICAL AFTER RETIREMENT	353.71
00948457	RETIREE	MEDICAL AFTER RETIREMENT	852.80
00948461	RETIREE	MEDICAL AFTER RETIREMENT	757.82
00948462	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948464	RETIREE	MEDICAL AFTER RETIREMENT	21.52
00948465	RETIREE	MEDICAL AFTER RETIREMENT	864.41
578	Post Retirement Medical-Misc Fund		
	Non Departmental		
00413255	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00413258	RETIREE	MEDICAL AFTER RETIREMENT	172.00
00413261	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413262	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00413263	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00413265	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413268	RETIREE	MEDICAL AFTER RETIREMENT	419.79
00413269	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00413281	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413282	RETIREE	MEDICAL AFTER RETIREMENT	289.77
00413285	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00948285	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948289	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948291	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948294	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948299	RETIREE	MEDICAL AFTER RETIREMENT	76.69
00948304	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948307	RETIREE	MEDICAL AFTER RETIREMENT	407.77
00948308	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948311	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948312	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948313	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948316	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948321	RETIREE	MEDICAL AFTER RETIREMENT	354.69
00948324	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948327	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948330	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948333	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948336	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948337	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948338	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948339	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948346	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948347	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948348	RETIREE	MEDICAL AFTER RETIREMENT	155.52



CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MAY 17 - MAY 30, 2024
 FUND/CHECK #

00948349	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948350	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948354	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948355	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948365	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948366	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948370	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948376	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948381	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948382	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948383	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948385	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948386	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948392	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948394	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948400	RETIREE	MEDICAL AFTER RETIREMENT	197.69
00948404	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00948405	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948407	RETIREE	MEDICAL AFTER RETIREMENT	42.00
00948411	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948415	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948417	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948421	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948426	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948429	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948434	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948445	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948450	RETIREE	MEDICAL AFTER RETIREMENT	24.32
00948453	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948460	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948463	RETIREE	MEDICAL AFTER RETIREMENT	79.69
579	Post Retirement Medical-Mgmt Fund		
	Non Departmental		
00413257	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413259	RETIREE	MEDICAL AFTER RETIREMENT	1,476.00
00413260	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00413264	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413267	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00413271	RETIREE	MEDICAL AFTER RETIREMENT	397.82
00413273	RETIREE	MEDICAL AFTER RETIREMENT	81.52
00413277	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00413283	RETIREE	MEDICAL AFTER RETIREMENT	445.66
00413284	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00413286	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948290	RETIREE	MEDICAL AFTER RETIREMENT	316.68
00948297	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948298	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948301	RETIREE	MEDICAL AFTER RETIREMENT	552.38



CLAIMS BY FUND REPORT
 FOR THE PERIOD OF
 MAY 17 - MAY 30, 2024
 FUND/CHECK #

00948303	RETIREE	MEDICAL AFTER RETIREMENT	167.79
00948305	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948306	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948314	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948318	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948320	RETIREE	MEDICAL AFTER RETIREMENT	92.00
00948322	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948325	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948326	RETIREE	MEDICAL AFTER RETIREMENT	209.01
00948328	RETIREE	MEDICAL AFTER RETIREMENT	451.37
00948329	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948331	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948332	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948343	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948344	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948345	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948351	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00948352	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948353	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948360	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948361	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00948363	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948367	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948368	RETIREE	MEDICAL AFTER RETIREMENT	236.69
00948369	RETIREE	MEDICAL AFTER RETIREMENT	2,498.67
00948375	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948378	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948379	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948380	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948384	RETIREE	MEDICAL AFTER RETIREMENT	654.66
00948387	RETIREE	MEDICAL AFTER RETIREMENT	656.20
00948389	RETIREE	MEDICAL AFTER RETIREMENT	609.06
00948390	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948393	RETIREE	MEDICAL AFTER RETIREMENT	1,681.54
00948396	RETIREE	MEDICAL AFTER RETIREMENT	291.15
00948399	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948401	RETIREE	MEDICAL AFTER RETIREMENT	1,885.82
00948402	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948403	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948408	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948413	RETIREE	MEDICAL AFTER RETIREMENT	864.41
00948416	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948419	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948420	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948422	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948423	RETIREE	MEDICAL AFTER RETIREMENT	137.69
00948424	RETIREE	MEDICAL AFTER RETIREMENT	856.90
00948425	RETIREE	MEDICAL AFTER RETIREMENT	197.69



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00948431	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948432	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948433	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948435	RETIREE	MEDICAL AFTER RETIREMENT	263.02
00948436	RETIREE	MEDICAL AFTER RETIREMENT	683.04
00948437	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948440	RETIREE	MEDICAL AFTER RETIREMENT	432.38
00948442	RETIREE	MEDICAL AFTER RETIREMENT	318.86
00948444	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948446	RETIREE	MEDICAL AFTER RETIREMENT	552.38
00948449	RETIREE	MEDICAL AFTER RETIREMENT	110.00
00948452	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948454	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948455	RETIREE	MEDICAL AFTER RETIREMENT	316.38
00948456	RETIREE	MEDICAL AFTER RETIREMENT	2,471.54
00948458	RETIREE	MEDICAL AFTER RETIREMENT	79.69
00948459	RETIREE	MEDICAL AFTER RETIREMENT	1,987.00
611	Water Fund		
	Non departmental		
00413071	FIRST VANGUARD RENTALS AND SALES INC	MAINTENANCE SUPPLIES	1,777.95
00413101	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	1,641.59
00413112	STANDARD PLUMBING SUPPLY CO. INC	PLUMBING SUPPLIES	884.79
00413147	BISHOP CO	SUPPLIES	975.56
00413177	FASTENAL CO	INDUSTRIAL SUPPLIES	3,107.02
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	281.85
00413235	ROADSAFE TRAFFIC SYSTEMS INC	SUPPLIES	460.95
00413242	STANDARD PLUMBING SUPPLY CO INC	SUPPLIES	476.32
00413245	SUNRISE ENVIRONMENTAL	PARTS	436.79
00948276	GRAINGER INC	SUPPLIES	851.42
	Water Supervision		
00413250	VERIZON WIRELESS	DATA USAGE	350.09
	Water Production		
00413017	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00413023	AT AND T MCI	PHONES	822.81
00413045	CITY OF BRENTWOOD	GROUNDWATER SUPPORT SVC	1,104.72
00413050	CONNELLY, BRIAN K	SAFETY SHOES-CONNELLY, B	350.00
00413052	CONTRA COSTA WATER DISTRICT	TREATED WATER	9.04
00413061	DEPARTMENT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION	225.00
00413063	DREAM RIDE ELEVATOR	ELEVATOR SERVICES	2,244.50
00413066	ENVIRONMENTAL RESOURCE ASSOCIATES	LAB REAGENTS	3,151.49
00413076	HASA INC	CHEMICALS	73,633.75
00413077	HAWTHORN VENTURES LLC	UNIFORMS	73.78
00413109	SHERWIN WILLIAMS CO	PAINT	169.72
00413119	UNIVAR SOLUTIONS USA INC	CHEMICALS	17,962.65
00413123	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	1,734.84
00413131	ALAMEDA ELECTRICAL DISTRIBUTORS	PARTS	261.12
00413135	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	150.00
00413149	BRENTAG PACIFIC INC	CHEMICALS	5,393.82



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413152	CANON FINANCIAL SERVICES	COPIER LEASE	22.61
00413165	CONTRA COSTA WATER DISTRICT	RAW WATER	522,680.94
00413173	EBMUD	BACC PARTICIPATION FEE	2,397.60
00413176	ENTERRA ENVIRONMENTAL	TRAINING FEES	3,600.00
00413179	FRANK A OLSEN COMPANY INC	PARTS	9,442.16
00413184	HASA INC	CHEMICALS	14,391.95
00413186	HOME DEPOT, THE	SUPPLIES	325.59
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	505.65
00413234	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	1,225.00
00413250	VERIZON WIRELESS	DATA USAGE	183.55
00413251	VESTIS GROUP INC	WEEKLY CLEANING SUPPLIES	758.38
00948263	CHEMTRADE CHEMICALS US LLC	CHEMICALS	7,982.00
00948266	RED WING SHOE STORE	SAFETY SHOES- JOLIVETTE, N	350.00
00948275	CHEMTRADE CHEMICALS US LLC	CHEMICALS	3,946.79
Water Distribution			
00413016	AMS DOT NET INC	WIRING SERVICES	26.34
00413019	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,530.66
00413023	AT AND T MCI	PHONES	28.94
00413043	CHECK PROCESSORS INC	MONTHLY LOCKBOX	767.51
00413075	GRANZOW INC	PARTS	134.72
00413077	HAWTHORN VENTURES LLC	UNIFORMS	1,110.51
00413083	LIM AUTOMOTIVE SUPPLY INC	PARTS	153.64
00413088	NATIONAL TRENCH SAFETY, INC	SHORING BOX - WATER EMERG	2,354.28
00413091	NO CA BACKFLOW PREVENTION ASSOC	BACKFLOW TRAINING CLASS	450.00
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	45.64
00413094	PACE SUPPLY CORP	PARTS	1,818.97
00413112	STANDARD PLUMBING SUPPLY CO. INC.	PLUMBING SUPPLIES	63.47
00413126	WHITE CAP LP	SUPPLIES	460.95
00413137	ANTIOCH ACE HARDWARE	SUPPLIES	19.73
00413170	DC ELECTRIC GROUP INC	ELECTRICAL SERVICES	184.82
00413176	ENTERRA ENVIRONMENTAL	TRAINING FEES	3,600.00
00413177	FASTENAL CO	INDUSTRIAL SUPPLIES	530.63
00413180	GRANITE CONSTRUCTION CO	SUPPLIES	2,427.67
00413187	HOPKINS, STEPHEN ARTHUR	EXPENSE REIMBURSEMENT	59.22
00413192	ISINGS CULLIGAN	WATER SERVICE	28.50
00413216	OCCUPATIONAL HEALTH CENTERS OF CA INC	MEDICAL	62.00
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	16.52
00413222	PACE SUPPLY CORP	PARTS	1,059.06
00413236	ROBERTS AND BRUNE CO	PARTS	3,602.38
00413242	STANDARD PLUMBING SUPPLY CO. INC.	SUPPLIES	1,665.48
00413250	VERIZON WIRELESS	DATA USAGE	3,501.50
00948269	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER	413.67
00948276	GRAINGER INC	PARTS	825.43
00948277	INFOSEND INC	PRINT AND MAIL SERVICES	9,404.90
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	382.64
Public Buildings & Facilities			
00413157	CDM SMITH INC	PROFESSIONAL SERVICES	110,674.10
00413167	CSI METRICS LLC	PROFESSIONAL SERVICES	14,971.84

CITY OF
ANTIOCH
CALIFORNIA

CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

00413247	THOMAS C. PAVLETIC	PROFESSIONAL SERVICES	2,380.00
00948273	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	46,187.59
621	Sewer Fund		
	Swr-Wastewater Administration		
00413016	AMS DOT NET INC	WIRING SERVICES	26.34
00413019	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	4,530.65
00413023	AT AND T MCI	PHONES	58.99
00413034	CANON FINANCIAL SERVICES	LATE FEE	25.00
00413035	CANON FINANCIAL SERVICES	LATE FEE	25.00
00413036	CANON FINANCIAL SERVICES	LATE FEE	11.14
00413037	CANON FINANCIAL SERVICES	COPIER LEASE	36.24
00413038	CANON FINANCIAL SERVICES	COPIER LEASE	74.14
00413043	CHECK PROCESSORS INC	MONTHLY LOCKBOX	767.51
00413056	CWEA SFBS	T WILSON MEMBERSHIP	221.00
00413060	DELTA DIABLO	HAZARDOUS WASTE FEE	37,554.86
00413071	FIRST VANGUARD RENTALS AND SALES INC	SUPPLIES	223.78
00413077	HAWTHORN VENTURES LLC	UNIFORMS	467.46
00413080	JACK DOHENY COMPANY	PARTS	248.34
00413092	OFFICE DEPOT INC	OFFICE SUPPLIES	45.65
00413127	WILSEY HAM	PROFESSIONAL SERVICES	2,039.00
00413136	ANTIOCH ACE HARDWARE	SUPPLIES	293.63
00413158	CHUCKS BRAKE AND WHEEL SERVICE INC	PARTS	2,425.48
00413176	ENTERRA ENVIRONMENTAL	TRAINING FEES	2,687.67
00413180	GRANITE CONSTRUCTION CO	SUPPLIES	2,427.67
00413185	HAWTHORN VENTURES LLC	SAFETY SHOES- BEACH, T	275.00
00413192	ISINGS CULLIGAN	WATER SERVICE	28.50
00413193	JACK DOHENY COMPANY	SERVICES	184.60
00413218	OFFICE DEPOT INC	OFFICE SUPPLIES	233.59
00413228	PONDER ENVIRONMENTAL SERVICES INC	PROFESSIONAL SERVICES	9,048.93
00413250	VERIZON WIRELESS	DATA USAGE	3,193.69
00948269	WILLIAMS SCOTSMAN INC	STORAGE CONTAINER	413.68
00948276	GRAINGER INC	PARTS	126.76
00948277	INFOSEND INC	PRINT AND MAIL SERVICES	9,404.91
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	287.60
631	Marina Fund		
	Marina Administration		
00413010	ALHAMBRA	WATER SERVICE	45.47
00413099	REAL PROTECTION INC.	FIRE INSPECTION	79.39
00413100	REINHOLDT ENGINEERING CONSTR	TESTING SERVICES	540.00
00413102	ROBINS LOCK AND KEY	LOCKSMITH SERVICES	225.00
00413114	STEPHANIES AUTO CLEARANCE	BOAT LIEN SALE APPLICATION	55.00
00413150	BRENTWOOD PRESS AND PUBLISHING INC	SPRING ADS	999.00
00413203	LOPEZ MNTS SVCS LLC	PROFESSIONAL SERVICES	2,800.00
00413234	REINHOLDT ENGINEERING CONSTR	INSPECTION SERVICES	175.00
00413250	VERIZON WIRELESS	DATA USAGE	38.01
00948281	UBEO BUSINESS SERVICES	COPIER USAGE	34.65



AS HOUSING SUCCESSOR TO
THE ANTIOCH DEVELOPMENT AGENCY
CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 17 - MAY 30, 2024
FUND/CHECK #

227	Housing Fund		
<i>Housing</i>			
00413108	SHELTER INC	Q2 FY 23-24 SERVICES	42,331.69
00413128	WINTER NIGHTS FAMILY SHELTER INC	Q3 FY 23-24 SERVICES	3,296.75



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: REJECTION OF CLAIM: PRETIKA POONAM SINGH

RECOMMENDED ACTION

It is recommended that the City Council reject the claim submitted by Pretika Poonam Singh.

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

ATTACHMENTS

None.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lori Medeiros, Administrative Analyst I

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

SUBJECT: First Amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services; PW 700-4

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the first amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services, which increases the contract by \$267,165 for a total contract amount of \$317,165; and
2. Authorizing the Acting City Manager to execute the amendment to the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

FISCAL IMPACT

Adoption of this resolution will increase The KPA Group's contract in an amount not to exceed \$267,165 for a total contract amount of \$317,165. There is adequate funding for this project in the FY 2023/24 Operating Budget.

DISCUSSION

On March 3, 2023, staff solicited qualifications from six consulting firms, builders exchanges and posted on the City's website for Citywide Space Planning and Architectural Consultation Services.

On March 30, 2023, Citywide Space Planning and Architectural Consultation Services qualifications were received from The KPA Group, RIM Architects, AC Martin, HGA, Indigo Hammond & Playle, Interactive Resources, LPAS, Ratcliff and SVA Architects. Based on the content of the qualifications, The KPA Group, Indigo Hammond & Playle and RIM Architects were selected to provide these services.

On December 12, 2023, the City entered into a Consulting Services Agreement with The KPA Group in the amount of \$50,000 to provide citywide space planning and architectural consultation services.

Staff is recommending the City Council amend The KPA Group's agreement to provide citywide space planning and architectural consultation services for the second phase of the City Hall Office Modifications project. These services may include improved workspace layout for increased staff work efficiency, recommendations for new furniture, general revisions to wall and space layout, modifications to electrical panels and capacity upgrades as required for improvements, modifications of HVAC systems improvements for new space layout, replacement of carpet finishes, and replacement of paint finishes.

ATTACHMENTS

- A. Resolution
Exhibit 1
- B. Request for Qualifications for City Space Planning and Architectural Consulting Services (March 30, 2023)

ATTACHMENT "A"

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING THE FIRST AMENDMENT TO THE CONSULTING SERVICES
AGREEMENT WITH THE KPA GROUP FOR CITYWIDE SPACE PLANNING AND
ARCHITECTURAL CONSULTATION SERVICES AND AUTHORIZING THE ACTING
CITY MANAGER TO EXECUTE THE AMENDMENT TO THE AGREEMENT**

WHEREAS, on December 12, 2023, The KPA Group ("KPA") entered into a Consulting Services Agreement in the amount of \$50,000 to provide citywide space planning and architectural consultation services;

WHEREAS, the City desires the need for services for the second phase of the City Hall Office Modifications project; and

WHEREAS, the City Council has considered approving the first amendment to the Consulting Services Agreement and authorizing the Acting City Manager to execute the amendment to the agreement with KPA to provide citywide space planning and architectural consultation services for the second phase of the City Hall Office Modifications project and increase the contract in the amount of \$267,165 for a total contract amount of \$317,165.

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

1. Approves the first amendment to the Consulting Services Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services, which increases the contract by \$267,165 for a total contract amount of \$317,165; and
2. Authorizes the Acting City Manager to execute the amendment to the Agreement (Exhibit "1") in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2024/**

June 11, 2024

Page 2

I **HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT "1"

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND THE KPA GROUP FOR THE CITYWIDE SPACE
PLANNING AND ARCHITECTURAL CONSULTATION SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 11th day of June 2024, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and THE KPA GROUP, their address is 6700 Koll Center Parkway, Suite 125, Pleasanton, CA 94566 ("Consultant").

R E C I T A L S

WHEREAS, on December 12, 2023, The KPA Group entered into an Agreement for Citywide Space Planning and Architectural Consultation Services ("Agreement") in the amount of \$50,000; and

WHEREAS, on June 11, 2024, the City Council has considered the first amendment to the Agreement with The KPA Group for Citywide Space Planning and Architectural Consultation Services in the amount of \$267,165 for a total contract amount of \$317,165 and has considered authorizing the Acting City Manager to execute the first amendment.

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

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

"Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

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

"CITY hereby agrees to pay Consultant a sum not to exceed \$317,165, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

THE KPA GROUP

By: _____
Kwame P. Reed, Acting City Manager

By: _____
Paul W. Powers, President

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney



THE KPA GROUP

ENGINEERS
ARCHITECTS

January 8, 2024

Scott Buenting, P.E.
Public Works Director/City Engineer
City of Antioch
P.O. Box 5007
Antioch, CA 94531

Subject: Antioch City Hall – Space Planning and Design Services

Dear Scott,

The City of Antioch is interested in obtaining space planning services and performing interior renovations at City Hall for revised space and building floor layouts at the basement and second floor levels. The purpose of this agreement is to establish a scope of services and compensation for design services required for space planning associated construction documents. KPA met with the City on March 1, 2024 to discuss the project and view City Hall spaces. The Antioch City Hall is located at 200 H Street. A scope of services for construction administration services will be provided to the City upon completion of the bidding phase.

Project Understanding

The Antioch City Hall currently houses the majority of City employees and departments. Recent City Hall remodels include a council chambers remodel, updated furniture and terrazzo flooring installation. The existing City Hall floor layout provides separation of different departments and employees based on work requirements and level of public interaction. Departments located at the basement and second floor levels include Information Systems, Public Works (including Capital Improvements and Engineering Division), and Public Safety and Community Development (including Building, Planning and Code Enforcement division). The basement and second floor levels currently provide an inefficient work layout for multiple departments. The existing working areas as currently designed are not ideal for functionality of the building and staff. The City has previously installed accessible parking, pathway and signage upgrades outside the building. No work is anticipated at the exterior of the building or the site.

At the basement level, the following improvements are required:

- Provide improved space layout for increased staff work efficiency
- Provide recommendations for replacement finishes
- Coordinate with City for lighting needs
- Provide recommendations for new systems furniture
- Remove portions of the raised floor at Information Systems area. Improve path of travel
- Provide improvements to IS Department break area
- Research opportunities for increased natural light and incorporate as feasible into design
- Define phasing plan for basement area spaces during construction
- Small improvements to open Capital Improvements work area
- Replacement of window sills
- Renovations to existing mail and print room spaces for better alignment with current space and use requirements including for new staff break area

- Removal of existing island at mail room area

At the second story level, the following improvements are required:

- Provide new workspace layout for Community Development staff
- Provide improvements to public-facing service counter
- Provide recommendations for new furniture for second level to be movable
- Potential relocation of lactation room
- General revisions to wall and space layout

Overall modifications to both basement and second level including general building improvements desired include:

- Building electrical panels and capacity upgrades as required for improvements
- Building HVAC systems improvements for new space layout
- Provide new EXIT lighting
- Revisions to fire alarm and fire suppression system as aligned to the new design
- Replacement of carpet finishes
- Replacement of paint finishes
- Replacement of other finishes as appropriate

The City of Antioch desires to perform this project in two phases – an initial space planning phase and a second phase for complete design and construction documents.

Scope of Services – Phase 1

The City of Antioch wishes to obtain an understanding of current spatial requirements for basement and second level City Hall spaces to guide the final design. This document provides a Scope of Services for space planning services toward required improvements.

The Phase 1 scope of services is organized into the following elements:

- Project Management and Coordination
- Field Investigation
- Space Programming
- Concept Formation & Cost Estimating

Project Management and Coordination

The KPA Group will manage our architectural and engineering services for the project. We will consult with the City of Antioch, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the space programming process will be documented.

The KPA Group will meet with the City of Antioch and included department staff to discuss the needs and elements related to space improvements. KPA will coordinate and communicate with Antioch's project design team to align project goals with programming efforts. A schedule for recurring progress meetings will be established at kickoff. KPA anticipates minimal involvement from mechanical, electrical or plumbing consultants during the space programming project phase.

Field Investigation

We will visit Antioch City Hall for a closer investigation of existing building spaces, condition of building finishes at basement and second levels, and documentation of existing equipment. Existing finishes conditions will be documented in a field assessment checklist for possible replacement as part of the project design.

We will verify the City-provided floor plan and measure the existing floor plan to develop an accurate base plan. Existing space layout at basement and second levels will be documented conceptually as a basis to begin space programming.

Space Programming

KPA will assess needs of spaces for offices, meeting rooms, break areas, storage, restrooms, private work areas, support spaces and other relevant spaces. Floor plans will be utilized to illustrate possible areas of improvement.

Space Programming will begin with a KPA-conducted orientation meeting to discuss current space deficiencies, possible workspace improvements, future staffing considerations and workspace changes. KPA will produce a worksheet to be completed by staff that describes different types of workspaces and potential deficiencies that exist at each space. The space planning worksheet separates typical administrative office spaces by type and size, and the worksheet allows for separate deficiencies related to spaces to be explained by staff and understood by KPA. Findings from discussion and completed worksheets will present an understanding of space requirements for various positions and employee spaces.

A space program will be developed showing desired space requirements and adjacencies to be incorporated into new floor plan layouts as part of the design. Square footages for overall department space areas will be identified. Defined space needs will be utilized to develop options for possible relocation of departments or employees into different areas within the basement and second levels. Other space planning criteria including ADA requirements, exiting needs, fire and life safety considerations and other building code requirements will be considered and confirmed during this task. Findings from space needs discussions and survey will be reviewed by the City of Antioch with KPA to identify areas of largest deficiencies and any over-utilized areas.

Concept Formation

Information obtained from Space Programming will be utilized during formation of possible improvements concepts. Concepts will incorporate sizing requirements for various department spaces and identify proposed locations for department personnel. KPA will create up to three concepts for consideration by the City of Antioch including a concept showing minimal revisions to layout, moderate level of revisions and concept illustrating a greater extent of building changes. Differences among concepts will be explained and discussed with the City and staff so that an informed decision may be made to select the preferred concept direction for design. Support spaces, including public areas, conferencing space, lobby areas and other shared spaces will be programmed and incorporated into proposed concepts. Elements from individual proposed concepts may be combined into a final selected concept for further development and design.

Elements illustrated in improvements concepts will include:

- Basement level layout modifications
- Second level layout modifications
- Space requirements for City departments
- Space requirements for public spaces
- Sizes for individual spaces including differences among concepts presented
- Code-required ADA improvements
- Options for public service counter and lobby improvements
- Potential for MEP/FP upgrades
- General areas of building rehabilitation

Cost Estimating

KPA will provide order of magnitude cost estimates that align with the desired space program and each respective concept provided. Cost estimates at this stage will allow the City to compare wants, needs and overall construction costs which may assist in determining final concept direction.

Deliverables

Space Programming – Floor plans of Existing Space Distribution; Department Survey Responses; Existing Space Program; Final Space Program for future needs

Concept Formation – Improvements Concepts, up to three (3); Preferred Concept, one (1)

Cost Estimating –Order of Magnitude construction costs aligned to each concept presented

Scope of Services – Phase 2

After completion of the space programming phase, design for building improvements will commence. This document provides a Scope of Services for design services required for desired improvements.

The Phase 2 scope of services is organized into the following elements:

- Project Management and Coordination
- Building Verifications
- Schematic Design (30%)
- Design Development (65%)
- Construction Documents (100%)
- Plan Review - Review by City of Antioch
- Bid Support

Project Management and Coordination

The KPA Group will continue to manage our architectural and engineering services for the project. We will consult with the City of Antioch, research applicable design criteria, attend project meetings and communicate with members of the project team. Discussions and decisions made throughout the design process for City Hall renovations will be documented. The project manager will regularly coordinate the project and scheduling efforts and will lead the quality assurance process.

The KPA Group will meet with Antioch Public Works, Community Development and Information Systems Department staff to continue discussion on needs and elements related to the proposed design and improvements. KPA will coordinate and communicate with Antioch's project design team to align project goals with the approved program. A revised meeting schedule for virtual and in-person meetings will be established.

Building Verifications

The design team will visit Antioch City Hall to conduct thorough investigations of the existing floor areas related to final proposed improvements. Existing conditions to be improved at the building, finishes, utilities and related equipment will be documented and confirmed against earlier conditions assessments for code and accessibility compliance and anticipated remaining service life. Dimensions will be obtained for use in Schematic Design documents and future project design documents.

Schematic Design

During the Schematic Design phase, KPA will develop a clearly defined design for City Hall that includes comprehensive scope, final budget and schedule to establish project goals and expectations. This phase will represent 30% design and set the scale and relationships among the multiple components of the project. During this phase our meetings with the City and project staff will provide project updates and further refinement of the project design. Consultation during this phase between KPA, the City of Antioch, included departments and sub-consulting design professionals shall take place. Components of the project schedule will be advanced to reflect design progress.

Schematic Design Phase tasks include:

- Define and incorporate future growth potential and impacts into design
- Further evaluate existing building conditions
- Develop schematic level electrical requirements
- Define City of Antioch design criteria and ordinances for incorporation
- Coordinate project implementation and funding schedule
- Meet with City stakeholders to receive input and comments
- Advance concept design sketch of preferred layout
- Refine project program and space summary
- Conduct preliminary building code and ADA review
- Define required finishes for improvement

- Prepare Schematic Design level drawings:
 - Architectural
 - Mechanical, Electrical and Plumbing Engineering, Fire Protection
- Prepare schematic level cost estimates
- Review Schematic Design documents with the City of Antioch to obtain input and comments
- Incorporate City comments and approval to proceed to DD

Design Development

For further project advancement and revision after the Schematic Design Phase, the Design Development Phase will commence. This phase will represent 65% design completion whereby systems and material design will be incorporated into the documents. Cross-discipline coordination will be updated to verify appropriate room sizes, spaces and interaction. Building code evaluations will be reviewed and updated. We will meet with the City of Antioch during this phase to provide project status updates and to further define project design. We will meet with stakeholders, explain project progress, details and obtain input.

Design Development Phase tasks include:

- Update existing conditions drawings as defined in the Schematic Design phase
- Meet with the City of Antioch to provide updates and receive input
- Meet with stakeholders regarding phasing and temporary accommodations including facility access and special needs. Incorporate needs into project plans and specifications
- Coordinate phasing/temporary accommodations/facilities/access/special needs and incorporate into project plans, schedules and specifications
- Develop building design for electrical requirements
- Develop building design for mechanical and plumbing requirements
- Coordinate for preliminary fire review
- Confirm and document special project administrative requirements and City of Antioch conditions
- Advance and document Building code review and analysis
- Document requirements for accessibility (ADA)
- Prepare design development level drawings including schedules and details:
 - Architectural
 - Mechanical, Electrical and Plumbing Engineering
 - Fire Protection, Alarm and Life Safety
 - Special systems and IT
- Develop finish and material selections for City of Antioch review
- Coordinate standards for AV equipment
- Confirm spatial and equipment requirements with IS Department
- Prepare outline project specifications for review by Antioch
- Prepare DD level cost estimates
- Conduct Quality Assurance/Quality Control review
- Review Design Development documents with City project team to obtain input and comments
- Incorporate City comments and approval to proceed to CD phase

The deliverables provided at the conclusion of Design Development will be design development-level architectural plans, interior elevations, key interior sections, plumbing, HVAC and electrical plans. The project progress schedule will be further updated. Construction cost information will be updated and issued along with the updated project schedule, key issues, and finalized project program and space summary.

Construction Documents

KPA will prepare Construction Documents based upon the approved design that refined and finalized the extent, configuration, location, relationships, systems, materials and dimensions of the work to be done. Documents will contain detailed building floor plans, reflected ceiling plans, elevations, sections, schedules, details and calculations. KPA will produce a construction document set for permitting and bidding. Documentation and drawings will undergo final coordination between consultant disciplines, written specifications and other project requirements.

Construction Document Phase tasks include:

- Complete and document Building code review
- Document final ADA requirements and incorporate to design
- Finalize construction phasing plan
- Finalize design finishes and materials
- Finalize furniture type and layout
- Coordinate IT systems data
- Complete Title 24 calculations
- Complete technical project specifications
- Prepare construction document drawings finalizing design:
 - Architectural
 - Mechanical, Electrical and Plumbing Engineering
 - Fire Protection, Alarm and Life Safety
 - Special systems and IT
- Update final cost estimates with defined quantities and pay items
- Incorporate City of Antioch front end specifications
- Prepare 90% CD drawings for review with City project team to obtain final input and comments
- Incorporate final City comments
- Conduct Quality Assurance/Quality Control review
- Submit 100% Construction Documents for City of Antioch Building Division review and permitting

Plan Review Support

KPA will prepare plan approval applications and submittal information in order to obtain project permits. KPA will assist in preparation of permit review submittals to reviewers. KPA anticipates one set of construction drawings covering all City Hall improvements. We will complete an initial round of drawing review comments for permitting related to in-scope items and improvements followed by a second round of comments and revision related to incorporation of the first round. We estimate this process to take approximately 60 days.

The City of Antioch will conduct the plan review process in-house and the plan review process will be led by City of Antioch employees. Additional compensation may be requested should plan review be completed by outside plan review consultants and these comments address issues outside of project scope.

Bid Support

Bid support phase includes assisting the City of Antioch in advertising and securing bids, negotiation for service, analyzing bid results, furnishing recommendation on the award of contracts and preparing contract documents. Bidders will obtain their construction documents from the City's website or bidding partner website.

To assist in obtaining bids, KPA will:

- Prepare bid package
- Coordinate with design team, City, legal counsel and potential bidders regarding bidding, advertising, bid document distribution and other City-specific requirements
- Attend City-conducted pre-bid site walk, prepare agenda and sign-in, and prepare then distribute meeting notes
- Respond to contractor RFI questions and issue clarifications during bid period, prepare and issue addenda
- Advise City of Antioch as to acceptability of substituted materials or equipment

Evaluation of Bids:

- Participate in evaluation of bid tabulation
- Assist City with bid analysis, review for completeness, errors, omissions and ambiguities
- Coordinate review of bidder disadvantaged business enterprise (DBE) documentation, licensing and coordinate with City attorney

Deliverables

- Schematic Design Phase – project schedule, SD level electronic plans, outline specifications and cost estimate
- Design Development Phase – updated project schedule, DD level electronic plans, refined specifications and updated cost estimate
- Construction Document Phase – updated project schedule, CD level electronic plans, finalized specifications and cost estimate
- Plan Review – Plan review responses for up to two rounds of comments.
- Bidding – Bid document set including addenda provided during bidding phase

Owner Responsibilities

- Provide access to the existing facilities
- Provide as-built documents, PDFs or CAD files
- Provide a representative with complete authority to transmit instructions, receive information and provide directives
- Provide timely review, feedback and directives to maintain project schedule
- Coordinate with other project stakeholders and approval agencies
- Testing and removal of hazardous materials
- Coordination with utilities and local governments for any required utility connects and permitting
- Coordination and submittal of any required CEQA or environmental documentation

Compensation

The work described under the Scope of Services will be performed on a lump sum basis. For Phase 1 Services, The City of Antioch will pay The KPA Group forty five thousand three hundred ninety five dollars (\$45,395) as architectural and engineering fees for Phase 1 programming work for Antioch City Hall improvements. For Phase 2 Services, The City of Antioch will pay The KPA Group an additional two hundred twenty one thousand seven hundred seventy dollars (\$221,770) as architectural and engineering fees for complete design of required building improvements. Total compensation for Phase 1 and Phase 2 services is two hundred sixty seven thousand one hundred sixty five dollars (\$267,165.00). Please see the attached compensation worksheet for a detailed breakdown of design tasks based on our current understanding of the project and scope of work.

Authorization

The Scope of Services and compensation stated in this proposal are valid for a period of thirty (30) days from the date of submission. If authorization to proceed is not received during this time period, this proposal may be reviewed and modified by The KPA Group. This proposal may be executed in whole or parts, depending on City of Antioch desires of contracting.

Respectfully submitted,

The KPA Group


Paul W. Powers, AIA, NCARB

President

paulp@thekpagroup.com

(925) 872 - 0244

CITY OF ANTIOCH CITY HALL SPACE PLANNING - PHASE 1&2 DESIGN SERVICES

LABOR HOURS BREAKDOWN

SUMMARY BY CLASSIFICATION		PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
		\$235.00	\$205.00	\$190.00	\$155.00	\$205.00	\$155.00	\$100.00	
PHASE 1 - SPACE PLANNING									
PROJECT MANAGEMENT and COORDINATION									
1	Project management	1	4	2	2				
2	Schedulling	1	2	1					
3	Project meetings - recurring	1	4	8	4	4			
4	QA/QC	2	2	4	4	2		2	
SUBTOTAL - HOURS		5	12	15	10	6	0	2	50
SUBTOTAL - LABOR COST		\$1,175	\$2,460	\$2,850	\$1,550	\$1,230	\$0	\$200	\$9,465
FIELD INVESTIGATION									
1	Site Vislt and field documentation		4	4	8				
2	Finishes and utilities Initial document		4	4		2	2		
SUBTOTAL - HOURS		0	8	8	8	2	2	0	28
SUBTOTAL - LABOR COST		\$0	\$1,640	\$1,520	\$1,240	\$410	\$310	\$0	\$5,120
SPACE PROGRAMMING									
1	Exlstng space distribution - floor plans		2	4	8				
2	Orientalon meeting	1	4	4					
3	Space needs surveys		4	12				4	
4	Develop space program	1	8	8	4				
5	Refine space program	1	4	8					
SUBTOTAL - HOURS		3	22	36	12	0	0	4	77
SUBTOTAL - LABOR COST		\$705	\$4,510	\$6,840	\$1,860	\$0	\$0	\$400	\$14,315
CONCEPT FORMATION									
1	Improvements concepts (3)	1	8	12	24	2			
2	Refine seleted concept	1	4	8	12	2			
SUBTOTAL - HOURS		2	12	20	36	4	0	0	74
SUBTOTAL - LABOR COST		\$470	\$2,460	\$3,800	\$5,580	\$820	\$0	\$0	\$13,130
COST ESTIMATING									
1	Concept order of magnitude costs	1	2	8					
2	Selected concept - refine costs		2	2		2			
SUBTOTAL - HOURS		1	4	10	0	2	0	0	17
SUBTOTAL - LABOR COST		\$235	\$820	\$1,900	\$0	\$410	\$0	\$0	\$3,365
TOTAL HOURS - PHASE 1		11	58	89	66	14	2	6	246
TOTAL LABOR COST - PHASE 1		\$2,585	\$11,890	\$16,910	\$10,230	\$2,870	\$310	\$600	\$45,395

CITY OF ANTIOCH CITY HALL SPACE PLANNING - PHASE 1&2 DESIGN SERVICES

SUMMARY BY CLASSIFICATION		PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
		\$235.00	\$205.00	\$190.00	\$155.00	\$205.00	\$155.00	\$100.00	
PHASE 2 - DESIGN DOCUMENTS									
PROJECT MANAGEMENT and COORDINATION									
1	Project management	8	12			8		8	
2	Scheduling	4	2			2		4	
3	Project meetings - recurring	8	8	8		8		4	
4	Sub-consultant coordination	4	4	4		4			
5	QA/QC	4	8	6		4			
SUBTOTAL - HOURS		28	34	18	0	26	0	16	122
SUBTOTAL - LABOR COST		\$6,580	\$6,970	\$3,420	\$0	\$5,330	\$0	\$1,600	\$23,900
BUILDING VERIFICATIONS									
1	Documentation of existing components		2	8	2				
2	Design dimensions		2	4	8		2		
SUBTOTAL - HOURS		0	4	12	10	0	2	0	28
SUBTOTAL - LABOR COST		\$0	\$820	\$2,280	\$1,550	\$0	\$310	\$0	\$4,960
SCHEMATIC DESIGN									
1	Incorporate anticipated staff growth		4	8		4			
2	Identify changes to existing spaces		2	12	4		8		
3	Existing conditions documentation		2	8	12				
4	Review applicable codes and ordinances	2	8	8	4	8			
5	Outline specifications		4	4		2			
6	Prepare schematic design drawings	2	12	16	20	10	12		
7	Prepare schematic cost estimate		1	8		2			
8	Review documents with Antioch, incorporate comments and receive approval to begin DDs	1	4	12	12	4			
SUBTOTAL - HOURS		5	37	76	52	30	20	0	220
SUBTOTAL - LABOR COST		\$1,175	\$7,585	\$14,440	\$8,060	\$6,150	\$3,100	\$0	\$40,510
DESIGN DEVELOPMENT									
1	Finalize layout of floor plan changes and Interior space		8	12	2	2		2	
2	Initial furniture review		8	8	4				
3	Determine changes to existing utilities	1	4	8		8			
4	Advance code review	1	4	8		4			
5	Define Interior finishes for review		8	16				2	
6	Draft project specifications	1	8	12	2	2			
7	Phasing accommodations	1	4	8	8	2			
8	Initial construction phasing		4	8	8				
9	Define accessible paths of travel		8	4					
10	Cost estimates - DD level		2	8					
11	Prepare Design Development drawings	2	20	16	48	8	24		
12	Review documents with Antioch, incorporate comments and receive approval to begin CDs	1	2	2					
SUBTOTAL - HOURS		7	80	110	72	26	24	4	323
SUBTOTAL - LABOR COST		\$1,645	\$16,400	\$20,900	\$11,160	\$5,330	\$3,720	\$400	\$59,555

CITY OF ANTIOCH CITY HALL SPACE PLANNING - PHASE 1&2 DESIGN SERVICES

LABOR HOURS BREAKDOWN

SUMMARY BY CLASSIFICATION		PROJECT MANAGER	PROJECT ARCHITECT	PROJECT DESIGNER	ARCH CAD TECH	MEP ENGINEER	MEP CAD TECH	ADMIN	SUBTOTAL
		\$235.00	\$205.00	\$190.00	\$155.00	\$205.00	\$155.00	\$100.00	
CONSTRUCTION DOCUMENTS									
1	Final utility requirements	1		4		8		2	
2	Final design for affected spaces		8	4		4			
3	Final furniture specification and layout	1	8	12	4	4			
4	Document final ADA requirements and incorporate into project	1	8	8				1	
5	Construction safety and phasing plan	1	4	2	8	1			
6	Complete T24 calculations			2		12			
7	Cost estimate - 100% complete		2	10		2			
8	Complete project specifications	1	8	16	4	8			
9	Prepare 90% Construction Documents drawings	1	16	16	60	16	32		
10	Review 90% documents with Antloch, incorporate comments and receive approval for 100% CDs	1	8	4		2			
11	Prepare 100% Construction Documents drawings	1	16	8	24	4	12		
SUBTOTAL - HOURS		8	78	86	100	61	44	3	380
SUBTOTAL - LABOR COST		\$1,880	\$15,990	\$16,340	\$15,500	\$12,505	\$6,820	\$300	\$69,335
PLAN REVIEW SUPPORT									
1	Plan review submission		4	8	4				
2	Response comments	1	4	8	20	2	8		
3	RE-submission and response		4	8	12	1	4		
SUBTOTAL - HOURS		1	12	24	36	3	12	0	
SUBTOTAL - LABOR COST		\$235	\$2,460	\$4,560	\$5,580	\$615	\$1,860	\$0	\$15,310
BID SUPPORT									
1	Complete bid package	1	4	1	4		1		
2	Coordinate with design team, Antloch and potential bidders	1	2	4	4	1			
3	Respond to RFIs	1	2	4	4	1			
4	Issue bid addenda		2	2	4		2		
SUBTOTAL - HOURS		3	10	11	16	2	3	0	45
SUBTOTAL - LABOR COST		\$705	\$2,050	\$2,090	\$2,480	\$410	\$465	\$0	\$8,200
TOTAL HOURS - Phase 2		52	255	337	286	148	105	23	1206
TOTAL LABOR COST - Phase 2		\$12,220	\$52,275	\$64,030	\$44,330	\$30,340	\$16,275	\$2,300	\$221,770
GRAND TOTAL COMPENSATION									\$267,165
ANTIOCH CITY HALL REMODEL - SPACE PROGRAMMING & DESIGN SERVICES									



**REQUEST FOR QUALIFICATIONS
FOR
CITYWIDE SPACE PLANNING AND
ARCHITECTURAL CONSULTATION SERVICES**

PROJECT NO. P.W. 700-4

Scott Buenting
Interim Public Works Director/City Engineer
Public Works Department
Capital Improvements Division
200 "H" Street
Antioch, CA 94531-5007
(925) 779-7050
sbuenting@antiochca.gov

Qualifications Due Date: Thursday, March 30, 2023 at 4:00 p.m.

Public Works Department
Capital Improvements Division
200 "H" Street
Antioch, CA 94531-5007
(925) 779-7050

INTRODUCTION

The City of Antioch seeks to retain a qualified firm to provide space planning and architectural consulting services for various City owned facilities. Renovations are expected to be performed at City Hall, Nick Rodriguez Community Center/Senior Center, maintenance Service Center and the Police Station. The selected firm will perform a wide range of space planning and architectural consultation services that will support specific design and construction projects, American Disability Act accessibility studies, and miscellaneous architectural related tasks.

The deadline for submission of qualifications for this work is **4:00 p.m., Thursday, March 30, 2023.**

SCOPE OF WORK

The City has recently completed the first phase of renovations to City Hall. Phase II of this project is expected to commence later this year and include the second floor and the basement. In addition, the Nick Rodriguez Community Center/Senior Center has been awarded a \$2.2 million state grant from California Natural Resources Agency to improve ADA accessibility, upgrade existing technology and amenities, and roof replacement. Reorganization of the office areas within the Investigation Unit at the Police Department are also desired. Items of work to be performed under this contract will be individually negotiated as the need for services arises and will be authorized in writing by the City.

Space planning services to be provided may include, but not be limited to:

- Detailed floorplans of the office.
- Dictated flow throughout the office.
- Detailed workspace traffic flow plans.
- Recommendations for office furniture.
- Reconfiguration of offices and workstations.

Architectural consultation services to be provided may include, but not be limited to:

- Pre-design, schematic design, design development and construction document services.
- Bidding and construction consultation services.
- Contract documents compliance.
- Project management services (e.g., pre-construction, construction, and procurement).

Qualifications:

- Experience with managing complex projects for public agencies.
- Substantial experience with designing and managing public office building projects.
- Experience with handling and complying with state and federal grant funding.
- Experience with preparing graphic presentation materials (e.g., renderings, photo simulations, 3D models).

SUBMITTAL REQUIREMENTS

Please include the following information in the qualification submittal:

- Cover letter - Signed letter by an individual authorized to negotiate on behalf of the firm with the budget and scope of services binding for a term of 90 days from the date of submittal to the City.
- Introduction – Provide a brief project description conveying an understanding of the issues.
- Project Manager/Consultant Team – Detail key individuals to be assigned to the project, their qualifications and respective roles. Provide resumes of key individuals that would perform services under this contract, including all applicable education, experience, licenses and professional designations.
- Related Experience and References - Provide a complete list of references, including the scope of work performed and contact information. Place emphasis on projects prepared for cities and redevelopment agencies.
- Fee Schedule – Provide a schedule of fees for services, including current dollar/hour billing rates.
- Availability – Identify a window of time indicating availability to start the project. The selected firm will be required to enter into a written contract with the City of Antioch in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City's Consultant Contract – Identify any sections of the City's standard design consultant contract (Attachment "A") that pose significant concerns and would require negotiation/modification in order to be acceptable to consultant.

CRITERIA FOR SELECTION

All proposals will be evaluated based on the criteria below.

- Qualifications and experience with similar projects - 30 points
- Understanding of the scope and potential challenges - 25 points
- References - 15 points
- Organization of proposal – 10 points
- Familiarity with applicable standards and procedures - 10 points
- Availability - 10 points

SUBMISSION INSTRUCTIONS

Three (3) bound, one (1) unbound and one (one) electronic copy of the proposal **must be submitted no later than 4:00 p.m. on Thursday, March 30, 2023**, to:

Scott Buenting
Interim Public Works Director/City Engineer
City of Antioch
Capital Improvements Division
P.O. Box 5007
Antioch, CA 94531-5007

Interviews will be conducted if there is not an outstanding response, and if two or three firms are very close in evaluation points. Any questions regarding the above should be directed to Scott Buenting at (925) 779-6129; or sbuenting@antiochca.gov.

MBE/WBE/DBE PROGRAM

The City of Antioch is committed to equal opportunity for minority, woman-owned businesses and disadvantage business enterprises seeking to do business with the City and encourages the consideration and utilization of any such firms.

ATTACHMENTS

A: *City of Antioch Design Consulting Services Agreement*

ATTACHMENT A

**DESIGN CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF ANTIOCH AND
_____ [NAME OF CONSULTANT]**

THIS AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 202__ (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and _____ with its principle place of business at _____ (“**Consultant**”) as of _____, 202__. City and Consultant individually are sometimes referred to herein as “**Party**” and collectively as “**Parties.**”

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

1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on _____, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.

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

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

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

SECTION 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed _____, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as

specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

2.2 Payment Schedule.

2.2.1 City shall make incremental payments, based on invoices received, [according to the payment schedule attached as Exhibit B], for services satisfactorily performed in accordance with the requirements of this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements of Section 2.1 to pay Consultant.

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

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

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

2.5 Reimbursable Expenses. Reimbursable expenses are specified below, and shall not exceed _____ (\$ _____). Expenses not listed below are

not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

Reimbursable Expenses are:



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or

injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

SECTION 6. STATUS OF CONSULTANT.

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

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

SECTION 7. LEGAL REQUIREMENTS.

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

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder:

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

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

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

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

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

performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

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

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

SECTION 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the

prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

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

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

8.6.1 Immediately terminate the Agreement;

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

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

SECTION 9. KEEPING AND STATUS OF RECORDS.

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

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

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

9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

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

SECTION 10. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent,

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

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

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

10.9 Contract Administration. This Agreement shall be administered by [redacted] ("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:

[redacted]

Any written notice to City shall be sent to:

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

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

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

CITY:

CITY OF ANTIOCH

Cornelius H. Johnson
City Manager

Attest:

Elizabeth Householder
City Clerk

Approved as to Form:

Thomas Lloyd Smith
City Attorney

CONSULTANT:

[NAME OF CONSULTANT]

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

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

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PAYMENT SCHEDULE

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Marcus Woodland, Acting Water Treatment Plant Superintendent

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

SUBJECT: Supply Purchase Agreement with Univar Solutions USA LLC for the Supply and Delivery of Calcium Chloride for Water Treatment

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding an agreement with Univar Solutions USA LLC. beginning July 1, 2024, through June 30, 2025, in the amount not to exceed of \$368,712; and
2. Authorizing the Acting City Manager to execute the agreement (Exhibit "1" to the Resolution) in a form approved by the City Attorney.

FISCAL IMPACT

The FY 2024/25 Water Enterprise Fund Operating Budget includes funding for Calcium Chloride purchases in the amount of \$368,712.

DISCUSSION

The City of Antioch is preparing to commission its new Brackish Water Desalination ("BWD") plant. The BWD plant uses reverse osmosis filtration to effectively remove salinity from the source water. The reverse osmosis process requires the addition of Calcium Chloride after filtration to maintain stable water chemistry.

On March 27, 2024, Staff solicited bids for the supply and delivery of Calcium Chloride through the local newspaper, builders' exchanges, and City's website. On May 1, 2024, solicitation for bids closed with zero (0) bids received. In accordance with the City's Municipal Code, § 3-4.26 *Rejection of Bids; No Bids (C) No bids received: If no bids are received through the formal procedure, the project may be performed by negotiated contract or by the employees of the city by force account, without further complying with this chapter.* Univar Solutions USA LLC. will comply with all the City's standard agreement provisions and insurance requirements. Staff recommends accepting the proposal and awarding the supply purchase agreement to Univar Solutions USA LLC.

ATTACHMENTS

A. Resolution

Exhibit 1. Draft Supply Purchase Agreement

B. Calcium Chloride Proposal

ATTACHMENT "A"

RESOLUTION NO. 2024/xxx

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AWARDING A SUPPLY PURCHASE AGREEMENT TO UNIVAR SOLUTIONS USA LLC FOR THE SUPPLY AND DELIVERY OF CALCIUM CHLORIDE FOR WATER TREATMENT AND AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Antioch is preparing to commission its Brackish Water Desalination plant;

WHEREAS, the Brackish Water Desalination plant uses reverse osmosis filtration to effectively remove salinity from the source water;

WHEREAS, the reverse osmosis process requires the addition of Calcium Chloride after filtration to maintain stable water chemistry;

WHEREAS, on March 27, 2024, Staff solicited bids for the supply and delivery of Calcium Chloride through the local newspaper, builders' exchanges, and City's website for the supply and delivery of Calcium Chloride;

WHEREAS, on May 1, 2024, solicitation for bids closed with zero (0) bids received;

WHEREAS, the City's Municipal Code states: *§ 3-4.26 Rejection of Bids; No Bids (C) No bids received: If no bids are received through the formal procedure, the project may be performed by negotiated contract or by the employees of the city by force account, without further complying with this chapter;*

WHEREAS, staff contacted Univar Solutions USA LLC to negotiate an agreement for the supply and delivery of Calcium Chloride in accordance with the City's procurement policies and procedures; and

WHEREAS, the City Council has considered awarding the agreement to Univar Solutions USA LLC beginning July 1, 2024, through June 30, 2025, in the amount not to exceed \$368,712.

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

1. Awards an agreement with Univar Solutions USA LLC beginning July 1, 2024, through June 30, 2025, in the amount not to exceed \$368,712; and
2. Authorizes the Acting City Manager to execute the agreement (Exhibit "1") in a form approved by the City Attorney.

RESOLUTION NO. 2024/**

June 11, 2024

Page 2

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of June 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

**CITY OF ANTIOCH
SUPPLY PURCHASE AGREEMENT**

This Supply Purchase Agreement ("Agreement") is entered into this 11th day of **June, 2024**, by and between the City of Antioch ("City"), and Univar Solutions USA LLC., a corporation with its principal place of business at 8201 S. 212th Kent, WA 98032-1994 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

Section 1. DEFINITIONS.

- A. "Supplies" means the chemicals, labor, and other related services, including delivery services, provided by Contractor as specified in Exhibit "A," attached hereto and incorporated herein by reference.
- B. "Delivery Date(s)" means that date or dates upon which the Supplies are to be delivered to City, ready for approval, testing and/or use as specified in Exhibit "B."

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit "A" specifies supplies or material by manufacturer, model or trade name, no substitution will be made without City's written approval. Supplies or material delivered without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where supplies or materials are referred to in Exhibit "A" as equal to any particular standard, City will decide the question of equality. When requested by City, Contractor will furnish City with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any supplies and material to be delivered. Supply or material samples will be submitted at City's request.

Section 3. INSPECTIONS AND TESTS.

City shall have the right to inspect and/or test the Supplies prior to acceptance. If upon inspection or testing the Supplies or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit "A," then without prejudice to any other rights or remedies, City may reject the Supplies or exercise any of its rights under Section 4.A. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair City's right to reject nonconforming goods, irrespective of City's failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

- A. Contractor warrants that any services provided in connection with the Supplies will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.
- B. Contractor further warrants that Supplies will meet any performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. City's inspection, testing, approval or acceptance of any Supplies will not relieve Contractor of its obligations under this Section 4.B.
- C. For any breach of the warranties contained in **Error! Reference source not found.** and **Error! Reference source not found.**, Contractor will, immediately after receiving notice from City, at the option of City, and at Contractor's own expense and without cost to City:
 - 1. Replace the defective Supplies with conforming Supplies, F.O.B. City's plant, office or other location of City where the Supplies were originally delivered; or
 - 2. Repay to City the purchase price of the defective Supplies.

If City selects replacement, any defects will be remedied without cost to City, including but not limited to, the costs of removal and replacement of the defective Supplies. All such defective Supplies that are replaced will be similarly warranted as stated above.

- D. Contractor also warrants that the Supplies are free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for any proprietary technology and intellectual property incorporated within the Supplies. Contractor agrees to indemnify, defend and hold City harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.
- E. In the event of a breach by Contractor of its obligations under this Section 4, City will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law, including without limitation, all of the rights and remedies afforded to City under the California Commercial Code.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit "C," attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of City. No extra charges of any kind will be allowed unless specifically agreed to in writing by City's authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Supplies furnished to City hereunder; and (ii) all charges for packing, freight and transportation to destination.

Section 6. CHANGES.

City, at any time, by a written order, make changes in the Supplies, including but not limited to, City's requirements and specifications. If such changes affect the cost of the Supplies or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between City and Contractor and such change will be authorized by a change order document signed by City and accepted by Contractor.

Section 7. PAYMENTS.

- A.** Terms of payment, are net thirty (30) days, less any applicable retention, after receipt of invoice, or completion of applicable Progress Milestones. Final payment shall be made by City after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Supplies.
- B.** Payments otherwise due may be withheld by City on account of defective Supplies not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect City against any liability arising out of Contractor's failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, City may remove them at Contractor's expense.
- C.** Acceptance by Contractor of payment of the payment will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against City, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, final payment by City will not constitute a waiver, release or discharge of any claims or demands which City then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

- A.** The time of Contractor's performance is of the essence for this Agreement. The Supplies will be delivered in accordance with the schedule set forth in Exhibit "B." Contractor must immediately notify City in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights City may have under this Agreement or at law, Contractor shall pay City the sum of **\$500.00** for each calendar day for which the Supplies are unavailable beyond the scheduled delivery date(s) specified in Exhibit "B."
- B.** In the event that the Supplies are part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that City can maximize the efficient

completion of such project(s).

Section 9. TAXES.

- A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Supplies provided under this Agreement.
- B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.
- C. All other taxes, however denominated or measured, imposed upon the price of the Supplies provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Supplies such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.
- D. Contractor will, upon written request, submit to City written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of City. Contractor shall have no power or authority by this Agreement to bind City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of City. City shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain City's written permission before subcontracting any portion of this Agreement. Except for the insurance requirements in Section 13.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment required for performance of this Agreement, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to City, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind City.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, City will have title to, and risk of loss of the Supplies upon delivery, as well as materials delivered to and stored on City property which are intended to

become a part of the Supplies. However, Contractor will be liable for any loss or damage to the Supplies and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Supplies or materials at its own cost to the complete satisfaction of City. Notwithstanding the foregoing, in the event that the City has paid Contractor for all or a portion of the Supplies which remains in the possession of Contractor, then City shall have title to, and the right to take possession of, such Supplies at any time following payment therefor. Risk of loss for any Supplies which remains in the possession of Contractor shall remain with Contractor until such Supplies has been delivered or City has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Supplies but which does not become a part of the Supplies.

Section 13. INDEMNIFICATION.

- A. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Supplies or the performance of this Agreement, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the City.
- B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse City and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

- A. General. Contractor shall take out and maintain, and shall require that its subcontractors take out and maintain, insurance meeting the City's requirements as set forth in Exhibit "D" attached to this Agreement and incorporated herein by reference.
- B. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Supplies.

Section 15. LIENS.

- A.** Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Supplies, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.
- B.** Contractor will save and hold City harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY CITY.

- A.** Should Contractor at any time refuse or fail to deliver the Supplies with promptness and diligence, or to perform any of its other obligations under the Agreement, City may terminate Contractor's right to proceed with the delivery of the Supplies by written notice to Contractor. In such event City may obtain the Supplies by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Supplies is delivered. If City's cost of obtaining the Supplies, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to City.
- B.** City may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Supplies by written notice to Contractor. Such termination will be effective in the manner specified in such notice, will be without prejudice to any claims which City may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Supplies not terminated.
- C.** On receipt of notice under Section 16.B, Contractor will, with respect to the portion of the Supplies terminated, unless the notice states otherwise,

 - 1. Immediately discontinue such portion of the Supplies and the placing of orders for materials, facilities, and supplies in connection with the Supplies;
 - 2. Unless otherwise directed by City, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to City; and

3. Deliver only such portions of the Supplies as may be authorized by the City.
- D. Upon termination pursuant to Section 16.B, Contractor will be paid for the terminated Supplies already delivered. Upon determination of the amount of compensation, City will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.B.

Section 17. MISCELLANEOUS PROVISIONS.

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

CITY:

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

CONTRACTOR:

Univar Solutions USA LLC.
8201 S. 212th
Kent, WA 98032-1994
Attn: Jennifer Perras

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

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the City, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the City.
- C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.
- D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both

Parties.

- E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- F. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.
- G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.
- H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.
- J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- L. City's Right to Employ Other Contractors. City reserves its right to employ other contractors in connection with the City's projects and operations, including other contracts for Supplies.
- M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Supplies specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR SUPPLY PURCHASE AGREEMENT
BETWEEN THE CITY OF ANTIOCH AND
UNIVAR SOLUTIONS USA LLC.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the 11th day of **June 2024**.

CITY OF ANTIOCH

Approved By:

Kwame P. Reed
Acting City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

UNIVAR SOLUTIONS USA LLC.

Signature

Name

Title

**EXHIBIT "A" TO SUPPLY PURCHASE AGREEMENT
SUPPLY SPECIFICATIONS**

Calcium chloride is injected into the RO permeate to reintroduce mineral hardness to the water. Re-hardening the water is important to prevent the corrosion of metallic pipes downstream of the RO Facility. Two metering pumps operating in a duty/standby configuration supply calcium chloride to the permeate pipeline as it exits the RO Facility. Design criteria for the calcium chloride dosage feed rate and storage is presented in Exhibit "A" Tables 1 and 2, respectively.

Exhibit "A", Table 1 Calcium Chloride Criteria

Parameter	Units	Minimum	Average	Maximum
Liquid, 37%, 3.96 lbs CC/gallon ⁽¹⁾				
Process flow rate ⁽²⁾	mgd	2.17	6.21	6.00
Chemical Dosage	mg/L	26	38	46
Chemical usage	lb/day	471	1969	2303
Chemical feed rate	gpd	119	497	582
Chemical feed rate	gph	5.0	20.7	24.2
Chemical feed rate	gpm	0.08	0.35	0.40
Chemical feed rate	mL/min	313	1307	1529

Note--:

Abbreviations: CC —calcium chloride; gpd - ga-lons per day; gph - gallons p-r hour; mL/min - milliliters per minute; NSF - National Science Foundation.

(1) Calcium chloride from an NSF standard 60 certified supplier.

(2) Process flow rates shown include RO permeate and the addition of any blend water. Note: no blend water is added in the Max scenario.

Exhibit "A", Table 2 Calcium Chloride Criteria

Parameter	Units	Criteria
Bulk storage tanks	No.	1
Storage capacity	gal	16,000
Storage capacity (total)	gal	16,000
Storage time (total) ⁽¹⁾	days	32
Delivery truck load (approximate)	gal	3,342
Time between deliveries	days	7

Notes:

(1) Storage time determined using the chemical feed rate for raw water with average TDS concentration and temperature (i.e. 497 gpd of calcium chloride).

- Calcium chloride must be certified by NSF to NSF/ANSI Standard 60.
- Contractor will offload the calcium chloride from their delivery vehicle to the City's calcium chloride bulk storage tank.

EXHIBIT "B" TO SUPPLY PURCHASE AGREEMENT
DELIVERY SCHEDULE

[SUPPLIES DELIVERED ON AS NEEDED BASIS]

SUPPLY PURCHASE AGREEMENT
Exhibit B

EXHIBIT "C" TO SUPPLY PURCHASE AGREEMENT

FEE SCHEDULE

[SEE THE FOLLOWING PAGE]

ATTACHMENT "B"

Univar Solutions USA LLC.
8201 S. 212th
Kent, WA 98032-1994
USA



T 253-872-5040
F 253-572-5041
www.univarsolutions.com

April 23, 2024

City of Antioch
Office of the City Clerk
200 H Street
Antioch, CA 94509

RE: IFB Bo. 885-0501-24B- Supply and Delivery of Calcium Chloride

Dear Purchasing,

Univar Solutions USA LLC. is pleased to offer the following price on Calcium Chloride 37%.

CHEMICAL	QUANTITY	OFFER PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
16147139 Calcium Chloride 37% Food/Kosher grade	0-135,000 gallons	\$2.7312	Per Gallon Delivered	3,342 gallons	Price is only firm for one year.

Price will be held firm for the contract term is July 1, 2024-June 30, 2025.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennifer Perras
Sr. Municipal Bid Specialists
Western Region
Univar Solutions USA LLC.
Muniteam-west@univarsolutions.com
www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

[addressee]
[date]
[page #]

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

EXHIBIT "D" TO SUPPLY PURCHASE AGREEMENT
INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. **Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.**

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Commercial General Liability (CGL):

Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability:

Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

SUPPLY PURCHASE AGREEMENT
Exhibit D

_____ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

_____ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody, and control of the Contractor, regardless of where the vehicles are kept or driven.

Professional Liability (Errors and Omissions):

_____ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

_____ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

_____ Insurance appropriate to the Contractor's profession, with limit no less than _____ per occurrence or claim, _____ aggregate

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

_____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and

Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- Bid Bond
- Performance Bond
- Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain the following provisions:

Additional Insured Status and Primary/Non-Contributory Language:

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

 X Notice of Cancellation, Suspension or Otherwise Voiding Policies:

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

 X Waiver of Subrogation:

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

 Completed Operations

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

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

Univar Solutions USA LLC.
8201 S. 212th
Kent, WA 98032-1994
USA

T 253-872-5040
F 253-572-5041

www.univarsolutions.com



April 23, 2024

City of Antioch
Office of the City Clerk
200 H Street
Antioch, CA 94509

RE: IFB Bo. 885-0501-24B- Supply and Delivery of Calcium Chloride

Dear Purchasing,

Univar Solutions USA LLC. is pleased to offer the following price on Calcium Chloride 37%.

CHEMICAL	QUANTITY	OFFER PRICE	UNIT	MIN. ORDER REQUIREMENT?	COMMENTS
16147139 Calcium Chloride 37% Food/Kosher grade	0-135,000 gallons	\$2.7312	Per Gallon Delivered	3,342 gallons	Price is only firm for one year.

Price will be held firm for the contract term is July 1, 2024-June 30, 2025.

Our contact information for all things bid and contract related, as well as the information for your local branch, is also attached.

We look forward to hearing the results of your request – we have included a self-addressed, stamped envelope for the bid tabulations.

Thank you,

Jennifer Perras

Sr. Municipal Bid Specialists
Western Region
Univar Solutions USA LLC.

Muniteam-west@univarsolutions.com

www.univarsolutions.com

Please Note: Seller shall indemnify Buyer for losses to the extent caused by Seller's negligence or breach of contract. Neither party is liable for incidental or consequential damages. Seller's liability is limited to the purchase price of the goods. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Please Note: Where applicable, any State, Federal or other appropriate taxes and/or the California Mill Assessment will appear as separate line items on any invoices from Univar. If Univar's offer (pricing) was inclusive of these charges – they will be backed out of the "product" line item and shown as their own line item(s) at the time of billing.

[addressee]
[date]
[page #]

Please Note: Cooperative Purchasing/Contract Piggy-Back Clauses: Unless otherwise checked "yes" within the attached offer, it is Univar's standard policy NOT to agree to/participate in Cooperative Purchasing but rather to work with each individual agency and reach a pricing agreement that is based on their needs and is advantageous for both parties. Unless otherwise noted within the attached offer – pricing within is only applicable for the locations (and any potential locations) listed within these bid documents.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Planning Commissioner Appointment to TRANSPLAN

RECOMMENDED ACTION

- 1) It is recommended that the Mayor nominate the candidate for appointment.

- 2) It is recommended that the City Council adopt a resolution approving the Mayor's appointment of Cortney L. Jones to the TRANSPLAN Committee for a Partial-Term Planning Commissioner vacancy, 2-year term, expiring December 2025.

FISCAL IMPACT

There is no fiscal impact as these are voluntary positions.

DISCUSSION

The TRANSPLAN Committee coordinates the regional transportation interests of the communities in eastern Contra Costa County. The five member governments of TRANSPLAN include the Cities of Antioch, Brentwood, Oakley and Pittsburg, and Contra Costa County. Contra Costa County governs the unincorporated East County communities of Bay Point, Bethel Island, Byron, Discovery Bay, and Knightsen.

The representatives who serve on TRANSPLAN are elected officials and planning commissioners from the five member governments. Each jurisdiction appoints one elected official and one planning commissioner to serve on the Committee.

In general law cities where the office of the mayor is an elective office pursuant to Article 5 (commencing with Section 34900) of Chapter 7 of Part 1 of Division 2 of Title 4, the mayor, with the approval of the city council, shall make all appointments to boards, commissions, and committees, unless otherwise specifically provided by statute. Under Antioch Municipal Code §2-5.201, the Mayor shall nominate candidates for membership on all boards and commissions. Nominees shall be appointed to each board and commission upon receiving approval of at least a majority vote of the City Council.

The City of Antioch currently has a vacancy for one Planning Commissioner on the committee. At the March 20, 2024 Planning Commission Meeting the Commission discussed the vacancy and who was willing to take on the responsibility of serving on the TRANSPLAN Committee. Commissioner Cortney L. Jones volunteered to take on the

responsibilities of serving on the TRANSPLAN Committee and the Planning Commission supported forwarding her name to Mayor Hernandez-Thorpe for consideration to fill the vacancy. Mayor Hernandez-Thorpe is nominating Cortney L. Jones to fill the partial term expiring December 2025.

ATTACHMENTS

- A. Resolution for one Partial-Term Planning Commissioner vacancy, 2-year term, expiring December 2025
- B. TRANSPLAN Administrative Procedures

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING *[INSERT NAME OF APPOINTEE AFTER APPOINTMENT]* TO THE
TRANSPLAN COMMITTEE FOR ONE PARTIAL-TERM PLANNING COMMISSIONER
VACANCY, TWO-YEAR TERM EXPIRING DECEMBER 2025**

WHEREAS, the TRANSPLAN Committee administrative procedures require that each jurisdiction appoint one elected official and one planning commissioner to serve on the Committee;

WHEREAS, there is currently one partial-term Planning Commissioner vacancy for a two-year term on the TRANSPLAN Committee;

WHEREAS, at the March 20, 2024 Planning Commission meeting the Planning Commission agreed to forward a recommendation of one Commissioner to Mayor Hernandez-Thorpe for consideration;

WHEREAS, Mayor Hernandez-Thorpe considered the recommendation of the Planning Commission;

WHEREAS, Antioch Municipal Code Section 2-5.201 requires the Mayor to nominate candidates for membership on all boards and commissions and requires nominees to receive approval of at least a majority vote of the City Council to be appointed to a board or commission; and

WHEREAS, Mayor Lamar Hernandez-Thorpe has nominated *[insert name of appointee after appointment]* to the TRANSPLAN Committee, for the Partial-Term Planning Commissioner vacancy, two-year term, expiring December 2025.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby approves the Mayor's appointment of *[insert name of appointee after appointment]* to serve on the TRANSPLAN Committee for a term of two years expiring December 2025.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 11th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT B

Approved May 11, 1989
Revised September 13, 1990
Revised December 12, 1996
Revised September 9, 1999

TRANSPLAN COMMITTEE ADMINISTRATIVE PROCEDURES

ARTICLE I - THE COMMITTEE

Section 1. Name. The official name of the eastern Contra Costa County regional planning committee shall be “TRANSPLAN Committee.”

Section 2. Calendar Year. The calendar year for determining terms of office shall begin on January 1, and end on December 31.

Section 3. Composition. The TRANSPLAN Committee shall be composed of representatives from the member jurisdictions, which include the City of Antioch, the City of Brentwood, the City of Pittsburg, the City of Oakley and the County of Contra Costa.

Section 4. Membership. There shall be eleven (11) voting members on the TRANSPLAN Committee. Each city council shall appoint two (2) voting members, one (1) from the city council and one (1) from the planning commission. The Board of Supervisors shall appoint three (3) voting members, two from the Board of Supervisors and one from the planning commission.

Section 5. Terms of Office. Appointments to the TRANSPLAN Committee are for two years. The appointee (TRANSPLAN Member) must remain a local elected officeholder to serve on the TRANSPLAN Committee.

If for any reason a TRANSPLAN Member is no longer an elected official or planning commissioner, his or her alternate shall serve in his or her place until a successor is named and qualified. If no qualified alternate has been appointed such TRANSPLAN Member shall continue to serve until the earlier of (1) the appointment of his or her successor, (2) the end of the 60th day following the date such TRANSPLAN Member ceases to be an elected official or planning commissioner.

Section 6. Alternates. Each city may appoint an alternate from their city council to serve in place of the city council appointee, and may appoint an alternate from the city planning commission to serve in place of the planning commission appointee. The Board of Supervisors may appoint an alternate from the County Planning Commission, the East County Regional Planning Commission, or other County transportation committees to serve in place of the Board of Supervisors or planning commission appointee. Alternates shall serve as voting members.

Section 7. Chair. The TRANSPLAN Chair shall be elected from among the voting members

by a majority vote. The term of office shall be from the date of his or her election to the end of the calendar year as established in Section 2.

Section 8. Vice Chair. A Vice Chair may be elected from among the voting members by a majority vote. The term of office shall be for the date of his or her election to the end of the calendar year as established in Section 2.

Section 9. Representation on the Contra Costa Transportation Authority. The TRANSPLAN Committee shall appoint two representatives and two alternates to the Contra Costa Transportation Authority (CCCTA). These representatives and alternates must be from the City Councils of Antioch, Brentwood, Oakley or Pittsburg. The terms of the representatives and alternates will be set by the CCTA; thereafter, they shall serve two-year terms. Representatives or alternates may be removed by an absolute two-thirds vote of the TRANSPLAN Committee (8 votes). If a representative or alternate is removed, the TRANSPLAN Committee shall appoint a replacement to fill the remainder of that individual's term as soon as possible after their removal.

Section 10. Quorum. A quorum constitutes a majority six (6) TRANSPLAN Committee members.

ARTICLE II - DUTIES

Section 1. Coordination. The TRANSPLAN Committee shall review and coordinate transportation plans and transportation project proposals within the area described in Attachment A of the Joint Exercise of Powers Agreement for TRANSPLAN.

Section 2. Advise Commission. The TRANSPLAN Committee shall advise the CCTA on all matters concerning the Transportation Improvement and Growth Management Expenditure Plan as described in Ordinance 88-01, adopted by the voters of Contra Costa County on November 8, 1988, and on programming of State and Federal transportation funds in eastern Contra Costa County.

Section 3. Regional Forum. The TRANSPLAN Committee shall provide a forum to address regional transportation issues and other transportation issues in eastern Contra Costa County, convey information on these issues to the member jurisdictions, and foster regional efforts to reduce traffic congestion.

ARTICLE III - REVIEW OF ENVIRONMENTAL DOCUMENTS

Section 1. Role of TRANSPLAN STAFF. TRANSPLAN Staff will be responsible for maintaining a monthly ***Register of Environmental Notices and Documents*** that have been received by the TRANSPLAN Committee. Staff will regularly review and comment on environmental documents for regionally significant projects in East County and proposed changes to local General Plans. In general, a comment letter sent by TRANSPLAN Staff will

seek to ensure that impacts on Routes of Regional Significance designated in the East County Action Plan are accurately and fully analyzed and appropriate mitigation measures are identified. The comment letter may also suggest specific mitigation measures to reduce traffic or travel demand that would be consistent with the East County Action Plan and/or other relevant adopted plans. In addition, Staff will be responsible for informing local jurisdictions of the Measure C Growth Management Program procedures to evaluate the impact of a General Plan Amendment (GPA generating more than 100 additional peak hour trips) would have on maintaining the Traffic Service Objectives for the East County Action Plan.

Section 2. Role of the TRANSPLAN TECHNICAL ADVISORY COMMITTEE. There are situations in which it is appropriate and necessary for the TRANSPLAN Technical Advisory Committee to participate more directly in the review and preparation of comments on an environmental document. This participation may take the form of assisting TRANSPLAN Staff in the review and comments on an environmental document, or, providing concurrence on a TRANSPLAN Staff prepared comment letter. The following thresholds are to be used in determining when the TRANSPLAN Technical Advisory Committee (TAC) would be directly involved in review of an environmental document ¹:

- 1) Any proposed residential development or plan of more than 500 dwelling units;
- 2) Any commercial, industrial, or retail development or plan exceeding 250,000 square feet of floor area;
- 3) Any proposed project (public or private action) that has the potential to adversely impact the transportation system in East County, in particular the Routes of Regional Significance (e.g., road closures, expansion, or extensions).

Section 3. TRANSPLAN COMMITTEE. The TRANSPLAN Committee will receive in its a monthly agenda packet a ***Register of Environmental Notices and Documents***. The TRANSPLAN Committee will also receive a copy of all comment letters on environmental documents prepared by Staff/TAC. There are situations in which it is appropriate and necessary for the TRANSPLAN Committee to participate more directly in the review of an environmental document based on the previously described development size threshold. The TRANSPLAN Committee will review relevant excerpts from the environmental document and the Staff/TAC prepared comment letter on the environmental document. In some situations, the lead agency on the environmental document would be requested to make a presentation to the TRANSPLAN Committee on the proposed project's impacts on East County's regional transportation system and proposed mitigation measures to reduce these impacts. The purpose of this presentation

¹ Development size threshold is similar to that used by Metropolitan Transportation Commission in determining whether or not to review and comment on environmental documents. It is also similar to CEQA's project of regional significance definition [Sec. 15206 (b) (2) (A, B,C, D and E)].

would be informational only, so that the TRANSPLAN Committee will understand the basis for the Staff/TAC prepared comment letter on the environmental document, and, if necessary, provide additional input on the comment letter. The request for a presentation to the TRANSPLAN Committee would be based on a recommendation from either the TRANSPLAN Committee Chair or the TRANSPLAN Technical Advisory Committee.

Section 4. ADHERENCE TO CEQA. The TRANSPLAN Committee's procedures on the review and comment on environmental documents will be done in accordance with California Environmental Quality Act (CEQA) and other applicable laws. The submittal of a comment letter on an environmental document, which is prepared by Staff or TAC, and any subsequent review of the environmental document by the TRANSPLAN Committee, will occur within the 45-day comment period establish by CEQA.

G:\Transportation\Committees\Transplan\JEPA and Admin Code\transplan cmte admin proc.doc

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Zoe Merideth, Planning Manager *ZM*

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

SUBJECT: Laurel Ranch Carwash and Convenience Store (PRE2023-0006)

RECOMMENDED ACTION

It is recommended that the City Council provide the applicant with feedback regarding the proposal.

FISCAL IMPACT

There is no direct fiscal impact to providing feedback to the applicant. Should the applicant choose to submit an entitlement application, the cost of the entitlement will be incurred by the applicant.

ENVIRONMENTAL REVIEW

This is a non-entitlement action and does not require environmental review. The future application would require compliance with the California Environmental Quality Act (CEQA). The appropriate CEQA document will be determined at the time of application submittal.

REQUEST

The applicant requests Preliminary Development Plan (“PDP”) review of a new 2,800 square foot carwash with 18 vacuum stations and a 2,500 square foot convenience store. The proposed project includes 35 parking spaces, inclusive of the 18 vacuum stalls. Associated improvements including landscaping and stormwater control facilities are also proposed.

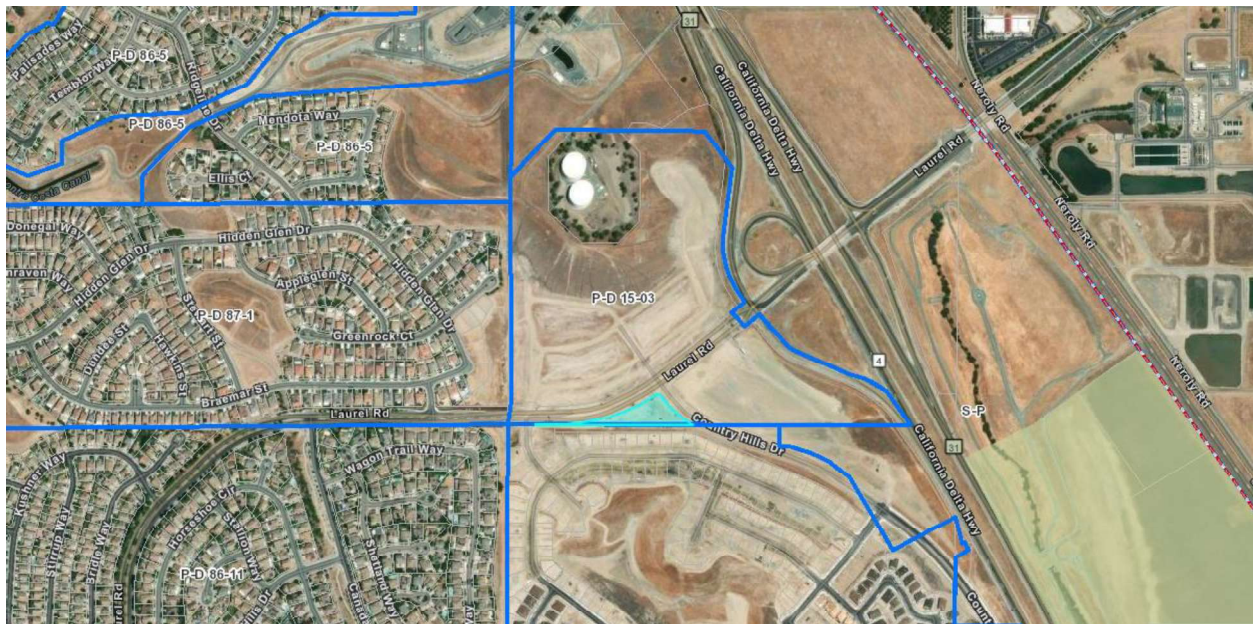
The purpose of a PDP is to gather feedback from the City Council and others in order for the applicant to become aware of concerns and/or issues prior to submittal of an entitlement application.

BACKGROUND

The subject site is a triangular 1.35-acre vacant parcel at the southwest corner of Laurel Road and Country Hills Drive and is part of the Laurel Ranch subdivision. The Laurel Ranch subdivision is located predominately to the north of Laurel Road. Laurel Ranch is a Planned Development entitled in 2016 to include 180 single family homes with future

development on the southeastern corner of Laurel Road and Country Hills Drive (now entitled as Laurel Ranch Townhomes). When the project was originally approved in 2016, the subject site (parcel H) was identified as a C.3 bioretention facility for stormwater control. After the entitlement phase, the stormwater control plan for Laurel Ranch was re-engineered and parcel H is no longer needed for stormwater control.

In 2022, the applicant submitted a PDP to construct a gas station, carwash, and convenience store at the project site. The PDP was heard at the February 15, 2023 Planning Commission meeting. At the meeting, Commissioners expressed concerns about placing a gas station so close to residential homes and on such a constrained parcel. Meeting minutes from the Planning Commission meeting are included as Attachment E. The previous staff report, including project plans, is available here: <https://www.antiochca.gov/fc/government/agendas/PC/staff-reports/021523-7-1.pdf>



OVERVIEW

The applicant is requesting a PDP for a proposed automatic carwash and convenience store. The subject site is a vacant 1.35-acre parcel. The proposal includes site improvements and landscaping. The objective of this review is to provide feedback about any potential concerns or issues prior to the submittal of entitlements. If a formal application is filed, project entitlements would include:

- Environmental Review
- General Plan Amendment
- Specific Plan Amendment
- Planned Development Rezone
- Final Development Plan including a Use Permit and Design Review

The PDP review provides an opportunity for the Planning Commission, City Council, and other interested parties to identify concerns and/or issues prior to formal submittal of an

entitlement application. A list of additionally required items including information, plan refinement, and supplemental analysis is compiled for the applicant to address prior to a formal submittal.

General Plan, Zoning, and Land Use

The General Plan designation is the East Lone Tree Specific Plan (ELTSP) Focus Area with a designation within the focus area of Low Density Residential. The ELTSP was adopted in 1996 to guide the development of approximately 800 acres in the southeastern portion of Antioch. The entire ELTSP is available here: <https://www.antiochca.gov/fc/community-development/planning/East-Lone-Tree-Specific-Plan.pdf>

In the 2023 staff report, the property's Specific Plan designation was presented as Office Retail. After further examination of the map, staff has determined that the correct designation is Low Density Residential. This designation does not allow commercial uses. Therefore, the proposed use would require a General Plan Amendment and Specific Plan Amendment to change the designation to the Community Retail (C_N) designation. The ELTSP includes specific development standards in the C_N designation, which would apply to the site should General Plan and Specific Plan Amendments be granted. The land use map is provided as Attachment C. During preliminary discussions with the applicant regarding the site, even when staff erroneously believed the Specific Plan designation was C_N, staff communicated that any commercial use at the site would need to be compatible with the neighboring homes and function well on the irregularly shaped parcel. Staff expressed reservations about a gas station/carwash development at the site for these reasons. Given the location and size of the parcel, staff believes that it is not well suited to residential development. The need for a General Plan Amendment and Specific Plan Amendment does not change staff's analysis of what type of commercial development is best suited at the site nor does it add any additional review time or hearings for a commercial project to be approved at the site.

The zoning designation of the site is Planned Development (PD-15-03), which is the Laurel Ranch Planned Development. A Planned Development Rezone is required to establish the proposed uses at the site.

Site Plan

The project site is a triangular shaped 1.35-acre parcel of vacant land located at the southwest corner of Laurel Road and Country Hills Drive. The proposed project consists of a convenience store and automatic carwash located at the corner of Laurel Road and Country Hills Drive. The project plans show a 2,500 square foot convenience store with a standalone parking lot near the southeast corner of the site. This parking area is accessed from a two-way driveway accessed from the southern portion of the site off Country Hills Drive. The parking area includes 10 standard parking spaces. This parking area does not allow access to the remainder of the site or access to the carwash, though an escape lane for the carwash does end at this parking area. The current convenience store elevations do not show an entrance to the convenience store from this parking area and patrons would walk from the parking area around the side of the building to the front

of the store. North of the convenience store is a second parking area with six standard parking spots and one van accessible parking spot. North of this parking area is a two-way driveway onto Country Hills Drive.

The carwash sits in the center of the site, close to the southern property line. The carwash is accessed by entering off Laurel Road or by entering from the northern driveway on Country Hills Drive. The carwash user would then drive in a queuing lane along the southern property line of the property and curve back through the carwash, exiting near Laurel Road. The user would then turn either left or right to access two separate sets of vacuum stations. Seven vacuums are provided along the southern property line at the western portion of the site and eleven vacuums are proposed at the corner of Laurel Road and Country Hills Drive at the northeastern portion of the site. The remainder of the site would be landscaped. The trash enclosure is proposed at the western edge of the parking area. All landscaping areas along Laurel Road and Country Hills Drive are proposed to be 25 feet wide, the minimum setback required in the ELTSP.

Parking

Antioch Municipal Code (AMC) § 9-5.1703.1 establishes off-street parking requirements that state retail sales requires 5 spaces per 1,000 square feet of gross floor area. The convenience store is proposed to be 2,500 square feet, necessitating 12.5 parking spaces, which the AMC requires be rounded up to 13 spaces. 16 spaces and one van accessible space are proposed, which is likely a result of the differing parking calculation requirements of a convenience store connected to a gas station, as the previous project proposed, and a standalone retail establishment. The applicant is proposing 18 vacuum stations for the carwash.

To improve the site design, staff recommends that the applicant reduce the number of convenience store parking spaces to the required 13 spaces. Staff would also recommend that the number of vacuum stalls be reduced to reduce the need to place vacuum stalls next to the southern property line, close to the residences. By reducing the parking, staff believes the internal site circulation could be improved.

Citywide Design Guidelines section 3.2.11 have specific policies for the design of carwashes. Standard 3.2.11.B.1 states that the “The site design for corner and midblock sites shall convey a strong link to the street or corner.” To meet this policy and the ELTSP policy requiring the buildings frame the gateway at the corner of Laurel Road and Country Hills Drive, staff recommends that the convenience store be placed at the corner of the site to create a strong linkage to the corner.

The Citywide Design Guidelines also state that vacuuming facilities shall be carefully oriented to avoid being a nuisance to adjacent uses. Staff is concerned that the current vacuum locations adjacent to the residences along the southern property line will be a nuisance. The project site is bordered by Park Ridge subdivision’s approximately forty-foot-wide landscaping parcel, which would provide some buffering between the homes and the vacuums. However, staff believes the potential impacts from the vacuums would be reduced further if the vacuums were relocated farther from the homes. A noise study will be required

as part of the California Environmental Quality Act (CEQA) document for their entitlement application to determine if the noise generated at the site would have negative impacts on surrounding properties.

Site Access and Circulation

The proposed site plan shows three new driveways to serve the site. First a 30-foot-wide driveway off Laurel Road would provide right-in and right-out access to Laurel Road. Second, a 30-foot-wide driveway approximately 65 feet south of the corner of Laurel Road and Country Hills Drive, on Country Hills Drive would provide right-in and right-out access for some of the convenience store parking, access to the carwash and vacuum stations. Third, a new 25 foot wide right-in and right-out driveway on Country Hills Drive would be located approximately 75 feet south of the other Country Hills Drive driveway. This driveway would only serve the 10 parking spaces for the convenience store and the escape lane to the carwash. No access to enter the carwash would be provided from this driveway and parking area.

The previous iteration of the project included two driveways: one on Laurel Road and one on Country Hills Drive. Staff has concerns about the introduction of a second driveway on Country Hills Drive because this portion of Country Hills Drive currently features a merge where two lanes merge into one lane. The addition of two driveways within this merging area creates the potential for conflicts, which would need to be studied during the entitlement application. Staff is also concerned that the second, southernly driveway on Country Hills Drive only leads to the convenience store and not the carwash, which limits the internal flow of the site. As designed, if this parking lot is full, cars turning in would have a difficult time turning around to get back on Country Hills Drive. The Engineering Division has provided two concepts, included as Attachment D, that show how the site design could be reworked to only have one driveway on Country Hills Drive and provide better internal circulation throughout the entire site. Citywide Design Guidelines 3.2.11.B.3 states about carwashes and service stations, "Driveway cuts shall be limited to two per site, unless otherwise allowed by the City Engineer for valid circulation reasons." As shown by the Engineering Division's concept, three driveways are not needed for circulation reasons and staff recommends they be reduced to two driveways. The Engineering concepts do not fully account for all standards in the ELTSP but do show there are alternative design possibilities.

The project plan shows new driveways at both Laurel Road and Country Hills Drive. This intersection and the Laurel Road extension were recently completed and designed without driveway access to the subject parcel because it had been designed for C.3 bioretention.

The Planned Development approval for the Laurel Ranch development in 2016 includes conditions of approval related to the commercial parcel (then known as Parcel 'C', now entitled as the Laurel Ranch Townhomes Project) across Country Hills Drive from the subject parcel. The first condition reads, in part, "No access to commercial developments (Parcel 'C') shall be permitted off of Laurel Road due to the site's narrow frontage and close proximity to planned intersections." A second condition reads, "Except for right-in/right-out access, access to the 9.9-acre commercial parcel (Parcel 'C') from southbound Country Hills Drive

shall be a minimum of 800' south of Laurel Road. Based on a traffic study conducted for this commercial site, this access may require signalization. The traffic signal shall be designed and constructed in cooperation with the property owner to the south." While the subject site is not Parcel 'C', the same concerns of narrow frontages and close proximity to intersections exist for the subject parcel as it would for Parcel 'C'. During the entitlement phase, a traffic study to review the intersection and modifications to the approved conditions of approval would likely be required to allow driveways to serve the subject site.

Architecture and Landscaping

Pursuant to AMC § 9-5.2607, all new development within the City is subject to Design Review approval. The purpose of the Design Review process is to promote the orderly development of the city, encourage high quality site design and planning, protect the stability of land values and investments, and ensure consistency with the Citywide Design Guidelines.

The proposed building architecture features stucco in shades of beige and tan. Brick veneer makes up the remainder of the facades. A metal roof in a gray tone, cornice, architectural details, and flat metal awnings add interest to the convenience store and carwash tunnel. The ELTSP requires architecture within a center to employ a single vocabulary of forms, details, and materials. As designed, the site uses cohesive materials and colors to create a single architectural style.

The landscaping plan features trees, shrubs, grasses, groundcovers, and vines. The plan features screening trees including interior live oak, and Chinese elm placed around the perimeter of the site. Proposed parking lot trees include Chinese pistache and little leaf linden. Shrubs and grasses, which make up the majority of the landscaping, include waxleaf privet, little John bottle brush, café rush, and society garlic. Groundcovers include Asian jasmine and rosemary. The vines proposed are Boston ivy and creeping fig and would be planted on the masonry wall along the southern property line.

Section 8.3.4 of the ELTSP includes landscaping policies for the Community Retail designation. The Section requires that street frontages are landscaped to screen cars from view. Staff believes the current screening trees, dense shrubs of varying heights and grasses act as a sufficient buffer. The policies also state that the plants shall be primarily natives and other climate-suited varieties. Staff believes that the landscaping proposed is largely climate-suited, as required, but given the recent public comments regarding native plants on other projects, staff suggests the applicant take any feedback from the public and City Council regarding the introduction of more native plant species.

PLANNING COMMISSION MEETING

The Planning Commission held a public hearing on February 21, 2024 regarding the PDP. The meeting's minutes are included as Attachment G. At the hearing, three members of the public spoke. One member asked that the proportion of native plant species in the project be increased to over 70%. Another speaker expressed concern about peak hour traffic and supported alternative commercial uses at the site. A third speaker shared the sentiment regarding alternative commercial uses at the site. Generally, the Planning

Commission expressed concern about the current site design and traffic circulation. Several Commissioners stated that they had concerns with a carwash at this location. Commissioners offered suggestions of a standalone convenience store with adequate parking, a combination convenience store and deli or coffee shop, or a standalone deli or coffee shop at the site. Commissioners also recommended EV charging or a hydrogen fueling station at the site could also be an option. Commissioners also discussed the need for measures to reduce impacts to the neighboring residential properties including limiting hours of operation and working to reduce noise impacts, whether a carwash or other commercial use was built at the site. The PDP process offers feedback, and a formal action is not taken by the Planning Commission.

CONCLUSION

The purpose of the PDP application is to gather feedback from the City Council and others for the applicant to become aware of concerns and other issues prior to the submittal of entitlements. As standard practice, the plans are not conditioned; rather a list of needed items, information, and issues to be addressed is compiled for the applicant. Staff suggests the following, along with issues brought up by the Planning Commission and City Council, be considered by the applicant:

- Staff is supportive of the architectural style of the project and cohesive design of the convenience store and carwash.
- Staff is supportive of the removal of the gas station component of the project.
- Staff recommends reducing the amount of parking at the convenience store to 13 spaces, the number required in the zoning code, to potentially improve the overall site design.
- Staff recommends the applicant rethink the project's site design to better meet the Citywide Design Guidelines and the ELTSP policies. Specifically, policies regarding:
 - Creating a strong corner and street frontage.
 - Reducing the number of driveways at the site to two and moving the driveway along Country Hills Drive to the southern portion of the site.
 - Removing vacuums from the southern property line that backs up to residential uses.
- Staff recommends removing the standalone parking area off Country Hills Drive.
- Staff recommends redesigning the site to create a site with cohesive site plan.

ATTACHMENTS

- A. Project Plans
- B. Project Description
- C. ELTSP Land Use Map
- D. Engineering Comments and Concept Plans
- E. February 13, 2023 Planning Commission Meeting Minutes
- F. Public Comment Received
- G. February 21, 2024 Planning Commission Meeting Minutes

Laurel Ranch Retail - Parcel H

LAUREL ROAD, ANTIOCH, CA 94531
A.P.N. 053-060-064

LOT DATA:

A.P.N.: 053-060-064
TOTAL ACREAGE: 59,980 SF (1.354 AC)
EXISTING PARCELS: 1
PROPOSED PARCELS: 1
EXISTING ZONE: P-D 15-03
PROPOSED ZONE: P-D 15-03
EXISTING USE: VACANT - UNDEVELOPED
PROPOSED USE: CONVENIENCE STORE / CARWASH

PROPERTY DESCRIPTION

REAL PROPERTY IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEING A PORTION OF PARCEL ONE IN THAT GRANT DEED RECORDED OCTOBER 27, 2017, INSTRUMENT NO. 2017-02029254-00, OF OFFICIAL RECORDS, TOGETHER WITH INSTRUMENT NO. 2018-0091754-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

PARCEL H:

SCOPE OF WORK

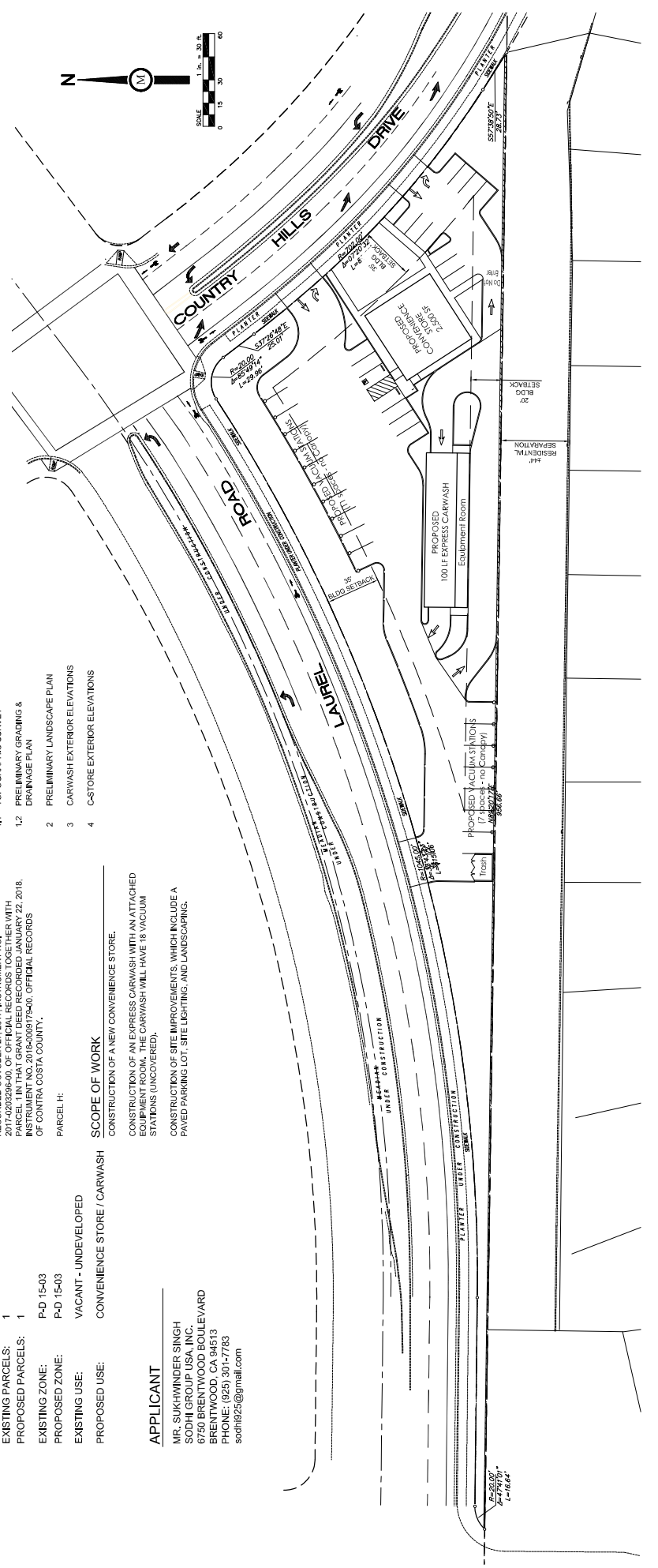
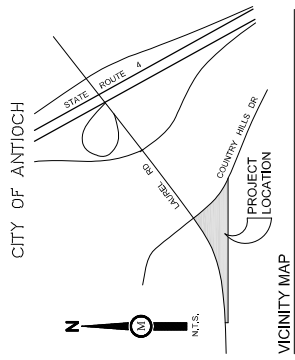
CONSTRUCTION OF A NEW CONVENIENCE STORE.
CONSTRUCTION OF AN EXPRESS CARWASH WITH AN ATTACHED EQUIPMENT ROOM. THE CARWASH WILL HAVE 18 VACUUM STATIONS (UNCOVERED).
CONSTRUCTION OF SITE IMPROVEMENTS, WHICH INCLUDE A PAVED PARKING LOT, SITE LIGHTING, AND LANDSCAPING.

APPLICANT

MR. SUKHWINDER SINGH
SODHI GROUP USA, INC.
6750 BRENTWOOD BOULEVARD
BRENTWOOD, CA 94513
PHONE: (925) 301-7783
sodhi925@gmail.com

SHEET INDEX

- | | | | |
|-----|-------------------------------------|---|------------------|
| T1 | TITLE SHEET | 5 | PHOTOMETRIC PLAN |
| 1 | ENLARGED SITE PLAN | 6 | SITE PHOTOS |
| 1.1 | TOPOGRAPHIC SURVEY | | |
| 1.2 | PRELIMINARY GRADING & DRAINAGE PLAN | | |
| 2 | PRELIMINARY LANDSCAPE PLAN | | |
| 3 | CARWASH EXTERIOR ELEVATIONS | | |
| 4 | C-STORE EXTERIOR ELEVATIONS | | |



OVERALL SITE PLAN
1" = 30'



Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Yuba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

TITLE SHEET

T1

11-01-23

PARKING DATA:

CARWASH TUNNEL:	N/A
C-STORE (2,500 SF):	10 SPACES
(1 SPACE PER 250 SF)	
EMPLOYEE PARKING (4 EMPLOYEES)	4 SPACES
REQUIRED:	14 SPACES
STANDARD PARKING SPACE (9' x 20')	16 SPACES
ACCESSIBLE PARKING SPACE (9' x 20')	1 SPACE
VACUUM SPACE (14'x20')	18 SPACES
PROVIDED:	35 SPACES

NOTE: CAR OVERHANGS 2.0' INTO SIDEWALK OR LANDSCAPING.

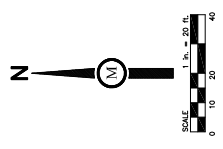
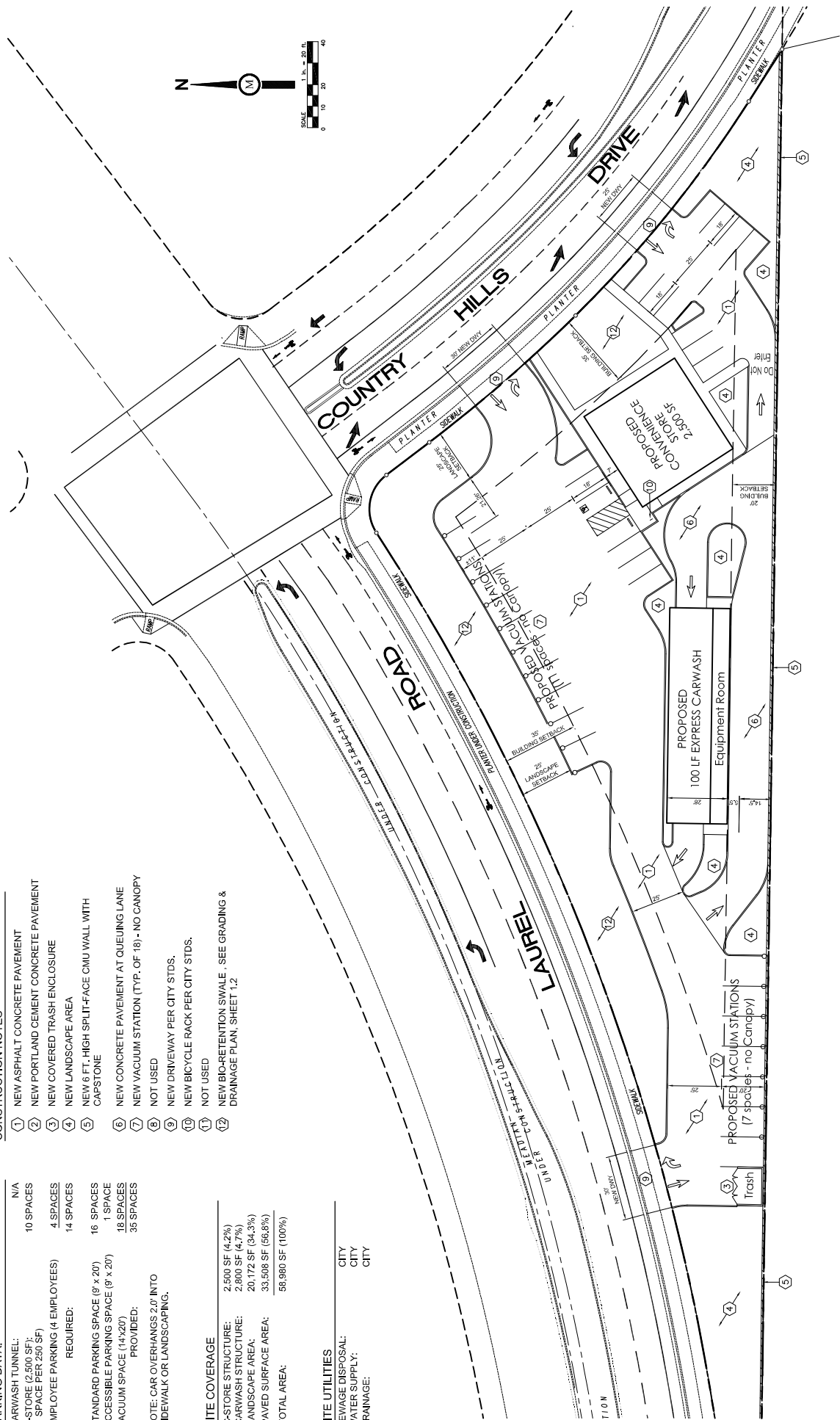
SITE COVERAGE

C-STORE STRUCTURE:	2,500 SF (4.2%)
CARWASH STRUCTURE:	2,800 SF (4.7%)
LANDSCAPE AREA:	20,172 SF (34.3%)
PAVED SURFACE AREA:	33,508 SF (56.8%)
TOTAL AREA:	58,980 SF (100%)

SITE UTILITIES

SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

- CONSTRUCTION NOTES**
- 1 NEW ASPHALT CONCRETE PAVEMENT
 - 2 NEW PORTLAND CEMENT CONCRETE PAVEMENT
 - 3 NEW COVERED TRASH ENCLOSURE
 - 4 NEW LANDSCAPE AREA
 - 5 NEW 6 FT. HIGH SPLIT-FACE CMU WALL WITH CAPSTONE
 - 6 NEW CONCRETE PAVEMENT AT QUEUING LANE
 - 7 NEW VACUUM STATION (TYP. OF 18) - NO CANOPY
 - 8 NOT USED
 - 9 NEW DRIVEWAY PER CITY STDS.
 - 10 NEW BICYCLE RACK PER CITY STDS.
 - 11 NOT USED
 - 12 NEW BIORETENTION SWALE - SEE GRADING & DRAINAGE PLAN, SHEET 1.2



ENLARGED SITE PLAN
1" = 20'

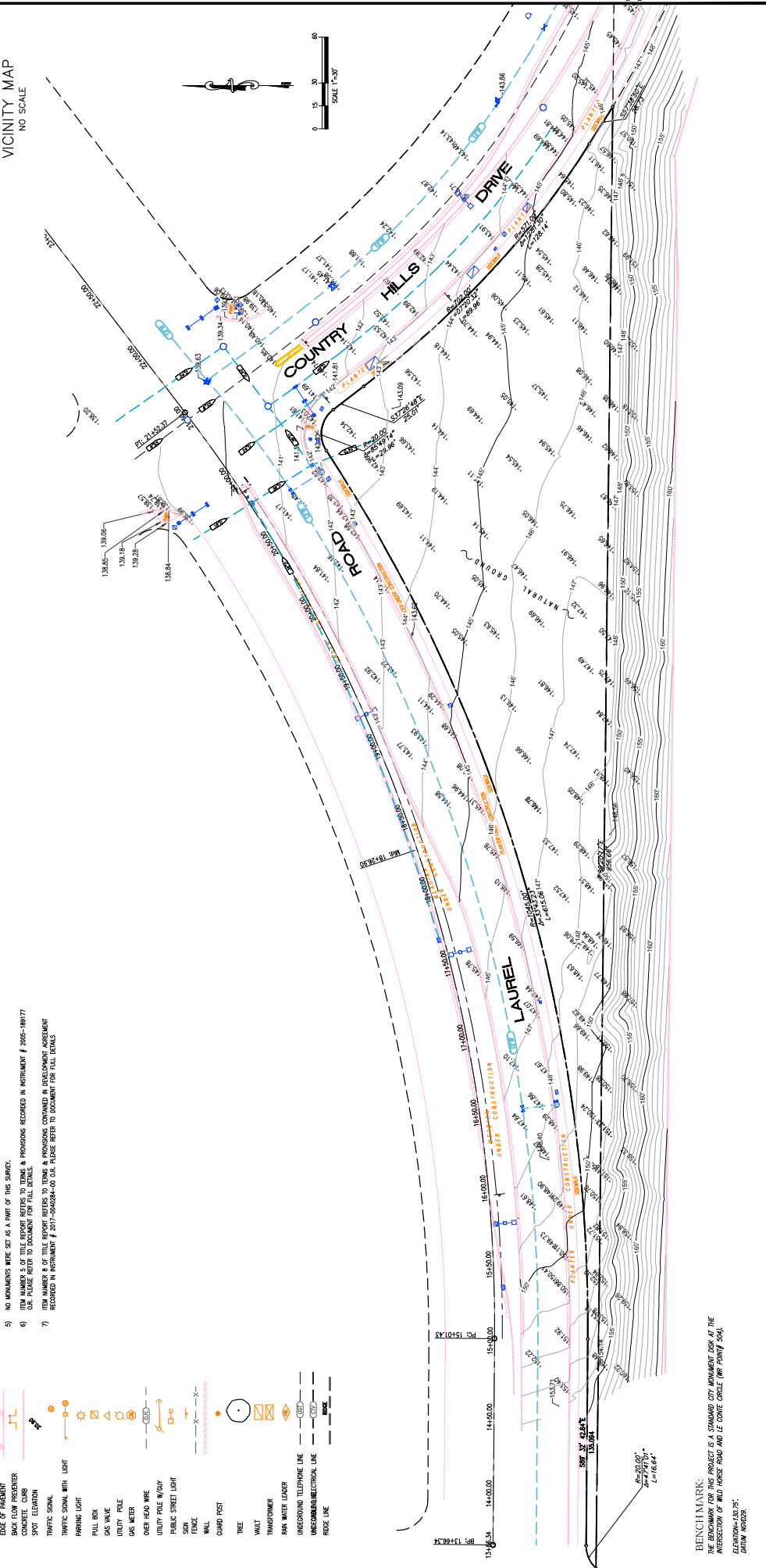
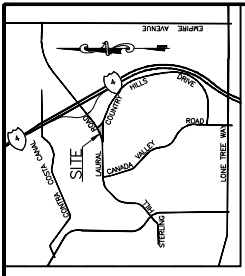
Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Yuba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

ENLARGED
SITE PLAN

1

11-01-23



SURVEY NOTES:

- 1) A PRELIMINARY TITLE REPORT WAS PROVIDED BY FIRST AMERICAN TITLE COMPANY, ORDER NUMBER 180-001210 (10) DATED APRIL 10, 2022 FOR THE PREPARATION OF THIS SURVEY.
- 2) THE SURVEY WAS CONDUCTED ON APRIL 10, 2022. THE SURVEY DATA AND FIELD NOTES INCLUDE THE ACTUAL LOCATIONS OF UNDERGROUND UTILITIES.
- 3) THIS IS NOT A BENCHMARK SURVEY. ADDITIONAL FIELD SURVEY AND RESEARCH WILL BE REQUIRED TO ESTABLISH THE BENCHMARK. THE BENCHMARK WILL BE ESTABLISHED AT THE INTERSECTION OF LAUREL ROAD AND COUNTRY ROAD.
- 4) THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE DRAWINGS ARE BASED ON FIELD SURVEY DATA AND RESEARCH. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF SUCH UTILITIES MAY VARY FROM THE INFORMATION SHOWN ON THESE DRAWINGS. THE CLIENT IS RESPONSIBLE FOR THE COMPLETENESS OF ACCURACY OF ITS DETERMINATION OF SUCH UNDERGROUND UTILITIES FOR THE EXTENT OF THE DRAWINGS. THE CLIENT IS RESPONSIBLE FOR THE COMPLETENESS OF ACCURACY OF ITS DETERMINATION OF SUCH UNDERGROUND UTILITIES FOR THE EXTENT OF THE DRAWINGS. THE CLIENT IS RESPONSIBLE FOR THE COMPLETENESS OF ACCURACY OF ITS DETERMINATION OF SUCH UNDERGROUND UTILITIES FOR THE EXTENT OF THE DRAWINGS.
- 5) NO MONUMENTS WERE SET AS PART OF THIS SURVEY.
- 6) ITEM NUMBER 5 OF TITLE REPORT REFERS TO TERMS & PROVISIONS CONTAINED IN INSTRUMENT # 2005-189177 RECORDED IN INSTRUMENT # 2017-306084-00 CO. PLEASE REFER TO DOCUMENT FOR FULL DETAILS.
- 7) ITEM NUMBER 8 OF TITLE REPORT REFERS TO TERMS & PROVISIONS CONTAINED IN DEVELOPMENT AGREEMENT RECORDED IN INSTRUMENT # 2017-306084-00 CO. PLEASE REFER TO DOCUMENT FOR FULL DETAILS.

LEGEND

MANHOLE	WATER LINE	SEWER LINE	GAS LINE	WATER VALVE	WATER CLEAN OUT	WATER METER	DETECTOR CHECK	FIRE DEPT. CONNECTION	EDGE OF PAVEMENT	CONCRETE CURB	SPOT ELEVATION	TRAFFIC SIGNAL	TRAFFIC SIGNAL WITH LIGHT	PARKING LIGHT	PULL BOX	GAS VALVE	UTILITY POLE	GAS METER	OVER HEAD WIRE	UTILITY POLE W/ SWT	PUBLIC STREET LIGHT	SKIN	FENCE	WALL	CARD POST	TRUSS	VAULT	TRANSFORMER	RAIN WATER LEADER	UNDERGROUND TELEPHONE LINE	UNDERGROUND ELECTRIC LINE	ROCK LINE
---------	------------	------------	----------	-------------	-----------------	-------------	----------------	-----------------------	------------------	---------------	----------------	----------------	---------------------------	---------------	----------	-----------	--------------	-----------	----------------	---------------------	---------------------	------	-------	------	-----------	-------	-------	-------------	-------------------	----------------------------	---------------------------	-----------

STUKAM CONSULTING ENGINEERS, INC.
 11344 COLOMA ROAD, SUITE 235C
 GOLD RIVER, CA 95670
 (916) 835-5791 (916) 858-8241 FAX

LAUREL ROAD
 PARCEL "H" CERTIFICATE OF COMPLIANCE (2021-0136436)
 COUNTY OF ANTIPOCH
 CONTRA COSTA COUNTY
 CALIFORNIA

DATE: 05-20-2022
 SHEET 1 OF 1

JOB NO. 2022-1007

SCALE: 1"=30'

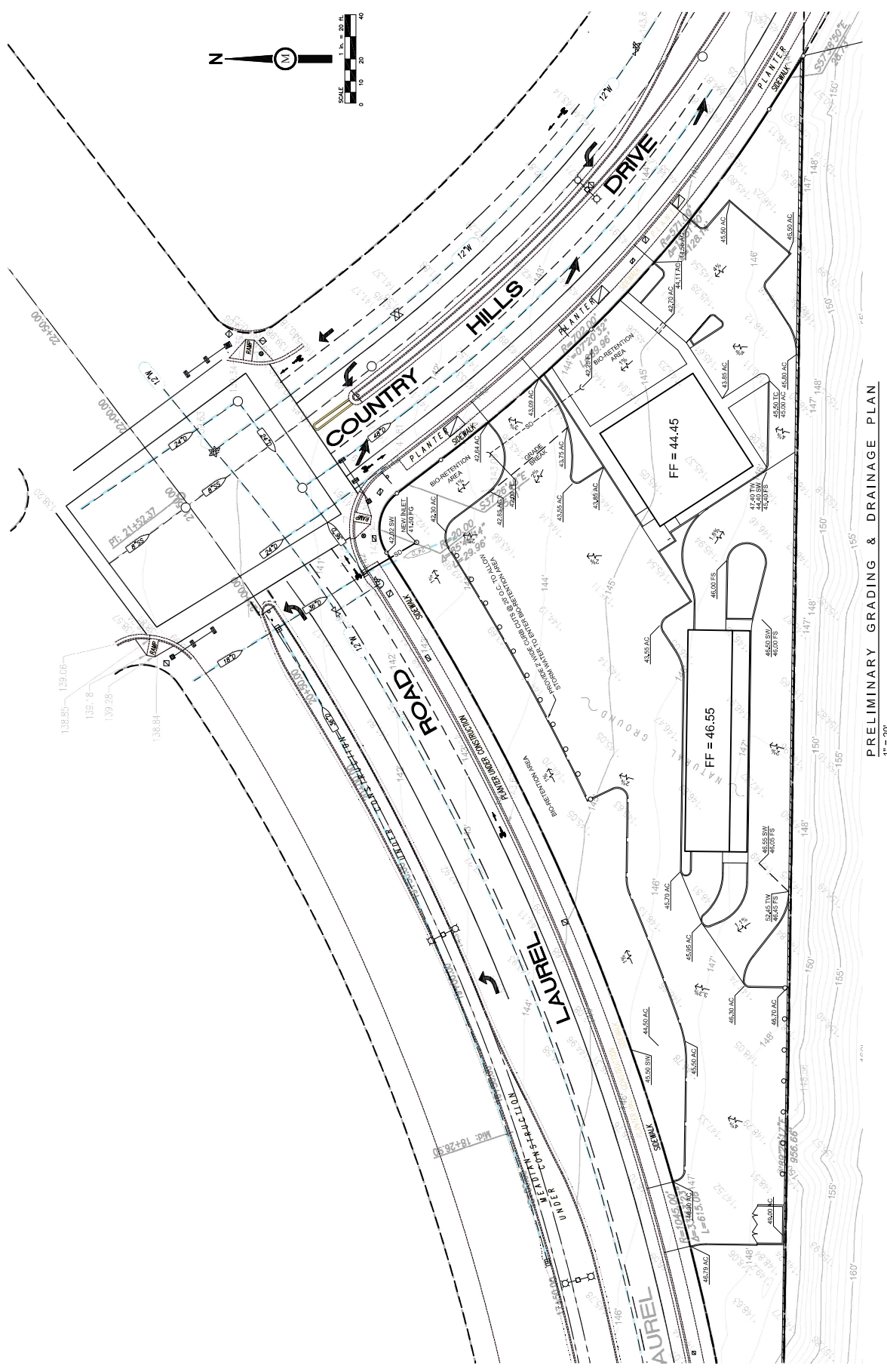
DESIGNED: GWY, SWF
 CHECKED: GWY
 SUBMITTED: GARY TIMOTHY MOING, ROE15.505

REV. NO. DESCRIPTION ENGR. INT. BY DATE

REVISIONS

BENCHMARK ELEV. 130.75
 FIELD BOOK NO. PG.

BENCHMARK: THE BENCHMARK FOR THIS PROJECT IS A STANDARD CITY MONUMENT BENCH AT THE INTERSECTION OF BIRD WADSE ROAD AND LE COMTE CIRCLE (BIR POINT) SQA. ELEVATION=130.75'. DATUM: NAD83.



Milestone Associates Imagineering, Inc.
 1000 Lincoln Road, Suite H202, Yuba City, CA 95991
 (530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H" PRELIMINARY GRADING & DRAINAGE PLAN 1.2
 LAUREL ROAD, ANTIOCH, CA

11-01-23



PRELIMINARY PLANT SCHEDULE			
SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE
ACCENT TREES			
	CERIS CHANDROSS 'FOREST PINK'	FOREST PINK EASTERN BIRDCHERRY	15 GAL LOW
	LAGERSTROEMIA X 'MUSKOGEE'	LIGHT LAVENDER DRAPED WIRTLE	15 GAL LOW
PARKING LOT TREES			
	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	15 GAL MODERATE
	PSTISCA CHINENSIS 'KEITH DAWY'	KEITH DAWY CHINESE PISTACHE	15 GAL LOW
	TELA CORVINA	LITTLE LEAF LINDEN	15 GAL MODERATE
STREET TREES			
	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	15 GAL MODERATE
	PSTISCA CHINENSIS 'KEITH DAWY'	KEITH DAWY CHINESE PISTACHE	15 GAL LOW
	ZELKOVA SERATA 'GREEN WAVE'	GREEN WAVE ZELKOVA	15 GAL MODERATE
PERIMETER SCREEN TREES			
	KOELREUTERIA PANICULATA	GOLDEN RAIN TREE	15 GAL MODERATE
	QUERCUS WUSZIZENI	INTERIOR LIVE OAK	15 GAL LOW
	ULMUS PARVIFLOA	CHINESE ELM	15 GAL MODERATE
ACCENT SHRUBS			
	HEDERAELIS X 'EVERGREEN ORANGE'	EVERGREEN ORANGE DWARF	1 GAL LOW
	ROSA X 'NOBLESSE'	ROBERT CARROT WHITE GROUNDCOVER	1 GAL LOW
	TULBASHIA VOLAGZA 'SILVER LACE'	SILVER LACE SOCIETY GARLIC	1 GAL LOW
GRASSES AND GRASSES LIKE PLANTS			
	CHORONDELIUM TECTORUM	CAPE BUSH	1 GAL LOW
	FESTUCA VARIEGATA	ATLAS FESCUE	5 GAL LOW
	MULLENBERGIA CAPILLARIS	PINK WUPLY GRASS	5 GAL LOW
GROUNDCOVERS			
	MYOPORUM PARVIFLOUM 'PINK'	PINK TRAILING MYOPORUM	1 GAL LOW
	ROSMARINUS OFFICINALIS 'PROSTRATUS'	PROSTRATE ROSEMARY	5 GAL LOW
	TACHYLOPERIDIUM ASPICUM	ASIAN JASMINE	1 GAL MODERATE

PRELIMINARY PARKING LOT SHADING CALCULATIONS			
SHADING AREA BY TREE TYPE:	3/4	1/2	1/4
PARKING LOT TREES:	10982-992	08707-0	40481-1,924
PERIMETER SCREEN TREES:	08682-0	08707-0	28481-992
STREET TREES:	08682-0	08707-0	68481-2,086
ACCENT TREES:	08777-0	08135-0	3882-267
TOTAL AREA SHADDED BY TREES:	78,188 SF		
TOTAL PARKING LOT AREA REQUIRING SHADING:	16,276 SF		
PERCENT OF SHADE PROVIDED:	50.3%		

LANDSCAPE AREA CALCULATIONS			
TOTAL PROJECT AREA - PARCEL SIZE:	58,113 SF		
TOTAL LANDSCAPE AREA:	21,386 SF	100%	
SHRUB AND GROUNDCOVER AREA:	16,362 SF	76.5%	
BIORETENTION AREA:	1,613 SF	7.5%	
COBBLE AREA:	3,411 SF	16.0%	
PERCENT OF SITE IN LANDSCAPE:	36.8%		

PRELIMINARY PLANT SCHEDULE, CONT.			
SYMBOL	BOTANICAL NAME	COMMON NAME	WATER USE
MEDIUM/HEIGHT SHRUBS			
	CALLISTEMON VIMINUS 'LITTLE JOINT'	LITTLE JOINT BOTTLE BRUSH	5 GAL LOW
	LEUCOPHYLLON 'TEDEANUM'	WAXLEAF PINE	5 GAL LOW
	OLEA EUROPAEA 'LITTLE OLE'	LITTLE OLE OLIVE	5 GAL LOW
SMALL SHRUBS			
	EDONNUS JAPONICUS	JAPANESE EDONNUS	5 GAL LOW
	PITISPORUM TOBERA 'VAREGATA'	VAREGATED MOCK ORANGE	5 GAL MODERATE
	XYSOMA CONGESTUM 'COMPACT'	COMPACT XYSOMA	5 GAL LOW
VINES			
	FOCUS PAULINA	CREeping FIG	1 GAL MODERATE
	PARFENOCISSUS TRICOSPORA	BOSTON IVY	1 GAL MODERATE
BIORETENTION PLANTS			
	JUNCUS SPENS	BLUE RUSH	5 GAL MODERATE
	MULLENBERGIA BIENS	DEERGRASS	5 GAL LOW
	ACHILLEA TOMENTOSA	WOOLLY YARROW	5 GAL LOW
MISCELLANEOUS			
	2"-4" DIAMETER RIVER COBBLE		

PROJECT IRRIGATION NOTE

THE PROPOSED PLANTING DESIGN FOR THIS PROJECT IS COMPOSED OF PREDOMINANTLY LOW-WATER USE TREES, SHRUBS, AND GROUNDCOVERS. THE TREES WILL BE IRRIGATED WITH A LOW-WATER USE SYSTEM AND A SURFACE SUPPLEMENTAL BUBBLER. THE SHRUBS AND GROUNDCOVERS WILL BE IRRIGATED WITH LOW VOLUME POINT SOURCE DRIP/BUBBLERS TO PROVIDE ADEQUATE WATER TO THE PLANT ROOT ZONE. THE SITE IRRIGATION WILL BE CONTROLLED BY A "SMART" CONTROLLER USING EVAPOTRANSPIRATION DATA (HUNTER, RAINBIRD, OR EQUAL). THE POINT OF CONNECTION WILL UTILIZE A BACKFLOW PREVENTER, MASTER VALVE, AND FLOW SENSOR TO COMPLY WITH ALL APPLICABLE LOCAL AND STATE WATER EFFICIENT LANDSCAPE ORDINANCE CODES.

BIO-RETENTION PLANTING NOTE

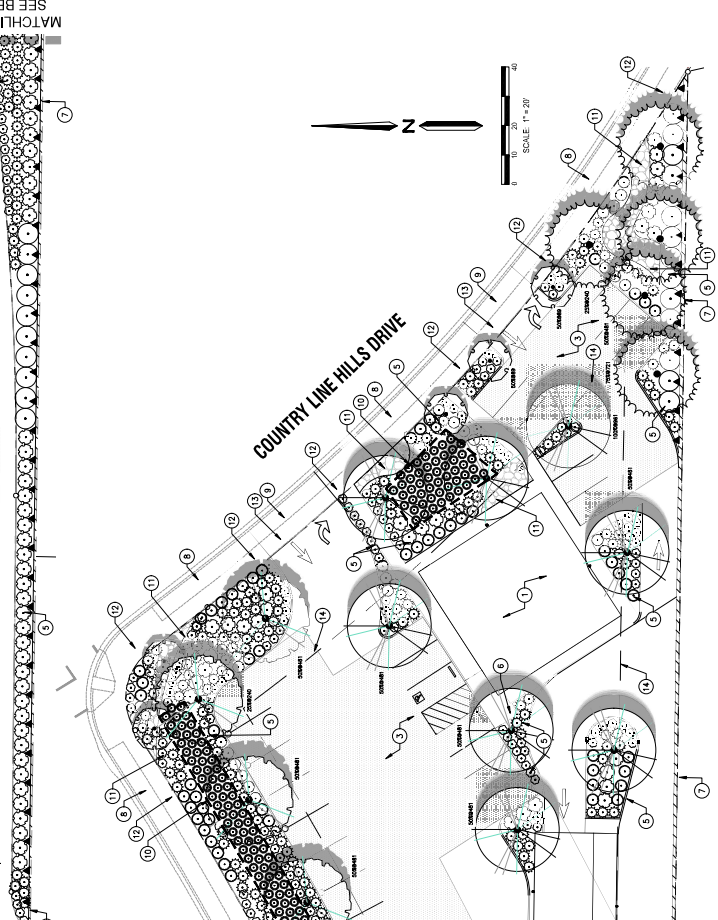
THE PLANT MATERIALS SELECTED FOR THE BIORETENTION FACILITIES FOR THIS PROJECT HAVE BEEN SELECTED FOR THE FOLLOWING REASONS:

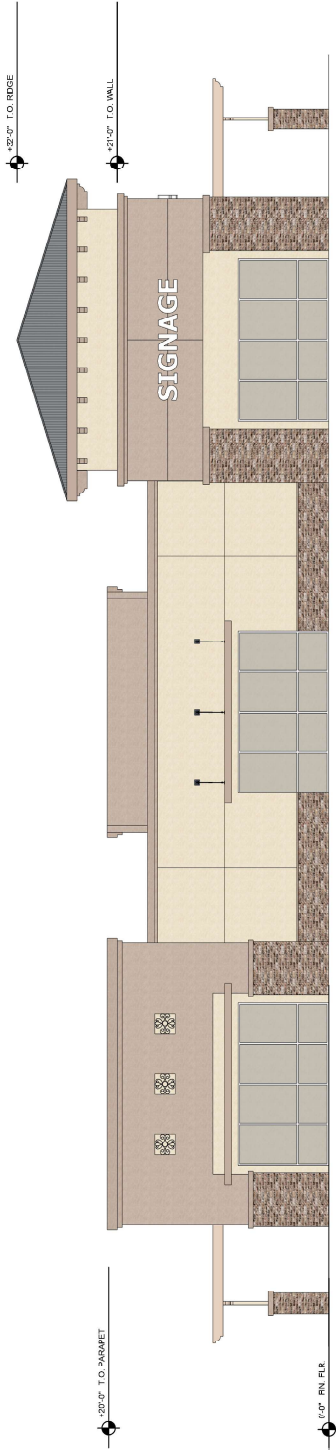
- RECOMMENDATIONS FOR BIORETENTION FACILITIES AND PLANTER BOXES.

PRELIMINARY IRRIGATED LANDSCAPE WATER EFFICIENCY TABLE			
WATER BUDGET CALCULATIONS			
MAXIMUM APPLIED WATER ALLOWANCE	MMWA = (ET ₀) / (0.65) * ((0.45) / (A)) * ((1.0 - 0.45) / (S)) * (A)	LOCAL ET ₀ = 45.4	MMWA = 270,868 GAL
ESTIMATED TOTAL WATER USE	ET ₀ = (ET ₀) / (0.65) * ((0.45) / (A)) * ((1.0 - 0.45) / (S)) * (A)	LOCAL ET ₀ = 45.4	ET ₀ TOTAL = 265,121 GAL
HYDROZONE INFORMATION TABLE			
HYDROZONE TAG	PLANT TYPE (P/F)	IRRIGATION EFFICIENCY (P/F/E)	ETAF * AREA (SF)
LANDSCAPE AREAS			
(T) TREES (P/R) / (M) MODERATE	0.50	RWS	861 SF
(S) SHRUBS (P/R) / (M) MODERATE	0.35	BUBBLER	18,812 SF
(G) GROUNDCOVERS (P/R) / (M) MODERATE	0.35	BUBBLER	1,613 SF
SPECIAL LANDSCAPE AREAS			
			TOTAL = 21,386 SF
			TOTAL = 0 SF
			TOTAL = 0 SF
			TOTAL = 0 SF

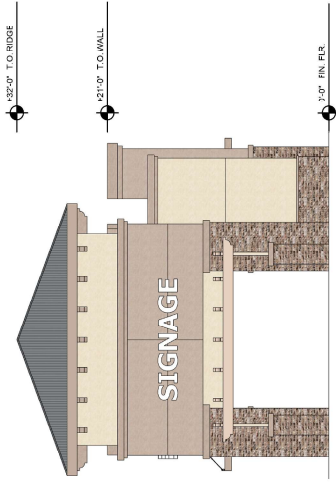
* THIS INFORMATION DERIVED FROM PLANT FACTOR DESIGNATIONS IN THE WOODS IV DOCUMENT.

LEGEND			
1	PROPOSED CONVENIENCE STORE - PER ARCHITECT'S PLANS		
2	PROPOSED CAR WASH - PER ARCHITECT'S PLANS		
3	PARKING LOT - PER CIVIL ENGINEER'S PLANS		
4	TRASH ENCLOSURE - PER ARCHITECT'S PLANS		
5	LANDSCAPE AREA		
6	BIKE RACK - PER ARCHITECT'S PLANS		
7	6" HIGH MASONRY WALL - PER ARCHITECT'S PLANS		
8	EXISTING LANDSCAPE TO REMAIN AND BE PROTECTED IN PLACE		
9	EXISTING LANDSCAPE TO BE MODIFIED FOR NEW DRIVEWAY APPROACH		
10	BIO-RETENTION AREA		
11	COBBLE IN LANDSCAPE		
12	EXISTING CITY SIDEWALK TO REMAIN		
13	EXISTING CITY SIDEWALK TO BE MODIFIED		
14	BUILDING SETBACK LINE - PER ARCHITECT'S PLANS		

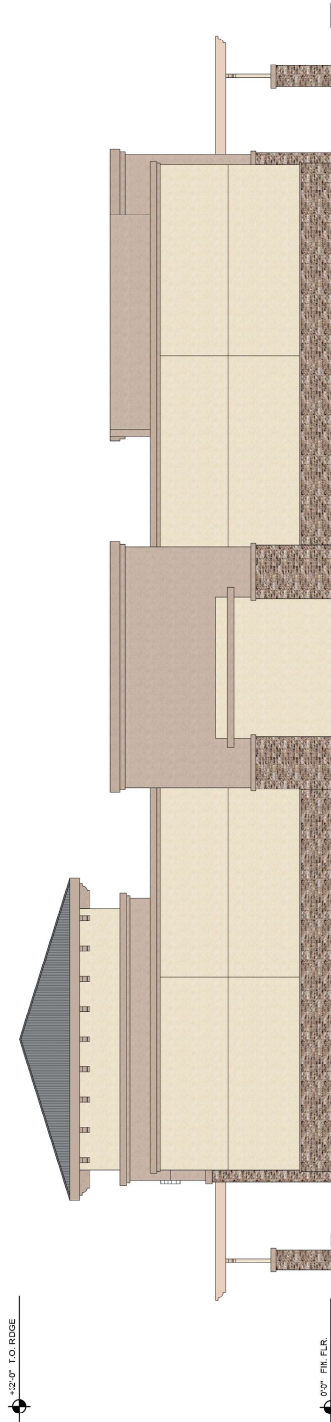




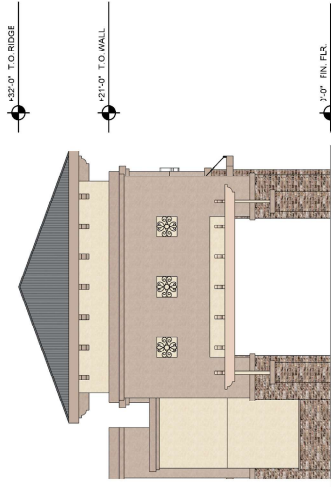
FRONT ELEVATION (NORTH)
3/16" = 1'-0"



RIGHT SIDE ELEVATION (WEST)
3/16" = 1'-0"



REAR ELEVATION (SOUTH)
3/16" = 1'-0"



LEFT SIDE ELEVATION (EAST)
3/16" = 1'-0"

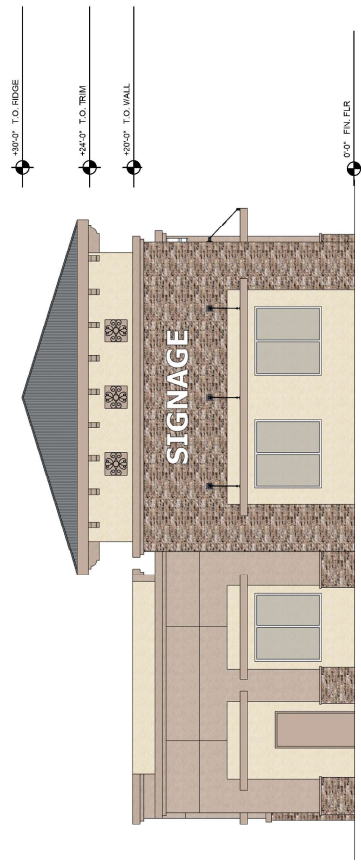


Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Tuba City, CA 95991
(530) 755-4700

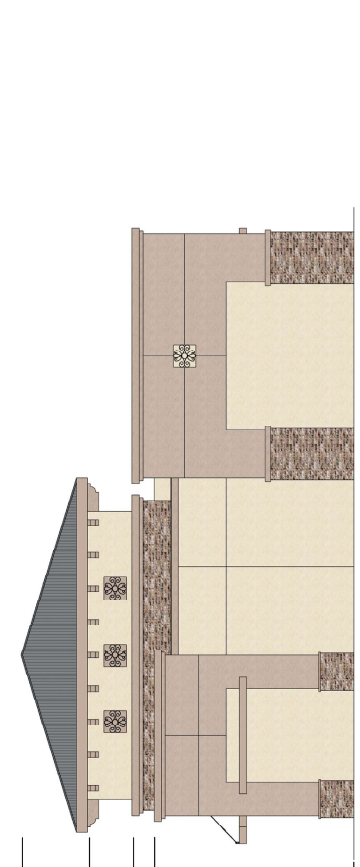
LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

CARWASH EXTERIOR
ELEVATION

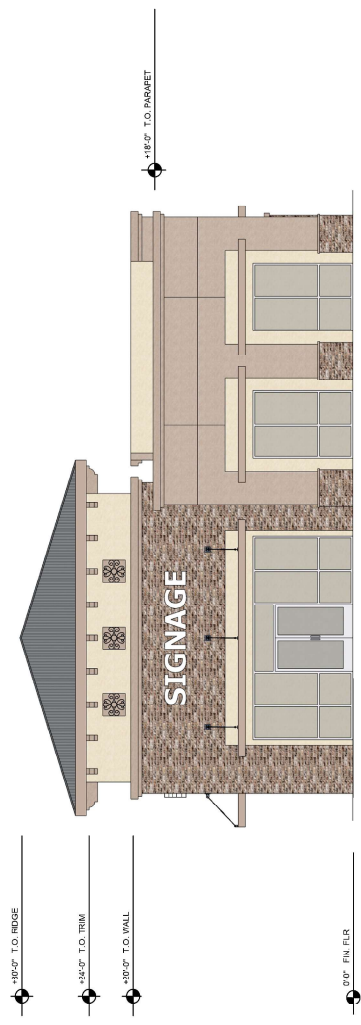
3



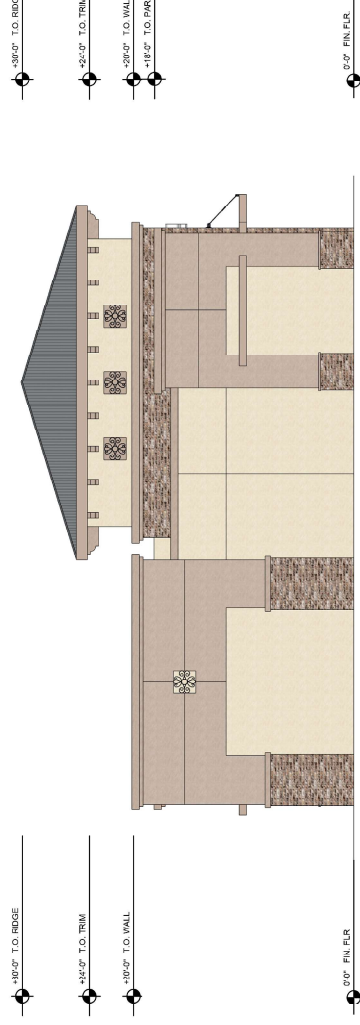
FRONT ELEVATION (NORTH)
3/8" = 1'-0"



LEFT SIDE ELEVATION (EAST)
3/8" = 1'-0"



REAR ELEVATION (SOUTH)
3/8" = 1'-0"



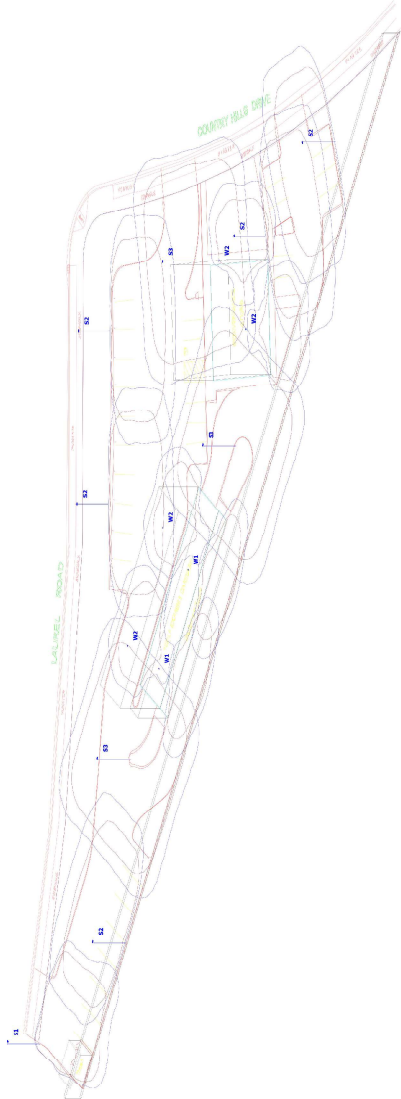
RIGHT SIDE ELEVATION (WEST)
3/8" = 1'-0"

Schedule	Symbol	Label	Image	Quantity	Manufacturer	Catalog Number	Description	Number of Lamps	Lumens Per Lamp	Light Loss Factor	Watts
S1		S1		1	Litonia Lighting	DSX3LED PF 60R (KCC) LCCO	D-Series Size 0 Area Luminaire Type 1 Performance Package 4000K CCT 80 DR Control	1	3400	0.9	170.01
S2		S2		5	Litonia Lighting	DSX3LED PF 60R (KCC) BLCK	D-Series Size 0 Area Luminaire Type 1 Performance Package 4000K CCT 80 DR Type 1 Ultramare Backlight Control	1	14000	0.9	170.01
S3		S3		3	Litonia Lighting	DSX3LED PF 60R (KCC) LCCO	D-Series Size 0 Area Luminaire Type 3-Neutral	1	3948	0.9	170.01
W1		W1		2	Litonia Lighting	WEDGE LED N-40K BRCKT 230	WEDGE LED WITH ALL PERFORMANCE PACKAGE 4000K BRCKT TYPE 2 MEDIUM OPTIC	1	4057	0.9	46.659
W2		W2		4	Litonia Lighting	WEDGE LED N-40K BRCKT 177M	WEDGE LED WITH ALL PERFORMANCE PACKAGE 4000K BRCKT TYPE FORWARD OPTIC	1	4202	0.9	46.659

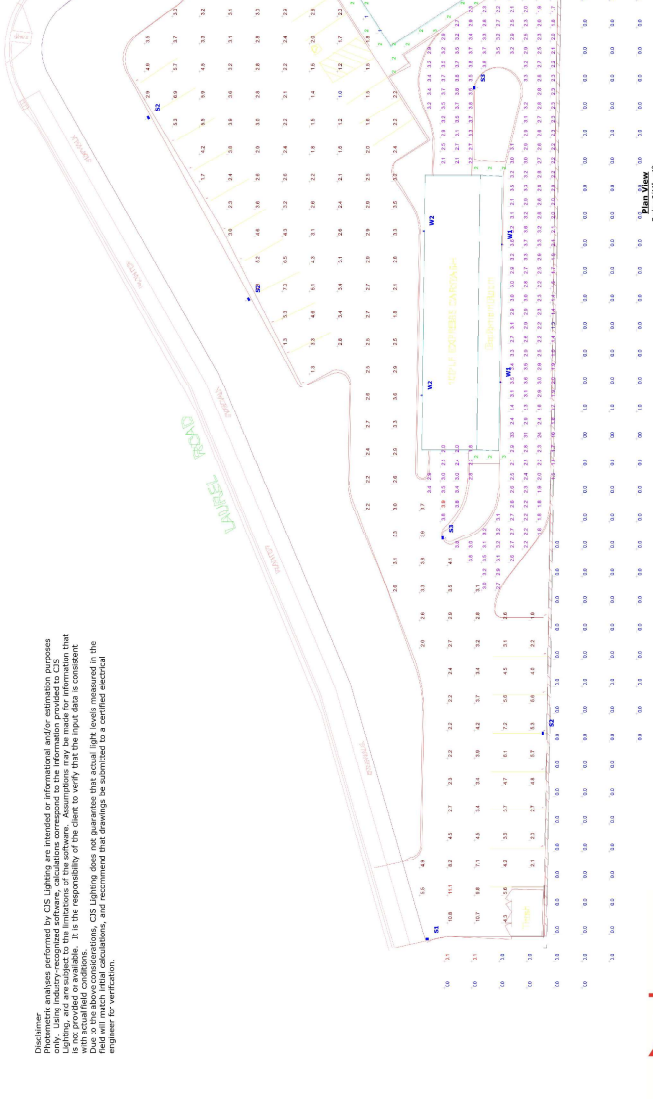
Statistics

Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
CAR WASH DRIVE-THRU	+	2.6 fc	3.9 fc	1.3 fc	3.0:1	2.0:1
FRONT DRIVE / PARKING	+	3.4 fc	11.1 fc	1.0 fc	11.1:1	3.4:1
REAR DRIVE / PARKING	+	4.6 fc	7.3 fc	2.0 fc	3.7:1	2.3:1
SIDEWALKS	+	2 fc	5 fc	1 fc	5:0:1	2:0:1
30' PROPERTY PERIMETER	+	0.0 fc	0.1 fc	0.0 fc	N/A	N/A

Label	MH
S2	16.00
S3	16.00
W1	12.00
W2	12.00
S1	16.00



South East View



North West View

Disclaimer: Milestone Associates Inc. ("MSA") has prepared this information for the specific purposes outlined above. MSA makes no warranty, expressed or implied, as to the accuracy, completeness, or timeliness of the information provided to the client. The information is provided for informational purposes only and is not intended to be used as a basis for any other action. MSA is not responsible for any errors or omissions in this information. It is the responsibility of the client to verify that the data is correct and to use it with actual field conditions. MSA is not responsible for any errors or omissions in this information. It is the responsibility of the client to verify that the data is correct and to use it with actual field conditions. MSA is not responsible for any errors or omissions in this information. It is the responsibility of the client to verify that the data is correct and to use it with actual field conditions. MSA is not responsible for any errors or omissions in this information. It is the responsibility of the client to verify that the data is correct and to use it with actual field conditions.



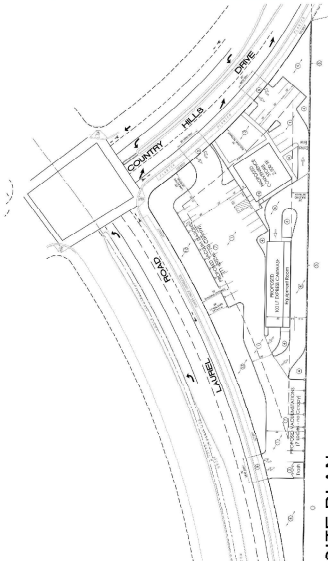
Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite 11202, Tuba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

PHOTOMETRIC PLAN

5

05-09-23



SITE PLAN



1 VIEW FROM JOHN MARSH HERITAGE HIGHWAY



SITE LOCATION

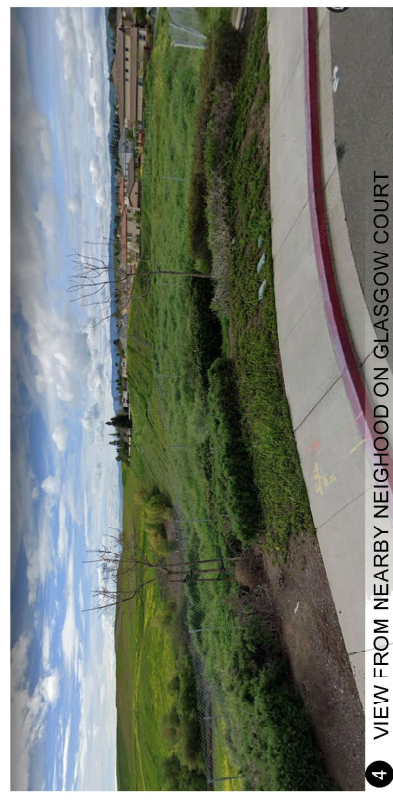
AERIAL VIEW OF SITE



2 VIEW FROM LAUREL ROAD LOOKING TOWARDS SITE



3 VIEW FROM LAUREL ROAD LOOKING WEST



4 VIEW FROM NEARBY NEIGHBOURHOOD ON GLASGOW COURT



5 VIEW FROM LAUREL ROAD LOOKING EAST

LAUREL RANCH RETAIL - PARCEL "H" SITE PHOTOS **6**
LAUREL ROAD, ANTIOCH, CA

Milestone Associates Imagineering, Inc.
 1000 Lincoln Road, Suite H202, Yuba City, CA 95991
 (530) 755-4700



ATTACHMENT B



**Milestone
Associates**

Imagineering
A California Corporation

Date: Novemeber 1, 2023

To: Kevin Scudero – Senior Planner
City of Antioch
P.O. Box 5007
Antioch, CA 94531

From: Sukhwinder Singh, Applicant
c/o Julio J. Tinajero
Milestone Associates

Subject: Proposed Convenience Store / Carwash
Laurel Ranch Retail - Parcel "H" APN:
053-060-064

Project Description

- The existing site is a vacant, undeveloped site, approximately 1.354 AC in size
- The proposed project will have a 2,500 SF convenience store and a 2,800 SF carwash. There is also proposed 18 vacuum stations, uncovered, with no overhead canopy. The applicant will operate the convenience store and carwash.
- The hours of operation for convenience store will be 5am to 2am, Monday through Sunday. Also, the convenience store will provide off-site beer, wine, and tobacco sales.
- The hours of operation for the carwash and vacuum stations will be 6am to 10pm, Monday through Sunday.
- The proposed project provides 35 parking spaces. 16 standard parking spaces, 18 vacuum spaces, and 1 accessible parking space, all of which meet the requirements in the City of Antioch Municipal Code.
- The proposed convenience store and carwash will employ a staff of 12-15 part & full time employees consisting of entry-level, assistant and manager positions. The workforce will be composed primarily from local Antioch residents and nearby communities. Wages will be consistent with other similar commercial business's in the region.

1000 LINCOLN ROAD
SUITE H202
YUBA CITY, CA 95991

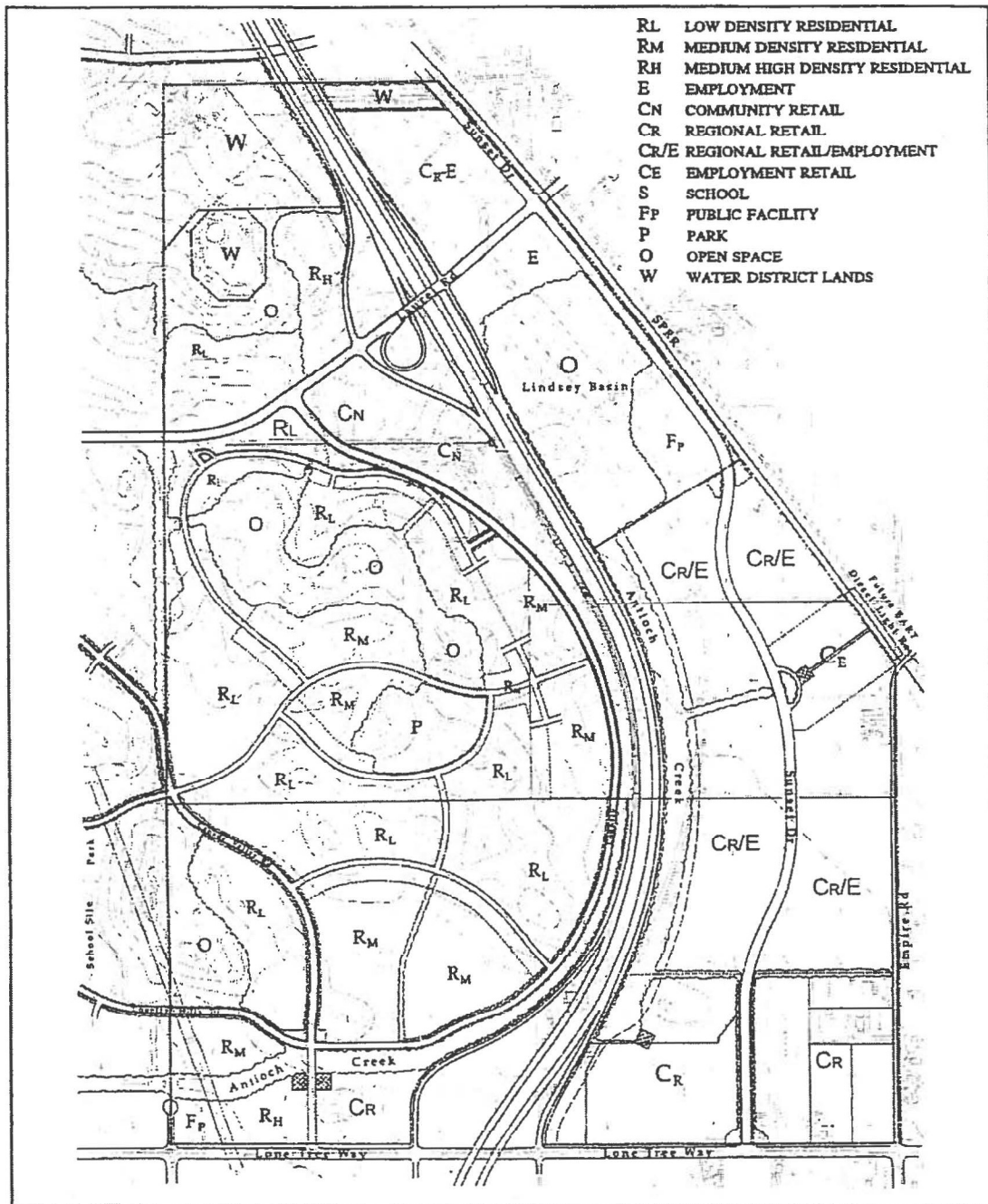
TEL: 530-755-4700
FAX: 530-755-4567

- The City of Antioch will benefit from the proposed project in many aspects, such as increased sales tax revenue, employment opportunities for local residents, improved fueling & retail selection, and development growth consistent the General Plan.

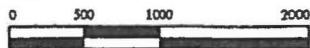
- The proposed project has the following existing adjacent uses:
 - West: Residential
 - East: Residential
 - North: Commercial
 - South: Residential

ATTACHMENT C

Davidon Homes – Park Ridge Subdivision 8846
 Addendum to FUA #2 Specific Plan EIR, May 2008



Source: ELS/Eibasani & Logan and City of Antioch



East Lone Tree Specific Plan Land Uses
 (As Amended 7.26.05)

RICHARD T. LOEWKE, AICP
 URBAN & ENVIRONMENTAL PLANNING

Figure 7: Current Specific Plan Land Use Map

ATTACHMENT D

Memorandum

To: Zoe Merideth, Planning Manager

From: Kevin Van Katwyk, Senior Civil Engineer, Interwest

Re: Laurel Ranch Retail- Parcel H

Engineering Comments

- This retail site plan does not have good vehicle circulation in the rear of the building. If the parking lot is full, vehicles will not be able to turn around the site. Attached is a markup of recommendation of relocation of the carwash and proposed convenience store to increase vehicle circulation and open up the interior to the site to better circulation.

Traffic Engineering Comments

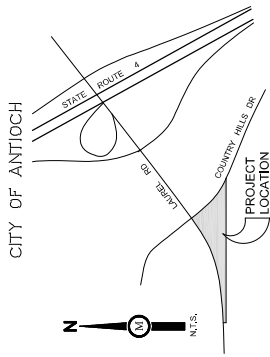
- The location of the proposed carwash and proposed convenience store prohibits good interior site circulation around the site. Recommend you consider relocating the carwash and front of the convenience store as shown as layout option 1.
- The site vehicle circulation of the southeast parking lot is not acceptable. This small parking lot has only one way in and out. We are concerned that vehicles and emergency response vehicles will not be able to turn around in this rear parking lot of the convenience store when it becomes full or blocked with trucks making deliveries.
- We prefer only one driveway entrance off County Hills drive and recommend the driveway closest to the intersection be deleted. For this reason, option 1 layout is our preferred option.

Stormwater Control Comments

- Stormwater basins must be a minimum of 5 feet off sidewalk to the top of the basin slope and 10 feet from any building foundation to basin top of slope. Based on the plans, it is unclear if these requirements have been met. Provide sufficient details of the proposed bioretention areas to verify these. The C.3 requirements are not met.
- It is not clear how the water is getting to the bioretention area (no grading or drainage map). Include a grading and drainage plan to clearly identify this issue (which is a submittal requirement for entitlements).
- Need on the sheet to show the sizing of the bioretention facility and details of this basin.
- Please verify soil designation of "C" class soil, provide onsite Geotech boring information.

Laurel Ranch Retail - Parcel H

LAUREL ROAD, ANTIOCH, CA 94531
A.P.N. 053-060-064



LOT DATA:	
A.P.N.:	053-060-064
TOTAL ACREAGE:	58,980 SF (1.354 AC)
EXISTING PARCELS:	1
PROPOSED PARCELS:	1
EXISTING ZONE:	P-D 15-03
PROPOSED ZONE:	P-D 15-03
EXISTING USE:	VACANT - UNDEVELOPED
PROPOSED USE:	CONVENIENCE STORE / CARWASH

PROPERTY DESCRIPTION
REAL PROPERTY IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:
BEING A PORTION OF PARCEL ONE IN THAT GRANT DEED RECORDED OCTOBER 27, 2017, INSTRUMENT NO. 20174202925400, OF OFFICIAL RECORDS, TOGETHER WITH INSTRUMENT NO. 2018A008175400, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.
PARCEL H:

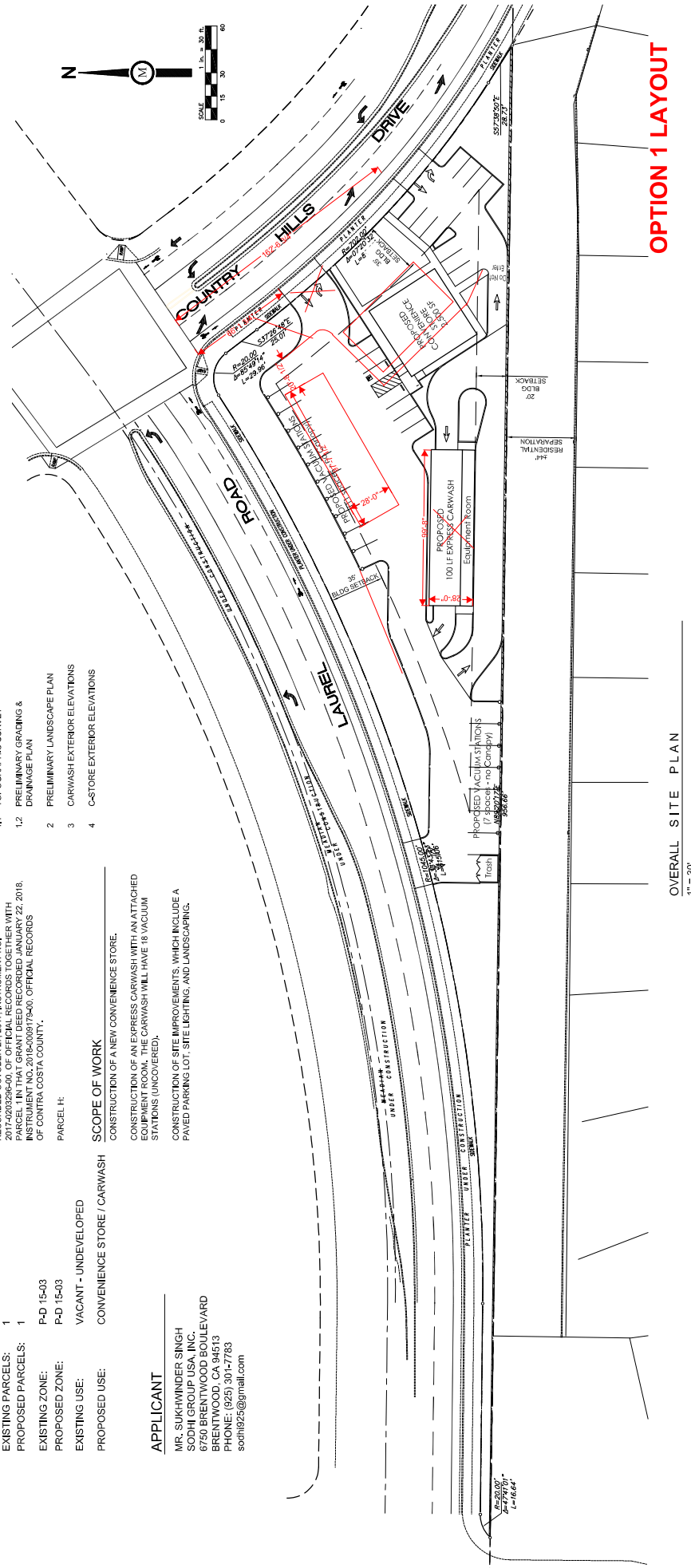
SCOPE OF WORK
CONSTRUCTION OF A NEW CONVENIENCE STORE.
CONSTRUCTION OF AN EXPRESS CARWASH WITH AN ATTACHED EQUIPMENT ROOM. THE CARWASH WILL HAVE 18 VACUUM STATIONS (UNCOVERED).
CONSTRUCTION OF SITE IMPROVEMENTS, WHICH INCLUDE A PAVED PARKING LOT, SITE LIGHTING, AND LANDSCAPING.

APPLICANT

MR. SUKHWINDER SINGH
SODHI GROUP USA, INC.
6750 BRENTWOOD BOULEVARD
BRENTWOOD, CA 94513
PHONE: (925) 301-7783
sothi925@gmail.com

SHEET INDEX	
T1	TITLE SHEET
1	ENLARGED SITE PLAN
1.1	TOPOGRAPHIC SURVEY
1.2	PRELIMINARY GRADING & DRAINAGE PLAN
2	PRELIMINARY LANDSCAPE PLAN
3	CARWASH EXTERIOR ELEVATIONS
4	C-STORE EXTERIOR ELEVATIONS
5	PHOTOMETRIC PLAN
6	SITE PHOTOS

VICINITY MAP
NOT TO SCALE



OPTION 1 LAYOUT

OVERALL SITE PLAN
1" = 30'

Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Yuba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

TITLE SHEET

T1

11-01-23

PARKING DATA:

CARWASH TUNNEL:	N/A
C-STORE (2,500 SF):	10 SPACES
(1 SPACE PER 250 SF)	
EMPLOYEE PARKING (4 EMPLOYEES)	4 SPACES
REQUIRED:	14 SPACES
STANDARD PARKING SPACE (9' x 20')	16 SPACES
ACCESSIBLE PARKING SPACE (9' x 20')	1 SPACE
VACUUM SPACE (14'x20')	18 SPACES
PROVIDED:	35 SPACES

NOTE: CAR OVERHANGS 2.0' INTO SIDEWALK OR LANDSCAPING.

SITE COVERAGE

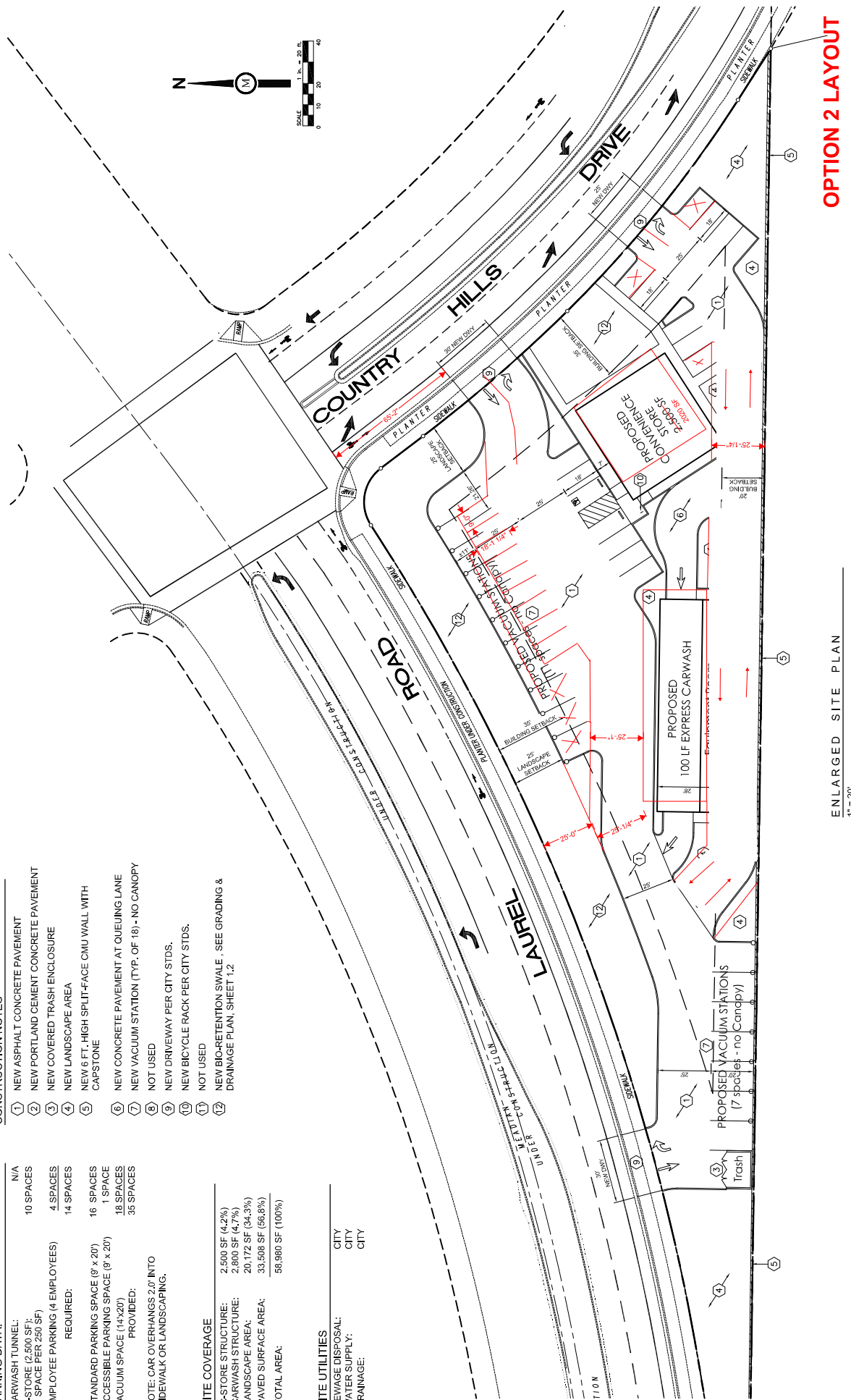
C-STORE STRUCTURE:	2,500 SF (4.2%)
CARWASH STRUCTURE:	2,800 SF (4.7%)
LANDSCAPE AREA:	20,172 SF (34.3%)
PAVED SURFACE AREA:	33,508 SF (56.8%)
TOTAL AREA:	56,980 SF (100%)

SITE UTILITIES

SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

CONSTRUCTION NOTES

- 1 NEW ASPHALT CONCRETE PAVEMENT
- 2 NEW PORTLAND CEMENT CONCRETE PAVEMENT
- 3 NEW COVERED TRASH ENCLOSURE
- 4 NEW LANDSCAPE AREA
- 5 NEW 6 FT. HIGH SPLIT-FACE CMU WALL WITH CAPSTONE
- 6 NEW CONCRETE PAVEMENT AT QUEUING LANE
- 7 NEW VACUUM STATION (TYP. OF 18) - NO CANOPY
- 8 NOT USED
- 9 NEW DRIVEWAY PER CITY STDS.
- 10 NEW BICYCLE RACK PER CITY STDS.
- 11 NOT USED
- 12 NEW BIORETENTION SWALE - SEE GRADING & DRAINAGE PLAN, SHEET 1.2



OPTION 2 LAYOUT

ENLARGED SITE PLAN
1" = 20'

Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Yuba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

ENLARGED
SITE PLAN

1

11-01-23

**CITY OF ANTIOCH
PLANNING COMMISSION**

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

**February 15, 2023
Meeting Conducted Remotely**

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Planning Commission meetings live stream (at <https://www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/>). The Planning Commission meeting was conducted utilizing Zoom Audio/Video Technology.

1. CALL TO ORDER

Chair Gutilla called the meeting to order at 6:30 P.M. on Wednesday, February 15, 2023. She announced that tonight's meeting was being held in accordance with the Brown Act as currently in effect under AB 361, which allowed members of the Planning Commission, City staff, and the public to participate and conduct the meeting by teleconference. She stated anyone wishing to make a public comment, may do so by using the raise your hand tool or submitting their comments using the online public comment form at www.antiochca.gov/community-development-department/planning-division/planning-commission-meetings/. Public comments that were previously submitted by mail or email have been provided to Planning Commissioners.

2. ROLL CALL

Present: Commissioners Schneiderman, Martin, Motts, Hills, Lutz, Vice Chair Riley and Chair Gutilla

Staff: Director of Community Development, Forrest Ebbs
Planning Manager, Anne Hersch
Senior Planner, Zoe Merideth
Senior Planner, Kevin Scudero
Minutes Clerk, Kitty Eiden

3. PLEDGE OF ALLEGIANCE

Commissioner Riley led the Pledge of Allegiance.

4. EX-PARTE COMMUNICATIONS - None

5. PUBLIC COMMENT – None

6. CONSENT CALENDAR

6-1. Planning Commission Meeting Minutes January 4, 2023

Commissioner Martin, Commissioner Motts and Commissioner Lutz announced that they would be abstaining from the motion to approve the minutes due to their absence at the January 4, 2023, Planning Commission meeting.

On motion by Commissioner Schneiderman, seconded by Vice Chair Riley, the Planning Commission approved the Minutes of January 4, 2023. The motion carried the following vote:

AYES: *Schneiderman, Hills, Riley, Gutilla*
NOES: *None*
ABSTAIN: *Martin, Motts, Lutz*
ABSENT: *None*

7. PUBLIC HEARING

- 7-1. PDP-22-01 Laurel Ranch Gas Station (SW Corner of Laurel Rd. & Country Hills Drive/APN: 053-060-064)** - The applicant is requesting a Preliminary Development Plan review for a proposed gas station with an automatic carwash and convenience store. The subject site is a vacant 1.35-acre parcel. The proposal includes site improvements and landscaping. The objective of this review is to provide feedback about any potential concerns or issues prior to the submittal of entitlements. If a formal application is filed, project entitlements would include Environmental Review, Planned Development Rezone, Final Development Plan, Use Permit, and Design Review. This is a preliminary submittal only.

Senior Planner Merideth presented the staff report dated February 15, 2023, recommending the Planning Commission provide feedback to the applicant and staff. This is a preliminary review and formal action is not required.

Julio Tinajero, Milestone Associates, gave an overview of the project and discussed their efforts to address staff's initial concerns. He explained that due to size and setbacks it was difficult to work with the property; however, they had been able to work out a site plan that was acceptable by the end user. He noted they had provided a traffic analysis showing that customers would be able to come in from the north driveway and exit from the south driveway. He reported this location had been studied by fuel and carwash companies who saw it as a prime location based on demographics, potential competitors, and freeway access. He commented that any noise from the project would not affect surrounding residential since they were located higher and there was an existing screen wall. He agreed with the staff report and stated they were open to revising the project, as required.

Chair Gutilla opened and closed the public comment period with no speakers requesting to speak.

Commissioner Martin stated that he agreed that there was a need for a gas station in this area; however, he did not believe this location was appropriate because it was too small of a lot, and it would be located adjacent to residential development. He noted past experience had proven that having one employee to monitor the business would be insufficient. He further noted

pollution including light and noise were concerns. He stated if the Planning Commission decided to support the project, he would request a light and noise study as well as a health risk analysis. Additionally, he requested a deceleration lane on Laurel Road, increased parking, limiting the hours from 6:00 A.M. – 6:00 P.M. and requiring three employees be present at all times.

Commissioner Lutz commended staff for the comprehensive report. He stated he would not support this project due to its location next to residential development and traffic concerns. He noted site size was also insufficient. He commented that he expected a gas station in the general area; however, not so close to existing homes. He stated if the project were to move forward, he would support Commissioner Martin's recommendations; however, he would slightly extend operating hours.

Commissioner Hills stated she agreed with the previous concerns related to pollution and lot size. Additionally, she noted a service station was inappropriate next to residential. She commented that she believed Councilmember Wilson had been advocating against gas stations. She noted if the project proceeded forward, she would also support limiting hours of operation.

Director of Community Development Ebbs reported Council had not acted on limiting gas stations and that item was beyond this agenda.

Commissioner Motts commented that if a deceleration lane was required it may be difficult to preserve the bike lane and sidewalk.

Commissioner Schneiderman suggested the applicant reduce the size of the store and setback to improve circulation. She also suggested reversing the direction of the cars entering the carwash. She stated she would support reducing hours to close at 11:00 P.M.

Commissioner Riley stated he would not approve this project and suggested if it were to move forward that the applicant relocate, reduce or eliminate the vacuum canopy. Additionally, he felt the carwash should be eliminated. He stated that it appeared to be a Chevron station from the renderings and he believed a premium fuel brand would produce less traffic. He stated less parking and increasing the size of the store would be a better use of the land. He commented that he would fear a deceleration lane would reduce the size of the bicycle lane.

Chair Gutilla stated she would not support a gas station on this lot. She felt it was inappropriate and too close to residential. Additionally, she felt it was not in line with City and State environmental goals.

Mr. Tinajero thanked the applicant for their feedback and stated he would discuss it with the applicant to determine how to move forward.

- 7-2 UP-22-18, AR-22-16 Delta Bowl Billboard 3300 Delta Fair Boulevard-** The applicant is seeking a Use Permit and Design Review approval for the construction of a new digital billboard and associated site improvements at 3300 Delta Fair Boulevard. The subject site is a 3.34-acre parcel developed with a bowling alley and parking lot. The project scope includes the construction of a new 70 ft. tall 14ft. x 48ft. (672 sq. ft.) double sided digital billboard mounted on a 3 ft. diameter support column.

Senior Planner Merideth presented the staff report dated February 15, 2023, recommending the Planning Commission adopt the Resolution approving the Use Permit and Design Review for a new digital billboard at 3300 Delta Fair Boulevard.

Alex Belenson, Project Applicant, reported they had worked with CALTRANS to identify a location for a billboard sign that would meet state code and support Delta Bowl by increasing revenue.

Chair Gutilla opened the public comment period.

Kathryn Wade asked what would be displayed on the billboard.

Mr. Belenson responded that the billboard would be a mix of national, regional and local advertising including public service messaging, as well as promotions for Delta Bowl. Additionally, he noted emergency messaging and emergency alerts would be displayed.

Kathryn Wade expressed concern that emergency alerts would distract drivers. She asked if the advertisements would be related to the local community. She stated she supported advertisements related to resources and supportive services provided to the community.

Mr. Belenson responded all items mentioned would be eligible to be included.

Jazz Toor stated most billboards were funded by businesses with large budgets for marketing and advertising. He questioned what criteria would be used to meet compliance with the community's needs and awareness around public services.

Chair Gutilla closed the public comment period.

Mr. Belenson responded that it was rare that signage would be sold out so there was always space available for community organizations.

In response to Commissioner Martin, Mr. Belenson clarified that the 14x48 billboard was standard size. He stated that they would be in full compliance with state and federal laws related to the billboards proximity to the utility poles in the area. He explained that they serviced the sign from the inside.

In response to Vice Chair Riley, Mr. Belenson clarified that Delta Bowl would have approximately 10% of the time dedicated to advertising their business. He noted there was not a fixed percent for the County because it related to unsold space and increments allotted to various advertisers.

Vice Chair Riley spoke in support of local communities and non-profits having space for community announcements. He commented that Delta Bowl was a longtime recreational organization and he spoke to the importance of having a safe recreational place available for youth and families. He noted if this project was beneficial to Delta Bowl, then he was supportive.

Commissioner Schneiderman agreed with Vice Chair Riley. She noted Delta Bowl was a part of Antioch's history and she supported a project that would provide income for the business.

Commissioner Lutz agreed with Vice Chair Riley and noted Delta Bowl was the main reason he would approve this item.

In response to Commissioner Lutz, Mr. Belenson clarified that they would lease the space from Delta Bowl, and they would build, operate, and maintain the sign. He noted it would be all risk on their side and all revenue for Delta Bowl.

Commissioner Lutz commented that he did not want more billboards in Antioch; however, he wanted the business to be successful and if this helped, he would approve the application. He noted he would like a portion of the advertising to be made available to the City or non-profits for public service announcements.

Mr. Belenson stated he would have to review the numbers to determine what was available.

Director of Community Development Ebbs stated that he appreciated the dialog; however, there was a concept in land use law as it related to signs, and content was surrendered to the applicant. He added that this applicant had indicated that they operated with a model in place where they work with those groups.

Commissioner Motts agreed with Commissioner Lutz and noted with existing billboards there was a model in place whereby a certain percentage was allotted to the community. He noted sometimes these signs were so bright they distracted drivers. He further noted he was in favor of the project and the community aspect of advertising.

Mr. Belenson commented there were two ways to control lighting for the billboard and the entitlement would limit ambient lighting.

Chair Gutilla stated she was supportive of Delta Bowl.

Ken Melton, Owner and Operator of Delta Bowl, reported he had worked on the sign project for over 10 years and found the right company to accomplish the project. He noted it would provide revenue to allow them to continue to invest in the bowling alley. He further noted the marketing piece was more important and their time on the sign was the biggest value.

Commissioner Martin spoke in support of Delta Bowl and stated his children loved the establishment. He thanked the applicant for continuing to do business in Antioch and wished him luck in remaining successful.

RESOLUTION NO. 2023-07

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission unanimously adopted the Resolution approving the Use Permit and Design Review for a new digital billboard at 3300 Delta Fair Boulevard subject to the conditions of approval. The motion carried the following vote:

AYES: *Schneiderman, Martin, Motts, Hills, Lutz, Riley, Gutilla*
NOES: *None*
ABSTAIN: *None*
ABSENT: *None*

Chair Gutilla congratulated Delta Bowl and the billboard company and thanked them for investing in Antioch.

7-3. UP-22-17 Somersville Plaza Liquor Store 2651 Somersville Rd, Suite D - The applicant is seeking Use Permit approval for the operation of a new liquor store with a Type 21-Off- Sale General license from Alcoholic Beverage Control (ABC). The subject site is a 2.02- acre parcel developed with a commercial center and parking lot. The liquor store is proposed to sell beer, wine, liquor, drinks, snacks, and similar items. The applicant is proposing to operate from 7am to 12am, 7 days a week. Four (4) employees will work at the store.

Senior Planner Merideth presented the staff report dated February 15, 2023, recommending the Planning Commission adopt the Resolution approving the Use Permit to allow a liquor store at 2651 Somersville Rd, Suite D subject to the findings and Conditions of Approval.

A speaker for Gurmej Singh, Somersville Liquor Store, thanked everyone for hosting and attending the meeting. He announced they were looking to open a new store on Somersville Road and reported that he had been in the liquor business for 35 years with an existing store in Antioch for the last 10 years. He noted they were looking to expand which was why they were applying for a new location with an experienced staff who would provide the same level of customer service. He further noted they would create job opportunities for residents and contribute to the growth of the community. He stated that they understood the concerns related to the impact of alcohol outlets on crime rates; however, the proposed store would operate within local and state laws and regulations. He noted there had been no problems with their existing location in Antioch. He further noted he understood concerns related to Prop 31; however, if approved their business would not sell menthol cigarettes or flavored tobacco products. Regarding concerns related to density of alcohol establishments in the area, and potential impact on crime rates, he clarified the proposed store would have a positive impact on the community by providing a valuable service as a convenience store, creating jobs and generating tax revenue. He noted they believed in giving back to the community as much as possible through donations to local police and fire departments, schools and more. He further noted they wanted to help the City grow and leave a positive impact just as they had been doing with their other locations. He commented based on 35 years of experience in the industry, the store would be operated responsibly and with the community in mind and they would take steps to prevent underage sales, limit the sales of certain products, and work with local law enforcement to ensure the store was not a source of criminal activity. He stated they were open to reducing their hours of operation to eliminate late night traffic. He noted their stores were well lit, secure, and well maintained. He committed to being a good neighbor and working with the local community to address any other concerns. He reassured the Commission that they took their responsibility as a business seriously and they would work with the community to make sure the store operated

in a safe and responsible manner. He requested the Planning Commission carefully consider their application.

Chair Gutilla opened the public comment period.

Dominique King, Antioch resident, spoke in opposition of a new liquor store noting that this area was oversaturated with businesses selling alcohol and believed it was an inappropriate use for an underserved area of the City. Additionally, she noted it would not elevate Antioch's marketability for other businesses.

Diego Irigoven, current tenant of Somerville Plaza, reported the area was often vandalized and felt the addition of a liquor store may make matters worse. He noted there were plenty of these types of businesses in the area.

Joe, 360 Auto Repair, spoke in opposition to the liquor store noting that they had witnessed vandalism and transient behavior in the area. He further noted the area was oversaturated with businesses selling liquor.

Kathryn Wade, Antioch resident, spoke in opposition to the liquor store and noted businesses in the area were dealing with the mentally ill and shoplifting. She requested more businesses be provided that would improve and underserved area of the community. She expressed concern the area was oversaturated with businesses selling alcohol and urged the Planning Commission to deny the application.

Andre Casanova stated he opposed another liquor store in Antioch.

Chair Gutilla thanked everyone from the public who participated in the discussion and closed the public comment period.

Vice Chair Riley stated he agreed with the public comments and did not support the Use Permit because it was not a good use of the land. He noted there were sufficient businesses selling liquor in the area.

In response to Commissioner Martin, Senior Planner Merideth provided a definition of on-sale and off-sale liquor establishments. She explained that in the City code there was an exemption for retail markets having a minimum of 10,000 square feet of floor area that devoted no more than 5% of the floor area to alcoholic beverages and grocery stores met that exemption. She noted historically they had not categorized grocery stores as a liquor establishment. She confirmed that this business was proposed to be in the middle suite of the shopping center. She reported Food and Liquor, service stations, Buzi Mart and Grocery Outlet sold liquor in the area; however, none were within the 500-feet that code required.

Commissioner Lutz questioned how many liquor stores were located in Antioch.

Senior Planner Merideth responded that they did not keep records for liquor stores; however, she ran a report for type 20 beer and wine and type 21 beer wine and liquor stores through ABC,

and there were 52 active licenses in Antioch. She noted 20 out of the 57 were drug and grocery stores and 8 were 7/11 convenience stores and gas stations.

Commissioner Lutz stated he was not opposed to liquor stores; however, he was concerned about the issues raised by the public. He commended the applicant for currently owning a well-run store. He commented that this neighborhood did not need another liquor store and noted that there may be another area that may not be as sensitive. He further noted that he would be voting against the project.

Commissioner Motts stated he agreed with most comments who opposed the project and noted Antioch was already saturated with liquor stores.

Commissioner Hills thanked the applicant for their efforts to address some concerns; however, she believed the area to be oversaturated. She thanked everyone for their time.

Commissioner Schneiderman commented that the Planning Commission had approved several dispensaries, and no one had complained. She noted liquor was available in many locations and another store would not increase consumption. She further noted the building was empty and vacancies were a concern.

In response to Chair Gutilla, Senior Planner Merideth reported Antioch Police Department did not provide any comments related to the condition regarding surveillance of the property. She noted the applicant had experience and could provide comments.

A speaker for Mr. Singh reported their current location had over 20 surveillance cameras that monitored the street, parking lot, cash register, employee entrances, back entrances, and every aisle inside the store. He stated they were open to placing just as many or more at their new location. He reported the current location opened at the same time as the other businesses in the area and closed at 12:00 A.M., which was the same time as another liquor store across the street. He agreed to close at 9:00 P.M. or 10:00 P.M. to reduce late-night traffic.

Chair Gutilla stated she was conflicted on this project because she had not seen anything negative associated with the applicant's current location. She noted having a business in the area may attract other businesses. She further noted it was the Planning Commission's role to represent the community in what they were asking for at this location. She stated there were community concerns related to sensitive populations and the lack of family-oriented businesses in the area. She noted the applicant who was already a successful business owner may have an advantage in creating something different for the location that would serve the community better, such as focusing on the convenience store aspect. She stated she would support the City working with the applicant for something more suitable for the area.

A speaker for Mr. Singh responded that their current store was more convenience store oriented.

Chair Gutilla asked what the store would be called, noting that that would make a difference in the community.

A speaker for Mr. Singh responded that they were open to changing the name to Gary's Liquor and Food or Gary's Liquor and Snacks.

Commissioner Martin stated having liquor in the name implied something that was inappropriate for the area. He reported he had been to various liquor stores in Antioch who had a business model that resembled a convenience store. He noted changing the name could give the area some class. He further noted the shopping center needed a tenant that would pull in future development. He commented that when Seeno decided to move forward with their project, there would be a lot of new residents in the area.

Commissioner Lutz stated he believed changing the name was a good recommendation; however, if the applicant had come forward asking to open a grocery store in this location it would have changed the complexion of what was being discussed. He noted if liquor was the main product, people would still identify it as a liquor store. He further noted the applicant had been successful at owning a liquor store, and he could use the same expertise to run a grocery establishment.

Commissioner Schneiderman noted when she looked at the floor plan it was dedicated to grocery type items. She spoke in support of changing the name of the store.

In response to Chair Gutilla, Director of Community Development Ebbs stated changing the name could make a difference; however, if the business were to be sold the City could not control the next business name. He explained that if the Planning Commission did not want the preponderance of goods to be liquor, they could add a condition that no more than 25% of the floor area be dedicated to the sale of liquor. He noted that that condition would carry onto a change of ownership.

A speaker representing Mr. Singh commented that their current location had approximately 30% of their store dedicated to liquor with the remainder being grocery items.

Director of Community Development Ebbs added that the Planning Commission could also limit the cooler space.

Commissioner Schneiderman stated that she supported limiting the space dedicated to liquor to 30%. She suggested the applicant consider a name that did not include alcohol.

In response to Commissioner Lutz, Director of Community Development Ebbs confirmed that beer and wine would be included in the area designated for liquor.

A speaker representing Mr. Singh stated they only had alcoholic beverages behind the counter and beer in the cooler.

Commissioner Lutz stated he wanted to see a grocery store; however, he was concerned that people would recognize this business as a liquor store. He stated he would feel more comfortable if only beer and wine were sold along with the convenience store items.

Commissioner Motts stated he could support the application with the recommendations made this evening. He stated that he would also prefer the store to be limited to beer and wine sales. He commented that a convenience store would not fulfil a need for quality food items.

RESOLUTION NO. 2023-08

On motion by Commissioner Martin, seconded by Commissioner Schneiderman, the Planning Commission adopted the Resolution approving the Use Permit to allow a liquor store at 2651 Somersville Rd, Suite D subject to the findings and Conditions of Approval with the following additions:

- ***Limiting store hours from 7:00 A.M. – 10:00 P.M.***
- ***No more than 25% of the floor area be allocated to alcoholic beverages***
- ***Recommending the applicant consider a name that does not include alcohol in the title.***

The motion carried the following vote:

AYES:	Schneiderman, Martin, Motts, Gutilla
NOES:	Hills, Lutz, Riley
ABSTAIN:	None
ABSENT:	None

Chair Gutilla congratulated the applicant and stated she appreciated them doing business in Antioch. She commented that she hoped this business would be fruitful for the applicant and beneficial to the surrounding community.

- 7-4. UP-22-14, AR-22-14 Delta Courtyard Apartments 810 Wilbur Ave.-** The applicant is seeking Use Permit and Design Review approval for the construction of a new 74-unit apartment complex at 810 Wilbur Avenue. The subject site is a 2.86-acre vacant parcel. The project scope includes the construction of two apartment buildings with a mix of one, two and three bedroom apartments, resulting in 74 units total with 4 very low-income units. Site improvements include the construction of a new parking lot, lighting, landscaping, outdoor open space and stormwater detention basins. The applicant has also applied for a Density Bonus to increase the base density of the project from 71.5 units to 74 units.

Senior Planner Scudero presented the staff report dated February 15, 2023, recommending the Planning Commission adopt the Resolution approving the Use Permit, Design Review, and Density Bonus for 810 Wilbur (Delta Courtyard Apartments) subject to the findings and Conditions of Approval.

Chair Gutilla opened and closed the public comment period with no speakers requesting to speak.

ATTACHMENT F

From: [Salvador Ruiz Jr](#)
To: [Planning Division](#)
Subject: Concerns - Laurel Ranch Carwash (PRE2023-0006)
Date: Wednesday, February 14, 2024 9:54:16 AM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Members of the City of Antioch Planning Commission,

I hope this letter finds you well. I am writing to express my concerns regarding the proposed development of a new car wash and convenient store near our community's entrance to the freeway.

As a resident of one of the new developments in the proposed area, I am deeply invested in maintaining the appeal and value of our homes. The proposed location for the development, particularly its visibility from the freeway, raises significant concerns about its potential impact on the aesthetic appeal of our neighborhood. A lack of curb appeal in such a prominent location could have detrimental effects on the property values of our homes and those in surrounding areas.

Furthermore, the addition of a convenient store to the proposed development raises concerns about the type of clientele it may attract. In a city like Antioch, which already faces its share of challenges, it is crucial to consider the potential consequences of introducing establishments that may not align with the character and values of our community. The presence of a convenient store could potentially attract a clientele that may contribute to issues such as increased traffic, noise, and safety concerns.

Additionally, as our community continues to grow with the development of new homes, it is imperative to prioritize initiatives that contribute positively to the overall appeal and quality of life for residents. High property values not only benefit homeowners but also contribute to the city's revenue through property taxes. Therefore, it is essential to carefully consider the long-term implications of allowing developments that may compromise the appeal and desirability of our neighborhoods.

In conclusion, I urge the Planning Commission to carefully reconsider the proposed development and explore alternative locations that would minimize its impact on the aesthetic appeal and property values of our community. By prioritizing the preservation and enhancement of our neighborhoods, we can ensure a thriving and sustainable future for all residents of Antioch.

Thank you for your attention to this matter.

Sincerely,
Salvador PR

Commissioner Motts questioned if staff could respond to the correspondence from Mr. Bosman.

Senior Planner Scudero stated that staff received the letter late today and he could answer any specific questions. He reported engineering did not require a transportation impact analysis and he assumed that had to do with the fact that a much larger version was previously approved and no offsite traffic improvements were conditioned with that project.

Commissioner Motts questioned if the telephone poles would be undergrounded and if a security gate would be required.

Senior Planner Scudero responded there was nothing in the City's objective standards for multifamily that required gated developments. He noted if the applicant came back with a proposal to gate the project, it would not be difficult, and they would be required to fulfill the fire department requirements.

Commissioner Motts questioned if there was a fuel tank buried on the property.

Senior Planner Scudero stated he was not familiar with a fuel tank on the property. He reported the letter writer was part of the previous approval in 2016, and it was not mentioned in that staff report.

Mike Serpa, Delta Courtyard Apartments, added that the letter writer was part of the prior approval that included his property and none of the issues he was raising now were a concern. He reported that he had been developing property in Antioch for several years and he had a 15-year history with this particular property. He noted it had been challenging and he took every recommendation seriously. He commented that he was not concerned about any of the issues raised by the letter writer and noted through all the studies conducted an underground tank was not identified. He further noted if one existed, they would not be able to develop the property until it was in an appropriate condition for them to do so. He stated they were very proud of this project. Additionally, he noted if traffic was not an issue with the prior development which was significantly larger, it would not be a concern for this project. He commented that they would like to move forward with the property they owned and controlled.

In response to Commissioner Motts, Senior Planner Scudero responded that there was no standard requiring a masonry wall between this project and the adjacent property. He also explained that landscaping of the median on Wilbur Avenue was the City's responsibility.

Commissioner Martin recommended the applicant consider gating the project. He questioned if there was room for the fire equipment to turn around on site.

Senior Planner Scudero responded that the applicant had done their due diligence with the fire department.

Jake Himmel responded that the project had been thoroughly vetted by the fire department and explained there was a turnaround provided that met the requirements. Additionally, he noted there would be fire hydrants and ladder access. He noted the fire department's conditions of approval were standard. He stated he believed the existing curb cut would be widened for the entrance to this project.

Senior Planner Scudero stated there would be a 6-foot wood privacy fence. He explained that the intent of the condition requiring signage specifying when trash collection would occur was to make sure no one would impede access to the trash enclosure.

Mr. Himmel added that "no parking" markings along the inner alleyway were required for the fire department.

Commissioner Hills stated she was excited about this project. She questioned how large the loading zone was for Tri Delta Transit.

Mr. Himmel responded that he believed they could accommodate Tri Delta buses without any issue.

In response to Chair Gutilla, Mr. Serpa described the natural tot lot play area. He commented that he would gate the project if it was the direction from staff or the Planning Commission; however, queuing along Wilbur Avenue may be dangerous and there were potential maintenance issues. He noted this was a narrow site so he would prefer not to gate the project.

Commissioner Martin commented from a security point of view that he believed it may be advantageous to install a gate.

In response to Chair Gutilla, Planning Manager Hersch commented that there had been a change in the code, and they now required a certain percentage of EV charging stations on site for multi-family.

Chair Gutilla requested potentially invasive plant species be eliminated from the landscape list, specifically *Erigeron Karvinskianus* (Santa Barbara Daisy/Mexican Daisy/Mexican Fleabane) and *Carex Divulsa* (European Grey Sedge).

Vice Chair Riley stated he felt this was a good project and he was happy to see an increase in higher density multi-family housing.

Commissioner Schneiderman agreed with Vice Chair Riley and noted she liked that this project had 2 and 3 bedroom options for families.

Commissioner Lutz stated he was happy to see this project moving forward and he encouraged the applicant to work with Tri-Delta to make it easy for residents to access public transit.

RESOLUTION NO. 2023-09

On motion by Vice Chair Riley, seconded by Commissioner Motts, the Planning Commission unanimously adopted the Resolution approving the Use Permit, Design Review, and Density Bonus for 810 Wilbur (Delta Courtyard Apartments) subject to the findings and Conditions of Approval with the following changes:

- ***Eliminating the following potentially invasive plant species from the landscape list – Erigeron Karvinskianus (Santa Barbara Daisy/Mexican Daisy/Mexican Fleabane) and Carex Divulsa (European Grey Sedge)***

The motion carried the following vote:

AYES: **Schneiderman, Martin, Motts, Hills, Lutz, Riley, Gutilla**
NOES: **None**
ABSTAIN: **None**
ABSENT: **None**

Chair Gutilla congratulated the applicant and stated they appreciated them for investing in Antioch and bringing much needed housing.

Mr. Serpa and Mr. Himmel thanked the Planning Commission for their time.

- 7-5. Appeal of Street Tree Permit at 411 W. 5th St.-** The appellant has filed an appeal of the Tree Committee’s decision approving a street tree removal permit request to remove two (2) London Plane trees at 411 W. 5th St. The appeal cites aesthetic concerns, violation of existing tree policy, and states that the removal is unnecessary and a detriment to the quality of life in the downtown neighborhood.

Commissioners Motts and Martin recused themselves from this item and turned off their video/audio.

Director of Community Development Ebbs presented the staff report dated February 15, 2023, recommending the Planning Commission adopt the Resolution approving removal of both street trees based on Planning Commission direction from October 5, 2022.

Joy Motts read a written statement pertaining to this agenda item and requested the Planning Commission reverse their decision approving the removal of the London Plane Landmark Trees on publicly owned land in front of 411 W. 5th Street.

Diane Gibson Gray expressed concern regarding the risk of someone getting hurt from branches breaking off the existing street trees due to heartrot decay. She commented that the City did not have a street tree policy that was consistent and equitable. She requested addressing this issue by removing and replacing the existing trees. With regards to a suggestion that she pay for the pruning of the trees next door, she requested the Planning Commission not require her to pay for that work.

Chair Gutilla opened the public comment period.

Sheri Thompson reported the previous owner maintained the trees which had helped eliminate the loss of tree limbs and part of the problem was that the trees were no longer regularly maintained. She commented that power lines were located on the opposite side of the street. She reported approximately 2 years ago, the sewer lines at this address were cleaned out and no roots were found in the sewer system. She expressed disappointment that the original decision was overturned at a meeting when Ms. Motts was not in attendance as she was participating in a debate. She suggested a fine be imposed for illegally cutting the trees down.

Planning Manager Hersch displayed a comment received online for review.

Chair Gutilla closed the public comment period.

Commissioner Schneiderman stated they had had an extensive discussion regarding this item in October and she was not inclined to change her vote. She stated she believed staff had presented compelling evidence to support the removal of the trees. She noted her parents had had experience regarding the removal of several trees in their neighborhood.

Commissioner Lutz stated that this would set precedent and his position had not changed. He noted regardless of what was decided this evening, the City needed to create a tree policy that could be applied consistently.

Commissioner Hills stated her position was the same because of the poor condition of these street trees. She asked if there was clarity on what a tree policy would look like and how it would be applied.

Director of Community Development Ebbs stated the street tree policy would be a new initiative that the Council would typically initiate. He noted at some point there would be General Plan and Zoning Ordinance updates where this item would be addressed. He explained the tree committee's decision in this case was based on potential for damage. He commented that London Plane Trees were beautiful; however, they were not designed for three-foot planter strips next to a sidewalk because they had aggressive roots and required a lot of water. He noted he would be surprised if there were any issues with the replacement trees.

Chair Gutilla reported that several Commissioners had agreed in the past that this matter did not seem like something that should be coming before the Planning Commission. She questioned how the City would be addressing the Planning Commission not mediating disputes between neighbors about tree policy.

Director of Community Development Ebbs stated this was a unique circumstance and he did not see it as a pattern. He noted as a Planning Commission some of their duties were to arbitrate some disagreements whether about gas stations or street trees.

RESOLUTION NO. 2023-10

On motion by Commissioner Schneiderman, seconded by Commissioner Hills, the Planning Commission adopted the Resolution denying the appeal and approving removal of both street trees based on Planning Commission direction from October 5, 2022. The motion carried the following vote:

AYES: **Schneiderman, Hills, Riley, Gutilla**
NOES: **Lutz**
ABSTAIN: **None**
ABSENT: **None**

Commissioners Martin and Motts returned to the meeting.

8. ORAL/WRITTEN COMMUNICATIONS

- 8-1. March 1, 2023 Planning Commission meeting canceled.**
- 8-2. Return to in-person Planning Commission meetings.**

Planning Manager Hersch announced the next Planning Commission meeting for March 1, 2023, was cancelled and the Planning Commission would return to in-person meetings on March 15, 2023. She questioned if Planning Commissioners would need an iPad or printed packets for future meetings. She confirmed that previously Commissioner Schneiderman and Chair Gutilla indicated they preferred paper packets and Commissioner Hills and Martin had preferred Ipad.

Commissioners Lutz and Martin stated they would be using their own personal devices.

Commissioner Motts stated he preferred paper packets.

Vice Chair Riley stated he would prefer utilizing an Ipad.

Commissioners Schneiderman and Motts stated they would print out and bring what they wanted from the agenda packets.

Planning Manager Hersch announced that she had accepted a position with the City of Dublin, and this was her last Planning Commission meeting. She expressed her appreciation to the Planning Commission for their kindness and professionalism. She thanked them for the opportunity to serve as their liaison.

Chair Gutilla thanked Planning Manager Hersch for everything she had done and stated it had been a pleasure. She wished her good luck in Dublin.

Director of Community Development Ebbs thanked Planning Manager Hersch for her work with the Planning Commission.

Commissioner Martin congratulated Planning Manager Hersch and thanked her for all her help. He questioned if the Housing Element was submitted to Sacramento.

Planning Manager Hersch announced the Housing Element had been approved prior to the deadline. She reported there had been a follow-up meeting with HCD and they were on track to certification within the timeframes. With regards to future in-person meetings, she noted there were technological issues that would have to be examined.

Director of Community Development Ebbs added that in-person meetings would start very basic and as resources and comfort grows, they may add some features. He noted they did not anticipate taking public comments via zoom initially. He further noted a new system had been installed since COVID.

Chair Gutilla questioned who would be staffing future meetings.

Director of Community Development Ebbs commented that Senior Planners Scudero and Merideth and Associate Planner Cortez would be filling the gap and the General Plan Update may be delayed until a Planning Manager was hired. He commented that there was a lot of competition for HR recruiting resources and noted they would be working to balance priorities within their department.

9. COMMITTEE REPORTS

Commissioner Motts reported on his attendance at the TRANSPLAN meeting.

10. NEXT MEETING: March 15, 2023

Chair Gutilla announced the next Planning Commission meeting was March 15, 2023, and was planned to be in-person.

11. ADJOURNMENT

On motion by Commissioner Martin, seconded by Commissioner Lutz, the Planning Commission unanimously adjourned the meeting at 9:53 P.M. The motion carried the following vote:

AYES:	Schneiderman, Martin, Motts, Hills, Lutz, Riley, Gutilla
NOES:	None
ABSTAIN:	None
ABSENT:	None

Respectfully submitted:
KITTY EIDEN, Minutes Clerk

ATTACHMENT G

**CITY OF ANTIOCH
PLANNING COMMISSION
REGULAR MEETING**

**Regular Meeting
6:30 P.M.**

**February 21, 2024
City Council Chambers**

1. CALL TO ORDER

Chairperson Gutilla called the meeting to order at 6:30 P.M. on Wednesday, February 21, 2024, in Council Chambers.

2. ROLL CALL

Present: Commissioners Jones, Lutz, Martin, Vice Chairperson Riley and Chairperson Gutilla

Absent: Commissioner Hills

Staff: Outside Legal Counsel, Ruthann Ziegler
Acting Director of Community Development, Kevin Scudero
Acting Planning Manager, Zoe Merideth
Contract Planner, Kevin Valente
Contract Engineer, Kevin Van Katwyk
Minutes Clerk, Kitty Eiden

Acting Planning Manager Merideth introduced Nathan Tinclair, Associate Planner.

The Planning Commission welcomed Associate Planner Sinclair to the City.

3. PLEDGE OF ALLEGIANCE

Chairperson Gutilla led the Pledge of Allegiance.

4. PUBLIC COMMENT

Alexander Broom requested the Planning Commission agendaize consideration of installing traffic calming measures on Hillcrest Avenue and Davidson Drive at Deer Valley Road.

5. CONSENT CALENDAR

Commissioner Martin requested Consent Calendar Item 5-2 be removed from the Consent Calendar for separate consideration.

5-1. Planning Commission Meeting Minutes December 6, 2023

5-3. Creekside Vineyards Extension | GP-9-06, PD-19-02 | APN 057-050-024 Two-year extension request of the Creekside Vineyards at Sand Creek Vesting Tentative Subdivision Map 9501 and Design Review Approvals.

On motion by Commissioner Riley, seconded by Commissioner Lutz the Planning Commission members present unanimously approved Consent Calendar Items 5-1 and 5-3. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Riley, Gutilla
NOES: None
ABSTAIN: None
ABSENT: Hills

5-2. Planning Commission Meeting Minutes January 17, 2024

Commissioner Martin stated he had requested this item be considered separately because he was absent and would be abstaining from the vote.

Chairperson Gutilla stated she was also absent from the meeting and would be abstaining.

In response to Commissioner Riley, Outside Legal Counsel Ziegler clarified that five Commissioners were present this evening so if the Planning Commission approved the minutes by three votes, it would be a majority of the quorum which would be sufficient for this matter.

On motion by Commissioner Riley, seconded by Commissioner Lutz the Planning Commission approved Consent Calendar Item 5-2. The motion carried the following vote:

AYES: Jones, Lutz, Riley
NOES: None
ABSTAIN: Martin, Gutilla
ABSENT: Hills

6. NEW PUBLIC HEARING

6-1. Laurel Ranch Car Wash | PDP22-01 | APN 053-060-064 The applicant requests Preliminary Development Plan (PDP) review of a new 2,800 square foot carwash with 18 vacuum stations and a 2,500 square foot convenience store. The proposed project includes 35 parking spaces, inclusive of the 18 vacuum stalls. Associated improvements including landscaping and stormwater control facilities are also proposed. The project is located at the southwest corner of Laurel Road and Country Hills Drive.

Acting Planning Manager Merideth presented the staff report dated February 21, 2024, recommending the Planning Commission provide the applicant with feedback regarding the proposal.

Julio Tinajero, Milestone Associates presented a history of the project and the revised site plan based on feedback received from the Planning Commission on their previous submittal.

Chairperson Gutilla opened the public comment period.

Laura Kindsvater advocated for the Planning Commission to mandate that the applicant increase the proportion of native plant species in their project to over 70%.

An unidentified speaker expressed concern about the project's egress during peak traffic hours. Additionally, this speaker expressed support for alternative commercial uses for the site.

Alexander Broom shared the sentiment expressed by the previous speaker regarding alternative commercial uses for the site.

Chairperson Gutilla closed the public comment period.

In response to Commissioner Martin, Acting Planning Manager Merideth provided clarification regarding the General Plan and East Lone Tree Specific Plan map designation for the site and specified that the stand-alone parking was situated behind the convenience store.

In response to Commissioner Martin, Contract Engineer Kevin Van Katwyk reviewed option layout 1 and 2 (staff report attachment D2 and D3).

Commissioner Martin voiced opposition to the project but expressed conditional support for specific aspects if the project were to be approved. These included:

- Elimination of the 360-degree turn to enter the carwash.
- Elimination of parking behind the building.
- Support for the current building design.
- Inclusion of a noise, light and traffic survey.
- Increasing the proportion of native plant species.
- Reduction in hours of operation to 5:00 A.M. – 10:00 P.M.

Commissioner Lutz echoed the sentiments expressed by Commissioner Martin and offered additional feedback for the project, which included:

- Elimination of the carwash.
- Revising the project into a convenience store with adequate parking.
- Concern regarding traffic in the area and the circulation plan.

Commissioner Jones requested the results of the site feasibility study and outreach to the neighboring community be provided if the project returned to the Commission.

Commissioner Riley stated he opposed the previous project submittal but acknowledged that while it may not be the most desirable use of the site, it could still provide convenience for residents in the area. He highlighted the unique characteristics of the parcel, noting its odd shape, and expressed a desire to see development take place on the site.

Chairperson Gutilla outlined several concerns and areas of support regarding the project:

Concerns:

- Smell of recycled water.
- Trash generated from customers.
- Noise impacts.
- Traffic impacts and circulation plan.
- Parking behind the building.
- Location of the trash receptacle.

Support:

- Reduction in hours of operation.
- Increasing native species in landscaping.
- Installing canopies over vacuum stations.
- Revising the project as electric vehicle (EV) charging stations and an indoor play structure for customers.

Chairperson Gutilla expressed her general opposition to the project while acknowledging the removal of the gas station. She thanked the applicant for this change and noted the unique nature of the parcel.

Commissioner Riley offered conditional support for aspects of the project, should it proceed:

- Removal of vacuum stations closest to residential lots.
- Relocating the trash receptacle behind the structure and potentially replacing it with parking spaces.
- Support for a variance for canopies over vacuum facilities contingent upon ensuring they would not obstruct line of sight for traffic.

Chairperson Gutilla closed the Commissioner comment period and thanked the applicant for bringing the project forward.

In response to Mr. Tinajero's requests for an opportunity to respond to comments, Chairperson Gutilla reopened the Commissioner comment period.

Mr. Tinajero expressed gratitude for the feedback provided. He reported that the applicant would be the owner/operator of the project and was locally based. He explained that the applicant purchased the property under the belief that it was zoned for commercial use; however, it was later discovered to be zoned residential. He noted this discrepancy created challenges for the project's development, especially considering the parcel's size and shape, which may not be suitable for residential development. He requested the Planning Commission consider the circumstances under which the property was purchased, and the challenges posed by the zoning discrepancy. He emphasized that commercial zoning across the street supported the feasibility of commercial development on the property. He highlighted the necessity for revenue-generating options to make the project economically viable. He provided an overview of the site circulation plan.

Chairperson Gutilla agreed that the site was inconsistent with residential development.

Acting Director of Community Development Scudero explained that the parcel was initially designated to serve as the stormwater retention area for the development across the street. He confirmed that preliminary meetings were held with the applicant under the assumption that the parcel was zoned for commercial use. He clarified that during these discussions, staff expressed reservations about the proposed gas station/carwash development, but the applicant chose to proceed. He suggested that the Planning Commission provide feedback on what type of development should occur on the site.

Commissioner Lutz stated he would prefer a large convenience store and hydrogen charging station occur on this site.

Commissioner Jones stated she would prefer an EV charging station with a convenience store.

Commissioner Riley stated he preferred a large convenience store or coffee shop.

Commissioner Martin stated he preferred a single use commercial development such as a large convenience store, deli or coffee shop.

Chairperson Gutilla stated she agreed with the previously suggested alternative uses for the parcel. Specifically, she supported the idea of developing a large convenience store with a deli or bagel shop, emphasizing the importance of ample parking, and limiting operating hours.

Chairperson Gutilla closed the Commission comment period.

- 6-2 Leung Properties | PDP23-02 | APN 057-041-013, 015, 016:** The applicant requests a Preliminary Development Plan review of a proposal to construct a 435-unit residential development over a 160-acre vacant project site (APNs 057-041-013, 057-041-015, 057-041-016). The proposed project includes the development of 50 conventional single family detached units, 385 clustered single family detached residential units, and 159 row townhomes. The project also includes a recreation center, two neighborhood parks, and walking trails. Primary site access would be from Sand Creek Road.

Acting Director of Community Development Scudero introduced Contract Planner Valente who presented the staff report dated February 21, 2024, recommending the Planning Commission provide direction to the applicant for the Final Development Plan Submittal.

Kyle Masters, Richland Communities / The Ranch Phase 4, gave a brief overview of the project map.

Terry Gallaway / The Gallaway Group / The Ranch Phase 4, gave a PowerPoint presentation of their master plan, conceptual site plan, open space, technical site plan, architecture, and conceptual street scene.

Chairperson Gutilla opened the public comment period.

Juan Pablo Galvan Martinez, Senior Land Use Manager at Save Mount Diablo, reported they had engaged with the developer of The Ranch project, leading to a mutually satisfactory resolution regarding the buffer along Sand Creek and the dedication of open space. He expressed satisfaction that a similar proposal was being put forth for the project under consideration. He requested the City and Planning Commission consider tracking the cap on housing units for the Sand Creek Focus Area.

Laura Kindsvater advocated for the Planning Commission to mandate that the applicant enhance the proportion of keystone and native plant species to exceed 70% for the housing units and parks. She proposed restoration efforts in the natural areas along Sand Creek and expressed support for buildings facing the creek.

Alexander Broom spoke in support of the perimeter walkway and advocated for the inclusion of a greater variety of drought tolerant native plant species throughout the development. He stressed the importance of wildfire mitigation measures and expressed apprehension regarding evacuation routes from the area. He suggested the implementation of cool roofs. He inquired about the width of the trail and proposed the addition of other amenities to enhance the area.

An unidentified speaker raised concerns about the project's trajectory, noting that the applicant intended to secure entitlements before selling it to a builder. He also expressed concern regarding the elimination of estate housing and questioned the potential implications for the City's RHNA numbers. He highlighted the proposed density increase without consideration for affordable housing. He suggested the construction of a gated community with an Homeowners Association (HOA) and increased lot sizes.

Chairperson Gutilla closed the public comment period.

In response to Commissioner Jones, Mr. Gallaway reviewed the square footage allocated for each product type.

In response to the Commission, Acting Director of Community Development Scudero clarified that the term "single-family missing middle objective design standards" pertained to housing types rather than income levels. He also indicated that staff was not aware of any instances of flooding in the area under consideration.

Mr. Masters clarified that the project included detention measures for all runoff. He mentioned plans to construct a detention basin adjacent to existing basins, which would eventually integrate into the park and open space area surrounding the trail system. He highlighted the connectivity of the project to The Ranch and East Bay Regional Park's trail systems.

In response to Commissioner Lutz, Mr. Masters clarified that bridges for the project would be elevated above the 300-year flood protection level, emerging from abutments. He mentioned the possibility of exploring emergency vehicle access to the area as well. He affirmed their commitment to adhering to the City's regulations concerning landscaping and the incorporation of native species. Additionally, he expressed openness to consider the inclusion of an affordable housing component.

Commissioner Lutz expressed his support for incorporating an affordable housing component into the project.

Mr. Masters discussed the importance of offering a diverse range of housing options that catered to individuals from various backgrounds.

In response to Commissioner Lutz, Acting Director of Community Development Scudero clarified that a planned development zone permitted flexibility regarding setbacks.

In response to Commissioner Lutz, Mr. Gallaway elaborated on setbacks and circulation plans for the cluster home products. He commented on the water-saving benefits of native plants and mentioned plans to grade the perimeter edge of the open space to facilitate a smooth transition into the project. He requested feedback from the Planning Commission on all aspects of the project. He explained that they typically sold to homebuilders who understood buyer preferences. He clarified that they hadn't proposed apartment-type developments as they didn't perceive a suitable market for it in this location. He emphasized their approach to addressing housing affordability by increasing density to enhance the residual value of the land. Additionally, he mentioned their endeavor to provide housing options suitable for families with children.

Commissioner Lutz expressed concern that increasing density might not necessarily lead to a decrease in housing prices.

Mr. Gallaway mentioned that they were opting for two-story construction as a cost-effective building design approach.

Acting Director of Community Development Scudero reported that the housing element included consideration of an inclusionary housing ordinance, and staff had initiated that process. He further mentioned that these projects could potentially be subject to that ordinance.

Commissioner Riley voiced support for both the project's density and design. Additionally, he remarked that he wished the project were closer to a highway or transit station. He stated that the area was relatively secluded, emphasizing the importance of having nearby infrastructure for the benefit of residents.

In response to Commissioner Riley, Mr. Gallaway commented that they had secured additional parking on the streets by avoiding driveways that would interrupt parking spaces.

Mr. Masters added that there would be an HOA in place to manage parking along with other aspects of the project.

Commissioner Riley discussed the importance of providing mass transit access to the area.

Commissioner Martin questioned how this project would affect the cap on residential units for this area.

Acting Director of Community Development Scudero explained that when the General Plan was adopted in 2003, the Sand Creek Focus Area had a cap of 4000 units. He noted that every project developed since then had requested an increase in density, yet the cap had not been adjusted to accommodate those increases. He further stated his belief that the cap might not be compliant with state law. Therefore, when an entitlement application comes forward, they would need to consult legal counsel to determine if the cap was enforceable or if it needed to be amended.

Commissioner Martin commented he disliked the density; however, he understood that it made the project more affordable. He provided the following feedback:

- Concerns regarding General Plan amendments eliminating estate housing and the challenges this would pose in meeting the requirements of the housing element.
- Support for the staff's response to the identified engineering issues
- Support for adhering to the City's guidelines for setbacks to allow for the storage of refuge containers behind fences.
- Support for the proposed architecture.
- Increasing recreational amenities.
- Increasing native plant species.
- Enhanced fire resistance measures due to the presence of open space.
- Inclusion of a traffic study.

Chairperson Gutilla stated she supported the following:

- Incorporating a downstairs bedroom for two-story models.
- Support for cul-de-sacs, provided parking was available in the center.
- Advocacy for a variety of transition areas between the cul-de-sac communities and open space.
- Increasing bike-friendly options, pedestrian access, and vehicle parking at the community center.
- Ensuring a smooth transition for landscaping between the open space, trails, and development.
- Advocating for additional emergency vehicle access on Deer Valley Road.
- Supporting public access for transit opportunities.

Mr. Gallaway explained how each product type would be serviced by the garbage company.

Acting Director of Community Development Scudero stated the first question before the Planning Commission was if they supported the General Plan changes.

Chairperson Gutilla also suggested:

- Less density on the perimeter of the project to facilitate a smoother transition to open space.
- Support for the staff's response to the identified engineering issues.

In response to Commissioner Jones, Acting Director of Community Development Scudero explained that every development in the Sand Creek Focus Area had either increased density or reduced lot sizes from the current General Plan designations. He reiterated that they were in the initial stages of developing an inclusionary housing ordinance and when they selected the consultant, they would discuss timing and its impact on development applications deemed complete. He provided an overview of the City's current deed restricted affordable housing units.

Chairperson Gutilla closed the Commission comment period.

Chairperson Gutilla declared a recess at 9:29 P.M. The meeting reconvened at 9:38 P.M. with all Commissioners present, except for Commissioner Hills, who was previously reported as absent.

Acting Planning Manager Merideth announced that past practice was that the Commission end the public hearings at 9:30 P.M. She requested that they consider whether they wanted to proceed this evening with the remainder of the agenda. With consensus of the Commission, the Planning Commission agreed to continue with the final public hearing this evening.

6-3 Rancho Meadows PDP | PRE2023-0002 | APN 051-052-053, 051-082-010 The applicant requests a Preliminary Development Plan review of a proposal to construct 143 residential units on a 17.12-acre vacant project site (APNs 051-052-053-9, 051-082-010-3). The proposed project includes the development of 137 residential lots at approximately 2,600 square-feet (sf) and six residential lots at 4,200 sf. The project also includes one open space area near the project entry consisting of a children's play area, seating, picnic tables, a shade trellis, and play field. Site access would be provided by an off-site extension of Vineyard Drive across the existing PG&E easement.

Acting Director of Community Development Scudero introduced Contract Planner Valente who presented the staff report dated February 21, 2024, recommending the Planning Commission provide direction to the applicant for the Final Development Plan Submittal.

Kerri Watt, Civic Rancho Meadows Applicant / DeNova Homes, gave a PowerPoint presentation of the Ranch Meadows Project Preliminary Development Plan.

Trent Sanson, Civic Rancho Meadows / Yellow Roof Foundation / Executive VP of DeNova Homes, provided a brief overview of their 501c3 charitable foundation and outlined their proposal to include six renter-occupied low-income units with junior Accessory Dwelling Units (ADUs). He explained their request for a general plan amendment and rezone proposal. Additionally, he noted that the current light industrial office use did not appear compatible with adjacent residential zoning.

Kerry Watt commented that they would prioritize the use of as many pollinators and native species as possible. Additionally, she mentioned that the houses would adhere to the City's Objective Design Standards.

Chairperson Gutilla opened the public comment period.

Alexander Broom suggested expanding park space and native plant species in the project. He expressed concern for the potential inconsistency of the proposal with the City's Climate Action Resiliency Plan and suggested the proposal align with the current General Plan designation.

Laura Kindsvater requested the Planning Commission require the applicant to increase native plant species to more than 70% with an emphasis on locally native and keystone species. She provided resources to assist the developer in meeting this requirement.

An unidentified speaker voiced his support for the project, highlighting the developer's commitment to offering affordable housing. He mentioned the project's potential positive impacts. He suggested the developer view Santa Fe Avenue as a traditional right-of-way and prioritize transit and pedestrian connectivity in their planning efforts.

Chairperson Gutilla closed the public comment period.

Commissioner Jones spoke in support of converting office space for housing specifically if it comes with an affordability component. She noted that there was currently less demand for office space, making such a conversion a beneficial use of the property.

Commissioner Lutz voiced his support for the Yellow Roof Foundation, suggesting that it should serve as a model for other developers.

In response to Commissioner Lutz, Contract Planner Valente clarified that if the project were to proceed, it would undergo an environmental review process. He assured that any contamination present at the site would be addressed and remediated as part of the project development process.

Mr. Sanson explained that prior to acquiring the property, an environmental site assessment was conducted which revealed that the site had historically been used as a vineyard. He emphasized their commitment to collaborating with staff on a comprehensive review process through CEQA and their willingness to ensure compliance with environmental regulations.

Commissioner Lutz questioned the potential impact of reallocating land that was originally designated for job creation.

Acting Director of Community Development Scudero acknowledged that repurposing the land would result in the loss of sites designated for business park/light industrial; however, he emphasized that when viewed within the broader context of the eastern waterfront employment focus area, the property in question could be seen as transitional. He noted that the primary consideration for the Commission was whether they supported the proposed change in land use. He further noted that while the property could potentially be used for a lower intensity business park, it was uncertain if there was a market demand for such a development in that location. He noted that there were entitled business park uses that had not yet been developed in this area.

In response to Commissioner Lutz, Mr. Sanson explained that the Yellow Roof Foundation homes were clustered together for ease of maintenance and to facilitate a supportive community environment.

Commissioner Lutz requested that side yard setbacks and park space be increased while also advocating for a decrease in density. Additionally, he expressed concern about the lack of amenities in the area.

Commissioner Riley expressed concern about the insufficient park space, amenities, and third spaces in the area. He proposed extending the park space by eliminating homes on lots 35 and 36. He voiced support for rezoning the property, emphasizing its adjacency to an existing residential neighborhood and the decreasing need for business parks. He spoke favorably of the Yellow Roof Foundation and the project, suggesting that they could serve as a positive example for other developers.

Commissioner Martin expressed concern regarding the removal of grapevines on the property; however, he acknowledged the necessity for housing development, especially considering the areas limited suitability for industrial use due to factors such as accessibility challenges and the presence of high-tension power lines. He also highlighted the property's unique shape and its adjacency to other residential areas. He encouraged the developer to disclose the presence of high-tension power lines, emphasizing the importance of transparency regarding potential interference they could cause. He voiced support for the affordable housing component proposed by the Yellow Roof Foundation. He requested the widening of alley E and L to accommodate sidewalks on both sides of the street.

Mr. Sanson clarified that the alleys were designed to serve as vehicular pass-through access to garages. He expressed willingness to explore potential modifications to the plan.

Commissioner Martin requested sideyard setbacks be increased to a minimum of 5 yards and spoke in support of the suggestion to increase park space by removing lots 35 and 36. He expressed a preference for a 20-foot front yard setback; however, he indicated a willingness to support increasing open space if this item remained unchanged.

In response to Commissioner Martin, Mr. Sanson stated they would be fronting costs associated with extending Vineyard Drive. He stated their intention was for everything north of the PG&E parcel to be privately owned and maintained through a future HOA; however, they were in discussions with PG&E to acquire an easement right-of-way or fee simple for the portion of the road extending through their parcel. He noted they would engage with city staff to determine the logistics and maintenance boundaries between public right-of-way and private ownership.

Commissioner Martin recommended the installation of a sound wall or other sound protection measures along the north side of the development, particularly along the railroad tracks.

Mr. Sanson stated that they would be conducting an acoustic study which would provide recommendations for the installation of a sound wall and sound attenuation measures.

Commissioner Martin supported the engineering requirements outlined in the staff report and the Objective Design Standards. He encouraged the developer to consider incorporating native and keystone species into their landscape plan.

Mr. Sanson affirmed that the development team was willing to accommodate the requests regarding native and keystone species wherever possible.

Chairperson Gutilla expressed concern about the potential presence of toxins on the site from pesticides used in old growth vineyards. She cautioned developers against exploiting disadvantaged individuals by placing them in environmentally compromised areas. She noted that the combination of small lots, narrow streets, and a lack of sidewalks could contribute to miniaturizing the neighborhood; therefore, she agreed with the engineering recommendations for sidewalks on both sides of the street. She suggested that the architecture of the Yellow Roof homes match the architecture of the remainder of the development.

In response to Chairperson Gutilla, Mr. Sanson clarified that the intent of the ADU program was for each unit to be separate. He explained that they were in the process of developing the floor plan for the Yellow Roof program, but each unit would be built independently and have a one car garage with its own point of entry.

Chairperson Gutilla requested side yards for both Yellow Roof units be a minimum of 5-feet. Additionally, she stated that while there may be concerns regarding the jobs/housing imbalance, she considered this specific parcel to be an appropriate site for residential development. She suggested that if all the homes in the adjacent neighborhood to the west were single-story, she would prefer the homes on that side of the development to also be single-story.

Mr. Sanson responded that they would investigate that issue and commented that many of the lots in question were located far away from the property line.

Chairperson Gutilla expressed her support for the use of native plant species and the Yellow Roof Foundation proposal. She suggested the developer consider whether the turnaround area was large enough to accommodate people who might accidentally enter the project.

Commissioner Riley expressed his preference for sidewalks on both sides of the streets; however, he felt that the alleyways could be an exception to this preference.

Chairperson Gutilla stated she supported the suggestion for increasing park space by expanding the park into lots 35 and 36.

In response to Commissioner Jones, Mr. Sanson clarified that both the single-family home and the ADU would serve as affordable housing units, resulting in a total of 12 affordable housing units within the development.

Chairperson Gutilla closed the Commission comment period. She thanked the applicant for presenting their project and wished them luck moving forward.

7. REGULAR ITEM

7-1. TRANSPLAN Committee Discussion

Consensus of the Planning Commission agreed to table Regular Item #7-1.

On motion by Commissioner Riley, seconded by Commissioner Jones the Planning Commission members present unanimously tabled Regular Item 7-1. The motion carried the following vote:

AYES: Jones, Lutz, Martin, Riley, Gutilla
NOES: None
ABSTAIN: None
ABSENT: Hills

8. ORAL/WRITTEN COMMUNICATIONS

Acting Director of Community Development Scudero reported that the City Council had added a discussion on the City's native landscaping to their 90-day future agenda item list.

9. COMMITTEE REPORTS - None

10. NEXT MEETING: March 20, 2024 / March 6, 2024, meeting is canceled.

Chairperson Gutilla announced the March 6, 2024, Planning Commission meeting was canceled and the next meeting would be held on March 20, 2024.

11. ADJOURNMENT

On motion by Commissioner Martin, seconded by Commissioner Riley, the Planning Commission members present unanimously adjourned the meeting at 10:51 P.M. The motion carried the following vote:

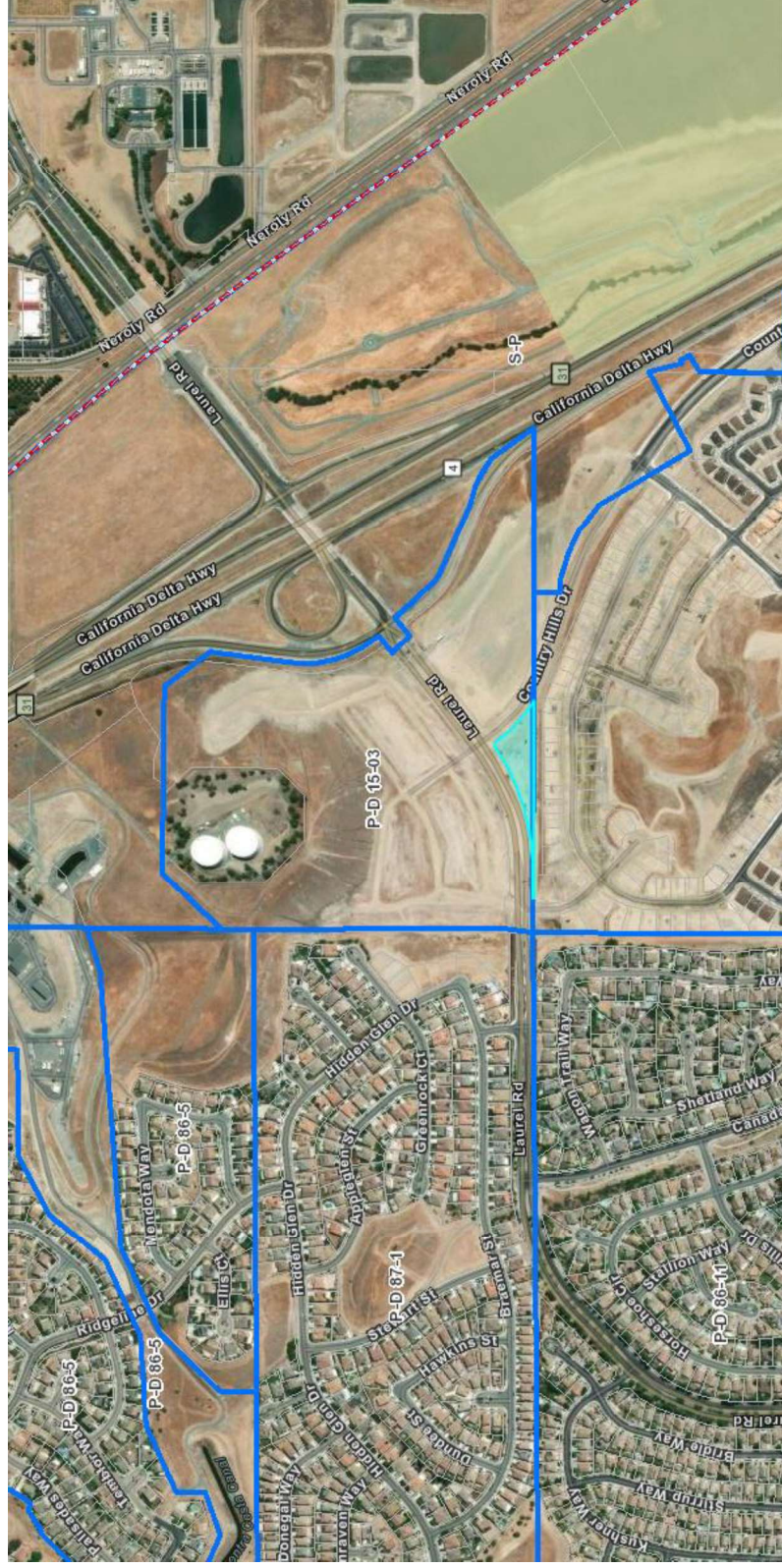
AYES: Jones, Lutz, Martin, Riley, Gutilla
NOES: None
ABSTAIN: None
ABSENT: Hills

Kitty Eiden
KITTY EIDEN, Minutes Clerk



Laurel Ranch Carwash and Convenience Store

Site Location





Project Request

- Preliminary Development Plan (PDP)
- Purpose of PDP review is to gather feedback for the applicant to become aware of concerns and/or issues to be addressed.
- PDP review is a non entitlement action and does not require environmental review.



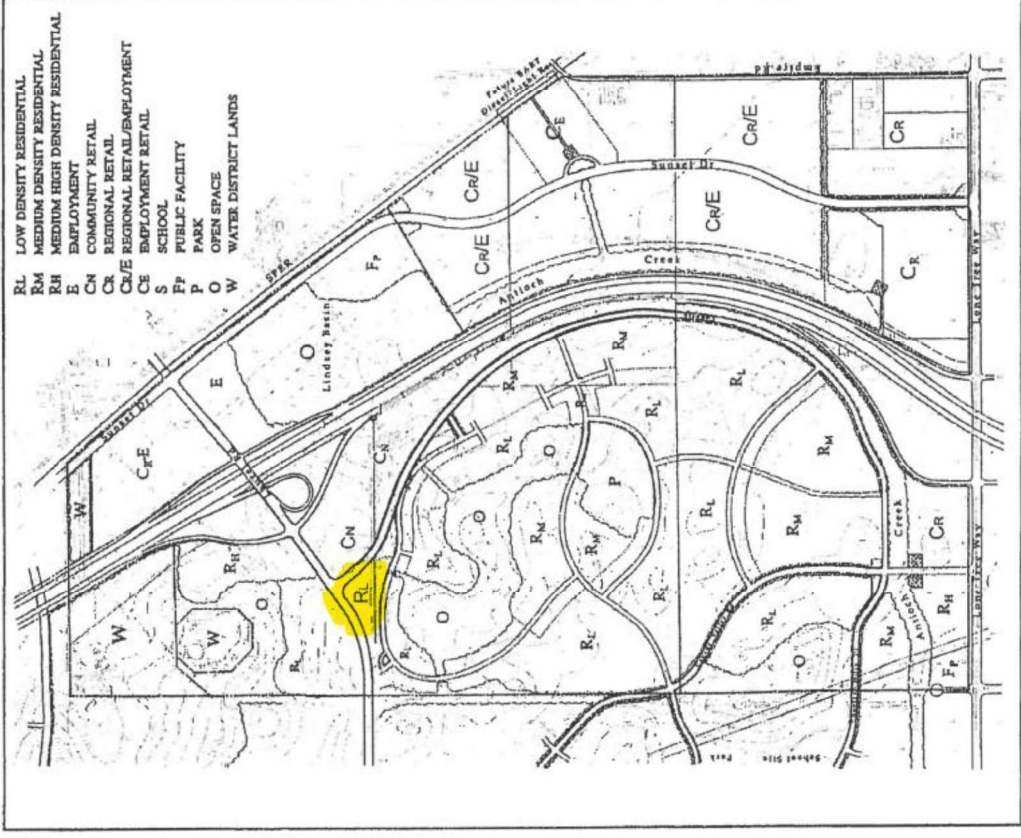
Project Request

- Entitlements would include:
 - Environmental Review
 - General Plan Amendment
 - Specific Plan Amendment
 - Planned Development Rezone
 - Final Development Plan
 - Use Permit
 - Design Review

Project Details

- Project redesigned from 2023 PDP. No longer includes a gas station.
- New 2,800 square foot carwash.
- New 2,500 square foot convenience store.
- 35 total parking spaces, including 18 vacuum stations.
- Three driveways proposed - one off Laurel Road and two off Country Hills Drive.

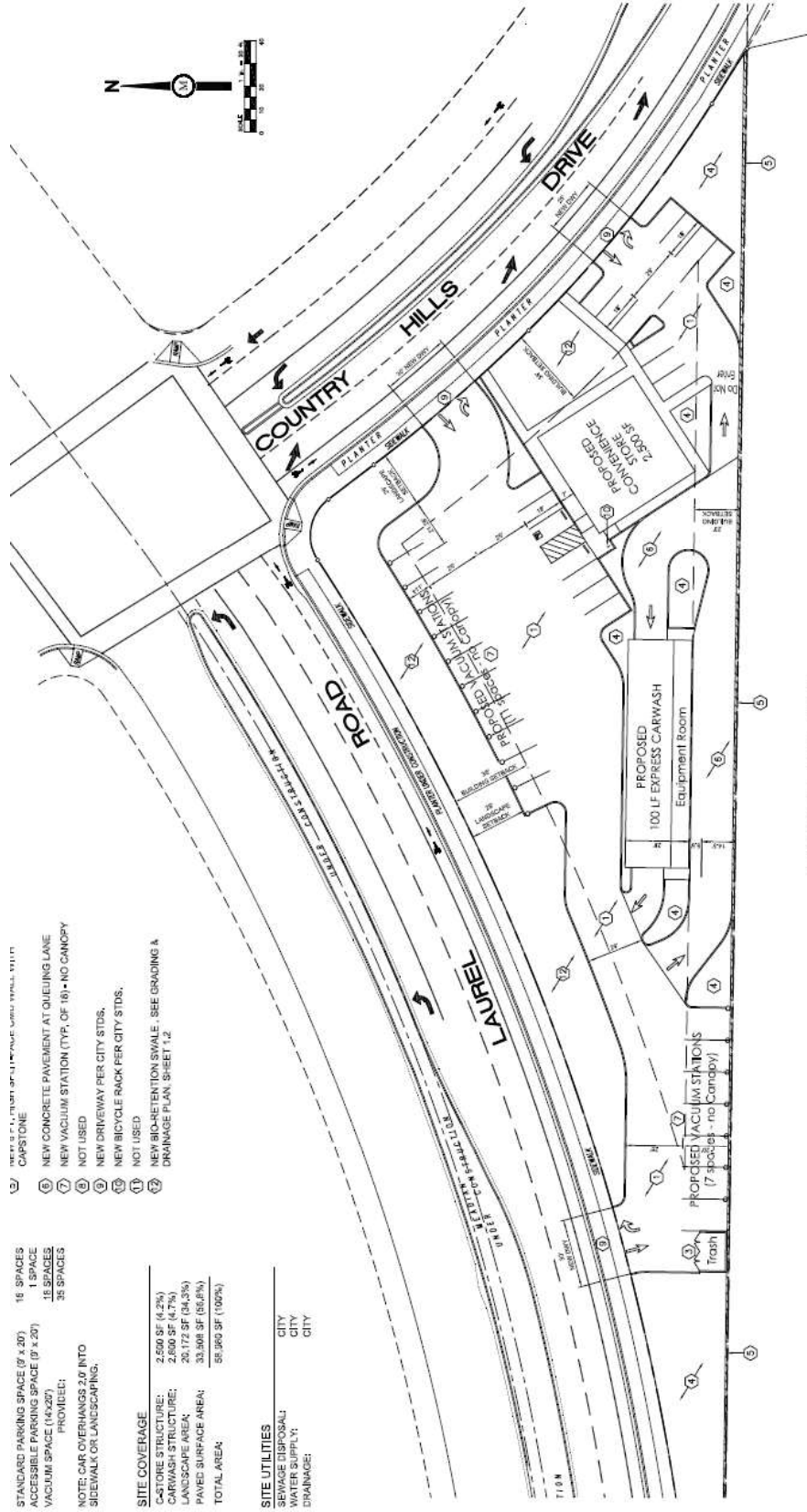
East Lone Tree Specific Plan



Source: ELS/Ebbens & Logan and City of Antioch



Site Plan



- ① NEW 10' x 10' CURB STOP SIGN WITH 10' x 10' CAPSTONE
- ② NEW CONCRETE PAVEMENT AT QUEUING LANE
- ③ NEW VACUUM STATION (TYP. OF 10) • NO CANOPY
- ④ NOT USED
- ⑤ NEW DRIVEWAY PER CITY STDS.
- ⑥ NEW BICYCLE RACK PER CITY STDS.
- ⑦ NOT USED
- ⑧ NEW BIO-RETENTION SWALE. SEE GRADING & DRAINAGE PLAN, SHEET 1.2

16 SPACES
STANDARD PARKING SPACE (7' x 20')
1 SPACE
ACCESSIBLE PARKING SPACE (7' x 20')
16 SPACES
VACUUM SPACE (14' x 20')
35 SPACES
PROVIDED:
NOTE: CAR OVERHANGS 2.0' INTO
SIDEWALK OR LANDSCAPING.

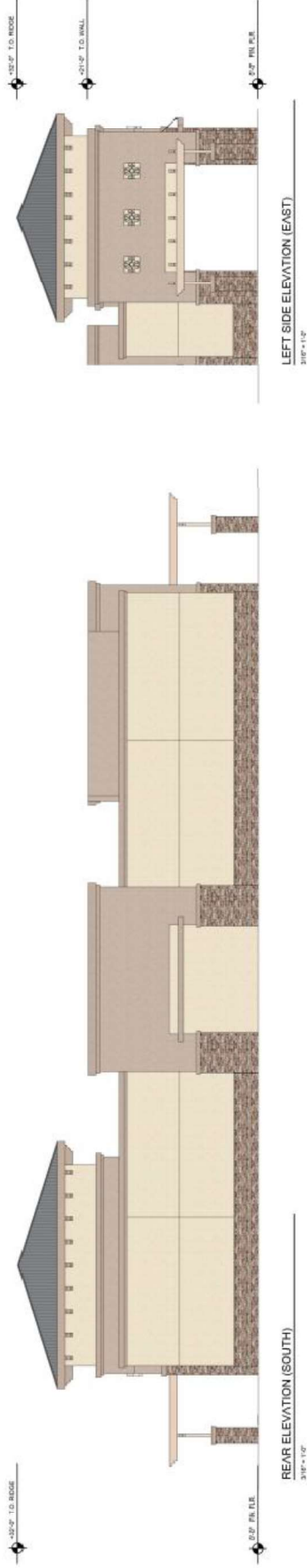
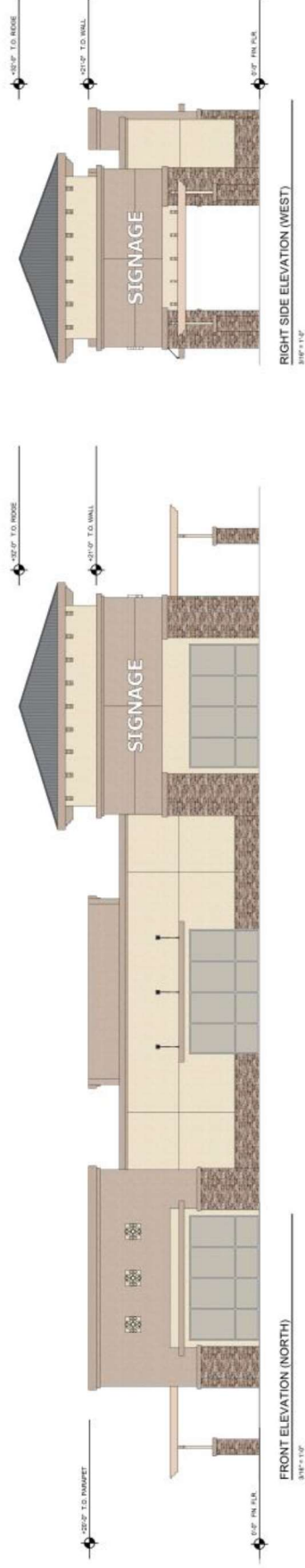
SITE COVERAGE

STORE STRUCTURE:	2,500 SF (4.2%)
LANDSCAPING:	25,772 SF (44.3%)
PAVED SURFACE AREA:	33,568 SF (58.6%)
TOTAL AREA:	59,940 SF (100%)

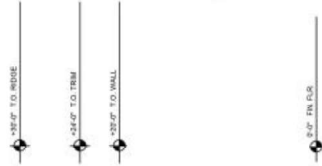
SITE UTILITIES

SEWAGE DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

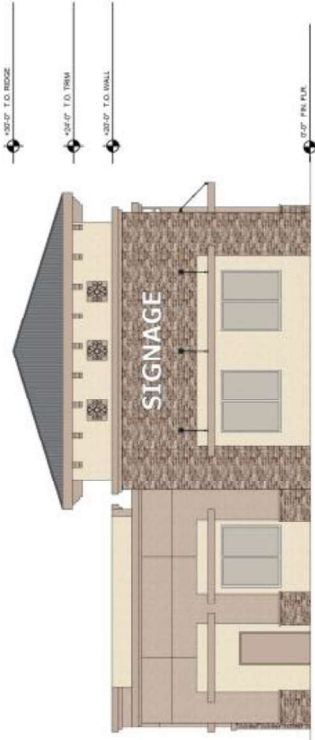
Carwash Elevations



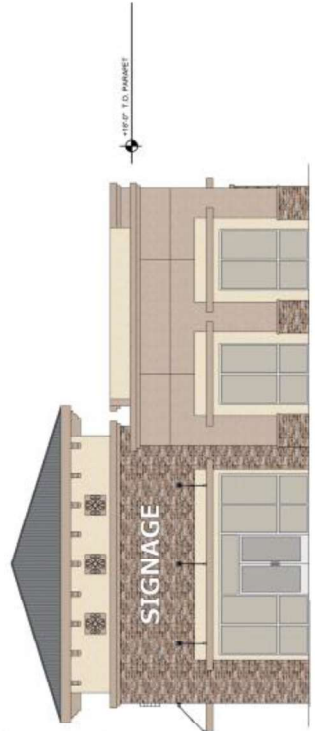
Store Elevations



FRONT ELEVATION (NORTH)
3/18" = 1" @ 2'



LEFT SIDE ELEVATION (EAST)
3/18" = 1" @ 2'



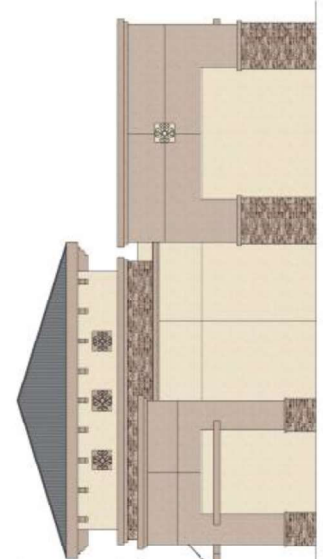
RIGHT SIDE ELEVATION (WEST)
3/18" = 1" @ 2'



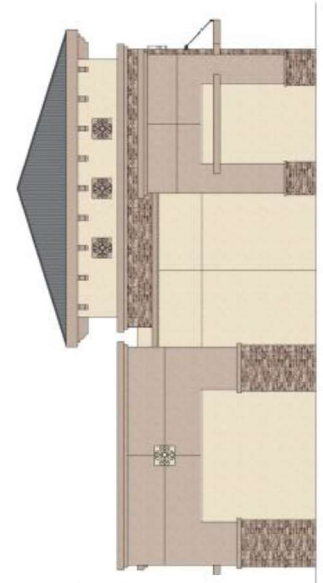
REAR ELEVATION (SOUTH)
3/18" = 1" @ 2'



FRONT ELEVATION (NORTH)
3/18" = 1" @ 2'



LEFT SIDE ELEVATION (EAST)
3/18" = 1" @ 2'



RIGHT SIDE ELEVATION (WEST)
3/18" = 1" @ 2'



REAR ELEVATION (SOUTH)
3/18" = 1" @ 2'

Staff Recommendations

- Staff is supportive of architectural style.
- Staff recommends rethinking the project's site design:
 - Creating a strong corner and street frontage
 - Reducing the number of driveways
 - Removing vacuums from next to residential uses
- Create a cohesive site plan



CEQA

- Environmental Review will be required with the project entitlements.



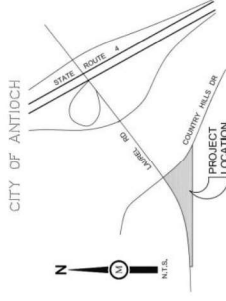
Recommendation

- Provide the applicant with feedback regarding the proposal.

LAUREL RANCH RETAIL

Laurel Ranch Retail - Parcel H

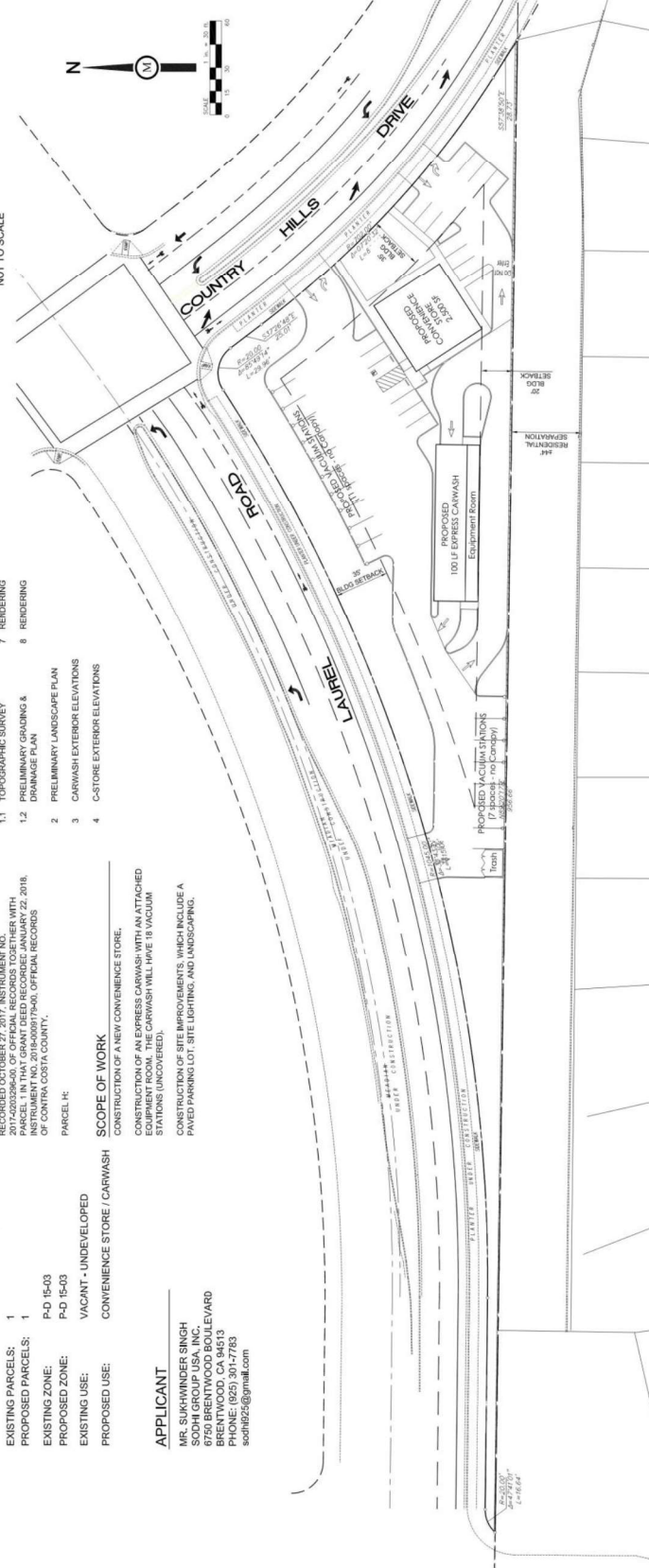
LAUREL ROAD, ANTIOCH, CA 94531
A.P.N. 053-060-064



LOT DATA:	PROPERTY DESCRIPTION:	SHEET INDEX:
A.P.N.: 053-060-064	REAL PROPERTY IN THE CITY OF ANTIOCH, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:	1. TITLE SHEET
TOTAL ACRES: 58.980 SF (1.354 AC)	BEING A PORTION OF PARCEL ONE IN THAT GRANT DEED RECORDED OCTOBER 27, 2017, INSTRUMENT NO. 2017-02029645-0, OF OFFICIAL RECORDS TOGETHER WITH THE PRELIMINARY CONVEYANCE AND INSTRUMENT NO. 2018-00091754-0, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.	5. PHOTOMETRIC PLAN
EXISTING PARCELS: 1	PARCEL H:	6. SITE PHOTOS
PROPOSED PARCELS: 1		1.1. TOPOGRAPHIC SURVEY
EXISTING ZONE: P-D 15-03		1.2. PRELIMINARY CONVEYANCE & DRAINAGE PLAN
PROPOSED ZONE: P-D 15-03		2. PRELIMINARY LANDSCAPE PLAN
EXISTING USE: VACANT - UNDEVELOPED		3. CARWASH EXTERIOR ELEVATIONS
PROPOSED USE: CONVENIENCE STORE / CARWASH	SCOPE OF WORK:	4. CARWASH EXTERIOR ELEVATIONS
	CONSTRUCTION OF A NEW CONVENIENCE STORE, CONSTRUCTION OF AN EXPRESS CARWASH WITH AN ATTACHED EQUIPMENT ROOM. THE CARWASH WILL HAVE 18 VACUUM STATIONS (UNCOVERED).	
	CONSTRUCTION OF SITE IMPROVEMENTS, WHICH INCLUDE A PAVED PARKING LOT, SITE LIGHTING, AND LANDSCAPING.	

APPLICANT

MR. SUKHWINDER SINGH
SODHI GROUP USA, INC.
8750 BRENTWOOD BOULEVARD
BRENTWOOD, CA 94515
PHONE: (925) 301-3000
scs@sg25@gmail.com



OVERALL SITE PLAN
1" = 30'

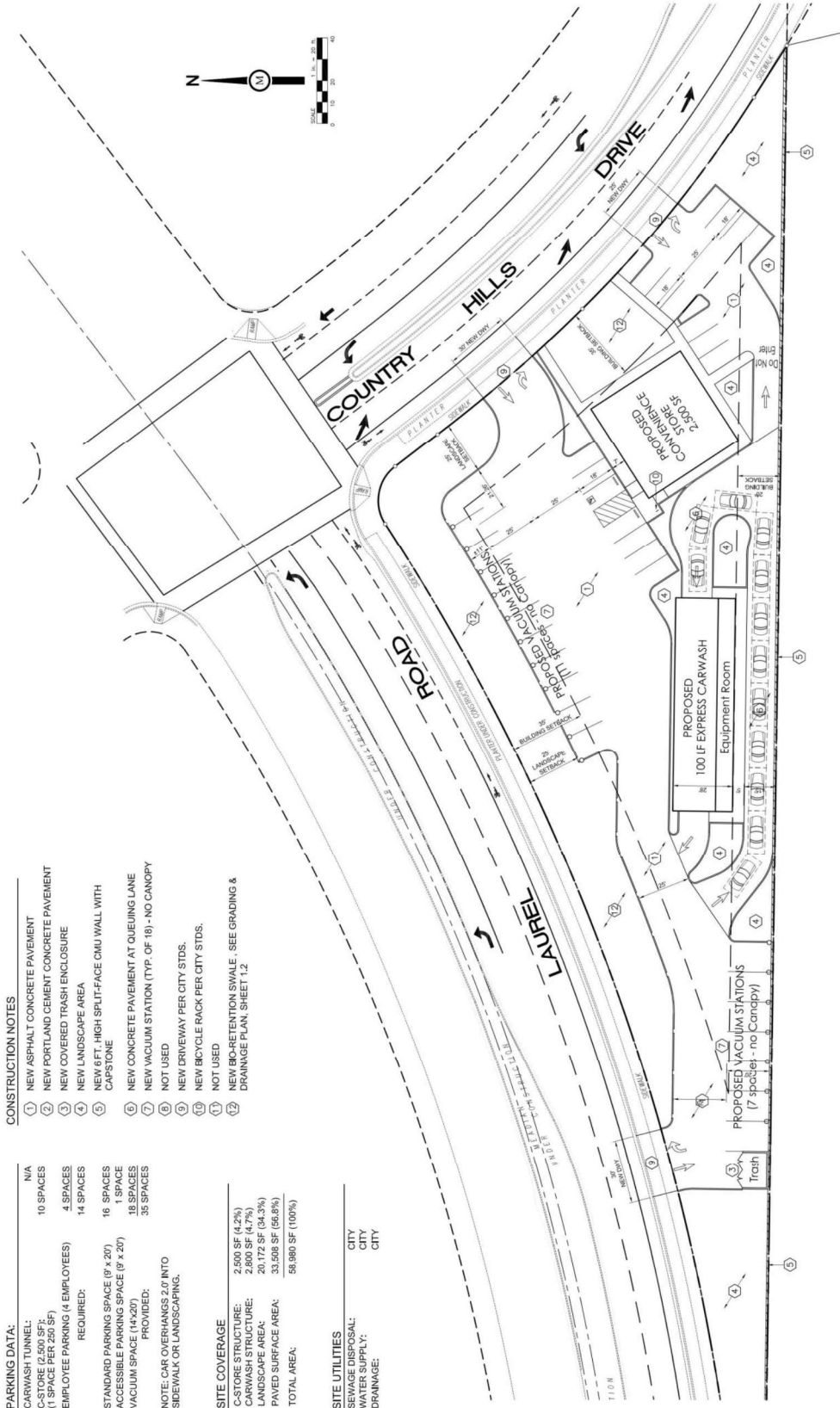


Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Tibba City, CA 95191
(530) 755-4710

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

TITLE SHEET

11-01-23



- CONSTRUCTION NOTES**
- 1 NEW ASPHALT CONCRETE PAVEMENT
 - 2 NEW PORTLAND CEMENT CONCRETE PAVEMENT
 - 3 NEW COVERED TRASH ENCLOSURE
 - 4 NEW LANDSCAPE AREA
 - 5 NEW 6 FT. HIGH SPLIT-FACE CMU WALL WITH CAPSTONE
 - 6 NEW CONCRETE PAVEMENT AT QUEUING LANE
 - 7 NEW VACUUM STATION (TYP. OF 18) - NO CANOPY
 - 8 NOT USED
 - 9 NEW DRIVEWAY PER CITY STDS.
 - 10 NEW BICYCLE RACK PER CITY STDS.
 - 11 NOT USED
 - 12 NEW BIO-RETENTION SWALE - SEE GRADING & DRAINAGE PLAN, SHEET 1.2

PARKING DATA:

CARWASH TUNNEL:	N/A
C-STORE (2,500 SF):	10 SPACES
EMPLOYEE PARKING (4 EMPLOYEES) REQUIRED:	4 SPACES
STANDARD PARKING SPACE (9' x 20')	16 SPACES
ACCESSIBLE PARKING SPACE (9' x 20')	1 SPACE
VACUUM SPACE (14' x 20')	18 SPACES
PROVIDED:	35 SPACES

NOTE: CAR OVERHANGS 2.0' INTO SIDEWALK OR LANDSCAPING.

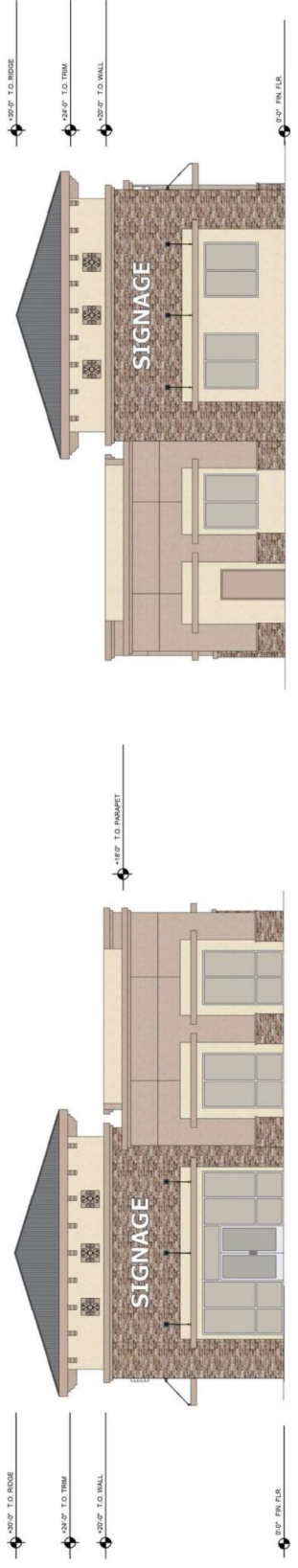
SITE COVERAGE

C-STORE STRUCTURE:	2,500 SF (4.2%)
CARWASH STRUCTURE:	2,800 SF (4.7%)
LANDSCAPE AREA:	20,172 SF (34.3%)
PAVED SURFACE AREA:	33,408 SF (56.8%)
TOTAL AREA:	58,880 SF (100%)

SITE UTILITIES

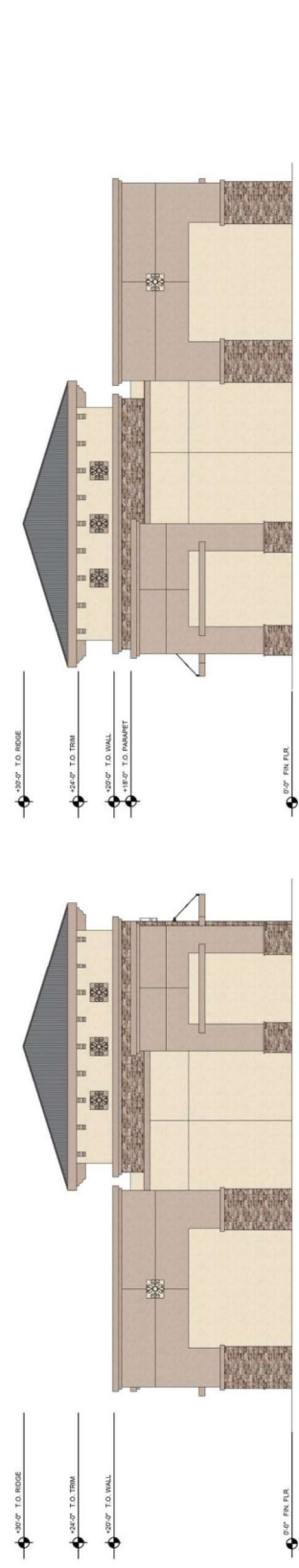
SEWER DISPOSAL:	CITY
WATER SUPPLY:	CITY
DRAINAGE:	CITY

ENLARGED SITE PLAN
1" = 20'



FRONT ELEVATION (NORTH)
3/8" = 1'-0"

LEFT SIDE ELEVATION (EAST)
3/8" = 1'-0"



REAR ELEVATION (SOUTH)
3/8" = 1'-0"

RIGHT SIDE ELEVATION (WEST)
3/8" = 1'-0"

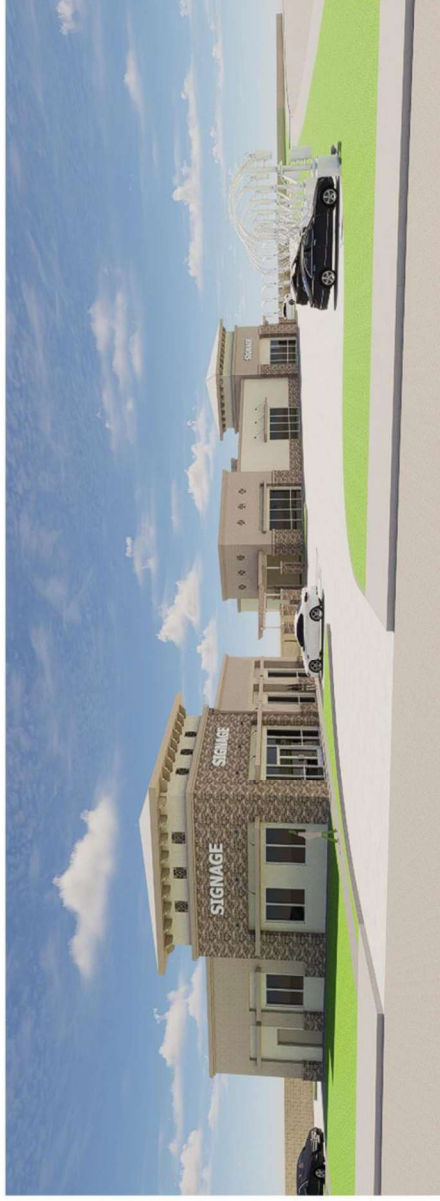


Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Taha City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

C-STORE EXTERIOR
ELEVATION

05-09-23

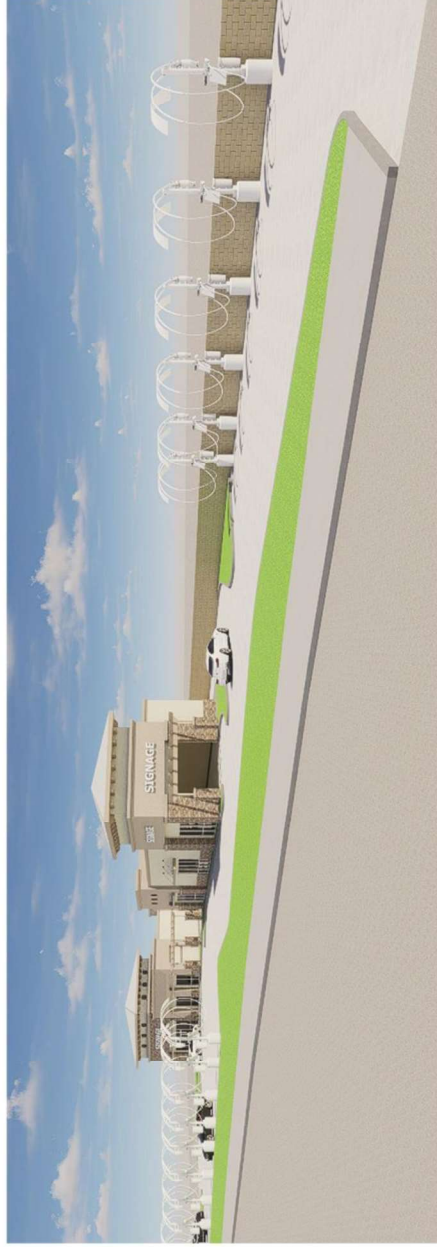
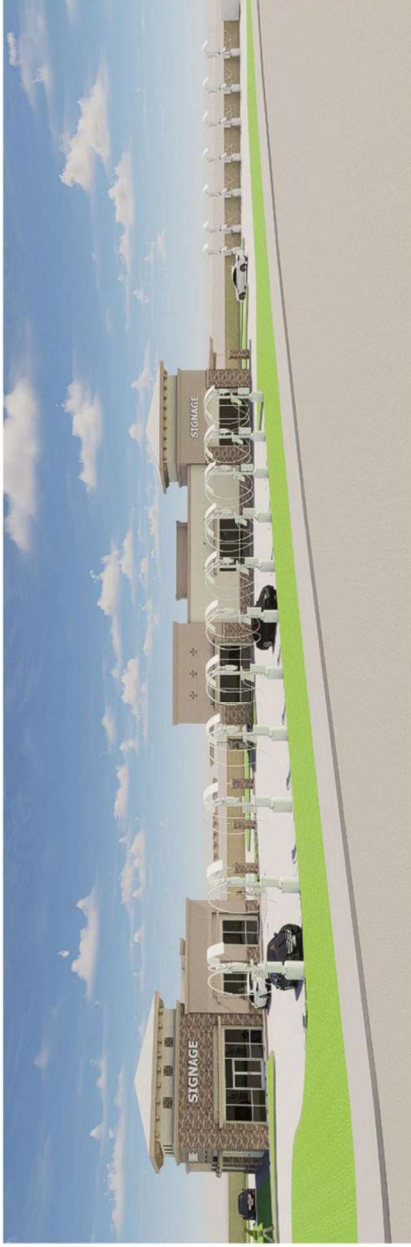


Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite H202, Torba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

RENDERING

11-01-23



Milestone Associates Imagineering, Inc.
1000 Lincoln Road, Suite #202, Torba City, CA 95991
(530) 755-4700

LAUREL RANCH RETAIL - PARCEL "H"
LAUREL ROAD, ANTIOCH, CA

RENDERING


11-01-23


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

APPROVED BY: Kwame P. Reed, Acting City Manager 

SUBJECT: Fiscal Year 2023-25 Mid-Year Budget

RECOMMENDED ACTION

It is recommended that the City Council:

1. Adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets as outlined in Exhibits A, B and C attached to the resolution.
2. Adopt a resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets for items considered at the meeting of June 11, 2024.

FISCAL IMPACT

The fiscal impact of all requested amendments is outlined in the report.

DISCUSSION

A special meeting for the mid-year review of the 2023/25 budget was held on May 14th. Based on direction received that evening, changes outlined below have been incorporated into the mid-year budget amendments.

Staffing and Related

A review of currently vacant positions (100 as of the writing of this report) was completed with Human Resources to estimate hiring timelines for the vacancies. As a result, \$2,050,926 additional vacancy savings has been built in as a reduction of the General Fund expenditure budget.

The cost of staffing requests for fiscal year 2024 and 2025 have been incorporated into the budget amendments in Attachment A, Exhibits A, B and C and the Budget Summary Table on page 3 of this report. A total of nine (9) new positions are being added, and four (4) positions that are funded are being reclassified to different funded positions in their respective departments to meet operating needs. Annual salary and benefit costs were provided in the May 14th report, some of the amounts included in the FY25 budget have

been pro-rated to account for the estimated hiring timeline of the positions and are included in **Exhibit C** to the resolution.

1. Funding of an Administrative Analyst II/III in Capital Improvement in lieu of an Administrative Analyst I
2. One (1) General Laborer (Public Works)
3. Two (2) Water Distribution Operators I/II (Public Works)
4. Two (2) Water Treatment Plant Operators (Public Works)
5. One (1) Water Treatment Maintenance Worker I/II/III (Public Works)
6. One (1) Water Treatment Instrument Technician I/II (Public Works)
7. Fund one (1) Equipment Mechanic I/II position in lieu of one (1) Fleet Technician (PW)
8. Two (2) Community Service Officers (CSOs) (Police)
9. Fund one (1) Human Resources Specialist position in lieu of one (1) Human Resources Technician (HR)
10. Fund one (1) Building Inspector position in lieu of one (1) Code Enforcement Officer (Community Development)
11. Increase Recreation Part-Time Help Budget
12. Two New Vehicles for 2 new CSO's added

Budget Summary

Fiscal Year 2025 General Fund expenditure figures have been revised to include the approved positions in the amount of \$243,234 (refer to Attachment A, Exhibit C). An additional \$2,050,925 in vacancy savings, for a total of \$4,065,926 anticipated vacancy savings have also been built in. As a result of the changes incorporated, the projected transfer from the Budget Stabilization Fund has been reduced \$1,707,706 from the figures presented on May 14th to \$4,617,143 and the balance of the Stabilization Fund at June 30, 2025 is projected to be \$31,710,235. Updated General Fund projections are provided in **Attachment C**.

The Budget Summary Table on the following page incorporates amendments from **Attachment A, Exhibits A and C**.

**General Fund
 Budget Summary Table**

	2023-24 Revised	2024-25 Revised
Beginning Balance, July 1	\$37,899,927	\$32,555,999
Revenue Source:		
Taxes	57,469,985	59,401,803
1% Sales Tax	20,118,263	20,594,826
Licenses & Permits	2,790,240	2,809,040
Fines & Penalties	40,100	75,100
Investment Income & Rentals	1,765,000	1,175,000
Revenue from Other Agencies	893,586	188,615
Current Service Charges	4,950,117	5,103,902
Other Revenue	2,785,121	527,784
Transfers In	4,625,713	7,426,288
Total Revenue	95,438,125	97,302,358
Expenditures:		
Legislative & Administrative	6,377,726	7,068,042
Finance	1,884,071	2,274,530
Nondepartmental	9,442,844	6,208,179
Public Works	14,737,733	14,748,957
Police Services	52,759,338	53,531,899
Police Services-Animal Support	2,197,978	2,372,047
Recreation/Community Svs.	4,611,433	4,712,375
Pub. Safety & Community Resources	2,394,597	2,679,570
Community Development	6,376,333	8,323,902
Total Expenditures	100,782,053	101,919,501
Budget Stabilization Transfer	0	4,617,143
Surplus/(Deficit)	(5,343,928)	0
Ending Balance, June 30	\$32,555,999	\$32,555,999
Committed-Comp. Absences	150,000	150,000
Committed-Litigation Reserve	0	500,000
Committed-Comm. Dev. Fees	1,116,493	235,664
Assigned – Encumbrances & Projects	0	0
Unassigned Fund Balance	\$31,289,506	\$31,670,335
Percentage of Revenue	32.79%	32.55%

Other Requests

The following requests City Council asked to re-visit once a budget was brought back with more precise budget figures that included vacancy savings. These are not included in the table above or amendments in Exhibits A and B and will be included in the resolution in Attachment B should Council desire to approve the items at this meeting. **Attachment F** summarizes the requests and the associated costs.

1. City Council has previously expressed the desire to have a budget allocation available to use for community events in each District. Direction is requested if City Council would like to add \$2,000 for each District and \$4,000 for the Mayor for City-Wide events for a total of \$12,000 in funding from the General Fund in FY25.
2. \$80,000 from the General Fund in FY25 for the mural program.
3. \$60,000 from the General Fund in FY25 to update the City's Cost Allocation and Fee Structure. The City last conducted a comprehensive cost allocation and fee study in 2018 to analyze fees charged by the City to the public and interfund allocations between internal City funds to ensure are fees are structured to adequately cover the cost of services provided. Minimal updates have been requested by staff through the City's annual Master Fee review. It is fiscally prudent to have a thorough review of fees at least every five years to ensure fees charged are in parity to the cost of providing services so that the City is not subsidizing cost of services.
4. \$100,000 increase in General Fund funding in FY25 for outsourcing internal affairs investigations in the Police Department. Outsourcing to an independent entity can enhance the process's credibility and impartiality, as external investigators are less likely to have conflicts of interest with the department's personnel. It will also bring specialized expertise and resources that the department may lack, improving the thoroughness and quality of investigations. Furthermore, this approach can strengthen public trust, as it demonstrates the department's commitment to transparency and accountability in addressing misconduct.
5. \$500,000 from the General Fund to continue the replacement of EBRCS radios for the Police and other City departments. The radios are reaching the end of their useful lives and will cost approximately \$2M to replace them all. Replacement began in FY24 and \$500,000 is being requested to stagger replacement over four fiscal years in total (FY24, FY25, FY26 and FY27). The requests for FY26 and FY27 will be included in the next upcoming two-year budget cycle next year.
6. \$10,099 increase in the City Council FY25 General Fund budget to join the United States Conference of Mayors enabling the City to apply for several grants we would not otherwise be eligible for. Membership fees will increase 3% thereafter. Council member Torres-Walker requested more information on the organization, provided in **Attachment E**.
7. \$210,000 in FY24 and \$350,000 in FY25 from the General Fund for 8000 sq. ft. of concrete replacement at City parks and other parks maintenance work. The FY25 budget figure requested anticipates contract price increases when the City goes out to bid for services.
8. \$85,000 in FY25 for extra tree work in the Street Light & Landscape Districts. Funding for this request would require an increase in the General Fund contribution to the Districts.

ARPA AND ONE TIME REVENUE ALLOCATIONS

The City of Antioch received a total of \$21,550,900 in ARPA funds. **Attachment D** provides the list of programs/projects approved for funding by the City Council. All funds have been allocated but not fully spent as of March 31, 2024. Funds must be obligated (in contract) or expended by December 31, 2024. Funds obligated by December 31, 2024 but not yet spent, have to be spent by December 31, 2026.

The Public Safety and Community Resources (“PSCR”) Department is requesting an increase in the contract with Felton Institute for the Angelo Quinto Community Response Team (“AQCRT”). ARPA funds in the amount of \$3.6M were approved for mental health response. The current contract with Felton Institute, set to expire on November 30, 2024, has proven to be instrumental in providing essential services, particularly through the AQCRT. Given the remarkable outcomes and the indispensable role played by the Felton Institute, PSCR propose extending the current agreement through November 30, 2025. Between July and December 2023, the AQCRT responded to an impressive 2,697 non-life-threatening 911 calls. These calls encompassed a range of crucial services, including mental health assistance, de-escalation interventions, and welfare checks. The team's proactive engagement and seamless coordination with the Antioch Police Department have rendered them an invaluable resource for our community.

The success of the AQCRT underscores the critical importance of continuing and expanding their services. As anticipated by Interim Police Chief Addington, there is a projected increase in call volumes, particularly during warmer weather months. To effectively manage this surge and maintain optimal response times, it is imperative to enhance the resources allocated to the AQCRT. By bolstering the AQCRT's resources, we can mitigate the risk of delays in responding to community needs, thereby enhancing public safety.

The PSCR Department is requesting a 1-year contract extension with Felton Institute for the AQCRT through November 1, 2025 in the amount of \$2,100,000. In order to fund the increase with ARPA, City Council would need to consider re-allocating funds from other approved budgets.

Attachment D outlines the approved ARPA allocations. \$1,377,841 of funds were dedicated to project Homekey, with an additional \$1,122,159 in one-time revenues out of the General Fund for a total Homekey match of \$2.5M. As the City did not find it viable to apply for the last round of Homekey, City Council could consider using the \$1,377,841 of the ARPA portion towards the contract extension. The remaining difference of \$722,160 (from the \$2.1M contract increase request) could be re-allocated from the \$4.3M for the Public Safety and Community Resources Facility. The amount was originally based on a very loose estimate of rehabilitating the building on W. 10th Street, which was later determined to be over \$12M to rebuild. City Council recently approved the purchase of the old PG&E facility which will now house the PSCR Department and other City staff. It is estimated that after purchase and furniture/interior redesign costs, approximately \$1.7M will remain out of the \$4.3M budget.

If City Council concurs, City Council will need to consider how to allocate the remaining ARPA funds that were budgeted for the facility, approximately \$1M. In addition, City Council direction for use of the one-time revenues dedicated to Homekey match in the amount of \$1,122,159 is requested. Possibilities include (but not limited to):

1. Continue to hold for future Homekey/housing grant applications
2. Waterpark facility repairs
3. EBRCS radio replacement
4. Use for "Other Budget Requests" totaling \$210,000 in FY24 and \$1,197,099 in FY25 that are one-time in nature (refer to Attachment F)
5. Return to General Fund reserves
6. Pay down Police Supplementary Plan unfunded liability (\$389,929)

OTHER FUND BUDGET ADJUSTMENTS

Budget amendments for other funds are outlined in **Attachment A, Exhibit B**. The most significant adjustments to expenditures included are to account for the increase in liability insurance premiums and PG&E rate increases allocated to various funds.

ATTACHMENTS

- A.** Resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets
 - Exhibit A – General Fund Amendments
 - Exhibit B – Other Fund Amendments
 - Exhibit C – Staffing Amendments
- B.** Resolution approving amendments to the 2023/24 and 2024/25 fiscal year budgets approved on June 11, 2024
- C.** General Fund Projections
- D.** Approved ARPA Allocations
- E.** Information of United States Conference of Mayors
- F.** Other Budget Requests

ATTACHMENT A

RESOLUTION NO. 2024/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
AMENDMENTS TO THE 2024 AND 2025 FISCAL YEAR BUDGETS**

WHEREAS, City Council deliberated mid-year budget requests for the FY23-25 budget at a May 14, 2024 Special Meeting of the Antioch City Council; and

WHEREAS, the City Council desires to amend the FY24 and FY25 budgets as proposed in Exhibits A, B and C incorporated herein;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Antioch hereby approves amendments to the fiscal year 2024 and 2025 budgets incorporated as Exhibits A, B and C herein.

* * * * *

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 11th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT A
GENERAL FUND BUDGET AMENDMENTS - FY24 & FY25

	<u>FY24</u> <u>Amendment</u>	<u>FY25</u> <u>Amendment</u>
Revenues:		
Taxes	\$ (323,662)	\$ (270,000)
Revenue from Other Agencies	97,561	38,615
Licenses & Permits	51,000	58,800
Fines & Penalties	(35,000)	-
Service Charges	108,505	(10,600)
Investment Income & Rentals	1,100,000	500,000
Miscellaneous Revenue	(177,469)	7,584
Transfers In	44,705	-
Total Revenue Amendments	\$ 865,640	\$ 324,399
Total Revised Revenues	\$ 95,438,125	\$ 97,302,358
Expenditures:		
Operating Expenditures	\$ (290,573)	\$ (1,543,163)
Transfers Out - Marina	-	64,375
Transfers Out - Animal Services	-	(40,730)
Transfers Out - Recreation	149,306	226,663
Total Expenditure Amendments	\$ (141,267)	\$ (1,292,855)
Total Revised Expenditures	\$ 100,782,053	\$ 101,919,501
Budget Stabilization Transfer In	\$ -	\$ (633,772)
Total Revised Transfer	\$ -	\$ 4,617,143

**EXHIBIT B
OTHER FUND BUDGET AMENDMENTS - FY24 & 25**

Fund/Category	FY24 Amendment	FY25 Amendment	Purpose
Loss Control Internal Service Fund:			
Revenues	416,088	-	Increase interest projections/Billings to dept. for insurance
Expenditures	(35,338)	211,356	FY25 Workers Comp premium increase
NPDES Special Revenue Fund:			
Expenditures	(46,450)	8,226	Reduce Trash Capture FY24 budget/FY25 insurance premium increase
Solid Waste Special Revenue Fund:			
Revenues	16,987	-	Interest earnings and misc. revenues projection increase
Expenditures	-	2,691	Insurance premium increase
Recreation Special Revenue Fund:			
Expenditures	149,306	226,663	Corr. IT support allocation budget/PG&E rate increase/insurance/PTH budget increase
Transfers In	149,306	226,663	Increase GF subsidy expense increases
Housing Successor Special Revenue Fund:			
Revenues	(154,591)	(252,210)	Adjust loan payoff/interest accruals
Expenditures	75,000	-	Increase Shelter Inc budget per approved Action Plan
CDBG RLF Special Revenue Fund:			
Revenues	(155,260)	(157,957)	Adjust loan interest accruals
CDBG Special Revenue Fund:			
Expenditures	-	(25,000)	Reduce budget for Downtown Roadway project
Byrne Grant Special Revenue Fund:			
Revenues	47,058	-	Budget for 2022 JAG grant allocation
Expenditures	2,353	-	Budget for 2022 JAG grant spending
Transfers Out	44,705	-	Budget for 2022 JAG grant spending
Gas Tax Special Revenue Fund:			
Revenues	163,451	(66,436)	Grant reimbursement for Local Roadway Safety Plan/adjust Gas Tax estimates
Expenditures	150,725	51,155	PG&E rate increase/reclass Admin Analyst position higher
RMRA Special Revenue Fund:			
Revenues	(50,623)	195,341	Adjust RMRA estimates
Expenditures	(3,123,409)	2,374,685	Reduce CIP budget for pavement project & increase L St/Pavement Plug Proj. to FY25
Information Systems Fund:			
Revenues	21,800	-	Increase interest projections/billings to departments
Expenditures	26,734	189,952	DUO security multi-factor authentication software/insurance prem./phone system upgrade/PTH for GIS software implementation/projected vacancy savings
Budget Stabilization Fund:			
Expenditures	(602,100)	-	Reduce OPEB contribution from fund required
Transfers Out	-	(633,772)	Revise for General Fund amendments
Vehicle Maintenance Fund:			
Revenues	10,000	-	Increase interest projections
Expenditures	6,622	92,875	PG&E rate increase/insurance premium increase/parts & tools needed/Fleet Tech to Mechanic
Vehicle Replacement Fund:			
Revenues	462,785	-	Increase interest projections/increase replacement funds/auction proceeds
Expenditures	117,737	427,802	Additional vehicles needed
Opioid Settlement Abatement Trust Special Revenue Fund:			
Revenues	3,894	-	Budget for current year funds received
Opioid Settlement - Jansen Special Revenue Fund:			
Revenues	11,996	-	Increase budget for current year funds received
Opioid Settlement - Distributor Special Revenue Fund:			
Revenues	9,939	22,603	Increase budget for current year funds received/Estimate for FY25
Kaiser Public Benefit District Fund:			
Revenues	56,000	1,000	Budget for interest earnings
Expenditures	1,948,737	-	Reimbursement required under agreement
Measure J Special Revenue Fund:			
Revenues	195,567	-	Increase for actual Measure J funds received/Interest projections
Expenditures	26,000	75,000	Increase budget for staff time charged to projects/increase Traffic Calming project
Park in Lieu			
Revenues	297,566	-	Increase project Park in Lieu fees collected/Prop 68 grant for parks
Expenditures	247,566	-	Increase park project for Prop 68 grant funds
Transfers Out	(250,000)	(250,000)	Remove transfer to Development Impact - Parks
Development Impact Fee - Parks			
Revenues	88,000	-	Increase interest projections
Transfers In	(250,000)	(250,000)	Remove transfer to Park in Lieu
Development Impact Fee - Police			
Revenues	27,000	-	Increase interest projections
Expenditures	280,436	-	Increase in patrol vehicles purchased
Water Enterprise Fund:			
Revenues	17,225,473	1,219,080	Reconcile grant/SRF funds retention & re-allocate to FY25/interest/fee projections
Expenditures	(8,443,006)	7,226,279	SRF loan interest/banking fees/PG&E increase/insurance premium increase/vacancy savings/increase water purchases/CIP adjustments/new staffing
Water System Improvement Enterprise Fund:			
Revenues	55,000	678,900	New Facility Reserve Fee adopted 5.14.24
Sewer Enterprise Fund:			
Revenues	216,735	822,545	Increase projected interest income/Sewer service fees
Expenditures	(1,414,990)	477,717	CIP to FY26/vacancy savings/Banking fees increase/insurance premium increase/OT projection increase

**EXHIBIT B
OTHER FUND BUDGET AMENDMENTS - FY24 & 25**

Fund/Category	FY24 Amendment	FY25 Amendment	Purpose
Marina Enterprise Fund:			
Revenues	(37,500)	(38,500)	Reduce rent for cancelled lease
Transfers In	-	64,375	Increase Gen Fund transfer for revenue/expenditure amendments
Expenditures	8,514	25,875	PG&E rate increase/insurance premium increase
Capital Improvements Fund:			
Revenues	(13,246,941)	13,008,000	Reduce TDA project reimbursement to actual/NE Annexation revenues/move L St to FY25
Expenditures	(13,077,365)	13,008,000	TDA project paid in prior year/move L St to FY25
Traffic Signal Special Revenue Fund:			
Revenues	(2,506,000)	2,525,540	Grant reimbursable project moved to FY25
Expenditures	(2,829,588)	2,800,600	FY24 traffic signal projects pushed out to FY25 and FY29
Child Care Special Revenue Fund:			
Revenues	2,000	-	Increase interest earning projection
Expenditures	391	419	Insurance premium increase/Council forgiveness of Lynn House rent
Civic Arts Special Revenue Fund:			
Revenues	3,000	-	Increase interest earning projection
Expenditures	6,449	636	Insurance premium increase/Council forgiveness of Lynn House rent
Animal Services Special Revenue Fund:			
Transfers In	-	(25,627)	Adj Gen Fund transfer for amendments
Expenditures	-	(40,730)	Insurance premium increase/vacancy savings
SLLMD Special Revenue Funds:			
Revenues	48,000	-	Increase interest projections
Transfers In	-	11,575	Increase transfers between SLLMD funds for expenditure amendments
Transfers Out	-	11,575	Increase transfers between SLLMD funds for expenditure amendments
Expenditures	-	46,575	Insurance premium increase/slurry trails in District 1A
Storm Damage Special Revenue Fund:			
Revenues	(2,363,868)	-	Adjust projected FEMA & State reimbursements
Expenditures	(2,353,942)	-	Adjust Fema projects
Federal Asset Forfeiture Special Revenue Fund:			
Revenues	23,554	-	Increase revenues for YTD actuals received
Post Retirement Medical - Police Special Revenue Fund:			
Revenues	10,000	60,000	Increase in payroll allocation for retiree payments
Expenditures	35,000	60,000	Increase in retiree payments
California Volunteers Grant Special Revenue Fund:			
Revenues	-	540,135	Establish grant fund for #CaliforniaForAll Youth Service Corps.
Expenditures	-	540,135	Establish grant fund for #CaliforniaForAll Youth Service Corps.
American Rescue Plan Special Revenue Fund:			
Revenues	250,000	-	Increase interest and banking fees projections
Expenditures	20,000	-	Increase interest and banking fees projections
Supplemental Law Enforcement Special Revenue Fund:			
Revenues	75,500	-	Increase projections of SLESF funds received/Interest
Expenditures	70	-	Increase banking fees projection

**EXHIBIT C
STAFFING AMENDMENTS**

STAFFING	Department	FY24	FY25	FY25	Other Fund
		General Fund Amendment Included in Exhibit A	General Fund Amendment Included in Exhibit A	Other Fund Amendment Included in Exhibit B	
Administrative Analyst II/III in Lieu of Administrative Analyst I	Public Works	\$ -	\$ 9,705	\$ 29,114	Wtr, Swr, Gas Tax
General Laborer Reduce Part-Time Help	Public Works	-	137,237 (53,430)	-	
Two (2) Water Distribution Operators I/II Reduce overtime	Public Works	-	-	342,878 (200,000)	Water
Two (2) Water Treatment Plant Operators	Public Works	-	-	507,056	Water
Water Treatment Maintenance Worker I/II/III	Public Works	-	-	216,684	Water
Water Treatment Instrument Technician I/II	Public Works	-	-	216,684	Water
Equipment Mechanic I/II in Lieu of Fleet Technician	Public Works	-	-	15,083	Vehicle Maintenance
Two (2) Community Service Officers Cancel SP Plus parking contract	Police	-	329,735 (260,000)	-	
Human Resource Specialist in Lieu of Human Resources Technician	Human Resources	-	31,333	-	
Recreation Part-Time Help	Recreation	83,063	83,063	-	
Building Inspector in Lieu of Code Enforcement Officer	Community Development	-	(34,409) (A)	-	
TOTAL STAFFING AMENDMENTS		\$ 83,063	\$ 243,234	\$ 1,127,499	

(A) Net budget savings due to anticipating 3 mos vacancy until Building Inspector position filled

ATTACHMENT B

RESOLUTION NO. 2024/XX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AMENDMENTS TO THE 2023/24 AND 2024/25 FISCAL YEAR BUDGETS FOR OTHER BUDGET ITEMS UNDER CONSIDERATION AND APPROVED ON JUNE 11, 2024

WHEREAS, the City Council of the City of Antioch has considered other budget items as presented by the City’s Finance Director in the staff report of June 11, 2024 entitled, “Fiscal Year 2023-25 Mid-year Budget”;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Antioch hereby approves the other amendments to the fiscal year 2023/24 and 2024/25 budgets discussed and approved at the City Council meeting of June 11, 2024 incorporated herein by reference and attached hereto as Exhibit A.

* * * * *

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 11th day of June 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

GENERAL FUND PROJECTIONS 6.11.24

	2023-24	2024-25	2025-26	2026-27	2027-28
Beginning Fund Balance	\$37,899,927	\$32,555,999	\$32,555,999	\$32,555,999	\$32,555,999
Taxes	57,469,985	59,401,803	61,401,371	63,149,724	64,951,394
1% Sales Tax	20,118,263	20,594,826	21,448,100	22,005,800	22,545,500
Services Charges/Permits	7,740,357	7,912,942	7,702,306	7,973,627	8,249,800
All Other Revenues	5,483,807	1,966,499	1,546,300	1,556,300	1,566,300
Transfers In	4,625,713	7,426,288	4,468,140	4,531,608	4,597,381
Total Revenues	95,438,125	97,302,358	96,566,217	99,217,059	101,910,375
		2%	-1%	3%	3%
Personnel	56,110,098	66,255,041	73,687,238	76,533,441	79,189,393
Services/Supplies/Transfers	44,671,955	35,664,460	35,874,238	36,244,692	37,576,631
Total Expenditures	100,782,053	101,919,501	109,561,476	112,778,133	116,766,024
		1%	7%	3%	4%
Transfer In Budget Stabilization	-	4,617,143	12,995,259	13,561,074	1,253,902
Surplus/(Deficit)	(5,343,928)	-	-	-	(13,601,748)
Ending Fund Balance	\$32,555,999	\$32,555,999	\$32,555,999	\$32,555,999	\$18,954,252
Committed	1,266,493	885,664	1,110,779	1,338,296	1,568,263
Unassigned	\$31,289,506	\$31,670,335	\$31,445,220	\$31,217,703	\$17,385,989
Unassigned %	32.79%	32.55%	32.56%	31.46%	17.06%

*Budget Stabilizations funds depleted FY28

ATTACHMENT D

APPROVED ARPA ALLOCATIONS

	<u>Budget</u>
MAP	\$ 625,000.00
Mental Health Crisis Response	3,600,000.00
Bridge Housing Lease	2,600,000.00
Bridge Housing Support Services	3,100,000.00
Meals on Wheels	25,000.00
Small Business Grants	500,000.00
Façade Improvement Grants	500,000.00
Small Business Support	1,500,000.00
Wi-Fi Install Downtown/Maintenance	110,000.00
Homekey Match*	1,377,841.00
Government Services Category	
Prewett Perimeter Fence (Govt Services)	500,000.00
Pub Safety Comm Resources Facility (Govt Services)	4,300,000.00
Government Services (offset FY25 GF Expenses)	2,813,059.00
Total ARPA money received	\$ 21,550,900.00

***City Council approved \$1,122,159 in one-time revenues towards Homekey Match, for a total of \$2.5M of match funds**

ATTACHMENT E

The United States Conference of Mayors is the official non-partisan organization of cities with populations of 30,000 or more. There are over 1,400 such cities in the country today. Each city is represented in the Conference by its chief elected official, the mayor.

The Conference to this day is a nonpartisan forum where mayors engage directly with the President and Congress on the most pressing issues of the day.

Primary Roles of The Conference

Advocacy

As the leading voice for cities in our nation's capital, the Conference brings together mayors from across the country to engage with the White House, Administration, and Congress to ensure that federal policy addresses the priorities of cities. Mayors have an opportunity to participate in this important work by attending our Winter and Annual Meetings, joining our Hill visits, and serving on our Standing Committees where the Conference's policy priorities are shaped.

Networking

Serving as mayor is like no other job in the world. Through the Conference you can connect, network, and share with other mayors. You can also partner with the nation's leading businesses through our Mayors Business Council to create opportunities for your city. The Conference's vast array of virtual meetings, webinars and in-person events offer formal and informal opportunities for you to grow your network — providing support, insight, and camaraderie for years to come.

Promote Your City

As a member, you have access to the Conference's communications resources to help tell your city's story. The Conference regularly inserts mayors into the national conversation both through earned media campaigns and comprehensive digital initiatives. Additionally, the Conference offers tactical support and strategic counsel to your communications team to help promote the great things you are doing in your city and elevate your voice.

Best Practices

The Conference offers an unparalleled platform for mayors to share best practices on how they are tackling challenges in a variety of issue areas. These are collected and showcased in a range of reports, surveys, forums, and on our website. In addition, our awards program allocates more than \$1 million dollars in grants every year. These awards not only provide critical funding for new initiatives, but they also celebrate your city's creative and innovative solutions.

**ATTACHMENT F
OTHER BUDGET REQUESTS**

OTHER BUDGET REQUESTS	DEPARTMENT	FY24 General Fund Cost	FY25 General Fund Cost
City Council Community Events	City Council	\$ -	\$ 12,000
United States Conference of Mayors membership	City Council	-	10,099
Mural Program	Recreation	-	80,000
Cost Allocation and Fee Study	Finance	-	60,000
EBRCS	Police	-	500,000
Outsource of Internal Investigations	Police	-	100,000
Concrete replacement various parks	Public Works	210,000	350,000
Extra tree work in SLLMD	Public Works	-	85,000
TOTAL OTHER BUDGET COSTS		\$ 210,000	\$ 1,197,099



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Discussion Item: Councilmember Compensation - Senate Bill 329
Increases the Compensation Limits for City Councilmembers

RECOMMENDED ACTION

It is recommended that the City Council provide direction to staff as to whether to prepare an ordinance increasing councilmember compensation to the amount permitted by Senate Bill 329 (2023).

FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

DISCUSSION

On June 29, 2023 Governor Newsom signed into law Senate Bill 329 ("SB 329"), which increases the compensation that councilmembers of general law cities may receive for their work.

1. Why Did the State of California Increase the Councilmember Compensation Limit?

The State Legislature found and declared the following reasons for adopting Senate Bill 329 to increase the compensation limits for City Councilmembers:

- (a) The compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation.
- (b) Allowing cities to adjust their compensation for inflation since 1984 may help city councils become more diverse because increased compensation can help individuals from across different income levels receive sufficient income from their service to help ensure that they can continue to serve the public and support their families.

2. What is the Compensation Limit for the Antioch City Council? How is it determined?

Senate Bill 329 amends Government Code section 36516 to increase the maximum amount of salaries identified in the schedule. The maximum salary per city is determined

by each city's population. The City of Antioch is included in the bracket cities over 75,000 up to and including 150,000 in population, which may compensate councilmembers up to and including one thousand nine hundred dollars (**\$1,900**) per month totaling twenty-two thousand eight hundred dollars (**\$22,800 per year**).¹

Senate Bill 329 also authorizes the salary of council members to be increased beyond the specified maximum to an amount not exceeding the greater of either 5% for each calendar year from the effective date of the last adjustment of the salary or an amount equal to inflation since January 1, 2024, based on the California Consumer Price Index (not to exceed 10% per calendar year).

3. What is the Process for a City Council to Increase its Compensation?

Government Code section 36516 authorizes a city council to enact an ordinance providing each member of the city council a salary, within a maximum limit based upon the population of the city in accordance with a specific schedule. Salary increases cannot exceed 5% for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted.

SB 329 requires the City Council to pass an ordinance increasing council member compensation. The city council must consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council. At the first meeting, the city council must present the proposed ordinance and it must include findings demonstrating the need for the increased compensation. At the second meeting, the city council may consider whether to adopt the ordinance. A majority vote of the entire Antioch City Council is required. If the ordinance passes, it will become effective 30 days after the date of adoption.

SB 329 went into effect on January 1, 2024. In accordance with Government Code section 36516.5, any council salary increase takes effect when at least one member of the council commences a new term. Therefore, if the Antioch City Council adopts an ordinance concerning this matter and the ordinance becomes effective prior to the November 2024 election, the councilmember salary increases would become effective upon the commencement of new councilmember terms following the November 2024 election.

An ordinance cannot be enacted or amended to provide automatic future increases in salary. Any retirement, health and welfare, federal social security benefits, or reimbursement for actual and necessary expenses are not included for purposes of determining salary under section 36516.

ATTACHMENTS

None.

¹ Government Code 36516(a)(1)(D)



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item - Discussion on Funding for Street Cameras

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Ogorchock's request to hold a discussion on funding for street cameras.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Potential of Creation of Diversity, Equity, Inclusion, and Belonging (DEIB) Officer Position

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider the potential creation of a Diversity, Equity, Inclusion, and Belonging (DEIB) - Officer position.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Potential of Creation of Health and Safety Analyst Position for the Human Resources Department

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Torres-Walker's request to consider the potential creation of a Health and Safety Analyst position for the Human Resources Department.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Discussion of California Business Roundtable Ballot Measure

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Ogorchock's request to hold a discussion on the California Business Roundtable ballot measure.

ATTACHMENTS

None



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 11, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kwame P. Reed, Acting City Manager *KPR*

SUBJECT: City Council Requested Discussion Item – Potential Development of Policy on use of Native Plant Species for New Developments

RECOMMENDED ACTION

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

FISCAL IMPACT

The recommended action has no fiscal impact at this time.

DISCUSSION

This item is for the City Council's discussion at Councilmember Ogorchock's request to consider the potential development of a policy on the use of native plant species for new developments.

ATTACHMENTS

None

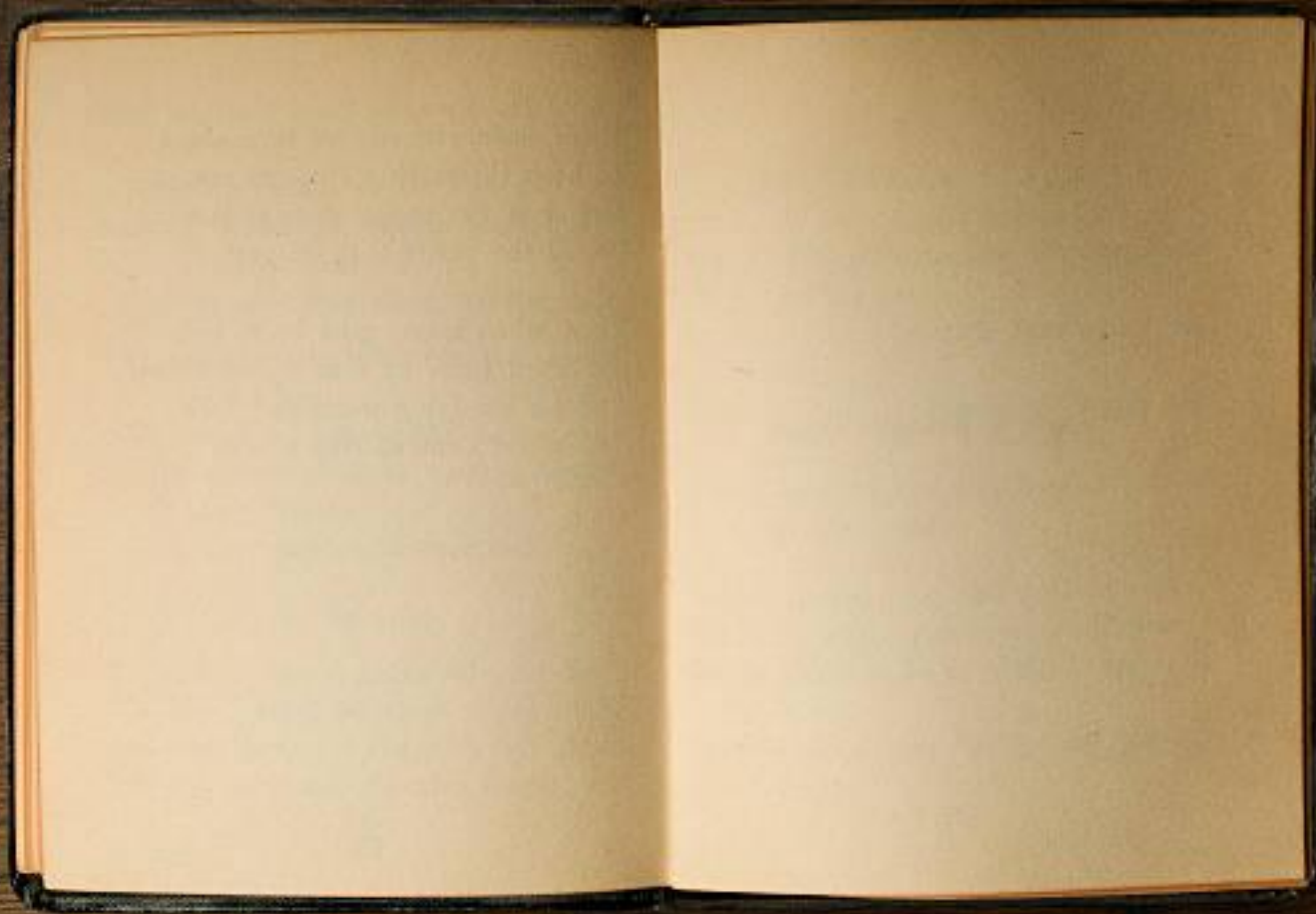
ANTIOCH, CAL.

THIS WAY IN

#4

Antioch Historical Society

Post Office Box 25 Antioch, California 94509






This is true of all of California,
not just Antioch

2021



California City Apologizes for Treatment of Early Chinese Immigrants

The mayor of Antioch, Calif., said the city was going to do the site of its former Chinatown as a historic district.

 [Share full article](#)



Asian American Artists Light Up Buildings With Guerilla Messages of Solidarity

By [Sarah Hotchkiss](#)  Jul 1

 Save Article



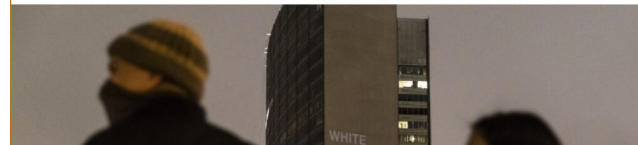
"Asian America is America" projected above Oakland's Lake Merritt for 'Dear America,' 2021. (Christy Chan)

[EVENT SEARCH](#)[MOVIES & TV](#)[MUSIC](#)[THEATER](#)[DANCE](#)

ART & EXHIBITS

Dear America Project gives Asian American artists the space to react to anti-Asian hate

Morayo Ogunbayo | July 16, 2021 Updated:
July 19, 2021, 5:11 pm





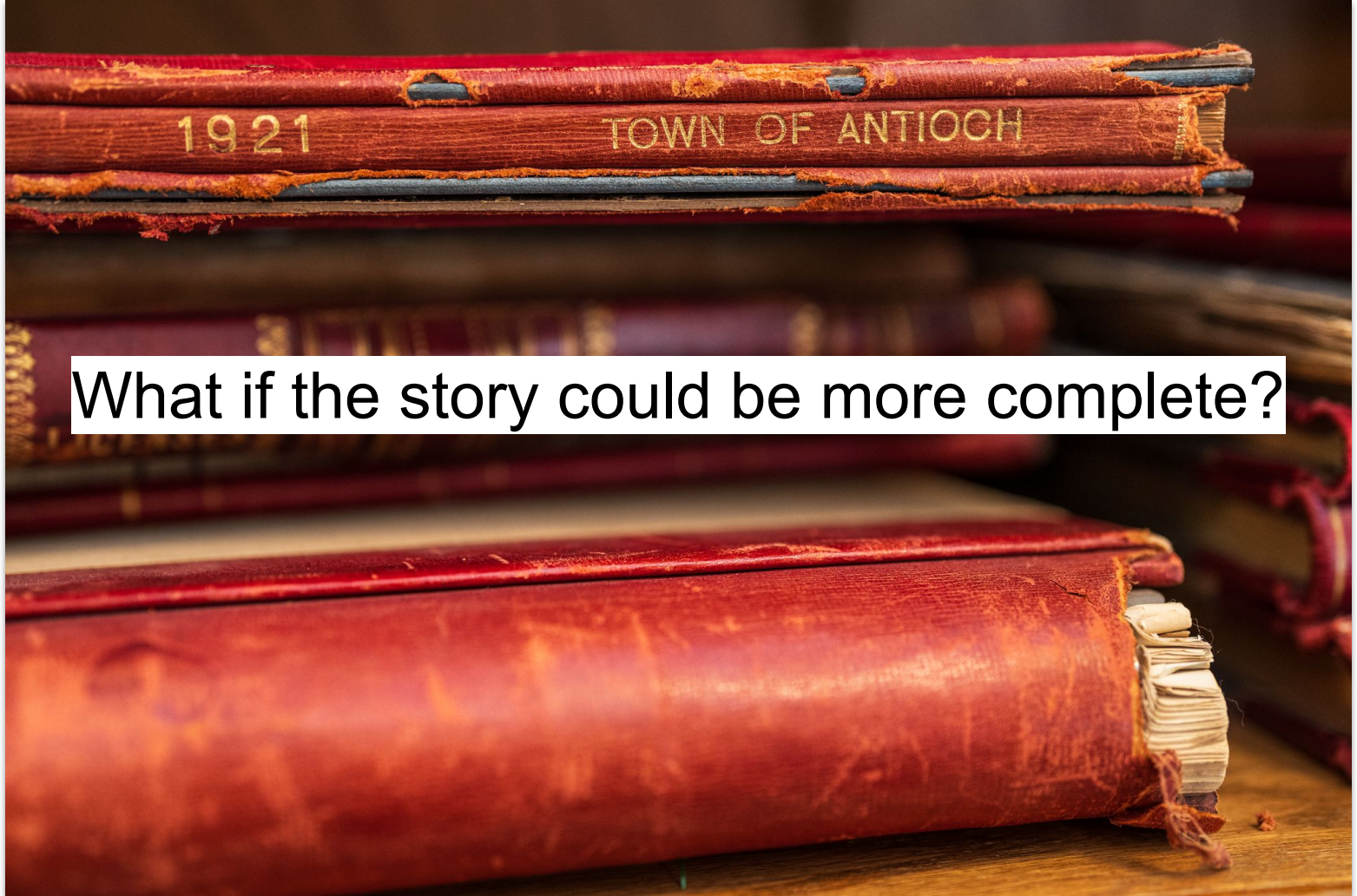
PAST WORK BY CHRISTY CHAN STUDIO

That's why we're here today.

Common values, and a parallel path.



Antioch history is California History



What if the story could be more complete?



What comes after sorry?

ANTIOCH, CAL.

THIS WAY IN

Started in 2022

Antioch Historical Society

Post Office Box 25 Antioch, California 94509

\$75K granted so far by national and local funders:

- Creative Capital Foundation
- Yerba Buena Center for the Arts (Bay Area)
- East Bay Artist Fund x Kala Art Institute (Bay Area)

As of 6/2024 Project has been categorized as a United Nations Healthy Communities project

The project will gather fifth-generation Chinese-Californians to **co-create** a series of public art installations that celebrate the lives of the early Chinese in Antioch.

Phase 1 (1.5 years)

Search for descendants / fifth generation Chinese Americans.

Immigration patterns show that local families moved around the Bay Area, rather than returned to China.

Phase 1 (1.5 years)

Research the tunnels.

Involve AAPI historians, with local knowledge.

Phase 2 (1 year): Develop a large scale series of public art inspired by the stories we find.

Art to be determined after research, but will likely involve contemporary, large scale, multi media installations; utilizing the project team's capabilities

Project Uniqueness:

Let a community speak for itself.

Oral Storytelling has been the means by which many marginalized communities have kept their stories alive. Stories passed through families matter.

Intimate lens: Community and cultural insight

In difficult times, art can bring people together.

Art allows us to see ourselves in each other.

The Goal:

Start conversations that matter to the entire
Bay Area and California

The Goal:

Self-representation by Chinese-Americans reflects the missing story of broader Bay Area and California.

Title: This Way In

Inspired by the resilience of
Chinese-Americans who found
ways to build lives, build community.

ANTIOCH, CAL.



A way into history

A way into conversation.

A way to see ourselves in each other

A way to see that there is no such thing as model minority. We are all connected... by struggle, and messy histories.

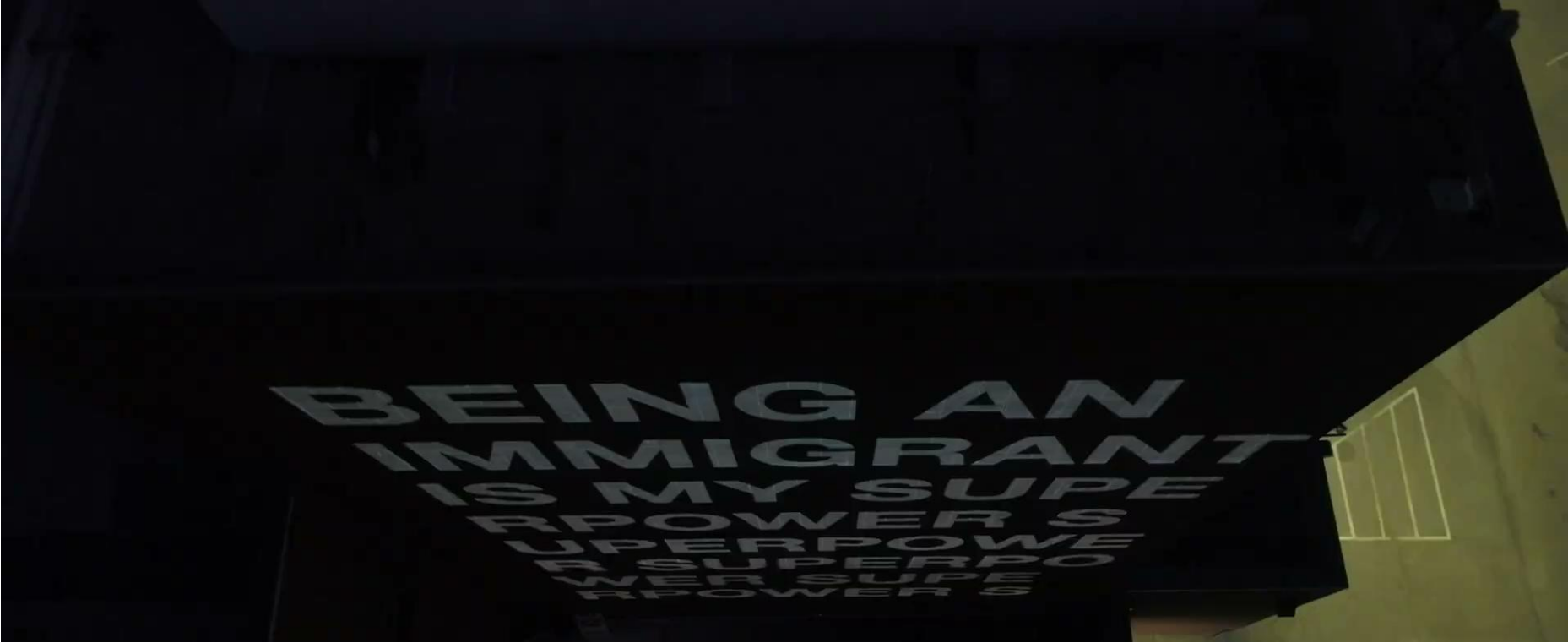
A contemporary kind of public art.

The people's art

Work will be informed by past work and
unique capabilities of the studio.



PAST PRODUCTIONS BY CHRISTY CHAN STUDIO

A photograph of a dark, textured surface, possibly a wall or a large piece of fabric, with white text printed on it. The text is arranged in a grid-like pattern, with the words "BEING AN IMMIGRANT IS MY SUPERPOWER" repeated in a slightly offset manner to create a sense of depth and repetition. The lighting is dramatic, with the text standing out against the dark background. To the right, a portion of a light-colored wall with a window frame is visible.

BEING AN
IMMIGRANT
IS MY SUPE
RPOWER S
UPERPOWE
R SUPERPO
WER SUPE
RPOWERS

PAST WORK BY CHRISTY CHAN STUDIO



黑命
BLACK LIVES
攸關
MATTER

Better together.

FOR FREEDOMS

The studio is recognized for making work that

- creates space for dialogue and vulnerability

- speaks to cultural moments

- communities value which cultivates our sense of connection to each other for the long term

We are not only seasoned filmmakers and storytellers, this is more than a job

We believe:

Operating with cultural sensitivity
community insight and nuance matters

A deep intimate love of community matters.

If you don't start with that, you can't spread it.

TEAM - Christy Chan - Studio Lead

Christy Chan is a Filmmaker, Artist and Creative Director with thirty years experience launching projects that speak to cultural moments and create collective platforms for untold and under-represented American stories, for both the for profit and non profit sectors. Her work has run in 18 countries including the U.S. and has been disseminated as case studies in the for profit sector for social good campaigns.

Nike Women's Soccer, Equity for Female Athletes (1998)

Dove Real Beauty Global Launch, Co-Exec Creative Director (2004)

Everybody Eats Lunch (Public Art, 2017) Inside Out (Public Art, 2018)

Dear America (Public Art, 2021) We've Waited Long Enough / Gender Equity in Healthcare Movement (Wall Street Journal, March 2024)

TEAM - Joanne Shen - Co-Producer

Joanne is an Emmy Award winning executive producer with over two decades of experience in documentaries and non-fiction programming. Recently, she was the co-executive producer and a writer for the Peabody and Emmy Award winning "City of Ghosts", an animated docu-style series for Netflix. Her other credits include work for PBS, National Geographic, Current TV, Gizmodo Media Group, Al Jazeera America, Discovery, Fusion and Hearst.

Netflix's *City of Ghosts* Maps a Better Way to See LA—and Everywhere Else

Animator Elizabeth Ito's series is a snugly, funny fighter for telling the diverse stories that shape a city.



TEAM - Trisha Lagaso Goldberg - Advisor

Trisha Lagaso Goldberg is an independent curator and artist. As executive director of Southern Exposure, the acclaimed San Francisco Mission District artist-centered organization and gallery, Lagaso Goldberg launched the Youth Advisory Board and worked with hundreds of artists to organize transdisciplinary contemporary art programs. She is the only woman of color to lead the organization to date. In 2005, Lagaso Goldberg returned to Hawai'i where she piloted the Hawai'i State Foundation on Culture and the Arts' commissioned works branch of its public art program. She was the founding gallery director and curator of the Honolulu Chinatown art space thirtyninehotel and developed an artist residency program that invited artists from outside of the archipelago to create site-specific installations. She is currently researching and developing an exhibition titled, Remittance, for the San Francisco State University's Fine Art Gallery and the Noguchi + Hawai'i exhibition for the Honolulu Museum of Art. She is a member of the Ninth Planet, the collective curating the Lagrange Point exhibition for Slash Art in San Francisco. Lagaso Goldberg lives and works in San Francisco and on the island of O'ahu.

TEAM - Trisha Lagaso Goldberg - Advisor

HYPERALLERGIC

The Breakthrough Retrospective of Carlos Villa

by Vina Orden
April 17, 2022

The New York Times
ARTS | Art We Saw This Spring



Los Angeles Times

ENTERTAINMENT & ARTS

A show devoted to Filipino pioneer Carlos Villa is revelatory

BY CAROLINA A. MIRANDA | COLUMNIST

AUG. 31, 2022 6 AM PT



San Francisco Examiner

Filipino American artist's work makes history in San Francisco exhibits

By Jonathan Curlet Special to The Examiner | Jun 17, 2022 Updated Jun 18, 2022



ARTFORUM



PRINT SEPTEMBER 2022



The San Francisco Standard

ARTS & CULTURE

Erasing Erasure: Two Historic Exhibits Cement the Legacy of Late Filipino Artist Carlos Villa

Written by Marissa
Published on: 04.20.22 | 10:15pm



DATEBOOK

S.F. artist Carlos Villa was told there was no such thing as 'Filipino art.' So he made history

Letha Ch'ien | June 16, 2022 Updated: June 19, 2022, 10:35 am



W

Carlos Villa's First Major Retrospective Makes Filipino Art History

by Isiah Magsino
04.26.22



JUXTAPOZ

Art & Culture

Worlds in Collision: The Groundbreaking Work of Filipino-American Artist Carlos Villa

Asian Art Museum // June 17, 2022 - September 03, 2022

June 21, 2022 | in Painting

TEAM - Gordon Yamate - Advisor

Gordon Yamate (he/him) engages in philanthropy following his professional career as a corporate partner in a national law firm and general counsel of two public companies headquartered in Silicon Valley. He continues as a long-time member of the Board of Trustees of the Japanese American National Museum in Los Angeles, where he chaired the board from 2010 to 2015, and is the immediate past chair of the San Jose Institute of Contemporary Art's Board of Directors. He currently chairs the Town of Los Gatos' Diversity, Equity and Inclusion Commission. In addition to teaching as an adjunct lecturer in law at Santa Clara University Law School, he has served on the boards of numerous nonprofit organizations, including the Silicon Valley Community Foundation and the National Conference of Christians and Jews, Silicon Valley Region. He is interested in using the arts to address issues of racism and to create relationships and opportunities that will promote understanding and tolerance among diverse and polarized communities.

TEAM - Loi Almeron

Loi is a video producer and editor of award-winning investigative documentaries and is currently based in the San Francisco Bay Area. She started her journalism career with Probe Productions, pioneer of the longest running investigative documentaries in the Philippines. She associate produced and co-edited at least 20 full length documentaries for national and international broadcast. One of the first documentaries she worked on, “Johnny: A Juan Ponce Enrile Story”, an in-depth profile of the administrator of Martial Law in the Philippines during the Marcos dictatorship.

Loi provides research assistance on This Way In.

Why Antioch. Why now.

Antioch has already started modeling for other California cities how this delicate, but necessary work can happen.

We believe in doing this work in Antioch.

More firsts for Antioch = More first for California

SUSTAINABLE
DEVELOPMENT
GOALS



“This Way In” and its objectives has recently been categorized under the banner of a United Nations Sustainable Communities project. (June 2024)

The project team has collectively donated 250 hours of time towards the project so far. We are professionals taking on a labor of love.

We want to do it for Antioch, we also want to do this with your support.

The research stage is critical and requires momentum.

We are for the city's support in the form of:

Matching funds to recent grants

\$60K

A physical office / headquarters in historic Antioch.

Give the project a home signals commitment.

Research Phase // Budget

Search for Descendants

Building and launching of project website	\$15K
Social Media, eight month campaign	\$5K
Community ambassadors share word of the project Outreach to schools, churches, community centers	\$10K + in-kind donation
Media Outreach; for preparation of images and press kit)	\$3K + in-kind donations
Analysis of stories, Documentation Costs, Interviews with 5th generation families	\$60K
Project Management and Coordination	\$22K
Optional, one month long, physical storytelling booth located in Antioch facilitated by project team	\$15K

Research of Tunnels

Historian, Archaeologist and Personnel Costs	\$65K
Total Minimum Budget Required for Research	\$195K

Amount Raised

Additional to be raised through	\$72K
NEA grants, Kenneth Rainin Foundation, and more	\$30K

Proposed Request for City

Opportunity for City Support	\$60K
------------------------------	-------

Long Term Timeline - Projected

2024 - 2025 RESEARCH PERIOD

Research of tunnels + Search for descendants of Antioch's early Chinese

Collaboration with key consultants; including Bay Area-based AAPI historian, archaeologist, and safety consultants

Launch of public website, portal for people to contribute stories

Interviews + Video capture of research

Partnerships with local and Bay Area based community AAPI groups

Co-Research with Antioch Historical Society Museum

2026 - 2027 Evaluation of research, Development and Preparation of Public Art Installation

Fundraising for Public Art Installation

Formation of creative team to execute public art

2028 Exhibition, Premiere

Public Programs with intended audience of 500,000 people

(150,00 Antioch, 350,000 broader Bay Area)*

2024 doesn't have to be 1876.

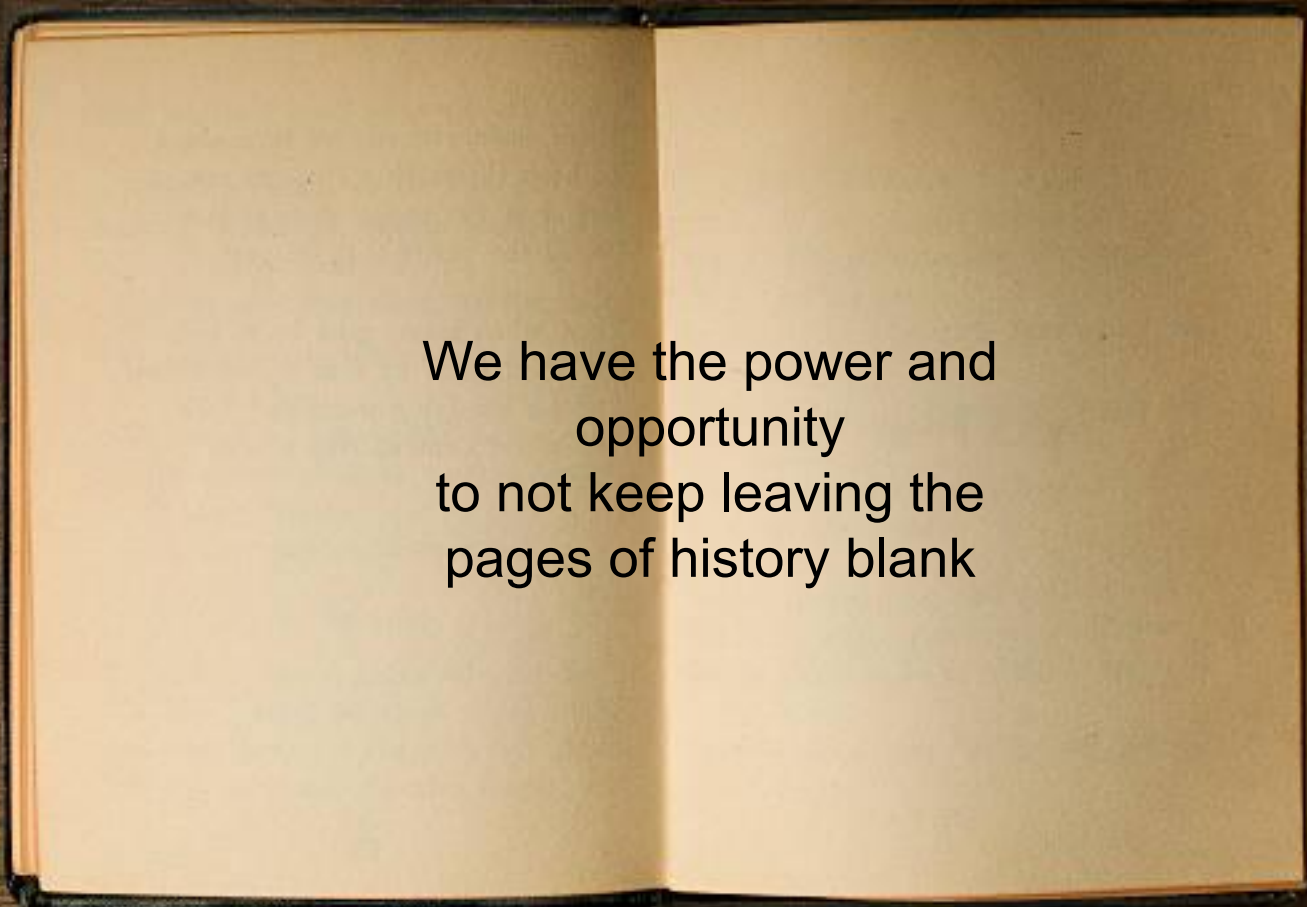
By gathering and sharing the stories of the early Chinese, we can engage and connect people to a collective sense of history, community and purpose.

This work has the potential to draw people to Antioch.

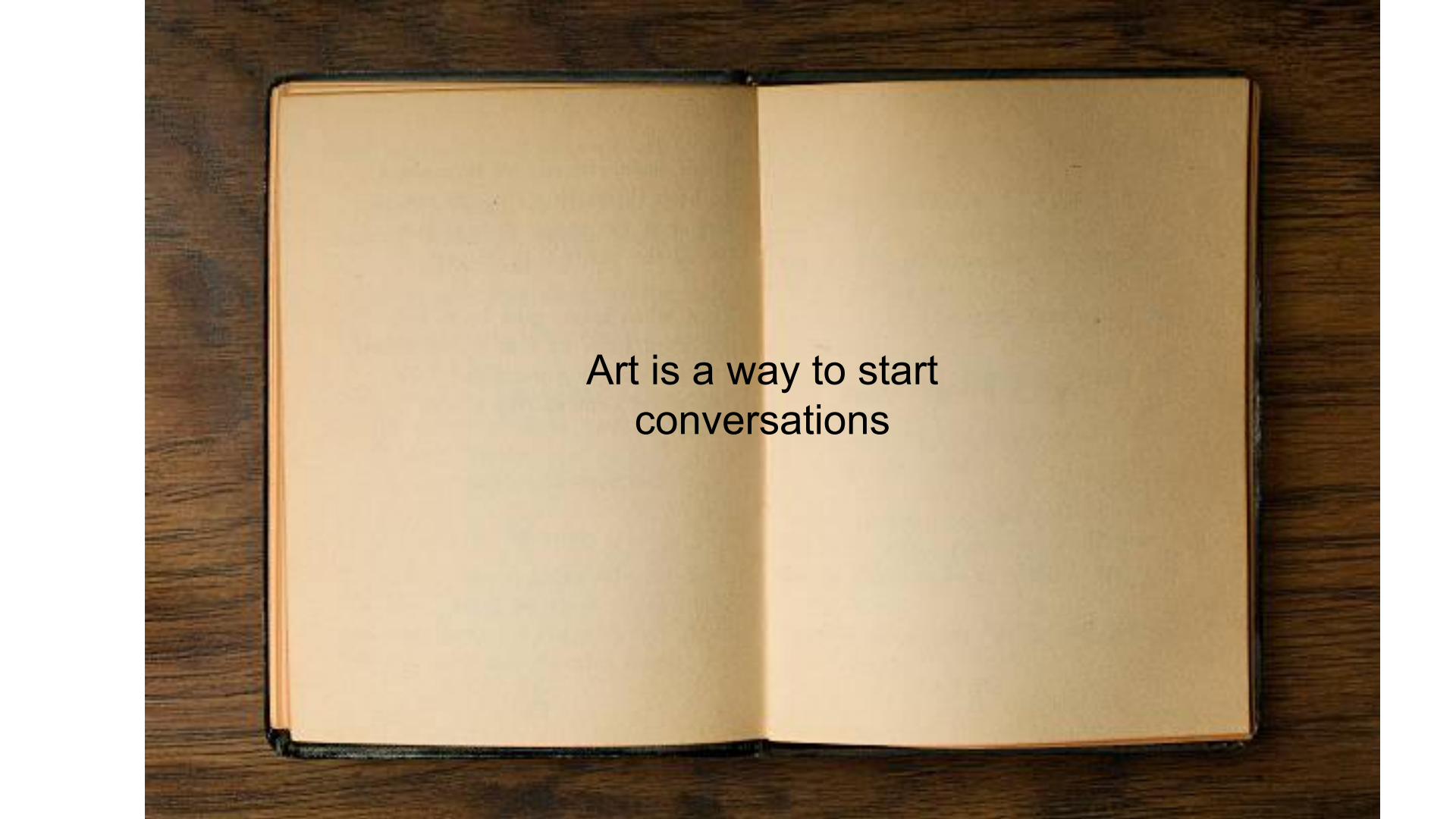
Parting Thoughts

Projects like this require dedication, heart, muscle
and belief in the health of communities.

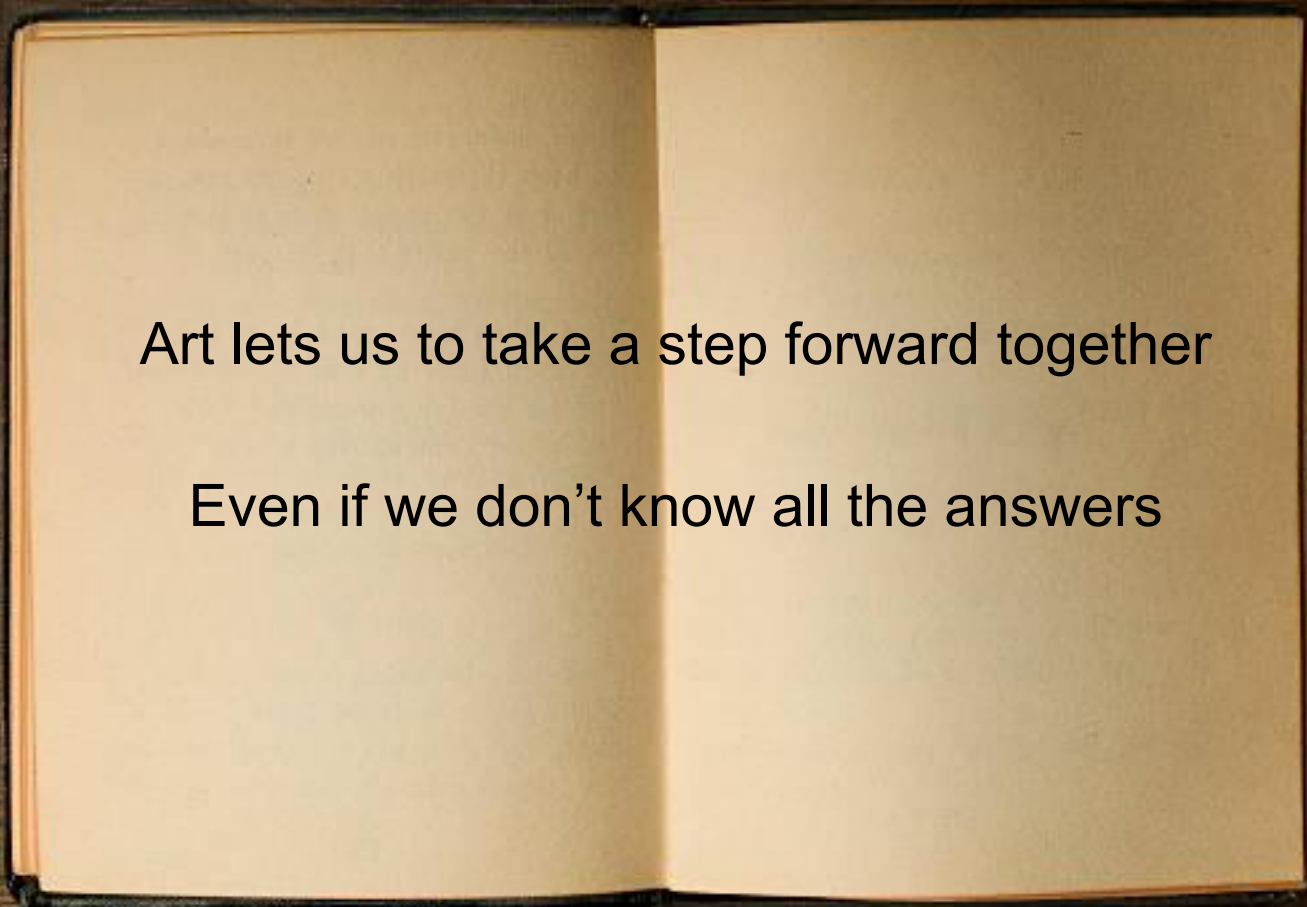
It's not just for us, it's for future generations.



We have the power and
opportunity
to not keep leaving the
pages of history blank

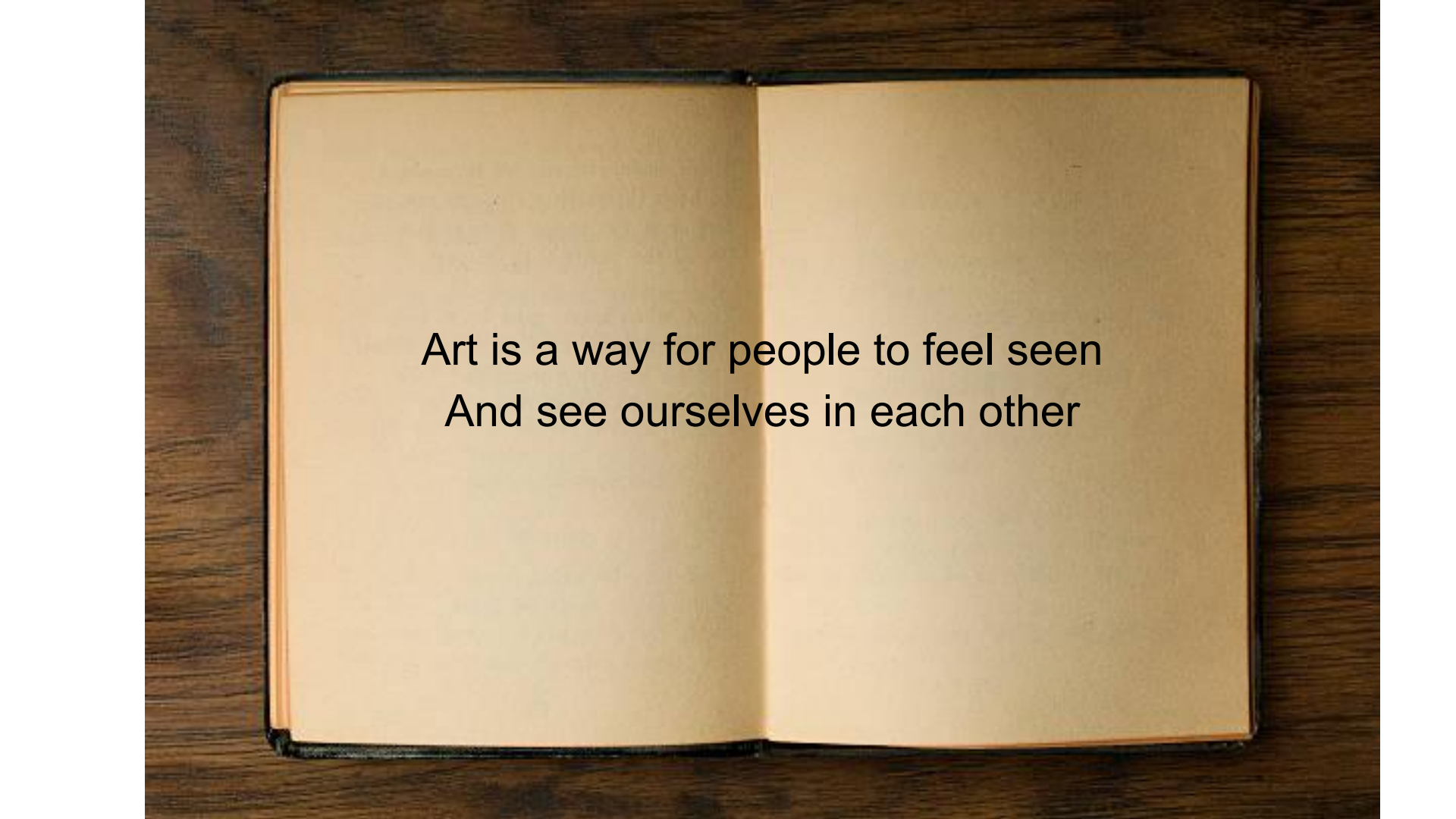


Art is a way to start
conversations

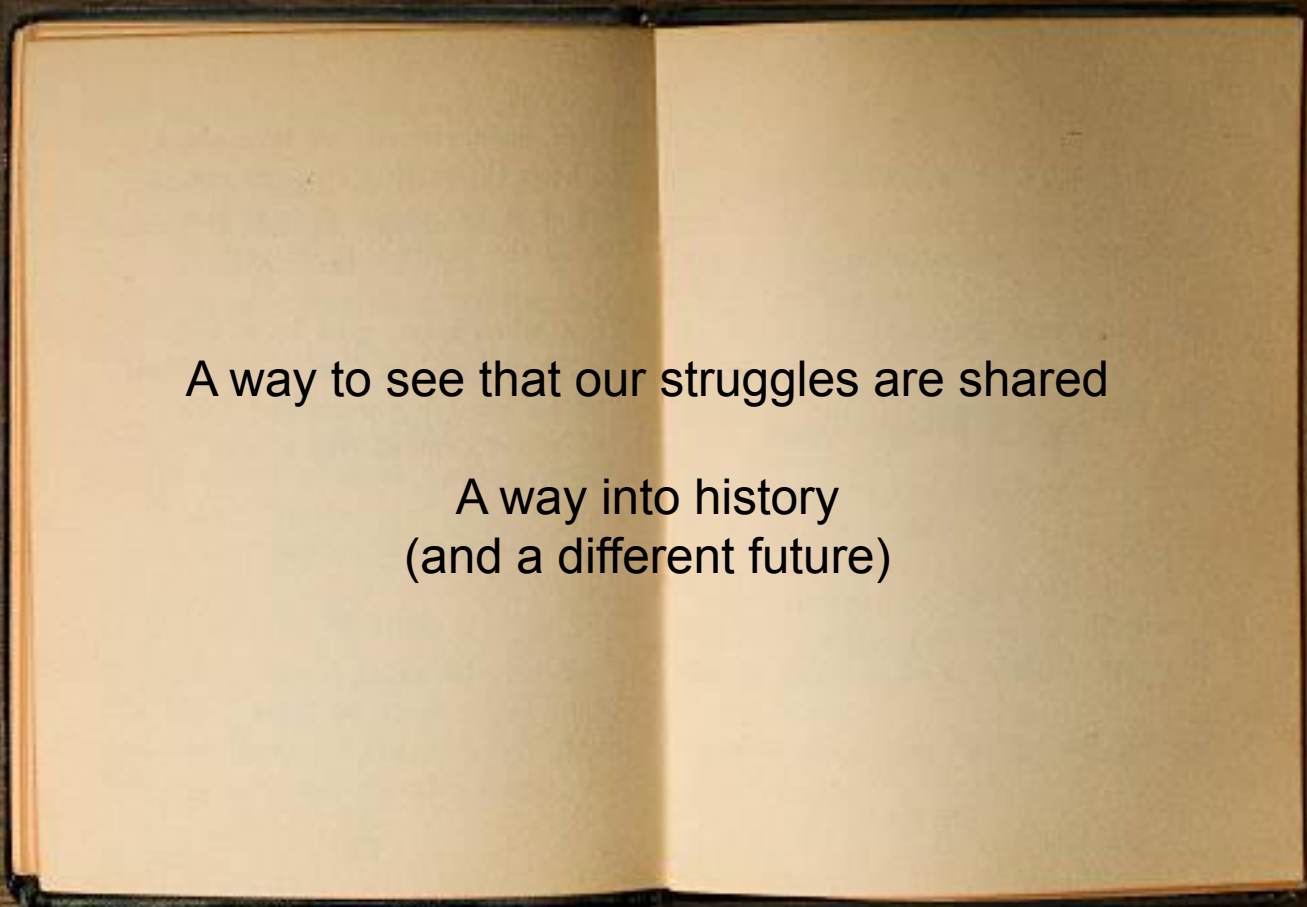


Art lets us to take a step forward together

Even if we don't know all the answers




Art is a way for people to feel seen
And see ourselves in each other



A way to see that our struggles are shared

A way into history
(and a different future)



We can do the hard things
together



Public Art makes
communities stronger



ANTIOCH, CAL.

THIS WAY IN



Antioch Historical Society

Post Office Box 25 Antioch, California 94509

THANK YOU

Christy Chan Studio, LLC
Richmond, CA // Contra Costa County

Supplemental

Intended Audience for Exhibition

Predicted audience for exhibition (premiere projected for 2027) will be: **75,000 - 120,000**
(drawing from 115,00 Antioch residents, 350,000 in broader Bay Area community)

Based on collective outreach potential of key team, community partners, local AAPI orgs supporters and grassroots ambassadors affiliated with project

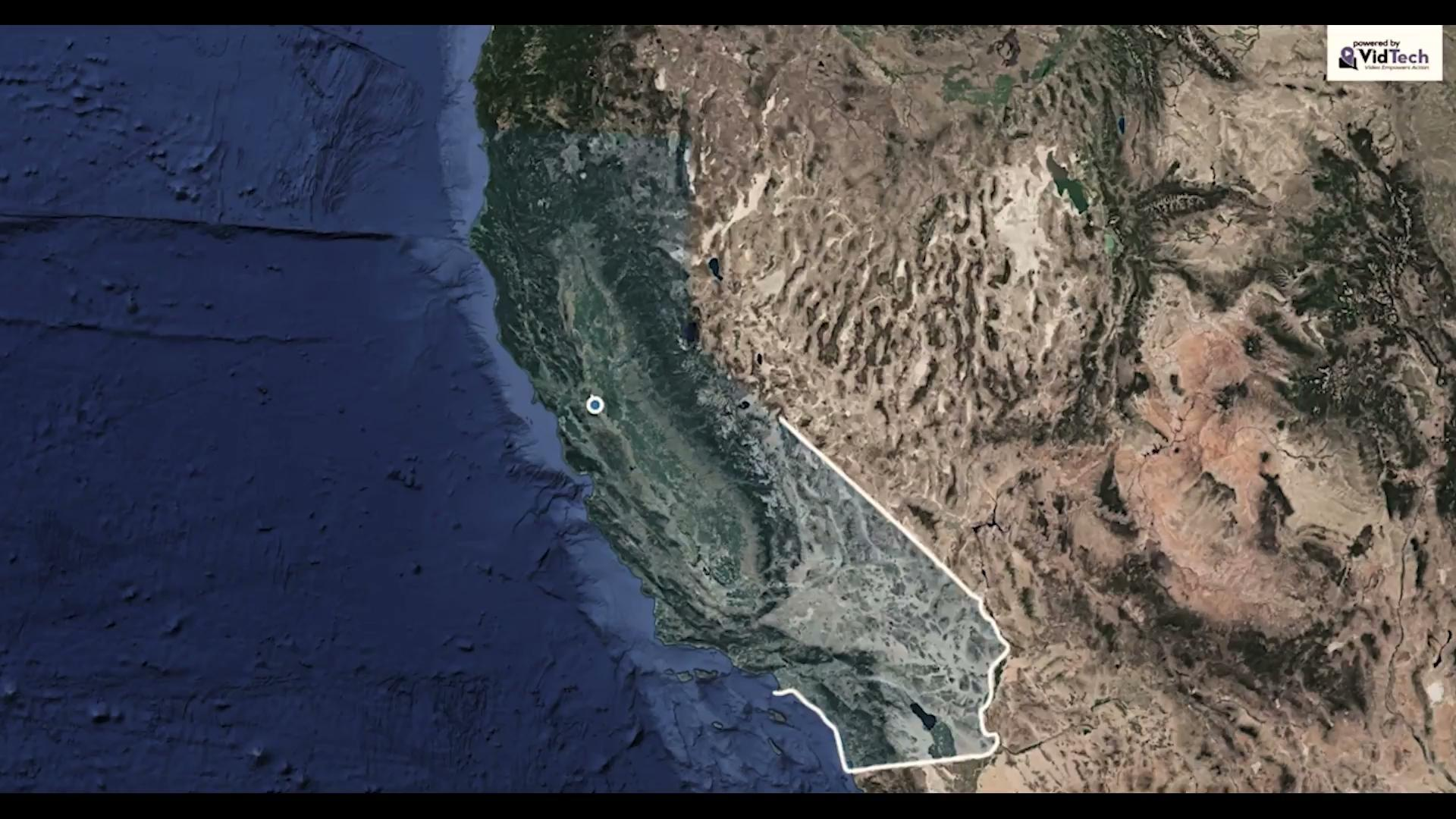
Outreach / Potential Public Awareness

Community Org #1:	90,000 community members
Community Org #2:	25,000
Community Org #3:	55,000
Community Org #4:	5,000
Community Org #4:	30,000
Grassroots / Ambassador roles:	25,000
City of Antioch:	25,500 - 110,000 (projected)
Team Members Communities	10,000 - 15,000

Bay Area Print + TV Media Coverage 750,000+

Based on past media coverage

Of Studio projects



WHY HERE WHY NOW

It's been 150 years since Antioch's sundown era, but the "othering" of Asian bodies is still alive in America.

During the pandemic, regional and national politicians re-weaponized the archaic stereotype that Chinese-Americans carry diseases, and violence against Asian bodies has become an epidemic again.

The suspect in the spa attacks has been charged with eight counts of murder. [🔗](#)



San Francisco reports major rise in anti-Asian hate crimes

Reported hate crimes against Asian Americans and Pacific Islanders rose 567 percent last year, with half of the victims allegedly targeted by one man.



an was arrested and charged in the fatal
age parlors Tuesday night.

who police say went on a rampage at
, killing eight people, was charged on
; of murder in connection with the