



## **ANNOTATED AGENDA**

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

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- Date:** **Tuesday, April 14, 2020**
- Time:** 6:00 P.M. – Closed Session  
7:00 P.M. – Regular Meeting
- Place:** 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, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at [www.antiochca.gov](http://www.antiochca.gov)).

If you wish to make a public comment, you may do so any of the following ways: **(1)** by filling out an online speaker card, located at <https://www.antiochca.gov/government/city-council-meetings/live/>, **(2)** by emailing the City Clerk prior to or during the meeting at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) or **(3)** by dialing **(925) 776-3057** during the meeting.

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**Sean Wright**, Mayor  
**Joyann Motts**, Mayor Pro Tem  
**Monica E. Wilson**, Council Member  
**Lamar Thorpe**, Council Member  
**Lori Ogorchock**, Council Member

**Arne Simonsen, MMC**, City Clerk  
**James D. Davis**, City Treasurer  
  
**Ron Bernal**, City Manager  
**Thomas Lloyd Smith**, City Attorney

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**Online Viewing:** <https://www.antiochca.gov/government/city-council-meetings/>

**Electronic Agenda Packet:** <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>

**Project Plans:** <https://www.antiochca.gov/fc/community-development/planning/Project-Pipeline.pdf>

**Hard Copy Viewing:** Antioch Public Library, 501 W 18th St, Antioch, CA

## **SPEAKERS' RULES**

Welcome to a meeting of the Antioch City Council, we appreciate your attendance.

Because we usually have busy agendas and a lot of business to get through, we need to have some rules so the meeting can be completed at a reasonable hour. Your cooperation is very much appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of these rules.

The Council can only take action on items that are listed on the agenda. If you wish to speak to us about an item **not on the agenda**, the "Public Comments" section of the agenda is for you. We will take such comments until no later than 7:30 p.m., when we will move on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak.

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during a public hearing item are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. No one may speak more than once on an agenda item or during "public comments." Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

During certain types of hearings, the applicant is allowed to give his or her presentation first. After all testimony is received, the applicant has an opportunity for rebuttal.

After having heard from the public, the agenda item will be closed. Deliberations will then be limited to members of the City Council.

If the meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal to stop discussing agenda items by not later than 11:00 p.m.

The "Consent Calendar" is a group of items which staff thinks may be routine. These items are usually considered all together and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form to let the Mayor know at that part of the agenda and the item will be removed from the "Consent Calendar."

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. The Council also holds adjourned and study sessions on other days. 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: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>.

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@ci.antioch.ca.us](mailto:publicworks@ci.antioch.ca.us).



### **Notice of Availability of Reports**

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. All of these materials are available online at: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions on these materials may be directed to the staff member who prepared them, or to the City Clerk's Office, who will refer you to the appropriate person.

### **Notice of Opportunity to Address Council**

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online at <https://www.antiochca.gov/government/city-council-meetings/live/>. See the Speakers' Rules on the inside cover of this Agenda. Comments regarding matters not on this Agenda may be addressed during the "Public Comments" section.

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

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

**CLOSED SESSION:**

**1) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (2 potential cases).

*First item – Helmago Claim rejected 5/0*

*Second item – No reportable action*

**7:07 P.M.      ROLL CALL – REGULAR MEETING – for Council Members – *All Present***

**PLEDGE OF ALLEGIANCE**

**1. PROCLAMATIONS**

- In Honor of REACH Project 50 Year Anniversary, April 1, 2020
- Recognizing National Library Week, April 19-25, 2020

*Approved, 5/0*

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

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

## ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- BOARD OF ADMINISTRATIVE APPEALS
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- POLICE CRIME PREVENTION COMMISSION
- PARKS AND RECREATION COMMISSION
- CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES

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

## CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

### MAYOR'S COMMENTS

## 2. CONSENT CALENDAR

### A. APPROVAL OF COUNCIL MINUTES FOR MARCH 10, 2020

***Approved, 5/0***

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

### B. APPROVAL OF COUNCIL MINUTES FOR MARCH 24, 2020

***Continued, 5/0***

Recommended Action: It is recommended that the City Council continue the Minutes to the next meeting.

### C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 31, 2020

***Continued, 5/0***

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

### D. APPROVAL OF COUNCIL WARRANTS

***Approved, 5/0***

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

### E. SENIOR DENSITY BONUS AGREEMENT – AMCAL

***Reso. No. 2020/47 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt the resolution approving a Senior Housing Density Bonus Agreement between the City of Antioch and AMCAL Antioch Fund, L.P.

**CONSENT CALENDAR – Continued**

**F. SECOND AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT FOR PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.**

***Reso. No. 2020/48 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving the Second Amendment to the Consulting Services Agreement with The Gualco Group, Inc. (“Gualco”) for continued support related to permitting and funding activities for the Brackish Water Desalination project (“Project”) and extend the contract through December 31, 2020 in the amount of \$50,000 for a total contract amount of \$150,000.

**G. AMENDMENT NO. 1 TO THE AGREEMENT WITH CLEAN LAKES, INC. FOR THE ANTIOCH MUNICIPAL RESERVOIR AQUATIC VEGETATION REMOVAL (P.W. 453-1)**

***Reso. No. 2020/49 adopted, 5/0***

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

- 1) Authorize an amendment increasing the FY2019/20 Capital Improvement Budget for the Antioch Municipal Reservoir Aquatic Removal (“Project”) in the amount of \$22,500 from the Water Enterprise Fund; and
- 2) Approve the first amendment to the Maintenance and Trade Services Agreement and increase the contract with Clean Lakes, Inc. (“CLI”) in an amount not to exceed \$14,704.28 for a total contract amount of \$92,204.28 and extend the term of the contract through December 31, 2020 for this “Project”.

**H. AMENDMENT NO. 4 TO THE AGREEMENT WITH CDM SMITH, INC. FOR THE WATER TREATMENT PLANT DISINFECTION IMPROVEMENTS (P.W. 246-29)**

***Reso. No. 2020/50 adopted, 5/0***

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

- 1) Authorize an amendment increasing the FY2019/20 Capital Improvement Budget for the Water Treatment Plant Disinfection Improvements (“Project”) in the amount of \$12,965 from the Water Enterprise Fund; and
- 2) Approve the fourth amendment to the Consultant Services Agreement and increase the contract with CDM Smith, Inc. in an amount not to exceed \$12,965 for a total contract amount of \$818,692 and extend the term of the contract through December 31, 2020 for this “Project”.

**CONSENT CALENDAR – Continued**

- I. CONSIDERATION OF BIDS FOR THE ANTIOCH CAPE SEAL 2020 PROJECT (P.W. 328-12)

**Reso. No. 2020/51 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution to award the contract to the lowest responsive and responsible bidder, VSS International, Inc., and authorize the City Manager to execute an agreement in the amount of \$2,596,120.

- J. RESOLUTION ANNEXING ASSESSOR'S PARCEL NUMBER 057-030-005 (AVIANO) INTO CFD NO. 2018-02 (POLICE PROTECTION)

**Reso. No. 2020/52 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution annexing assessor's parcel number (APN) 057-030-005 (Aviano) into Community Facilities District (CFD) No. 2018-02 (Police Protection).

- K. RESOLUTION APPROVING ANNEXATION OF ASSESSOR'S PARCEL NUMBER 051-200-025 AND 051-200-026 (AMCAL) INTO CITY-WIDE STREET LIGHT AND LANDSCAPE MAINTENANCE DISTRICT 2A, ZONE 3 (PW 371)

**Reso. No. 2020/53 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution approving the annexation of assessor's parcel number (APN) 051-200-025 and 051-200-026 (AMCAL) into City-Wide Street Light and Landscape Maintenance District (SLLMD) 2A, Zone 3 (2A-3).

- L. RESOLUTION DESIGNATING AUTHORIZED AGENTS OF THE CITY OF ANTIOCH FOR CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES (CAL OES) AND FEMA PUBLIC ASSISTANCE GRANTS AND APPROVING CAL OES FORM 130

**Reso. No. 2020/54 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution designating the City Manager, Finance Director and Administrative Services Director as authorized agents to execute documents and/or agreements on behalf of the City of Antioch for the purpose of obtaining disaster public assistance grants from Cal OES and FEMA and approving the corresponding Cal OES Form 130.

- M. PURCHASE ORDER INCREASE FOR GALLS LLC

**Reso. No. 2020/55 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution to authorize an increase of the existing Purchase Order for Galls LLC in an amount not to exceed \$15,000 for FY2019/20. The total Purchase Order would increase from \$50,000 to \$65,000.

**CONSENT CALENDAR – Continued**

- N.** RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH EVVIVA BRANDS, LLC IN THE AMOUNT OF \$5,000 FOR THE ANNUAL REPORT FOR THE CITY OF ANTIOCH

**Reso. No. 2020/56 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution to authorize the City Manager to enter into a First Amendment to the Consultant Service Agreement with Evviva Brands, LLC, in a form approved by the City Attorney, in the amount of five thousand dollars (\$5,000) for the development and production of an annual report for City of Antioch.

**COUNCIL REGULAR AGENDA**

- 3.** RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE DEPARTMENT OF WATER RESOURCES TO REPLACE THE 1968 AGREEMENT

**Reso. No. 2020/57 adopted, 5/0**

Recommended Action: It is recommended that the City Council:

- 1) Adopt a resolution approving the agreement between the City of Antioch and the Department of Water Resources (“DWR”), and
- 2) Authorize the City Manager to execute the agreement.

- 4.** FISCAL YEAR 2019-2021 MID-YEAR BUDGET REVIEW

**Direction provided to staff**

Recommended Action: It is recommended that the City Council provide input and direction on the draft mid-year budget options and adjustments to the fiscal year 2019-21 budget.

## **COUNCIL REGULAR AGENDA – Continued**

### **5. URGENCY ORDINANCE SUSPENDING AUTOMATIC DEEMED COMPLETE AND APPROVAL DEADLINES FOR ALL LAND USE, SUBDIVISION, AND ZONING APPLICATIONS**

***Ord. No. 2183-C-S adopted, 5/0***

Recommended Action: It is recommended that the City Council introduce the urgency ordinance by title only, waive further reading, and adopt the urgency ordinance enacting a suspension of automatic deemed complete and approval deadlines for all Land Use, Subdivision, and Zoning Applications. (A four-fifths (4/5) vote of the City Council is required for approval.)

### **6. FORMATION OF A TRANSITIONAL HOUSING AD HOC COMMITTEE**

***Reso. No. 2020/58 adopted, 5/0***

***Appointing Thorpe and Motts for a duration of 6 months***

Recommended Action: It is recommended that the City Council take the following actions:

- 1) Discuss and determine if it is the desire of the City Council to form a Transitional Housing Ad Hoc Committee;
- 2) Confirm the appointment of two (2) members for the Transitional Housing Ad Hoc Committee;
- 3) Confirm the duration of the Transitional Housing Ad Hoc Committee; and
- 4) Adopt the resolution to form the Transitional Housing Ad Hoc Committee.

## **PUBLIC COMMENT**

## **STAFF COMMUNICATIONS**

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

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

***Motioned to adjourn meeting at 9:02 p.m., 5/0***



## ***BOARDS / COMMISSION / COMMITTEE VACANCY ANNOUNCEMENTS***

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 for the vacancy listed below. To be considered for these volunteer positions, a completed application must be received in the Office of the City Clerk **by 5:00 p.m. on the Extended Deadline Date of April 17, 2020.** Applications are available at <https://www.antiochca.gov/#>.

***(Extended Deadline date: 04/17/20)***

- ***BOARD OF ADMINISTRATIVE APPEALS***
- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***
- ***POLICE CRIME PREVENTION COMMISSION***
- ***PARKS AND RECREATION COMMISSION***
- ***CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES***

***Your interest and desire to serve our community is appreciated.***

***Three (3) Board Members, 4-year term vacancies, expiring March 2024***

***Two (2) Board Members, 2-year term vacancies, expiring March 2022***

- Board of Administrative Appeals consists of five members and one alternate to be appointed by the Mayor and confirmed by a majority of the Council. The alternate member shall serve a term of two years.
- Must be a resident of the City of Antioch.
- The Board hears appeals regarding administrative decisions by any official of the City dealing with Municipal Code interpretations.
- Three of the members shall have experience in the building construction trades and/or training in the California Code of Regulations.
- Meetings are held the first Thursday of every month at 3:00 p.m. in the City Council Chambers; or on other dates as needed.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**(Extended Deadline date: 04/17/20)**

***Three (3) Committee Members, 4-year term vacancies, expiring March 2024***

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax at the November 5, 2013 Consolidated Election.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of public safety and code enforcement. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least three times during its first year and at least twice during subsequent years. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. The terms of the Committee members are staggered with four members for a 4-year term and 3 members for a 2-year term. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be appointed by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".

**POLICE CRIME PREVENTION COMMISSION**

**(Extended Deadline date: 04/17/20)**

***One (1) Commissioner 4-year term vacancy, expiring June 2023***

***One (1) Commissioner partial-term vacancy, expiring October 2021***

- The Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and makes reports on programs, which might be initiated to help the Police Department and the citizens create a safer community.
- Commissioners are involved in public presentations, coordination of Neighborhood Watch groups and programs, and special community events.
- The commission consists of seven members who serve a 4-year term. Applicants cannot be a full-time police officer.
- The Police Crime Prevention Commission meets on the 3<sup>rd</sup> Monday of each month at 7:00 p.m. in the Police Department Community Room at 300 L Street.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

- Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Must be a resident of the City of Antioch.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- 7 member board – 4 year terms. These terms expire March 2024.
- Meetings are held the third Thursday of every month at 7:00 p.m.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.

**CONTRA COSTA MOSQUITO & VECTOR CONTROL**

**BOARD OF TRUSTEES**

**(Extended Deadline date: 04/17/20)**

***One (1) Antioch Citizen Representative Vacancy***

- The Antioch City Council is seeking candidates for its representative to the Contra Costa Mosquito & Vector Control Board of Trustees.
- 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.
- The regular business meetings are held on the second Monday of every other month starting in January. Meetings are held at the District office, 155 Mason Circle, Concord, at 7:00 p.m. The meetings are open to the public.
- Additional information regarding the responsibilities and duties are available online at [www.ContraCostaMosquito.com](http://www.ContraCostaMosquito.com)



CITY OF  
**ANTIOCH**  
CALIFORNIA

*IN HONOR OF*

*REACH Project 50 Year Anniversary*

*WHEREAS, in 1968 a small group of Antioch parents, led by Shirley Marchetti, created REACH Project in response to the damages of alcohol and other drug abuse experienced among youth in the community;*

*WHEREAS, the mission began through an Antioch City Council report issued by Police Chief E. A. Carlson illustrating the needs for community-based prevention, intervention and treatment;*

*WHEREAS, with initial funding acquired in 1970 and in conjunction with the Antioch Police Department, Antioch Unified School District and Contra Costa Health Services Department, REACH Project established a “Linking Model” of innovative community-based programs;*

*WHEREAS, REACH Project has delivered educational, counseling and treatment services for Antioch youths, adults and their families including first of its kind programs such as the Youth Intervention Program as a family-based alternative to the Juvenile Justice System, REACH Within School for severely high-risk teen girls and Grandparents Raising Grandchildren; and*

*WHEREAS, April 1, 2020, REACH Project and Shirley Marchetti celebrated 50 years of community work, joining local law enforcement, education, health services, businesses and parent groups into a shared responsibility model of long-standing and community-relevant family-based services.*

*NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch, do hereby salute REACH Project for its long-standing dedication, support and positive influence on the City of Antioch.*

APRIL 14, 2020

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SEAN WRIGHT, Mayor

1.01  
04-14-20

CITY OF  
**ANTIOCH**  
CALIFORNIA

**RECOGNIZING NATIONAL LIBRARY WEEK**  
**APRIL 19 – 25, 2020**

*WHEREAS, today's libraries are less about what they have on the shelves and more about what they can do with and for their communities;*

*WHEREAS, libraries have long served as trusted and treasured institutions where people of all ages, interests, and backgrounds, can come together and learn alongside one another;*

*WHEREAS, libraries of all types are at the heart of their cities, towns, schools and campuses;*

*WHEREAS, libraries offer members of the community a welcoming space and opportunities to explore new passions through technology, programs, and services;*

*WHEREAS, libraries and librarians help patrons find tools to help improve the quality of their life;*

*WHEREAS, libraries, which promote the free exchange of information and ideas for all, are cornerstones of democracy;*

*WHEREAS, libraries strive to develop and maintain programs and collections that are as diverse as the populations they serve;*

*WHEREAS, libraries and librarians work to create an equitable society by providing free access to accurate information to all people;*

*WHEREAS, libraries are a resource for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status, by offering services and educational programming that transform lives and strengthen communities;*

*WHEREAS, libraries, librarians, library workers, and supporters across America are celebrating National Library Week.*

**NOW, THEREFORE, I, SEAN WRIGHT, Mayor of the City of Antioch,**  
*do hereby proclaim National Library Week, April 19-25, 2020. The City of Antioch encourages all residents to visit the library, a place where we can all belong and discover who we are. Because of you, Libraries Transform.*

APRIL 14, 2020

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SEAN WRIGHT, Mayor

**1.02**  
**04-14-20**

**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS SUCCESSOR AGENCY  
TO THE ANTIOCH DEVELOPMENT AGENCY**

**Regular Meeting  
7:00 P.M.**

**March 10, 2020  
Antioch Community Center**

**6:00 P.M. - CLOSED SESSION**

- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS** pursuant to California Government Code section 54956.8: Delta Fair Site – Assessor’s Parcel Number 074-080-034. County’s Negotiator, Lavonna Martin, Director of Contra Costa County Health, Housing and Homelessness. City and Agency Negotiator, City Manager Ron Bernal.

**SUCCESSOR AGENCY TO THE ANTIOCH DEVELOPMENT AGENCY**

- 2. CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation Pursuant to California Government Code § 54956.9(d)(1): Successor Agency to the City of Antioch Development Agency of The City of Antioch et al. v. Keely M. Bosler, In Her Official Capacity as Director of The Department of Finance; et al. Sacramento Superior Court Case No. 34-2018-80003001.

Mayor Wright called the meeting to order at 7:01 P.M., and City Clerk Simonsen called the roll.

Present: Council Members Wilson, Motts, Ogorchock and Mayor Wright  
Absent: Councilmember Thorpe (arrived at 7:02 P.M.)

**PLEDGE OF ALLEGIANCE**

Councilmember Ogorchock led the Council and audience in the Pledge of Allegiance.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS**, direction given to City Manager; and, **#2 CONFERENCE WITH LEGAL COUNSEL**, no reportable action.

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

Director of Parks and Recreation Kaiser announced that the Antioch Recreation Department had been recognized by the California Park and Recreation Society District 3 for the 2019 Outstanding Recreation Program, Rollin’ With Rec. She thanked Councilmember Wilson for representing the transit element at the awards luncheon.

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Simonsen announced the following Board and Commission openings:

- Board of Administrative Appeals: Five (5) vacancies; deadline date is March 13, 2020
- Sales Tax Citizens' Oversight Committee : Three (3) vacancies; deadline date is March 13, 2020
- Police Crime Prevention Commission: Two (2) vacancies; deadline date is March 27, 2020
- Parks and Recreation Commission: Three (3) vacancies; deadline date is March 27, 2020
- Contra Costa Mosquito & Vector Control Board of Trustees: One (1) vacancy; deadline date is March 27, 2020

He reported applications would be available online at the City's website and at the City Clerk's and Deputy City Clerks offices.

**PUBLIC COMMENTS – None**

**COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Wilson reported on her attendance at Tri Delta Transit meeting and announced that they would be hosting a free Shred-It event from 9:00 A.M. – 1:00 P.M. on April 20, 2020, at their facility on Wilbur Avenue.

Councilmember Motts reported on her attendance at the Sesquicentennial Ad Hoc committee meeting, a meeting with AUSD Homeless Liaison Lisa Perry, Contra Costa Mayor's Conference and Community Development Block Grant interviews.

Councilmember Thorpe reported on his attendance at the Tri Delta Transit meeting.

Councilmember Ogorchock reported on her attendance at Community Development Block Grant interviews.

Mayor Wright reported on his attendance at the Mayor's Conference. He announced staff was working with the County to address impacts from the corona virus and encouraged residents to wash their hands as much as possible.

**MAYOR'S COMMENTS**

Mayor Wright congratulated Councilmember Wilson for her selection by The Contra Costa Commission for Women and Girls as a 2020 Contra Costa Women's Hall of Fame Honoree. He encouraged residents to sign up for and read the City Manager's Weekly Reports.

Councilmember Wilson thanked everyone for their support.

**1. CONSENT CALENDAR**

**A. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 11, 2020**

- B. APPROVAL OF COUNCIL MINUTES FOR FEBRUARY 25, 2020
- C. APPROVAL OF COUNCIL WARRANTS
- D. ORDINANCE NO. 2180-C-S SECOND READING – ACCESSORY DWELLING UNIT ORDINANCE (Z-19-07) (*Introduced on 02/25/20*)
- E. RECEIVE AND FILE THE REPORT FROM ORANGE22 ON THE 2019-2020 MARKETING PLAN AS OF JANUARY 31, 2020
- F. RESOLUTION NO. 2020/28 ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2020-21 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM
- G. RESOLUTION NO. 2020/29 APPROVING AMENDMENT NO.1 TO THE STREETS COOPERATIVE AGREEMENT BETWEEN THE CITIES OF ANTIOCH AND BRENTWOOD AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE THE AGREEMENT
- H. RESOLUTION NO. 2020/30 ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR HEIDORN VILLAGE (IN-TRACT), HEIDORN RANCH ROAD, AND PREWETT RANCH DRIVE (MERITAGE HOMES) TRACT NO. 9385 (P.W. 695)
- I. RESOLUTION NO. 2020/31 PAVEMENT SURFACE TREATMENTS (P.W. 328-12)
- J. RESOLUTION NO. 2020/32 SOLIDS HANDLING EQUIPMENT BID AWARD
- K. RESOLUTION NO. 2020/33 APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS
- L. APPROVAL OF TREASURER’S REPORT FOR JANUARY 2020

City Clerk Simonsen announced that a letter was received from Californians For Homeownership regarding Consent Calendar Item D.

Councilmember Thorpe requested Item F be pulled from the Consent Calendar.

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

***Item F*** - City Manager Bernal introduced Item F explaining that street sweeping costs did not come out of this fee. He clarified that this item was an annual request and the fee was remaining the same at \$25.00 per equivalent residential unit.

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously approved Item F.

## **PUBLIC HEARING**

### **2. AVIANO HOME SIZE MODIFICATIONS (UP-19-15) (AR-19-23)**

City Manager Bernal introduced Public Hearing Item #2.

Associate Planner Scudero presented the staff report dated March 10, 2020 recommending the City Council adopt a resolution approving the use permit and design review application for home size modifications for the Aviano project.

Mayor Wright opened the public hearing.

Trent Sanson, representing DeNova Homes, gave a PowerPoint presentation which included a history of their company, overall project, phasing map, elevations and architecture. He thanked the City Council for their consideration of the project and stated they concurred with the staff recommendation of approval, and agreed with the conditions of approval.

Mayor Wright closed the public hearing.

Council thanked Mr. Sanson for adding additional single story elevations to their product mix.

### **RESOLUTION NO. 2020/34**

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adopted a resolution approving the use permit and design review application for home size modifications for the Aviano project.

Mr. Sanson thanked the City Council for their support.

### **3. ACCESSORY DWELLING UNIT FEE ORDINANCE**

City Manager Bernal introduced Public Hearing Item #3.

Director of Community Development Ebbs presented the staff report dated March 10, 2020 recommending the City Council introduce an ordinance amending Antioch Municipal Code Section 9-3.60 to address Development Impact Fees specific to Accessory Dwelling Units.



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

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously introduced an ordinance amending Antioch Municipal Code Section 9-3.60 Development Impact Fees to establish proportionate fee rates for Accessory Dwelling Units.

#### **COUNCIL REGULAR AGENDA**

#### **4. APPROVE THE PURCHASE AND SALES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND CONTRA COSTA COUNTY**

City Manager Bernal presented the staff report dated March 10, 2020 recommending the City Council adopt a resolution to authorize the City Manager to execute the Purchase and Sales Agreement between the City of Antioch and Contra Costa County for the City owned 4.79-acre Delta Fair property.

#### **RESOLUTION NO. 2020/35**

On motion by Councilmember Ogorchock, seconded by Councilmember Thorpe, the City Council unanimously adopted a resolution to authorize the City Manager to execute the Purchase and Sales Agreement and joint escrow instructions between the City of Antioch and Contra Costa County for the City owned 4.79-acre Delta Fair property (APN 074-080-034-7).

#### **5. FORMATION OF AN AD HOC COMMITTEE FOR WATERFRONT REVITALIZATION**

City Manager Bernal introduced Regular Agenda Item #5.

Administrative Services Director Mastay presented the staff report dated March 10, 2020 recommending the City Council take the following actions: 1) Discuss and determine if it is the desire of the City Council to form a Waterfront Revitalization Ad Hoc Committee; 2) Confirm the appointment of two (2) members for the Waterfront Revitalization Ad Hoc Committee; 3) Confirm the duration of the Waterfront Revitalization Ad Hoc Committee; and 4) Adopt the resolution to form the Waterfront Revitalization Ad Hoc Committee.

Councilmember Motts requested Council consider appointing herself and Councilmember Wilson to the Waterfront Revitalization Ad Hoc committee for the duration of 6 months.

Councilmember Wilson agreed with Councilmember Motts and noted there was still a lot of work that needed to be done at the committee level.

#### **RESOLUTION NO. 2020/36**

On motion by Councilmember Thorpe, seconded by Councilmember Wilson, the City Council unanimously adopted the resolution to form the Waterfront Revitalization Ad Hoc Committee for the duration of 6 months.

**6. FORMATION OF THE FOUNDERS' DAY AD HOC COMMITTEE**

City Manager Bernal introduced Regular Agenda Item #6.

Administrative Services Director Mastay presented the staff report dated March 10, 2020 recommending the City Council take the following actions: 1) Discuss and determine if it is the desire of the City Council to form a Founders' Day Ad Hoc Committee; 2) Confirm the appointment of two (2) members for the Founders' Day Ad Hoc Committee; 3) Confirm the duration of the Founders' Day Ad Hoc Committee; and 4) Adopt the resolution to form the Founders' Day Ad Hoc Committee.

Mayor Wright announced that the Sesquicentennial Committee wanted to report out at the next City Council meeting. He clarified the goal this new committee was to narrow the scope of the Ad Hoc committee down to a Founders' Day event to be held on September 12, 2020. He requested that he and Councilmember Motts be appointed to serve on the Founders' Day Ad Hoc Committee.

**RESOLUTION NO. 2020/37**

On motion by Councilmember Thorpe, seconded by Councilmember Motts, the City Council unanimously adopted the resolution to form the Founders' Day Ad Hoc Committee appointing Mayor Wright and Councilmember Motts to serve on the committee for the duration of 7 months.

Councilmember Ogorchok commented that a previous motion for the Waterfront Ad Hoc Committee failed to appoint anyone to serve on that committee.

On motion by Mayor Wright, seconded by Councilmember Thorpe, the City Council unanimously reconsidered item #5 and appointed Councilmembers Wilson and Motts to serve on the Waterfront Revitalization Ad Hoc Committee.

**PUBLIC COMMENTS** – None

**STAFF COMMUNICATIONS**

City Manager Bernal announced reported that staff was closely monitoring the corona virus news from the County and they would be providing information to the community as they received updates. He noted the City was taking precautions. He encouraged the community to avoid people who were sick and to wash their hands, and keep surfaces clean.

**COUNCIL COMMUNICATIONS** – None

**ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 7:42 P.M.

Respectfully submitted:

*Kitty Eiden*

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KITTY EIDEN, Minutes Clerk



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*  
**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*  
**SUBJECT:** City Council Meeting Minutes of March 24, 2020

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**RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of March 24, 2020 to the next meeting.

**FISCAL IMPACT**

None

**DISCUSSION**

N/A

**ATTACHMENT**

None.



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*  
**APPROVED BY:** Nickie Mastay, Administrative Services Director *NM*  
**SUBJECT:** City Council Special Meeting Minutes of March 31, 2020

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**RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of March 31, 2020 to the next meeting.

**FISCAL IMPACT**

None

**DISCUSSION**

N/A

**ATTACHMENT**

None.

CITY OF  
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**100 General Fund**  
**Non Departmental**

00387021	BLUE STAR HEATING AND AIR	CBSC FEE REFUND	2.43
00387069	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	2,200.00
00387101	RANEY PLANNING & MANAGEMENT	CONSULTING SERVICES	5,878.96
00387134	AMERICAN CONSTRUCTION & SUPPLY	DEPOSIT REFUND	5,000.00
00387141	ANYTIME FITNESS	PAYROLL DEDUCTIONS	39.00
00387166	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00387171	DIAMOND HILLS SPORT CLUB	PAYROLL DEDUCTIONS	212.00
00387178	FCS INTERNATIONAL INC	CONSULTING SERVICES	4,184.00
00387194	IN SHAPE HEALTH CLUBS	PAYROLL DEDUCTIONS	744.99
00387199	LINA	PAYROLL DEDUCTIONS	3,811.62
00387200	MERITAGE HOMES OF NO CA	DEPOSIT REFUND	305,812.56
00387203	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,122.91
00387209	OPERATING ENGINEERS LOCAL NO	PAYROLL DEDUCTIONS	3,900.00
00387214	PARS	PAYROLL DEDUCTIONS	4,635.23
00387215	PLANET FITNESS	PAYROLL DEDUCTIONS	21.99
00387229	STANDARD LIFE INSURANCE	PAYROLL DEDUCTIONS	962.00
00387230	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	235.31
00387231	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00387232	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00387251	AFLAC	INSURANCE PREMIUM	6,204.49
00387268	BLUE SHIELD LIFE	INSURANCE PREMIUM	4,134.88
00387281	COLONIAL LIFE	PREMIUM PAYMENT	407.06
00387292	DELTA DENTAL	INSURANCE PREMIUM	43,613.71
00387314	HARRIS AND ASSOCIATES INC	PROFESSIONAL SERVICES	5,420.00
00387364	SELECT 1 REALTY	SB1186 STATE FEE REFUND	4.00
00936438	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL DEDUCTIONS	770.00
00936439	ANTIOCH POLICE OFFICERS ASSOC	PAYROLL DEDUCTIONS	21,744.43
00936440	APWEA	PAYROLL DEDUCTIONS	4,277.97
00936458	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	41,420.03
00936465	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	5,709.37
<b>City Attorney</b>			
00387012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,657.74
00387019	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	18,428.73
00387060	JACKSON LEWIS LLP	LEGAL SERVICES RENDERED	22,230.23
00387071	LEONE AND ALBERTS A PROFESSIONAL	LEGAL SERVICES RENDERED	472.50
00387073	LEXISNEXIS	SUBSCRIPTION SERVICES	430.00
00387125	VERIZON WIRELESS	DATA SERVICES	53.76
00387207	OAK HILL PARK COMPANY	LEGAL SERVICES RENDERED	5,841.94
00387227	SHRED IT INC	SHRED SERVICES	46.68
00387279	COLE HUBER LLP	LEGAL SERVICES RENDERED	5,481.39
00387322	JACKSON LEWIS LLP	LEGAL SERVICES RENDERED	13,915.00
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	78.55
00387372	TELECOM LAW FIRM PC	LEGAL SERVICES RENDERED	1,182.20
00936443	CANON FINANCIAL SERVICES	COPIER LEASE	131.86
<b>City Manager</b>			
00387049	FOCUS STRATEGIES	PROFESSIONAL SERVICES	2,956.75

Prepared by: Lauren Posada

Finance Accounting

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00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	214.14
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387382	VERIZON WIRELESS	DATA SERVICES	53.76
00387383	VOLER STRATEGIC ADVSIORS	CONSULTING SERVICES	8,000.00
00936443	CANON FINANCIAL SERVICES	COPIER LEASE	131.86
<b>City Clerk</b>			
00387018	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	806.40
00387047	EIDEN, KITTY J	MINUTES CLERK	550.00
00387111	SIMONSEN, ARNE	EXPENSE REIMBURSEMENT	121.22
00387227	SHRED IT INC	SHRED SERVICES	93.39
00387386	WESTAMERICA BANK	COPIER LEASE	270.80
<b>City Treasurer</b>			
00387184	GARDA CL WEST INC	ARMORED CAR PICKUP	293.00
00387307	GARDA CL WEST INC	ARMORED CAR PICKUP	293.00
00936581	PFM ASSET MGMT LLC	ADVISORY SERVICES	8,464.61
<b>Human Resources</b>			
00387048	FEDEX	SHIPPING	29.86
00387061	JACKSON LEWIS LLP	CONTRACTS PROFESSIONAL	1,554.00
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	87.86
00387227	SHRED IT INC	SHRED SERVICES	46.70
00387386	WESTAMERICA BANK	COPIER LEASE	270.80
<b>Economic Development</b>			
00387012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,708.71
00387078	NATELSON DALE GROUP INC	STRATEGIC PLAN SERVICES	14,475.00
00387081	NORTHWEST MEDIA PARTNERS	MEDIA PURCHASES	16,075.25
00387085	OLD REPUBLIC TITLE CO	CLOSING COSTS - DELTA FAIR	1,832.05
00387087	OUTFRONT MEDIA INC	MEDIA PURCHASES	1,200.00
00387150	BAY AREA NEWS GROUP	MEDIA PURCHASES	3,124.69
00387154	BLUDOT TECHNOLOGIES INC	PROGRAM SERVICES	3,186.00
00387205	NATELSON DALE GROUP INC	CONSULTING SERVICES	15,669.96
00387244	VERIZON WIRELESS	DATA SERVICES	53.76
00936433	KARSTE CONSULTING INC	CONSULTING SERVICES	585.00
00936443	CANON FINANCIAL SERVICES	COPIER LEASE	131.85
00936575	ORANGE22 INC	CONSULTING SERVICES	3,900.00
<b>Finance Administration</b>			
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	18.03
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	86.42
00387386	WESTAMERICA BANK	COPIER LEASE	342.57
<b>Finance Accounting</b>			
00387227	SHRED IT INC	SHRED SERVICES	93.38
00387326	KOA HILLS CONSULTING LLC	AR INTERFACE	1,050.00
00936436	SUPERION LLC	PROFESSIONAL SERVICES	800.00
00936464	SUPERION LLC	ASP SERVICES	17,076.45
00936620	SUPERION LLC	PROFESSIONAL SERVICES	880.00
<b>Finance Operations</b>			
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	47.78
00387123	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	21.50
00387218	QUADIENT LEASING USA INC	POSTAGE METER LEASE	1,025.65

Prepared by: Lauren Posada

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00387242	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.50
<b>Non Departmental</b>			
00387012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	96.67
00387047	EIDEN, KITTY J	MINUTES CLERK	75.00
00387088	PACIFIC CREDIT SERVICES	COLLECTION FEES	51.25
00387165	CONTRA COSTA COUNTY	COUNTY SHARE NE TAX FY18-19	185,416.84
00387342	MUNICIPAL POOLING AUTHORITY	LEGAL SERVICES RENDERED	32,828.11
00387364	SELECT 1 REALTY	OVER PAYMENT REFUND	285.00
00387384	WAGWORKS	ADMIN FEE	284.00
00936430	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,600.00
00936457	MUNISERVICES LLC	STARS SERVICE	250.00
00936646	RETIREE	MEDICAL AFTER RETIREMENT	1,787.98
<b>Public Works Administration</b>			
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387386	WESTAMERICA BANK	COPIER LEASE	299.06
<b>Public Works Street Maintenance</b>			
00387002	ANTIOCH BUILDING MATERIALS	ASPHALT	6,495.12
00387076	LOWES COMPANIES INC	TOOLS	262.57
00387137	ANTIOCH ACE HARDWARE	SUPPLIES	41.29
00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	294.11
00387176	FASTENAL CO	SUPPLIES	136.49
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	191.89
00387219	RECOLOGY BLOSSOM VALLEY ORGANICS	SUPPLIES	2,158.69
00387226	SHERWIN WILLIAMS CO	SUPPLIES	229.86
00387237	TAPCO	SIGNS	620.94
00387238	TARGET SPECIALTY PRODUCTS	PESTICIDES	776.98
00387244	VERIZON WIRELESS	DATA SERVICES	76.02
00387259	ANTIOCH BUILDING MATERIALS	ASPHALT	11,499.21
00387270	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	665.00
00387272	CASCADE ROCK INC	MATERIALS	6,503.25
00387334	MANERI SIGN COMPANY	SIGNS	4,455.08
00387345	NEXTEL SPRINT	PHONE	67.92
00387362	ROYAL BRASS INC	SUPPLIES	100.55
00387367	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	550.00
00936428	GRAINGER INC	SUPPLIES	29.37
<b>Public Works-Signal/Street Lights</b>			
00387089	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,170.67
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	6,243.30
00387208	OFFICE DEPOT INC	SUPPLIES	69.66
00387351	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	225.45
00936430	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	985.18
00936452	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,749.11
00936547	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	236.36
<b>Public Works-Facilities Maintenance</b>			
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,000.00
00387076	LOWES COMPANIES INC	SUPPLIES	153.92
00387089	PACIFIC GAS AND ELECTRIC CO	GAS	87.60
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	14,293.62

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00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	450.11
00387161	COMBINATION LOCK AND SAFE	PROFESSIONAL SERVICES	350.18
00387170	DEPARTMENT OF INDUSTRIAL RELATION	INSPECTION SERVICES	225.00
00387185	GLOBAL SECURITY MANAGEMENT	SECURITY SERVICES	4,320.00
00387225	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	532.00
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387317	HOME DEPOT, THE	SUPPLIES	363.97
<b>Public Works-Parks Maint</b>			
00387027	COMBINATION LOCK AND SAFE	PROFESSIONAL SERVICES	325.36
00387044	DELTA FENCE CO	FENCE REPAIR	1,587.00
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	976.65
00387094	POLYMENDERS	REPAIR SERVICES	2,180.00
00387124	UNITED SITE SERVICES OF CA	RESTROOM RENTAL	162.56
00387135	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,320.00
00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	46.43
00387208	OFFICE DEPOT INC	ELECTRIC	463.92
00387234	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	3,300.00
00387249	WATERSAVERS IRRIGATION	IRRIGATION PARTS	230.86
00387254	AMERICAN PLUMBING INC	PLUMBING SERVICES	1,396.01
00387351	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	463.92
00387385	WATERSAVERS IRRIGATION	PARTS	3,003.37
00936426	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	2,578.31
00936446	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	7,618.13
00936452	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	3,263.04
00936516	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	70,747.98
<b>Public Works-Median/General Land</b>			
00387089	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	39.37
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,663.25
00387110	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,020.00
00387132	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,782.40
00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	218.49
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	54.61
00387212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	25.58
00936449	GRAINGER INC	SUPPLIES	312.97
<b>PW-Work Alternative-Strt Maint</b>			
00387345	NEXTEL SPRINT	PHONE	17.01
<b>Police Administration</b>			
00386999	ALL PRO PRINTING SOLUTIONS	PRINTING SERVICES	2,385.73
00387008	ARROWHEAD 24 HOUR TOWING	TOW SERVICE	242.50
00387012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,517.69
00387014	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,042.33
00387015	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,233.12
00387030	CONCORD UNIFORMS LLC	EQUIPMENT	762.72
00387031	CONCORD UNIFORMS LLC	UNIFORMS	56.44
00387033	CONTRA COSTA COUNTY	EQUIPMENT	2,222.16
00387037	CORDICO PSYCHOLOGICAL CO	PROFESSIONAL SERVICES	400.00
00387038	CRIME SCENE CLEANERS INC	BIOHAZARD SERVICE	500.00
00387040	CRUMP INVESTIGATIONS	PROFESSIONAL SERVICES	1,709.51

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Finance Accounting

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00387042	CRYSTAL CLEAR LOGOS INC	UNIFORMS	45.67
00387045	EAN SERVICES LLC	RENTAL CAR - J EVANS	240.65
00387047	EIDEN, KITTY J	MINUTES CLERK	112.50
00387050	GALLS LLC	SAFETY MATERIALS	988.80
00387066	KILBOURNE AND KILBOURNE	AWARD PINS	193.25
00387067	KNOX INVESTIGATIONS	PROFESSIONAL SERVICES	1,817.02
00387072	LEXIPOL LLC	MANUAL UPDATE	5,304.00
00387077	MEADS, ROBERT P	MILEAGE REIMBURSEMENT	80.39
00387079	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	80.86
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	521.91
00387084	OFFICE DEPOT INC	FORMS PRINTING	108.25
00387086	ON SCENE EVENT MEDICAL SERVICES	AED SUPPLIES	1,696.34
00387095	PORAC	RESERVE UNIT PORAC DUES	12.00
00387096	PORAC LEGAL DEFENSE FUND	RESERVE UNIT PORAC DUES	13.50
00387097	PRAETORIAN DIGITAL	GRANT WRITING SERVICES	7,500.00
00387098	PSYCHOLOGICAL RESOURCES INC	EVALUATION SERVICES	7,130.00
00387102	REACH PROJECT INC	PROGRAM SERVICE	17,083.00
00387113	SOARES, ANITA MARIE	MILEAGE REIMBURSEMENT	123.34
00387117	STATE OF CALIFORNIA	PROFESSIONAL SERVICES	245.00
00387123	UNITED PARCEL SERVICE	SHIPPING	41.44
00387147	ATKINSON ANDELSON LOYA RUUD ROMO	LEGAL SERVICES RENDERED	7,448.39
00387162	CONCORD UNIFORMS LLC	UNIFORMS	56.44
00387163	CONCORD UNIFORMS LLC	EQUIPMENT	233.60
00387164	CONTRA COSTA COUNTY	SWAT TRAINING	740.00
00387168	CRYSTAL CLEAR LOGOS INC	UNIFORMS	163.85
00387179	FEDEX	SHIPPING	17.42
00387183	GALLS LLC	EQUIPMENT	12,270.13
00387224	SAVE MART SUPERMARKETS	PROACTIVE ENFORCEMENT	101.79
00387233	STENGER, JAMES E	EXPENSE REIMBURSEMENT	181.96
00387269	BROWNELLS INC	RIFLE PARTS	351.47
00387274	CHANG, THEODORE	EXPENSE REIMBURSEMENT	94.01
00387287	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,364.49
00387288	CSI FORENSIC SUPPLY	SUPPLIES	477.25
00387292	DELTA DENTAL	INSURANCE PREMIUM	54.23
00387327	LC ACTION POLICE SUPPLY	EQUIPMENT	3,153.25
00387344	NET TRANSCRIPTS	TRANSCRIPTION SERVICES	61.07
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	3,645.47
00387355	QUALIFICATION TARGETS INC	TARGETS	609.03
00387363	SAFESTORE INC	EVIDENCE STORAGE	2,454.55
00387370	TACVIEW INC	PATROL CAMERAS	3,590.00
00936428	GRAINGER INC	SUPPLIES	73.68
00936431	IMAGE SALES INC	ID CARDS	110.63
00936434	MOBILE MINI LLC	EVIDENCE STORAGE	123.28
00936488	CANON FINANCIAL SERVICES	COPIER LEASE	1,907.18
00936548	IMAGE SALES INC	ID CARDS	70.49
00936571	MOBILE MINI LLC	EVIDENCE STORAGE	276.34
<b>Police Community Policing</b>			
00387004	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	69.64

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00387005	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	63.00
00387006	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	36.00
00387007	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	77.91
00387008	ARROWHEAD 24 HOUR TOWING	TOW SERVICE	585.00
00387012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	200.00
00387043	D TAC K9 LLC	K9 MAINTENANCE TRAINING	1,850.00
00387112	SMITH JR, RICHARD A	EXPENSE REIMBURSEMENT	44.57
00387115	SP PLUS CORPORATION	PARKING ENFORCEMENT	14,068.85
00387143	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	64.89
00387144	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	184.76
00387158	CHANG, THEODORE	EXPENSE REIMBURSEMENT	40.39
00387268	BLUE SHIELD LIFE	INSURANCE PREMIUM	5.92
00387292	DELTA DENTAL	INSURANCE PREMIUM	124.36
00387320	HUNT AND SONS INC	GAS	87.25
00387321	HUNT AND SONS INC	GAS	79.39
00387361	ROSE, BRIAN C	EXPENSE REIMBURSEMENT	57.50
00387379	VANDERPOOL, JASON C	MILEAGE/PARKING REIMBURSEMENT	69.75
<b>Police Traffic Division</b>			
00387100	RADAR SHOP, THE	CALIBRATION SERVICES	59.00
<b>Police Investigations</b>			
00387012	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,928.21
00387015	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,009.46
00387023	BROGDON, CASEY AMON	EXPENSE REIMBURSEMENT	91.94
00387036	CONTRA COSTA COUNTY	LAB FEES	19,310.00
00387106	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	1,700.00
00387107	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	4,300.00
00387108	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	2,675.00
00387109	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	2,400.00
00387119	T MOBILE USA INC	PHONE RECORD ANALYSIS	3,060.00
00387263	AT AND T MCI	PHONE RECORD ANALYSIS	850.00
00387284	CONTRA COSTA COUNTY	PRISONER TRANSPORT	445.00
00387285	CONTRA COSTA COUNTY	PRISONER TRANSPORT	445.00
00387296	DS WATERS OF AMERICA	WATER SERVICES	257.77
00387330	LEXISNEXIS	LEO DATABASE	252.50
00387332	LA CO AUDITOR CONTROLLER	GSA TESTING	4,020.00
00387343	NAPA SOLANO SART	SART EXAM	2,400.00
00387352	PATRIOT PRIVATE SECURITY	EXTRADITION SERVICES	775.00
00387365	SEROLOGICAL RESEARCH INSTITUTE	DNA ANALYSIS	3,250.00
00387369	T MOBILE USA INC	PHONE RECORD ANALYSIS	1,530.00
00387375	TRANSUNION RISK AND ALTERNATIVE	LEO DATABASE	224.60
<b>Police Special Operations Unit</b>			
00387046	EAN SERVICES LLC	VEHICLE LEASE	692.36
00387121	TOYOTA FINANCIAL SERVICES	VEHICLE LEASE	599.36
<b>Police Communications</b>			
00387010	AT AND T MCI	PHONE	54.79
00387028	COMCAST	CONNECTION SERVICES	3,236.98
00387034	CONTRA COSTA COUNTY	RADIO SERVICES	2,232.26
00387039	CROSSROADS SOFTWARE INC	TRAFFIC REPORTING	4,900.00

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00387052	GLOBALSTAR	SATELLITE PHONE	214.25
00387099	PURSUIT NORTH	COMPUTER INSTALLATION	6,899.48
00387202	MOTOROLA SOLUTIONS INC	VEHICLE RADIOS	42,838.53
00387244	VERIZON WIRELESS	PATROL VEHICLE MODEMS	2,470.65
<b>Office Of Emergency Management</b>			
00387015	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9.95
00387260	ANTIOCH HERALD	ESSENTIAL SERVICE AD POSTING	1,000.00
00387301	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	58.35
00387353	PEPPER INVESTMENTS INC	DISINFECTION SERVICES	1,600.00
<b>Police Facilities Maintenance</b>			
00387051	GLOBAL SODA BLASTING COMPANY	PROFESSIONAL SERVICES	2,200.00
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3,400.00
00387076	LOWES COMPANIES INC	SUPPLIES	29.69
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	18,420.88
00387225	SERVICE PROS PLUMBERS INC	PLUMBING SERVICES	3,481.00
00387313	HANSON AND FITCH	RESTROOM RENTAL	571.51
00387357	RICKIES ROOF REPAIR	REPAIR SERVICES	3,000.00
00387374	TMC SHOOTING RANGE SPECIALIST INC	MAINTENANCE SERVICES	2,550.00
00936425	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	351.79
00936430	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	850.00
<b>Community Development Land Planning Services</b>			
00387017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	495.41
00387018	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	649.80
00387021	BLUE STAR HEATING AND AIR	GP MAINT FEE REFUND	13.60
00387026	CALIFORNIA DEPT OF FISH AND WILDLIFE	HCP GRANT REFUND	2,183.64
00387174	EIDEN, KITTY J	MINUTES CLERK	150.00
<b>CD Code Enforcement</b>			
00387035	CONTRA COSTA COUNTY	RECORDING FEES	613.00
00387133	ALL STAR FORD	REPLACEMENT VEHICLE	72,835.72
00387155	BRIDGEHEAD SELF STORAGE	STORAGE UNIT	235.00
00387222	RIVERA, DENNIS W AND PAULA	PAYMENT REFUND	333.00
00387340	MICHAEL, CURTIS BERNARD	EXPENSE REIMBURSEMENT	40.15
00387345	NEXTEL SPRINT	PHONE	492.96
<b>PW Engineer Land Development</b>			
00387018	BAY AREA NEWS GROUP	LEGAL PUBLICATIONS	247.50
00387024	BUENTING, SCOTT W	EXPENSE REIMBURSEMENT	93.11
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	159.27
00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	46.43
00387244	VERIZON WIRELESS	DATA SERVICES	76.02
00387278	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	39,931.90
00387345	NEXTEL SPRINT	PHONE	631.28
00936461	RAY MORGAN COMPANY	COPIER USAGE	401.65
<b>Community Development Building Inspection</b>			
00387017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	672.36
00387021	BLUE STAR HEATING AND AIR	ENERGY INSP FEE REFUND	228.54
00387076	LOWES COMPANIES INC	SUPPLIES	20.72
00387128	WINGARD CONSTRUCTION	SPECIAL INSPECTION FEE REFUND	141.00
00387133	ALL STAR FORD	REPLACEMENT VEHICLE	27,137.19

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00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	50.89
00387345	NEXTEL SPRINT	PHONE	186.93
<b>Capital Imp. Administration</b>			
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	313.45
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387345	NEXTEL SPRINT	PHONE	121.61
<b>212</b>	<b>CDBG Fund</b>		
<b>Non Departmental</b>			
<b>CD Code Enforcement</b>			
00387133	ALL STAR FORD	REPLACEMENT VEHICLES	87,470.28
<b>CDBG</b>			
00387074	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	1,181.82
00387186	GRANITE ROCK COMPANY	DOWNTOWN ROADWAY PROJECT	164,883.98
00936451	HOUSE, TERI	CONSULTING SERVICES	8,060.00
<b>213</b>	<b>Gas Tax Fund</b>		
<b>Streets</b>			
00387089	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	428.34
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	33,684.62
00387212	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	110.57
00387314	HARRIS AND ASSOCIATES INC	PROFESSIONAL SERVICES	1,900.00
00387351	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	186.24
<b>214</b>	<b>Animal Control Fund</b>		
<b>Animal Control</b>			
00386996	AIRGAS USA LLC	OPERATING SUPPLIES	179.08
00386997	AIRGAS USA LLC	OXYGEN TANK RENTAL	56.37
00387016	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	336.27
00387022	BOEHRINGER INGELHEIM ANIMAL	VETERINARY SUPPLIES	247.39
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	247.57
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	969.52
00387129	ZOETIS LLC	VETERINARY SUPPLIES	539.28
00387172	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,606.78
00387191	HILLS PET NUTRITION	VETERINARY SERVICES	609.92
00387196	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	1,850.00
00387204	MWI VETERINARY SUPPLY CO	SUPPLIES	1,943.89
00387245	VICTOR MEDICAL COMPANY	SUPPLIES	1,870.43
00387292	DELTA DENTAL	INSURANCE PREMIUM	357.17
00936434	MOBILE MINI LLC	STORAGE UNIT	121.90
00936453	IDEXX LABORATORIES INC	VERTERINARY SUPPLIES	25.95
00936456	MOBILE MINI LLC	STORAGE UNIT	121.90
<b>215</b>	<b>Civic Arts Fund</b>		
<b>Civic Arts</b>			
00387076	LOWES COMPANIES INC	SUPPLIES	234.13
00387140	ANTIOCH GLASS	WINDOW REPLACEMENT	387.40
00387317	HOME DEPOT, THE	SUPPLIES	751.53
<b>219</b>	<b>Recreation Fund</b>		
<b>Non Departmental</b>			
00387127	WIMBERLEY, VICTORIA	RENTAL DEPOSIT REFUND	500.00
00387252	AGUILAR, MICHELE	EVENT INSURANCE REFUND	1,432.00

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00387261	ANTIOCH HISTORICAL SOCIETY	RENTAL DEPOSIT REFUND	500.00
00387264	BACON, RENEE	RENTAL INSURANCE REFUND	628.00
00387295	DOROTHY, LATONYA	RENTAL DEPOSIT REFUND	500.00
00387305	GARCIA, KARA	RENTAL DEPOSIT REFUND	628.00
00387324	JONES, JOHN	RENTAL DEPOSIT REFUND	628.00
00387333	MANALAC, BRENDA	RENTAL DEPOSIT REFUND	1,190.00
00387359	ROMERO, DANETTE	RENTAL DEPOSIT REFUND	500.00
00387371	TAGLORIN, KRYSTLE	RENTAL DEPOSIT REFUND	500.00
00387380	VANNARITH, MELANIE	RENTAL DEPOSIT REFUND	1,456.00
<b>Nick Rodriguez Community Cent</b>			
00387011	BALLESTEROS, LEE	TECHNICAL SERVICES	100.00
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	2,949.87
00387386	WESTAMERICA BANK	COPIER LEASE	270.80
00936428	GRAINGER INC	SUPPLIES	314.58
<b>Senior Programs</b>			
00387013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	121.82
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1.00
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	1,966.58
<b>Recreation Sports Programs</b>			
00387013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	259.28
00387076	LOWES COMPANIES INC	SUPPLIES	45.53
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,615.52
00387092	PIONEER MANUFACTURING COMPANY	SUPPLIES	500.19
00387195	KIDZ LOVE SOCCER INC	YOUTH SOCCER LESSONS	1,987.20
<b>Recreation-Comm Center</b>			
00387009	AT AND T MCI	PHONE	66.08
00387011	BALLESTEROS, LEE	TECHNICAL SERVICES	75.00
00387013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,996.74
00387028	COMCAST	CONNECTION SERVICES	50.01
00387076	LOWES COMPANIES INC	SUPPLIES	22.89
00387212	PACIFIC GAS AND ELECTRIC CO	GAS	6,406.61
00387241	UNIQUE PEST CONTROL	BIRD CONTROL	400.00
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387252	AGUILAR, MICHELE	ROOM RENTAL REFUND	1,225.00
00387324	JONES, JOHN	ROOM RENTAL REFUND	841.00
00387380	VANNARITH, MELANIE	ROOM RENTAL REFUND	1,790.00
00936516	DEL CONTES LANDSCAPING	LANDSCAPE SERVICES	2,630.00
<b>Recreation Water Park</b>			
00387013	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,405.24
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	16,476.15
00387103	ROBERTS AND BRUNE CO	SUPPLIES	172.62
00387151	BAY CITIES PYROTECTOR	INSPECTION SERVICES	4,020.00
00387175	FAST SIGNS	ADVERTISING BANNER	123.10
00387198	LESLIES POOL SUPPLIES	SUPPLIES	190.31
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	146.42
00387217	QUADIENT LEASING USA INC	POSTAGE	49.11

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00387243	UNIVAR SOLUTIONS USA INC	CHEMICALS	1,109.56
00387264	BACON, RENEE	ROOM RENTAL REFUND	685.00
00387295	DOROTHY, LATONYA	ROOM RENTAL REFUND	266.00
00387305	GARCIA, KARA	ROOM RENTAL REFUND	951.00
00387318	HONEYWELL INTERNATIONAL INC	HVAC SERVICES	7,013.11
00387331	LINCOLN EQUIPMENT INC	CHEMICALS	716.05
00387333	MANALAC, BRENDA	ROOM RENTAL REFUND	1,131.00
00387345	NEXTEL SPRINT	PHONE	16.02
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	134.99
00936428	GRAINGER INC	SUPPLIES	1,284.90
00936516	DEL CONTES LANDSCAPING INC	LANDSCAPE SERVICES	4,548.33
<b>221</b>	<b>Asset Forfeiture Fund</b>		
	<i>Non Departmental</i>		
00387091	PEIRSON, KRISTINA	RETURN OF FUNDS	1,032.00
<b>222</b>	<b>Measure C/J Fund</b>		
	<i>Non Departmental</i>		
	<i>Streets</i>		
00387058	INTERMOUNTAIN SLURRY SEAL INC	PAVEMENT RESURFACING PROJECT	8,580.00
<b>223</b>	<b>Child Care Fund</b>		
	<i>Child Care</i>		
00387282	COMBINATION LOCK AND SAFE	REPAIR SERVICES	160.00
<b>226</b>	<b>Solid Waste Reduction Fund</b>		
	<i>Solid Waste</i>		
00387017	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	60.00
00387032	CONTRA COSTA CO PUBLIC WORKS	MR FUNNELHEAD PSAS	5,000.00
00387080	NORTHERN CA RECYCLING ASSOC.	REGIONAL AD CAMPAIGN	1,000.00
00387311	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	21.96
<b>229</b>	<b>Pollution Elimination Fund</b>		
	<i>Channel Maintenance Operation</i>		
00387076	LOWES COMPANIES INC	SUPPLIES	96.26
00387206	NOMAD ECOLOGY LLC	CONSULTING SERVICES	165.00
00387257	ANTIOCH ACE HARDWARE	SUPPLIES	115.24
00387345	NEXTEL SPRINT	PHONE	17.01
	<i>Storm Drain Administration</i>		
00387311	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	19.78
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<i>Lonetree Maintenance Zone 1</i>		
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	758.82
00387120	TERRACARE ASSOCIATES	TURF MOWING	136.60
00387373	TERRACARE ASSOCIATES	TURF MOWING	136.60
	<i>Lonetree Maintenance Zone 2</i>		
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	720.65
00387132	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	5,978.00
	<i>Lonetree Maintenance Zone 4</i>		
00387120	TERRACARE ASSOCIATES	TURF MOWING	218.56
00387373	TERRACARE ASSOCIATES	TURF MOWING	218.56



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**252 Downtown SLLMD Fund**

***Downtown Maintenance***

00386998	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,152.08
00387053	HANSON AND FITCH	RESTROOM RENTAL	1,035.72
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	382.95
00387120	TERRACARE ASSOCIATES	TURF MOWING	136.60
00387313	HANSON AND FITCH	RESTROOM RENTAL	1,035.72
00387373	TERRACARE ASSOCIATES	TURF MOWING	136.60
00936452	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	516.24

**253 Almondridge SLLMD Fund**

***Almondridge Maintenance***

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	209.02
00387132	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80

**254 Hillcrest SLLMD Fund**

***Hillcrest Maintenance Zone 1***

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	597.77
00387120	TERRACARE ASSOCIATES	TURF MOWING	355.16
00387228	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,216.00
00387373	TERRACARE ASSOCIATES	TURF MOWING	355.16

***Hillcrest Maintenance Zone 2***

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	730.33
00387118	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	750.00
00387120	TERRACARE ASSOCIATES	TURF MOWING	486.30
00387234	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	850.00
00387366	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,216.00
00387373	TERRACARE ASSOCIATES	TURF MOWING	486.30

***Hillcrest Maintenance Zone 4***

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	659.80
00387120	TERRACARE ASSOCIATES	TURF MOWING	273.20
00387228	SILVA LANDSCAPE	LANDSCAPE SERVICES	804.00
00387373	TERRACARE ASSOCIATES	TURF MOWING	273.20

**255 Park 1A Maintenance District Fund**

***Park 1A Maintenance District***

00387089	PACIFIC GAS AND ELECTRIC CO	GAS	53.42
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	61.68
00387120	TERRACARE ASSOCIATES	TURF MOWING	355.16
00387373	TERRACARE ASSOCIATES	TURF MOWING	355.16

**256 Citywide 2A Maintenance District Fund**

***Citywide 2A Maintenance Zone 3***

00386998	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,434.72
00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	76.62
00387120	TERRACARE ASSOCIATES	TURF MOWING	5.46
00387373	TERRACARE ASSOCIATES	TURF MOWING	5.46

***Citywide 2A Maintenance Zone 4***

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	320.10
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***Citywide 2A Maintenance Zone 5***

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	464.82
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**Citywide 2A Maintenance Zone 6**

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	241.91
00387120	TERRACARE ASSOCIATES	TURF MOWING	327.84
00387373	TERRACARE ASSOCIATES	TURF MOWING	327.84

**Citywide 2A Maintenance Zone 8**

00387120	TERRACARE ASSOCIATES	TURF MOWING	27.32
00387373	TERRACARE ASSOCIATES	TURF MOWING	27.32

**Citywide 2A Maintenance Zone 9**

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	475.63
00387120	TERRACARE ASSOCIATES	TURF MOWING	81.96
00387367	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,800.00
00387373	TERRACARE ASSOCIATES	TURF MOWING	81.96

**Citywide 2A Maintenance Zone 10**

00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	140.93
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**257 SLLMD Administration Fund**

**SLLMD Administration**

00387000	ANTIOCH ACE HARDWARE	SUPPLIES	208.88
00387076	LOWES COMPANIES INC	SUPPLIES	330.82
00387120	TERRACARE ASSOCIATES	TURF MOWING	327.84
00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1.77
00387173	EBMUD	LICENSE RENEWAL	1,192.35
00387244	VERIZON WIRELESS	DATA SERVICES	76.02
00387345	NEXTEL SPRINT	PHONE	41.22
00387373	TERRACARE ASSOCIATES	TURF MOWING	327.84

**311 Capital Improvement Fund**

**Non Departmental**

00387200	MERITAGE HOMES OF NO CA	HEIDORN RANCH REIMBURSEMENT	500,000.00
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**Streets**

00387148	AVON MASONRY CONSTRUCTION	BRICKWORK	4,600.00
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**Energy Efficiency**

00387074	LOCAL GOVERNMENT COMMISSION	CIVICSPARK FELLOW	2,363.64
00387311	HAAS-WAJDOWICZ, JULIE A	EXPENSE REIMBURSEMENT	30.84

**376 Lone Diamond Fund**

**Assessment District**

00387157	CENTRAL SELF STORAGE ANTIOCH	STORAGE RENT	302.00
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**416 Honeywell Capital Lease Fund**

**Non Departmental**

00387265	BANK OF AMERICA	DEBT SERVICE PAYMENT	45,917.90
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**569 Vehicle Replacement Fund**

**Equipment Maintenance**

00387133	ALL STAR FORD	REPLACEMENT VEHICLES	171,795.72
00387253	ALL STAR FORD	NEW VEHICLE	97,030.08

**570 Equipment Maintenance Fund**

**Non Departmental**

00387055	HUNT AND SONS INC	FUEL	8,685.81
00387319	HUNT AND SONS INC	FUEL	23,976.81

**Equipment Maintenance**

00387001	ANTIOCH AUTO PARTS	AUTO PARTS	106.91
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Prepared by: Lauren Posada

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00387090	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	556.66
00387104	ROCHAT AND SMITH APPRAISALS	SERVICES	150.00
00387122	TRED SHED, THE	TIRES	4,054.84
00387131	AFFORDABLE TIRE CENTER	VEHICLE REPAIR	60.00
00387138	ANTIOCH AUTO PARTS	AUTO PARTS	1,220.07
00387145	ARROWHEAD 24 HOUR TOWING INC	TOWING	147.50
00387153	BILL BRANDT FORD	MAINTENANCE SERVICES	1,886.18
00387159	CHUCKS BRAKE AND WHEEL SERVICE	PARTS	259.13
00387177	FASTRAK VIOLATION PROCESSING	TRAVEL EXPENSES	73.00
00387182	FURBER SAW INC	PARTS	49.50
00387190	HARLEY DAVIDSON	PARTS	649.17
00387210	OREILLY AUTO PARTS	AUTO PARTS	1,533.29
00387220	RELIABLE MOBILE AUTOMOTIVE	EMERGENCY VEHICLE REPAIR	5,913.79
00387235	STOMMEL INC	EQUIPMENT	70.76
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387247	WALNUT CREEK FORD	AUTO PARTS	494.83
00387258	ANTIOCH AUTO PARTS	AUTO PARTS	863.96
00387262	ARROWHEAD 24 HOUR TOWING INC	EMERGENCY TOWING	271.00
00387275	CHUCKS BRAKE AND WHEEL SERVICE	AUTO PARTS	473.50
00387277	CLASSY GLASS	VEHICLE TINTING	1,225.00
00387298	FALCON COLLISION REPAIR INC	EMERGENCY VEHICLE REPAIR	3,298.98
00387308	GOLDEN GATE TRUCK CENTER	TRUCK SENSOR	60.56
00387335	MATCO TOOLS	TOOLS	327.75
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	273.11
00387348	OREILLY AUTO PARTS	AUTO PARTS	1,562.54
00387354	PHILS DIESEL CLINIC INC	EMERGENCY PART	5,331.31
00387368	STOMMEL INC	EQUIPMENT	360.35
00387388	WINTER CHEVROLET CO	REPAIR PART	3,012.66
00936442	BIG SKY ENVIRONMENTAL SOLUTIONS	DISPOSAL SERVICES	185.00
00936455	KIMBALL MIDWEST	SUPPLIES	494.71
00936462	SC FUELS	SUPPLIES	2,533.81
00936481	BIG SKY ENVIRONMENTAL SOLUTIONS	DISPOSAL SERVICES	513.35
00936580	PETERSON TRACTOR CO	PARTS	821.51
00936604	SC FUELS	SUPPLIES	1,183.26
<b>573</b>	<b>Information Services Fund</b>		
	<b>Information Services</b>		
00387382	VERIZON WIRELESS	DATA SERVICES	382.83
	<b>Network Support &amp; PCs</b>		
00387028	COMCAST	CONNECTION SERVICES	1,648.22
00387029	COMCAST	CONNECTION SERVICES	110.05
00387213	PARCEL QUEST	SUBSCRIPTION SERVICE RENEWAL	4,500.00
00387256	AMS DOT NET INC	SUPPORT SERVICES	4,600.00
00387283	COMCAST	CONNECTION SERVICES	256.99
00387376	TREDENT DATA SYSTEMS INC	MAINTENANCE SERVICES	4,829.00
	<b>Telephone System</b>		
00387009	AT AND T MCI	PHONE	688.59
00387146	AT AND T MCI	LONG DISTANCE LINES	22.73

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**Office Equipment Replacement**

00936427	DELL COMPUTER CORP	COMPUTER EQUIPMENT	26,824.34
00936445	COMPUTERLAND	SUPPLIES	52.13
00936447	DELL COMPUTER CORP	COMPUTER EQUIPMENT	16,806.16

**577 Post Retirement Medical-Police Fund**

**Non Departmental**

00387267	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00387271	RETIREE	MEDICAL AFTER RETIREMENT	762.82
00387291	RETIREE	MEDICAL AFTER RETIREMENT	1,108.78
00387306	RETIREE	MEDICAL AFTER RETIREMENT	1,090.58
00387323	RETIREE	MEDICAL AFTER RETIREMENT	704.31
00387328	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00387337	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00387338	RETIREE	MEDICAL AFTER RETIREMENT	1,321.13
00387387	RETIREE	MEDICAL AFTER RETIREMENT	860.04
00387390	RETIREE	MEDICAL AFTER RETIREMENT	17.69
00936466	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936467	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936471	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00936474	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936475	RETIREE	MEDICAL AFTER RETIREMENT	1,433.99
00936479	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936480	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00936489	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936494	RETIREE	MEDICAL AFTER RETIREMENT	1,000.95
00936496	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00936500	RETIREE	MEDICAL AFTER RETIREMENT	563.78
00936502	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936515	RETIREE	MEDICAL AFTER RETIREMENT	1,280.32
00936517	RETIREE	MEDICAL AFTER RETIREMENT	1,536.98
00936522	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936523	RETIREE	MEDICAL AFTER RETIREMENT	883.00
00936524	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936539	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00936541	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936542	RETIREE	MEDICAL AFTER RETIREMENT	1,378.92
00936543	RETIREE	MEDICAL AFTER RETIREMENT	275.71
00936544	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936556	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936557	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936560	RETIREE	MEDICAL AFTER RETIREMENT	131.98
00936572	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00936573	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936586	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936587	RETIREE	MEDICAL AFTER RETIREMENT	584.82
00936590	RETIREE	MEDICAL AFTER RETIREMENT	968.92
00936592	RETIREE	MEDICAL AFTER RETIREMENT	1,013.74
00936595	RETIREE	MEDICAL AFTER RETIREMENT	245.25

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00936605	RETIREE	MEDICAL AFTER RETIREMENT	566.53
00936607	RETIREE	MEDICAL AFTER RETIREMENT	1,420.72
00936616	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936618	RETIREE	MEDICAL AFTER RETIREMENT	768.49
00936624	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936625	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936629	RETIREE	MEDICAL AFTER RETIREMENT	245.25
00936641	RETIREE	MEDICAL AFTER RETIREMENT	539.86
00936642	RETIREE	MEDICAL AFTER RETIREMENT	629.49
00936645	RETIREE	MEDICAL AFTER RETIREMENT	629.49
<b>578</b>	<b>Post Retirement Medical-Misc Fund</b>		
	<b>Non Departmental</b>		
00387266	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00387273	RETIREE	MEDICAL AFTER RETIREMENT	363.34
00387294	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00387309	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00387312	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00387356	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00387360	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00387381	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00936437	RETIREE	MEDICAL AFTER RETIREMENT	2,030.76
00936468	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936469	RETIREE	MEDICAL AFTER RETIREMENT	188.03
00936473	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936478	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936484	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936486	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936490	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936491	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936492	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936495	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936503	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936507	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936508	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936511	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936514	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936519	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936520	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936521	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936528	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00936529	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936531	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936532	RETIREE	MEDICAL AFTER RETIREMENT	126.13
00936538	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936540	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936551	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936555	RETIREE	MEDICAL AFTER RETIREMENT	103.69
00936559	RETIREE	MEDICAL AFTER RETIREMENT	97.69

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00936562	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936564	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936565	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936568	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936570	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936579	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936582	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936583	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936589	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936594	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936598	RETIREE	MEDICAL AFTER RETIREMENT	97.67
00936603	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936606	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936611	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936622	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936627	RETIREE	MEDICAL AFTER RETIREMENT	79.02
00936628	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936630	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936632	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936633	RETIREE	MEDICAL AFTER RETIREMENT	676.92
00936640	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936643	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936644	RETIREE	MEDICAL AFTER RETIREMENT	570.38
<b>579</b>	<b>Post Retirement Medical-Mgmt Fund</b>		
	<b>Non Departmental</b>		
00387276	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00387303	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00387310	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00387315	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00387316	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00387329	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00387339	RETIREE	MEDICAL AFTER RETIREMENT	437.37
00387341	RETIREE	MEDICAL AFTER RETIREMENT	735.38
00387378	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936470	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936476	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936477	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936482	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936483	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936485	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00936487	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936493	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936497	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936498	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936501	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00936504	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00936505	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00936506	RETIREE	MEDICAL AFTER RETIREMENT	188.03

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00936509	RETIREE	MEDICAL AFTER RETIREMENT	515.08
00936510	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936512	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00936513	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936518	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936525	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936526	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936527	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936534	RETIREE	MEDICAL AFTER RETIREMENT	357.40
00936535	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936536	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936537	RETIREE	MEDICAL AFTER RETIREMENT	200.43
00936545	RETIREE	MEDICAL AFTER RETIREMENT	346.39
00936546	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00936550	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936552	RETIREE	MEDICAL AFTER RETIREMENT	700.38
00936553	RETIREE	MEDICAL AFTER RETIREMENT	223.62
00936554	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936558	RETIREE	MEDICAL AFTER RETIREMENT	874.90
00936561	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936563	RETIREE	MEDICAL AFTER RETIREMENT	1,397.98
00936566	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00936567	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936569	RETIREE	MEDICAL AFTER RETIREMENT	1,151.48
00936574	RETIREE	MEDICAL AFTER RETIREMENT	155.69
00936576	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936577	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936578	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936584	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936585	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936591	RETIREE	MEDICAL AFTER RETIREMENT	607.47
00936593	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936596	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936597	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936599	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936600	RETIREE	MEDICAL AFTER RETIREMENT	155.70
00936601	RETIREE	MEDICAL AFTER RETIREMENT	874.40
00936602	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936608	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936609	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936610	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936612	RETIREE	MEDICAL AFTER RETIREMENT	245.78
00936613	RETIREE	MEDICAL AFTER RETIREMENT	630.56
00936614	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936615	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936617	RETIREE	MEDICAL AFTER RETIREMENT	450.38
00936619	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00936621	RETIREE	MEDICAL AFTER RETIREMENT	97.69

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00936623	RETIREE	MEDICAL AFTER RETIREMENT	570.38
00936626	RETIREE	MEDICAL AFTER RETIREMENT	436.90
00936631	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936634	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936635	RETIREE	MEDICAL AFTER RETIREMENT	334.38
00936636	RETIREE	MEDICAL AFTER RETIREMENT	215.69
00936637	RETIREE	MEDICAL AFTER RETIREMENT	1,859.07
00936638	RETIREE	MEDICAL AFTER RETIREMENT	97.69
00936639	RETIREE	MEDICAL AFTER RETIREMENT	1,706.12
<b>611</b>	<b>Water Fund</b>		
	<b>Non Departmental</b>		
00387001	ANTIOCH AUTO PARTS	AUTO PARTS	1,417.52
00387020	BISHOP CO	SUPPLIES	1,460.93
00387041	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,022.95
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	1,731.25
00387255	AMERICAN TEXTILE AND SUPPLY	SUPPLIES	110.08
00387280	COLE SUPPLY CO INC	SUPPLIES	4,874.12
00387297	EAST BAY WORK WEAR	SUPPLIES	1,116.88
00387299	FASTENAL CO	SUPPLIES	230.57
00387349	PACE SUPPLY CORP	SUPPLIES	351.86
00387358	ROBERTS AND BRUNE CO	SUPPLIES	583.12
00936429	HAMMONS SUPPLY COMPANY	SUPPLIES	1,685.54
00936450	HAMMONS SUPPLY COMPANY	SUPPLIES	535.33
00936530	GRAINGER INC	SUPPLIES	530.27
00936533	HAMMONS SUPPLY COMPANY	SUPPLIES	1,083.89
	<b>Water Supervision</b>		
00387216	POOLE, ALLEN AND BLANCA	CHECK REPLACEMENT	76.68
00387244	VERIZON WIRELESS	DATA SERVICES	152.04
00387345	NEXTEL SPRINT	PHONE	141.93
	<b>Water Production</b>		
00387000	ANTIOCH ACE HARDWARE	SUPPLIES	19.82
00387009	AT AND T MCI	CONNECTION SERVICES	132.12
00387056	IDN WILCO	SUPPLIES	835.10
00387062	JOHNSON, GAVIN LEE	EXPENSE REIMBURSEMENT	90.00
00387063	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	27,043.54
00387064	KELLY MOORE PAINT CO	PAINT	668.81
00387068	LAW OFFICE OF MATTHEW EMRICK	LEGAL SERVICES RENDERED	1,998.00
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	200.00
00387076	LOWES COMPANIES INC	SUPPLIES	203.34
00387089	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	62.78
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	93,615.87
00387093	POLYDYNE INC	POLYMER	5,475.38
00387114	SOLVAY FLUORIDES LLC	CHEMICALS	6,220.07
00387136	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	850.00
00387137	ANTIOCH ACE HARDWARE	PARTS	51.15
00387142	ARAMARK UNIFORM SERVICES	JANITORIAL SERVICES	115.42
00387160	CITY OF BRENTWOOD	GROUNDWATER SUPPORT	5,753.14
00387167	CONTRA COSTA WATER DISTRICT	UNTREATED WATER	440,717.38

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00387180	FINBERG FENCING INC	FENCE REPAIR	295.00
00387181	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	628.30
00387187	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00387189	HACH CO	LAB SUPPLIES	4,956.64
00387197	LEIGHTON STONE CORP	PARTS	805.81
00387201	MORIN PROCESS EQUIPMENT	PARTS	1,775.95
00387239	TRUE BLUE AUTOMATION SERVICES	SERVICE	5,332.00
00387243	UNIVAR SOLUTIONS USA INC	CHEMICALS	17,788.75
00387244	VERIZON WIRELESS	DATA SERVICES	38.01
00387246	VILLASANA, LAURA ALBIDRESS	EXPENSE REIMBURSEMENT	55.00
00387248	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	8,189.98
00387257	ANTIOCH ACE HARDWARE	SUPPLIES	36.36
00387258	ANTIOCH AUTO PARTS	PARTS	48.24
00387289	CUMMINS WEST INC	PARTS	407.47
00387300	FINBERG FENCING INC	FENCE REPAIR	3,310.00
00387302	FOSTER, GARY A	EXPENSE REIMBURSEMENT	50.00
00387325	KAPSCH TRAFFICOM USA INC	PROFESSIONAL SERVICES	8,100.00
00387345	NEXTEL SPRINT	PHONE	64.32
00387377	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,272.51
00387389	WOODWARD DRILLING COMPANY	PROFESSIONAL SERVICES	726.00
00936424	CHEMTRADE CHEMICALS US LLC	ALUM	3,317.41
00936425	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	48.34
00936428	GRAINGER INC	PARTS	275.09
00936433	KARSTE CONSULTING INC	CONSULTING SERVICES	1,267.50
00936435	PETERSON TRACTOR CO	EQUIPMENT RENTAL	4,419.54
00936448	EUROFINS EATON ANALYTICAL INC	TESTING	710.00
00936453	IDEXX LABORATORIES INC	SUPPLIES	3,402.94
00936459	NTU TECHNOLOGIES INC	POLYMER	6,332.13
00936460	PETERSON TRACTOR CO	EQUIPMENT RENTAL	4,419.54
00936499	CHEMTRADE CHEMICALS US LLC	CHEMICALS	9,573.14
00936530	GRAINGER INC	SUPPLIES	540.79
00936580	PETERSON TRACTOR CO	EQUIPMENT RENTAL	4,419.54
<b>Water Distribution</b>			
00387000	ANTIOCH ACE HARDWARE	SUPPLIES	30.90
00387003	ANTIOCH BUILDING MATERIALS	ASPHALT	1,468.08
00387025	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	1,890.00
00387028	COMCAST	CONNECTION SERVICES	1,036.98
00387054	HEATH CONSULTANTS	REPAIR SERVICES	341.87
00387076	LOWES COMPANIES INC	BRASS FITTINGS	466.59
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	193.50
00387088	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	498.05
00387103	ROBERTS AND BRUNE CO	SUPPLIES	6,005.48
00387105	SABRE BACKFLOW LLC	PARTS	440.00
00387123	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	21.50
00387133	ALL STAR FORD	REPLACEMENT VEHICLE	41,268.00
00387137	ANTIOCH ACE HARDWARE	SUPPLIES	8.84
00387138	ANTIOCH AUTO PARTS	PARTS	530.93
00387139	ANTIOCH BUILDING MATERIALS	ASPHALT	7,453.38

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00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	560.00
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	379.04
00387211	PACIFIC CREDIT SERVICES	COLLECTION FEES	247.82
00387221	REYES JR, LEO	CERTIFICATION REIMBURSEMENT	130.00
00387223	ROYAL BRASS INC	SUPPLIES	8.21
00387236	SYAR INDUSTRIES INC	ASPHALT	2,051.42
00387240	TYLER TECHNOLOGIES	METER READER INTERFACE	1,375.00
00387242	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.50
00387244	VERIZON WIRELESS	DATA SERVICES	418.11
00387280	COLE SUPPLY CO INC	SUPPLIES	146.48
00387290	CWEA SFBS	MEMBERSHIP RENEWALS	768.00
00387292	DELTA DENTAL	INSURANCE PREMIUM	44.65
00387293	DELTA DIABLO	RECYCLED WATER	7,942.44
00387299	FASTENAL CO	SUPPLIES	1,104.30
00387304	G AND S PAVING INC	ASPHALT REPAIRS	41,885.45
00387345	NEXTEL SPRINT	PHONE	381.34
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	67.76
00387347	ONICHEV, ARTEM	CERTIFICATE REIMBURSEMENT	100.00
00387350	PACIFIC COAST ENGINEERING INC	EMERGENCY PAVING	130,905.00
00387358	ROBERTS AND BRUNE CO	PIPE FITTINGS	3,848.33
00387362	ROYAL BRASS INC	SUPPLIES	114.11
00936428	GRAINGER INC	SUPPLIES	42.28
00936432	INFOSEND INC	POSTAGE COSTS	1,003.51
00936441	BADGER METER INC	WATER METERS	2,662.95
00936445	COMPUTERLAND	COMPUTER EQUIPMENT	1,373.54
00936454	INFOSEND INC	POSTAGE COSTS	4,592.18
00936472	BADGER METER INC	METER REGISTERS	3,588.97
00936549	INFOSEND INC	POSTAGE COSTS	1,643.57
00936588	RAY MORGAN COMPANY	MAINTENANCE SERVICES	614.42
<b>Public Buildings &amp; Facilities</b>			
00387156	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	17,977.35
00387179	FEDEX	SHIPPING	30.65
00387325	KAPSCH TRAFFICOM USA INC	SUPPORT SERVICES	5,118.75
00936444	CAROLLO ENGINEERS INC	PROFESSIONAL SERVICES	389,040.66
<b>621</b>	<b>Sewer Fund</b>		
<b>Swr-Wastewater Administration</b>			
00387003	ANTIOCH BUILDING MATERIALS	ASPHALT	1,468.08
00387025	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	1,890.00
00387028	COMCAST	CONNECTION SERVICES	1,036.99
00387057	INFRASTRUCTURE TECHNOLOGIES	IT PIPES SOFTWARE	9,650.00
00387076	LOWES COMPANIES INC	SUPPLIES	677.44
00387083	OFFICE DEPOT INC	OFFICE SUPPLIES	166.49
00387126	WESCO RECEIVABLES CORP	SUPPLIES	498.98
00387130	ADVANCED TRENCHLESS INC	SEWER REPAIR	124,936.00
00387133	ALL STAR FORD	REPLACEMENT VEHICLE	6,408.00
00387139	ANTIOCH BUILDING MATERIALS	ASPHALT	7,812.89
00387149	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	187.49
00387152	BEVEL PRO	EQUIPMENT	316.78

Prepared by: Lauren Posada

Finance Accounting

4/9/2020

CITY OF  
**ANTIOCH**  
 CALIFORNIA

CITY OF ANTIOCH  
 CLAIMS BY FUND REPORT  
 FOR THE PERIOD OF  
 MARCH 13 - APRIL 2, 2020  
 FUND/CHECK#

00387188	H&R PLUMBING AND DRAIN CLEANING	MANHOLE REHABILITATION	48,400.00
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	174.00
00387236	SYAR INDUSTRIES INC	ASPHALT	2,051.43
00387240	TYLER TECHNOLOGIES	METER READER INTERFACE	1,375.00
00387244	VERIZON WIRELESS	DATA SERVICES	304.08
00387250	ADVANCED TRENCHLESS INC	SEWER REPAIR	33,225.00
00387292	DELTA DENTAL	INSURANCE PREMIUM	44.65
00387304	G AND S PAVING INC	ASPHALT REPAIRS	41,885.45
00387336	MCCAMPBELL ANALYTICAL INC	TESTING	404.00
00387345	NEXTEL SPRINT	PHONE	34.01
00387346	OFFICE DEPOT INC	OFFICE SUPPLIES	34.98
00387349	PACE SUPPLY CORP	SUPPLIES	103.79
00387358	ROBERTS AND BRUNE CO	PIPE FITTINGS	1,651.86
00387382	VERIZON WIRELESS	DATA SERVICES	2,699.78
00936429	HAMMONS SUPPLY COMPANY	SUPPLIES	182.67
00936432	INFOSEND INC	POSTAGE COSTS	1,003.51
00936445	COMPUTERLAND	COMPUTER EQUIPMENT	1,350.78
00936449	GRAINGER INC	SUPPLIES	5.35
00936454	INFOSEND INC	POSTAGE COSTS	4,592.15
00936463	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00
00936549	INFOSEND INC	POSTAGE COSTS	1,643.55
<b>Wastewater Collection</b>			
00387286	CONTRA COSTA COUNTY	SEWER PROJECT	139.17
<b>631</b>	<b>Marina Fund</b>		
<b>Marina Administration</b>			
00387070	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00
00387076	LOWES COMPANIES INC	SUPPLIES	551.86
00387090	PACIFIC GAS AND ELECTRIC CO	GAS	5,854.28
00387169	CUSTOM COMPUTERS INC	SUPPORT SERVICES	1,624.03
00387193	HUNT AND SONS INC	FUEL	225.00
00387208	OFFICE DEPOT INC	OFFICE SUPPLIES	62.81
00387260	ANTIOCH HERALD	ADVERTISING	212.50
00387345	NEXTEL SPRINT	PHONE	47.31
00936450	HAMMONS SUPPLY COMPANY	SUPPLIES	145.83
<b>Major Projects</b>			
00387179	FEDEX	SHIPPING	30.65



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Kevin Scudero, Associate Planner

**APPROVED BY:** Forrest Ebbs, Community Development Director

**SUBJECT:** Senior Density Bonus Agreement - AMCAL

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution approving a Senior Housing Density Bonus Agreement between the City of Antioch and AMCAL Antioch Fund, L.P.

### **FISCAL IMPACT**

There is no projected fiscal impact.

### **DISCUSSION**

On May 14, 2019 the City Council approved the AMCAL family/senior apartments project. The project is a gated residential community comprised of 11 three-story apartment buildings with 390 affordable units and four manager units; 214 of the units will be designed for families, and 176 units will be age restricted senior units.

As part of the project approvals the City Council approved a density bonus under the provisions of Antioch Municipal Code § 9-5.3402, which allows for senior housing developments with a zoning designation of Senior Housing Overlay District (SH) to receive a density bonus of twenty percent. Antioch Municipal Code § 9-5.3406 requires that each senior housing development that receives a density bonus to execute a Senior Housing Density Bonus Agreement prior to the issuance of building permits. The agreement will ensure that the proposed number of senior housing units are dedicated to senior. The agreement will also ensure that the units remain senior units for a period of not less than 30 years. The agreement will be recorded and enforceable by the City and will provide prospective future buyers/assignees with notice that this provision exists. A copy of the agreement is included as Attachment "B" to the staff report.

### **ATTACHMENTS**

- A. Resolution
- B. Senior Housing Density Bonus Agreement

# ATTACHMENT "A"

## RESOLUTION NO. 2020/\*\*

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING A SENIOR HOUSING DENSITY BONUS AGREEMENT WITH AMCAL ANTIOCH FUND. L.P

**WHEREAS**, On May 14, 2019 the City Council approved the AMCAL family/senior apartments project;

**WHEREAS**, as part of the project approvals, the City Council approved a senior housing density bonus under the provisions of Antioch Municipal Code § 9-5.3402, which allows for senior housing developments with a zoning designation of Senior Housing Overlay District (SH) to receive a density bonus of twenty percent;

**WHEREAS**, the approval of a senior housing density bonus requires the project applicant to enter into a senior housing density bonus agreement with the City of Antioch as required by Antioch Municipal Code § 9-5.3406; and

**WHEREAS**, Staff has reviewed the senior housing density bonus agreement and has determined that it is in compliance with the senior housing density bonus requirements outlined in the Antioch Municipal Code;

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby adopts the resolution approving a senior housing density bonus agreement between the City of Antioch and AMCAL Antioch Fund, L.P.

\* \* \* \* \*

**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 14<sup>th</sup> day of April 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Antioch  
200 H Street  
Antioch, CA 94509-1285  
Attn: City Clerk

Space above line for Recorder's use only  
Exempt from Recording Fees pursuant to Govt. Code § 27383

**SENIOR HOUSING DENSITY BONUS AGREEMENT**

THIS SENIOR HOUSING DENSITY BONUS AGREEMENT (the "**Agreement**"), dated as of \_\_\_\_\_, 2019, is made and entered into by and between City OF ANTIOCH ("**City**") and AMCAL Antioch Fund, L.P., a California limited partnership ("**Owner**" and collectively with the City, the "**Parties**"), with reference to the following recited facts (each a "**Recital**"):

**RECITALS**

A. WHEREAS, Owner is Owner of that certain real property located 3560 East 18th Street, Antioch, CA 94509 ("**Property**"), as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference, on which Owner proposes to construct a multifamily rental housing project consisting of three hundred ninety-four (394) rental units ("**Project**").

B. WHEREAS, pursuant to Section 9-5.3401 of City Municipal Code (the "**Code**"), Owner submitted an application to City to rezone the Property to include a Senior Housing Overlay District for the purpose of receiving density bonus equal to 20% of the Property's base density (the "**Senior Density Bonus**").

C. WHEREAS, pursuant to Resolution No. 2019/74 City Council of City (the "**Resolution**"), City approved, among other matters, rezoning the Property to include a Senior Housing Overlay District and the granting of the Senior Density Bonus.

D. WHEREAS, pursuant to Section 9-5.03406 of the Code and Condition of Approval L.27. attached to the Resolution, Owner is required to enter into this Agreement restricting the use of certain of the units in the Project as more fully set forth herein.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES SET FORTH IN THIS AGREEMENT, CITY AND OWNER AGREE AS FOLLOWS:

1. **DEFINED TERMS.** All initially capitalized terms not otherwise defined in the Recitals and this Agreement shall have the following meanings:

- 1.1 **Civil Code.** The California Civil Code, as may be amended from time to time.
- 1.2 **Certification of Compliance.** The form of specified by City's Community Development Department pursuant to Code Section 9-5.3503(D) to be filed annually with City.
- 1.3 **Completion of Construction.** The issuance by City of all final or temporary certificates of occupancy required for the occupancy of the Senior Housing Units in the Project.
- 1.4 **City Manager.** City Manager of City or his/her designee.
- 1.5 **Senior Citizen.** A person 55 years of age or older.
- 1.6 **Senior Housing Unit.** A Unit in the Project to be occupied or made available for occupancy exclusively individuals or families in which one member is a Senior Citizen.
- 1.7 **Term.** The period of time beginning on the date of recordation of this Agreement and ending on the thirtieth (30th) anniversary of the date the Completion of Construction for the Project is recorded.
- 1.8 **Unit.** A residential unit within the Project.

2. SENIOR HOUSING

2.1 Senior Citizen Residential Rental Property Restrictive Covenant. Owner covenants to and for the benefit of City that Owner shall develop, own, manage and operate, or cause the management and operation of, the Project to provide for \_\_\_\_\_ ( ) Senior Housing Units. City agrees and acknowledges that the Senior Housing Units may be located within specific buildings at the Project and need not be evenly distributed among all the buildings at the Project.

2.2 Federal Law Requirements. The Senior Housing Units are intended to qualify as "housing for older persons" exempt from the age restriction prohibition contained in the Federal Fair Housing Amendments Act of 1988 as amended by the Housing for Old Persons Act of 1995 (the "Acts"). In order to satisfy the requirements of the Acts, at least 80% of the units in the buildings in which the Senior Housing Units are located must be occupied by at least one person fifty-five (55) years of age or older; and Owner shall:

2.2.1 publish and adhere to policies and procedures that demonstrate the intent to provide housing for persons fifty-five (55) years of age or older for the buildings in which the Senior Housing Units are located; and

2.2.2 comply with rules issued by the Secretary of Housing and Urban Development for verification of occupancy, including (a) developing procedures for routinely determining the occupancy of each Senior Housing Unit; (b) providing for regular updates through surveys or other means and no less than once every two years; and (c) establishing and maintaining appropriate policies to require that occupants comply with the age verification procedures.



2.3 Applicable Law and Amendment Requirements. The provisions in this Agreement are intended to comply with the housing for Senior Citizen requirements in Civil Code section 51.3 and the housing for older persons exemption under the Acts of 1988 and 1995 in effect as of the date this Agreement. To the extent of any conflict between the provisions of this Agreement and applicable law regulating age restrictions in senior housing developments, the applicable law shall control notwithstanding that said applicable law may be more permissive than the restrictions set forth herein. If the applicable law (including, without limitation, Civil Code Section 51.3 and/or the Acts of 1988 and 1995) are subsequently modified or amended in any manner, the provisions of this Agreement shall be considered modified and amended in a like manner if necessary in order to remain in compliance with applicable laws. Nothing in this Agreement shall prohibit Owner from imposing additional age and/or income requirements to the Senior Housing Units to the extent said additional requirements are consistent with applicable law.

2.4 Certificate of Compliance. Commencing on April 1st of the year following the year in which Completion of Construction, and on every April 1st thereafter during the Term of this Agreement, Owner shall submit a Certificate of Compliance to City. Concurrently with the submittal of each Certificate of Compliance, Owner shall pay a monitoring fee to City in the amount of \_\_\_\_\_ with a maximum increase of 2% per year to defray City's cost of monitoring Owner's compliance with this Agreement. Owner's failure to make such payment will be a default under this Agreement.

3. **MAINTENANCE AND OPERATION OF PROPERTY.** Owner shall keep the Property well-maintained (including, without limitation, the buildings; signage; curbs, gutters and sidewalks; parking lots; lighting; landscaping; and fencing, if any); shall operate the Property in accordance with all applicable laws, including, without limitation, the Code; and shall provide the Senior Housing Units with the same levels of services and maintenance as are provided to any of the other dwelling units on the Property.

4. **NONDISCRIMINATION.** Owner covenants and agrees that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any part thereof, nor shall Owner itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendors of the Property.

5. **DEFAULTS.** The occurrence of any of the following, whatever the reason therefor, shall constitute an "**Event of Default**" by Owner:

5.1 Owner fails to perform any obligation under this Agreement, and such failure is not cured within thirty (30) days after Owner's receipt of written notice that such obligation was not performed; provided that, if cure cannot reasonably be effected within such thirty (30) day period, such failure shall not be an Event of Default so long as Owner (in any event, within such thirty (30) day time period) commences cure, and thereafter diligently and continuously prosecutes such cure to completion; or

5.2 Owner is enjoined or otherwise prohibited by any governmental agency (other than City) from occupying all or any of the Property and such injunction or prohibition continues for ninety (90) days or more for any reason; unless Owner is diligently and continuously attempting to have such injunction or prohibition stayed or lifted and Owner demonstrates, to the reasonable satisfaction of City Manager, that such stay or lifting will occur within a reasonable time.

## 6. REMEDIES

6.1 Remedies Upon Default. Upon the occurrence of any Event of Default, City may, at its option and in its absolute discretion, do any or all of the following:

6.1.1 **Specific Performance.** By mandamus or other suit, action or proceeding at law or in equity, require Owner to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of City hereunder.

6.1.2 **Exercise Other Rights.** Exercise any other rights provided by law or in such order and manner as City elects in its sole and absolute discretion.

6.2 Cumulative Remedies; No Waiver. City's rights and remedies under this Agreement are cumulative and in addition to all rights and remedies provided by law. The exercise by City of any right or remedy shall not constitute a cure or waiver of any default, nor invalidate any notice of default or any act done pursuant to any such notice, nor prejudice City in the exercise of any other right or remedy. No waiver of any default shall be implied from any omission by City to take action on account of such default if such default persists or is repeated. No waiver of any default shall affect any default other than the default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same provision. City's consent to or approval of any act by Owner requiring further consent or approval shall not be deemed to waive or render unnecessary City's consent to or approval of any subsequent act. City's acceptance of the late performance of any obligation shall not constitute a waiver by City of the right to require prompt performance of all further obligations. City's acceptance of any performance following the sending or filing of any notice of default shall not constitute a waiver of City's right to proceed with the exercise of its remedies for any unfulfilled obligations; and City's acceptance of any partial performance shall not constitute a waiver by City of any rights relating to the unfulfilled portion of the applicable obligation.

7. **COVENANTS TO RUN WITH THE LAND.** Owner hereby subjects the Property to the covenants, reservations and restrictions set forth in this Agreement. City hereby declares its express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Owner's successors in interest to all or any part of the Property; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying all or any part of the Property, or any interest therein, shall conclusively be held to have been executed, delivered and accepted

subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

8. **MORTGAGEE PROTECTION.** No breach of this Agreement shall defeat or render invalid the lien of any deed of trust or mortgage recorded against all or any portion of the Property. No lender taking title to all or any portion of the Property through foreclosure or deed in-lieu of foreclosure shall be liable for any defaults or monetary obligations of Owner arising prior to acquisition of possession of such property by such lender. City agrees to provide any lender who has recorded a deed of trust or mortgage against the Property of which City has been given notice (each, a "Lender") with written notice of any default hereunder given by City to Owner. City agrees that, notwithstanding anything to the contrary contained in this Agreement, Lender shall have an additional sixty (60) days from the date Lender receives notice of a default to cure any such default, provided that Lender shall not have any obligation to cure any such default.

9. **MISCELLANEOUS**

9.1 Governing Law. This Agreement shall be construed and enforced consistent with the internal laws of the State of California, without regard to conflicts of law principles. Any action at law or in equity arising under this Agreement or brought by any Party for the purpose of enforcing, construing, or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the Contra Costa County, State of California, or the United States District Court for the Northern District of California. The Parties waive all provisions of law providing for the removal or change of venue to any other court.

9.2 Amendments; Additional Agreements. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the official records of the County.

9.3 Notice. Any notice or demand that shall be required or permitted by law or any provision of this Agreement shall be in writing. If the notice or demand will be served upon a Party, it either shall be personally delivered to the Party; deposited in the United States mail, certified, return receipt requested, and postage prepaid; or delivered by a reliable courier service that provides a receipt showing date and time of delivery with courier charges prepaid. The notice or demand shall be addressed as follows:

TO CITY:                      City of Antioch  
   200 H Street  
   Antioch, CA 94509-1285  
   Attention: City Manager

With a copy to:              City Attorney  
   City of Antioch  
   200 H Street  
   Antioch, CA 94509-1285

TO OWNER:                    AMCAL Antioch Fund, L.P.  
   c/o AMCAL Multi-Housing, Inc.

30141 Agoura Hills Road, Suite 100  
Agoura Hills, CA 91301  
Attention: President

With a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP  
633 West Fifth Street, 64th Floor  
Los Angeles, CA 90017  
Attention: Kyle Arndt

Either Party may change the address stated in this Section 9.3 by delivering notice to the other Party in the manner provided in this Section 9.3, and thereafter notices to such Party shall be addressed and submitted to the new address. Notices delivered in accordance with this Agreement shall be deemed to be delivered upon the earlier of: (i) the date received or (iii) three business days after deposit in the mail as provided above.

9.4 Estoppel Certificate. Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the current, actual knowledge of the certifying Party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications and (c) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and extent of any such defaults. Failure to provide such certificate, or provide written explanation of why it will not do so within thirty (30) days, may, at the option of the requesting Party, be deemed a default hereunder.

9.5 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

9.6 Multiple Counterparts. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

9.7 Titles and Headings for Reference Only. The titles and headings of the articles, paragraphs and sections of this Agreement are for convenience and reference only and are not to be considered a part of this Agreement and shall not in any way interpret, modify or restrict the meaning of any term, provision, covenant, condition, restriction, reservation or agreement contained in this Agreement.

9.8 No Partnership with City. Owner is, and shall be deemed to be, an independent contractor and is not an employee of City and shall not become an agent of City.

9.9 Attorney's Fees. In case any action at law or in equity, including an action for declaratory relief, is brought against Owner to enforce the provisions of this Agreement, the losing Party agrees to pay reasonable attorney's fees and other reasonable expenses incurred by the prevailing Party.

9.10 Successors and Assigns. The terms and provisions of this Agreement bind and benefit the heirs, legal representatives, successors and assigns of the parties.

**[Signatures on following page]**

**SIGNATURE PAGE  
TO  
SENIOR HOUSING DENSITY BONUS AGREEMENT**

IN WITNESS WHEREOF, City and Owner have executed this Agreement by and through the signatures of their duly authorized representative(s) set forth below:

“OWNER”

AMCAL ANTIOCH FUND, L.P.,  
a California limited partnership

By: AMCAL Multi-Housing, Inc.,  
a California corporation,  
its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

“CITY”

CITY OF ANTIOCH

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[SIGNATURES MUST BE NOTARY ACKNOWLEDGED FOR RECORDING]**

**EXHIBIT "A"**  
**TO**  
**SENIOR HOUSING DENSITY BONUS AGREEMENT**

Property Legal Description

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Scott Buenting, Project Manager *SJB*

**REVIEWED BY:** Bailey Grewal, Interim Public Works Director/City Engineer *BG*

**APPROVED BY:** Ron Bernal, City Manager

**SUBJECT:** Second Amendment to the Consultant Services Agreement for Professional Services with The Gualco Group, Inc.

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the Second Amendment to the Consulting Services Agreement with The Gualco Group, Inc. (Gualco) for continued support related to permitting and funding activities for the Brackish Water Desalination project (Project) and extend the contract through December 31, 2020 in the amount of \$50,000 for a total contract amount of \$150,000.

**FISCAL IMPACT**

Funding for these professional services is included in the Fiscal Year 2019/20 Water Enterprise Fund.

**DISCUSSION**

Since 2017, Gualco has been advising and assisting staff in obtaining funding for the "Project". Gualco has also provided support to the City during settlement discussions with the Department of Water Resources. By approving this Second Amendment to the Agreement, Gualco will continue their supporting role with State permits, Project funding and additional funding opportunities for the Project.

**ATTACHMENTS**

A: Resolution



**ATTACHMENT "A"**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SECOND AMENDMENT  
TO THE CONSULTING SERVICES AGREEMENT FOR  
PROFESSIONAL SERVICES WITH THE GUALCO GROUP, INC.**

**WHEREAS**, on July 1, 2018, The Gualco Group, Inc. entered into an Agreement for Professional Consulting Services to advise and assist in funding opportunities for the Brackish Water Desalination Project ("Project") in the amount of \$50,000;

**WHEREAS**, on May 14, 2019, City increased the compensation for The Gualco Group, Inc. in the amount of \$50,000 bringing the total compensation to an amount not to exceed \$100,000; and

**WHEREAS**, the City Council has considered authorizing the City Manager to execute the Second Amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to permitting and funding activities for the "Project".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to execute the Second Amendment to the Consulting Services Agreement with The Gualco Group, Inc. for continued support related to permitting and funding activities for the Project and extend the contract through December 31, 2020 in the amount of \$50,000 for a total contract amount of \$150,000, in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14<sup>th</sup> day of April, 2020, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

---


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


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Scott Buenting, Project Manager 

**APPROVED BY:** Bailey Grewal, Interim Public Works Director/City Engineer 

**SUBJECT:** Amendment No. 1 to the Agreement with Clean Lakes, Inc. for the Antioch Municipal Reservoir Aquatic Vegetation Removal (P.W. 453-1)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to:

1. Authorize an amendment increasing the FY19/20 Capital Improvement Budget for the Antioch Municipal Reservoir Aquatic Removal (“Project”) in the amount of \$22,500 from the Water Enterprise Fund; and
2. Approve the first amendment to the Maintenance and Trade Services Agreement and increase the contract with Clean Lakes, Inc. (CLI) in an amount not to exceed \$14,704.28 for a total contract amount of \$92,204.28 and extend the term of the contract through December 31, 2020 for this “Project”.

**FISCAL IMPACT**

The approval of this amendment will increase the FY 19/20 budget by \$22,500 for a total budget of \$100,000 for this project from the Water Enterprise Funds to include the cost of the maintenance contract, engineering, inspection, testing and contract administration of the project.

**DISCUSSION**

On October 8, 2019, Council approved an agreement with CLI in the amount of \$77,500 for the removal of submerged aquatic vegetation (SAV) growth within the City of Antioch’s Municipal Reservoir and to provide recommendations for ongoing treatment or services to control vegetative growth in and around the reservoir.

In November of 2019, CLI performed a pre-harvest survey of the existing (SAV) conditions within the reservoir to be used as a baseline for the work. CLI proceeded to mechanically harvest SAV to a minimum depth of six feet (6’) below the water surface. In January of 2020, CLI performed a post-harvest SAV survey of the reservoir to determine current SAV

species present, growth areas within the reservoir, and plant densities post harvesting had previously performed. The harvesting was found to be successful, however due to the warm weather over the past month the SAV growth has increased rapidly. In an attempt to provide improved SAV control and reduce water quality impacts from decaying aquatic vegetation, CLI has recommended treating the reservoir with the slow acting systemic aquatic herbicide called Sonar One. Sonar One is an herbicide produced for use of aquatic vegetation in freshwater ponds, lakes and potable water sources. All chemical applications will be made and monitored as per manufacturers specifications. Chemical dosing will be below the States threshold and the reservoir water will not be used for several days to provide time for the chemical to react with the SAV and reduce the level of any residual chemical. The City's contract biologist will continue to provide recommendations and testing through this process. Impacts of this treatment will be seen in the SAV of the Municipal Reservoir only.

Staff is recommending CLI's Maintenance and Trade Services Agreement be amended to include treating the reservoir with Sonar One. This work would be performed in two phases with the initial treatment being performed in April. Following the initial treatment, a Sonar One application will be performed approximately 30 days later to help maintain plant control. The approval of this agreement amendment will increase the contract by \$14,704.28 for a total contract amount of \$92,204.28.

#### **ATTACHMENTS**

A: Resolution



ATTACHMENT "A"

RESOLUTION NO. 2020/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING AN AMENDMENT TO THE CAPITAL IMPROVEMENT BUDGET AND  
APPROVING THE FIRST AMENDMENT TO THE MAINTENANCE AND TRADE  
SERVICES AGREEMENT WITH CLEAN LAKES, INC. FOR THE ANTIOCH  
MUNICIPAL RESERVOIR AQUATIC VEGETATION REMOVAL  
(P.W. 453-1)

**WHEREAS**, on October 8, 2019 the City approved a Maintenance and Trade Services Agreement for the Antioch Municipal Reservoir Aquatic Vegetation Removal ("Project") with Clean Lakes, Inc. in the amount of \$77,500;

**WHEREAS**, the City desires an amendment increasing the FY19/20 Capital Improvement Budget for the "Project";

**WHEREAS**, the City desires to authorize the first amendment to the Maintenance and Trade Services Agreement and increase the contract with Clean Lakes, Inc. and extend the term of the contract through December 31, 2020 for this "Project"; and

**WHEREAS**, the City Council has considered an amendment increasing the fiscal year 2019/2020 Capital Improvement Budget in order to increasing and extend the contract with Clean Lakes, Inc.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves increasing the fiscal year 2019/2020 Capital Improvement Budget for Antioch Municipal Reservoir Aquatic Removal in the amount of \$22,500 from the Water Enterprise Fund.

**BE IT FURTHER RESOLVED** that the City Council authorizes an increase in the contract with Clean Lakes, Inc. for this project in the amount of \$14,704.28 for a total contract amount of \$92,204.28 and an extension of the term of the contract through December 31, 2020 for this "Project".

\* \* \* \* \*

**RESOLUTION NO. 2020/\*\***

April 14, 2020

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 14th day of April, 2020, by the following vote:

**AYES:**

**ABSENT:**

**ABSTAIN:**

**NOES:**

---

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


A2


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Scott Buenting, Project Manager 

**APPROVED BY:** Bailey Grewal, Interim Public Works Director/City Engineer 

**SUBJECT:** Amendment No.4 to the Agreement with CDM Smith, Inc. for the Water Treatment Plant Disinfection Improvements (P.W. 246-29)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to:

1. Authorize an amendment increasing the FY19/20 Capital Improvement Budget for the Water Treatment Plant Disinfection Improvements ("Project") in the amount of \$12,965 from the Water Enterprise Fund; and
2. Approve the fourth amendment to the Consultant Services Agreement and increase the contract with CDM Smith, Inc. in an amount not to exceed \$12,965 for a total contract amount of \$818,692 and extend the term of the contract through December 31, 2020 for this "Project".

**FISCAL IMPACT**

The approval of this amendment will increase the FY 19/20 budget by \$12,965 for a total consulting budget of \$818,692 for this project from the Water Enterprise Fund.

**DISCUSSION**

The City currently utilizes chlorine and ammonia gas during disinfection operations at both Plant A and Plant B of the Water Treatment Plant (WTP). Increasingly stringent regulatory requirements, associated shipping, storing and handling of these gases, and the effort required to maintain the delivery systems are proving to be excessively taxing on the City's limited staff.

On June 9, 2015, the City Council authorized an agreement with CDM Smith for engineering services related to improving the disinfection process at the WTP. CDM Smith evaluated various disinfection alternative processes, including ozonation, ultraviolet light disinfection and the usage of sodium hypochlorite both delivered and generated on site, for the replacement of the chlorine gas. Aqua ammonia and liquid ammonia sulfate were considered as replacement chemicals for the anhydrous ammonia

gas. Due to the available space at the WTP, increased site safety, relative ease of maintenance, and lower construction and operational costs, delivered sodium hypochlorite and liquid ammonia sulfate were chosen and contract documents were developed.

On February 6, 2017, Council approved the First Amendment to the agreement to extend the term of the agreement to December 31, 2018.

On April 11, 2017, Council approved the Second Amendment to the agreement to include the development of design changes and record drawings, preparation of operation and maintenance guides for the new systems and provide operator training.

On November 27, 2018, Council approved the third amendment to the agreement to include additional permitting support, design clarifications, responses to contractor inquiries, observing equipment acceptance testing and conducting additional site visits.

Staff is recommending this fourth amendment to CDM Smith's agreement to include an extended contract term and additional reviews of contractor submittals and product applications. The approval of this agreement amendment will increase the contract by \$12,965 for a total contract amount of \$818,692.

#### **ATTACHMENTS**

A: Resolution



ATTACHMENT "A"

RESOLUTION NO. 2020/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING  
AN AMENDMENT TO THE FISCAL YEAR 2019/2020 CAPITAL IMPROVEMENT  
BUDGET AND APPROVING THE FOURTH AMENDMENT TO THE CONSULTANT  
SERVICES AGREEMENT WITH CDM SMITH, INC. FOR THE WATER TREATMENT  
PLANT DISINFECTION IMPROVEMENTS  
P.W. 246-29

**WHEREAS**, on June 10, 2015, CDM Smith, Inc. entered into a Design Consultant Services Agreement in the amount of \$493,423 to provide for the evaluation of various disinfection alternatives to replace the existing system at the WTP, preparation of plans and specifications for the implementation of the selected process and to provide engineering support during the bidding and construction of the project;

**WHEREAS**, on February 6, 2017, City amended the original contract agreement to extend the term of the contract to December 31, 2018;

**WHEREAS**, on April 11, 2017, City increased the compensation for CDM Smith, Inc. in the amount of \$199,458 bringing the total compensation to an amount not to exceed \$692,881;

**WHEREAS**, on November 27, 2018 City amended the 2018/2019 fiscal year Capital Improvement Budget to increase Water Enterprise funding for this project in the amount of \$112,846, and extended the term of the agreement with CDM Smith, Inc. to December 31, 2019;

**WHEREAS**, the City Council has considered an amendment increasing the fiscal year 2019/2020 Capital Improvement Budget for the "Project"; and

**WHEREAS**, the City Council has considered the fourth amendment to the Consultant Services Agreement and increase with CDM Smith, Inc. and extension of the term of the contract through December 31, 2020 for this Project.

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

1. approves an amendment increasing the FY19/20 Capital Improvement Budget for the Water Treatment Plant Disinfection Improvements in the amount of \$12,965 from the Water Enterprise Fund; and
2. approves the fourth amendment to the Consultant Services Agreement, which increases the contract with CDM Smith, Inc. in an amount not to exceed \$12,965 for a total contract amount of \$818,692 and extends the term of the contract through December 31, 2020 for this Project.

\* \* \* \* \*



**RESOLUTION NO. 2020/**

April 14, 2020

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof held on the 14<sup>th</sup> day of April, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Scott Buenting, Project Manager *SB*

**APPROVED BY:** Balwinder Grewal, Interim Public Works Director/City Engineer *BG*

**SUBJECT:** Consideration of Bids for the Antioch Cape Seal 2020 Project  
(P.W. 328-12)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to award the contract to the lowest responsive and responsible bidder, VSS International, Inc. and authorize the City Manager to execute an agreement in the amount of \$2,596,120.

**FISCAL IMPACT**

The 2019-20 Capital Improvement Budget includes \$3,220,000 consisting of \$2,020,000 in Measure J Funds, \$850,000 in Gas Tax Funds and a \$350,000 CalRecycle Grant for construction contracts, engineering, inspection, testing and contract administration of pavement surface treatment projects such as chip seals and micro-surfacing. The Engineer's estimate for the construction of this project was \$3,100,000.

**DISCUSSION**

On March 31, 2020, three (3) bids were received and opened as shown on the attached tabulation. The low bid was submitted by VSS International, Inc. of West Sacramento in the amount of \$2,596,120. The bids have been checked and found to be without any errors or omissions.

Over the last few years, various types of pavement rehabilitation activities, including pavement plugs and asphalt concrete leveling courses, have been performed throughout the City on residential streets. This project will install the final surface treatment over 104 streets (Attachment 'C'), totaling approximately 445,000 square yards of roadway. The work will consist predominately of installing a rubberized chip seal overlain by an application of micro-surfacing over the full width of the streets. Additional work to be performed includes street surface preparation, removal and replacement of pavement markings and markers and traffic control. The Engineer's estimate for the construction of this project was \$3,100,000.

**ATTACHMENTS**

- A: Resolution
- B: Tabulation of Bids
- C: List of Streets

ATTACHMENT "A"

RESOLUTION NO. 2020/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE ANTIOCH CAPE SEAL 2020 PROJECT CONTRACT  
AND EXECUTION OF A CONSTRUCTION AGREEMENT WITH  
VSS INTERNATIONAL, INC.  
P.W. 328-12

**WHEREAS**, on June 25, 2019 the City Council adopted the 5 Year Capital Improvement Program 2019-2024, which included funding for the Pavement Surface Treatments projects;

**WHEREAS**, the Antioch Cape Seal 2020 Project ("Project") was published and advertised in the East County Times on March 9, 2020 and March 10, 2020 and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, the Project bids were publicly opened and read on March 31, 2020, and three (3) bids were received;

**WHEREAS**, the lowest responsive and responsible bidder was submitted by VSS International, Inc. of West Sacramento;

**WHEREAS**, the bids have been checked and found to be without any errors or omissions;

**WHEREAS**, the City Council has considered awarding the Project construction contract to VSS International, Inc.; and

**WHEREAS**, the City Council has considered a construction agreement with VSS International, Inc. for the "Project".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby awards the construction contract for the Antioch Cape Seal 2020 Project for a contract amount of \$2,596,120 to the lowest responsive and responsible bidder, VSS International, Inc.

**BE IT FURTHER RESOLVED** that the City Council authorizes the City Manager to execute a construction agreement with VSS International, Inc., for a total amount of \$2,596,120 in a form approved by the City Attorney.

\* \* \* \* \*

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**RESOLUTION NO. 2020/\*\***

April 14, 2020

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 14<sup>th</sup> day of April 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

CITY OF ANTIOCH  
**TABULATION OF BIDS**

JOB TITLE: Antioch Cape Seal Project 2020  
(P.W. 328-12)

BIDS OPENED: March 31, 2020 ~ 2:00 p.m.  
City Hall Parking Lot, South End

	Engineer's Estimate	VSS International, Inc. West Sacramento	American Pavement Systems, Inc. Modesto	Pavement Coatings Company Sacramento		
<b>TOTAL BID PRICE</b>	\$3,100,000.00	\$2,596,120.00	\$3,069,100.00	\$3,177,250.00		

<i>VSS International, Inc.</i>	<i>American Pavement Systems, Inc.</i>	<i>Pavement Coatings Company</i>		
<u>Striping</u> Chrisp Company	<u>Tree Trimming</u> Ceibas Enterprises dba SexyTrees.com <u>Striping &amp; Markers</u> Chrisp Company	<u>Striping</u> Chrisp Company		

ATTACHMENT "B"



## ATTACHMENT "C"

AREA	LINE	MAIN ROAD	FROM	TO	CAPE SEAL	MICRO SURFACE
<b>AREA 1</b>						
1	1	Jefferson Wy	Gentrytown	Washington	X	
1	2	Washington Wy	Gentrytown	Jefferson	X	
1	3	Garfield Pl	Washington	End	X	
1	4	Baker Ct			X	
1	5	Johnson Dr	Gentrytown	Carte	X	
1	6	Carter Wy	Hayes	Harding	X	
1	7	Hayes Wy	Carter	Johnson	X	
1	8	Reagan Ct			X	
1	9	Ford Ct			X	
1	10	Van Buren Dr			X	
1	11	Van Buren Ct			X	
1	12	Harding Wy			X	
<b>AREA 2</b>						
2	1	Redwood Dr	Gentrytown	Sequoia	X	
2	2	Sequoia Dr	Gentrytown	End	X	
2	3	Madrone St	Redwood	Redwood	X	
2	4	Pine St	Redwood	Persimmon	X	
2	5	Persimmon St	Redwood	Pine	X	
2	6	Ash St	Redwood	Hemlock	X	
2	7	Hemlock St	Redwood	Ash	X	
2	8	Muir Ct			X	
2	9	Oak Ct			X	
2	10	Cypress St	Redwood	Sequoia	X	
2	11	Pecan St	Cypress	Cedar	X	
2	12	Cedar St & Cedar Ct	Redwood	End	X	
2	13	N Apple Ct			X	
2	14	S Apple Ct			X	
2	15	Cherry St	Pear	Iron @ Cherry St & Pear Ct	X	
2	16	Pear St	Cherry	Cherry	X	
2	17	Melon Ct			X	
<b>AREA 3</b>						
3	1	Acorn Rd	Longview	G	X	
3	2	Milner Rd	Acorn	G	X	
<b>AREA 4</b>						
4	1	Fairside Way	Vista Grande	Heidorn	X	
4	2	Primrose Ct			X	
4	3	Morningvale Ct			X	
4	4	Pembroke Ct			X	
4	5	Sandrose Ct			X	
<b>AREA 5</b>						
5	1	W 11th St	L St	G St		X
5	2	Klengel St	11th St	14th St		X
5	3	Cook St	11th St	14th St		X
5	4	Macaulay St	14th St	Cook St		X
5	5	Medanos St	11th St	14th St		X
5	6	Diamond St	10th St	11th St		X
5	7	Leggett St	14th St	Medanos St		X
5	8	W 12th St	G St	End of Road		X
5	9	W 13th St	G St	End of Road		X
5	10	W 14th St	G St	L St		X

C1

5	11	H St	10th St	11th St		X
<b>AREA 6</b>						
6	1	Clearbrook Rd	Lone Tree	Camby		X
6	2	Shasta Ct				X
6	3	Nanimo Ct				X
6	4	View Dr	Camby	Terranova		X
6	5	Charisse Ct				X
6	6	Langley Ct				X
6	7	Camby Rd	G Street	Clayburn		X
6	8	Clayburn Rd	Lone Tree	Clearbrook		X
6	9	Echo Circle				X
6	10	Kalama Rd	Longview	Camby		X
<b>AREA 7</b>						
7		G Street	Longview Rd	James Donlon Blvd		X
7	4	G Street	W 10th St	Railroad overpass south of 18th St		X
7		Mac Ct				X
7		Dewitt Ct				X
<b>AREA 8</b>						
8	2	Crow Ct				X
8		Verne Roberts Cir	Costco	Antioch/Pittsburg HWY		X
8		Auto Center Dr	Mahogany Dr	Railroad Tracks North of Sycamore		X
8		Deer Valley Rd	Mammoth Way	City Limit		X
8		Devpar Ct				X
8	6	Sunset Dr	Cavallo Rd	Hillcrest Ave		X
<b>AREA 9</b>						
9	1	E. 19th Street	A Street	Evergreen Street		X
9	2	Acacia Street	E. 19th Street	Belshaw Street		X
9	3	Birch Street	E. 19th Street	Belshaw Street		X
9	4	Chestnut Street	E. 19th Street	Belshaw Street		X
9	5	Deodar Street	E. 19th Street	Belshaw Street		X
9	6	Evergreen Avenue	E. 19th Street	Belshaw Street		X
9	7	Belshaw Street	A Street	Evergreen Street		X
<b>AREA 10</b>						
10	1	E. Madill Street	A Street	Sunset Drive		X
10	2	Beasley Avenue	Sunset Drive	E. Madill Street		X
10	3	Bryan Avenue	A Street	Beasley Avenue		X
10	4	Diablo Avenue	Sunset Drive	E. Madill Street		X
10	5	McGinley Avenue	Bryan Avenue	E. Madill Street		X
10	6	Coventry Court	E. Madill Street			X
10	7	E. Madill Court	E. Madill Street			X
<b>AREA 11</b>						
11	1	W. Madill Street	A Street	G Street		X
11	2	Rossi Avenue	A Street	D Street		X
11	3	Texas Street	A Street	G Street		X
11	4	Lindberg Street	Lawton Street	Drake Street		X
11	5	Norton Way	W. Madill Street			X
11	6	Russell Drive	W. Madill Street	Russel Drive		X
11	7	Lawrence Avenue	Russel Drive			X
11	8	Gem Ln.	Texas Street	Drake Street		X
11	9	F Street	Texas Street	Drake Street		X
11	10	Lawton Street	Russel Drive	Lindberg Street		X
11	11	Newbury Avenue	G Street	Russel Drive		X
<b>AREA 12</b>						
12	1	Cataline Avenue	Hawthorne Avenue	W. Madill Street		X
12	2	Brisdale Place	Cataline Avenue			X



12	3	Stillwell Circle	Cataline Avenue		X	
12	4	Hawthorne Avenue	Cataline Avenue		X	
12	5	Campbell Avenue	William Reed Drive	W. Madill Street	X	
12	6	Creed Avenue	William Reed Drive	W. Madill Street	X	
12	7	John Gildi Avenue	William Reed Drive	W. Madill Street	X	
12	8	Newbury Avenue	G Street	Creed Avenue	X	
12	9	W. Madill St. & Cour	G Street	Creed Avenue	X	
12	10	William Reed Drive	L Street	W. Madill Street	X	
<b>AREA 13</b>						
13	1	D Street	Putnam Street	W. Tregallas Road	X	
13	2	Dolores Street	W. Tregallas Road	San Joaquin Avenue	X	
13	3	El Rey Street	W. Tregallas Road	Putnam Street	X	
13	4	Alcala Street	Putnam Street	W. Tregallas Road	X	
13	5	San Joaquin Avenue	El Rey Street	W. Tregallas Road	X	
13	6	Faria Street	El Rey Street	Alcala Street	X	
13	7	Elizabeth Lane	Putnam Street	Elizabeth Court	X	
13	8	Elizabeth Court	Elizabeth Lane		X	
13	9	Capistrano St	San Joaquin Avenue	W. Tregallas Road	X	
13	10	Bautista St	San Joaquin Avenue	W. Tregallas Road	X	
<b>AREA 14</b>						
14	1	L Street	Marina	W 4th Street	X	
14	2	W 4th Street	L Street	W 10th Street	X	
14	3	W 6th Street	L Street	O Street	X	
14	4	M Street	W 4th Street	W 6th Street	X	
14	5	O Street	W 4th Street	W 10th Street	X	
<b>AREA 15</b>						
15	1	Boat Launch	Fulton Ship Yard		X	

C3


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Phil Hoffmeister, Administrative Analyst II

**APPROVED BY:** Bailey Grewal, Public Works Director/City Engineer 

**SUBJECT:** Resolution Annexing Assessor's Parcel Number 057-030-005 (Aviano) into CFD No. 2018-02 (Police Protection)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution annexing assessor's parcel number (APN) 057-030-005 (Aviano) into Community Facilities District (CFD) No. 2018-02 (Police Protection).

**FISCAL IMPACT**

There is no immediately projected financial impact. Long term, the property owner(s) will contribute to police services through CFD No. 2018-02 (Police Protection).

**DISCUSSION**

As part of the tentative map approval, Civic Aviano LLC was conditioned to annex the Aviano subdivision (APN 057-030-005) into a CFD for Police Protection. The project is located south of Prewett Ranch Road, west of Hillcrest Avenue, and east of Deer Valley Road.

Resolution No. 2018/113, adopted by the City Council on September 11, 2018, authorizes the City to annex properties into CFD No. 2018-02 and assess them for eligible Police Protection without further public hearings or formal elections upon receipt of written consent from the owner(s).

The Boundary Map (Attachment C) shows the location of the following properties to be added as Annexation No. 5 to CFD No. 2018-02 for Police Protection: APN 057-030-005 Civic Aviano LLC.

The owner has given consent and approval that all APNs be annexed to CFD No. 2018-02 (Attachment B). The owner has agreed and intends that such consent and approval constitute election to annex to CFD No. 2018-02 and approval of the authorization for the levy of the Special Tax within the property.

It is recommended that the City Council adopt the attached resolution (Attachment A) certifying and adding the above property to CFD No. 2018-02 (Police Protection). If approved by the City Council, an amended Boundary Map and an Amendment of Notice of Special Tax Lien for CFD 2018-02 (Police Protection) shall be filed with the Contra Costa County Recorder's Office within fifteen (15) days of the resolution to annex.

**ATTACHMENTS**

- A: Resolution
- B: Consent and Election to Annex with Notary Acknowledgement
- C: Boundary Map of Annexation No. 5 to CFD No. 2018-02 (Police Protection)
- D: Amended Notice of Special Tax Lien

**“ATTACHMENT A”**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ANNEXING ASSESSOR’S PARCEL NUMBER 057-030-005 (AVIANO)  
INTO CFD NO. 2018-02 (POLICE PROTECTION)**

**WHEREAS**, Civic Aviano LLC has given its written consent and approval to have APN 057-300-005 annexed into CFD No. 2018-02 (Police Protection);

**WHEREAS**, Civic Aviano LLC intends that such consent and approval constitute election to annex into CFD No. 2018-02 (Police Protection), and approval of the authorization for the levy of the Special Tax within the properties, respectively.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that APN 057-030-05 is hereby annexed into CFD No. 2018-02 (Police Protection).

\* \* \* \* \*

**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 14th day of April 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**“ATTACHMENT B”**

**CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING  
COMMUNITY FACILITIES DISTRICT**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(POLICE PROTECTION)**

TO: CITY COUNCIL OF THE CITY OF ANTIOCH IN ITS CAPACITY AS THE LEGISLATIVE BODY OF THE ABOVE ENTITLED COMMUNITY FACILITIES DISTRICT:

1. The undersigned is the owner (the “Owner”), or the duly authorized representative of the Owner, of the real property as described in Exhibit A attached hereto and incorporated herein by reference (the “Property”), and in such capacity, possesses all legal authority necessary to execute this Consent and Election as and on behalf of the Owner in connection with the annexation of the Property to the District (as defined below).

The Owner is:

Civic Aviano, LLC  
1500 Willow Pass Ct.  
Concord, CA 94520  
(Type or print the Full Name of the Owner or Owners of the Property in the above spaces.)

2. The Owner is aware of and understands the following:
  - A. The City of Antioch has conducted proceedings pursuant to the “Mello-Roos Community Facilities Act of 1982”, (Government Code Section 53311 and following) (the “Act”) to form a community facilities district known and designated as COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION) (the “District”) to finance the increased demand for Police Protection (the “Services”) resulting from new development within the District. The services to be financed by the CFD comprise services (“Services”) authorized to be financed pursuant to Section 53313 and 53313.5 of the Government Code. CFD 2018-02 shall finance Services only to the extent they are in addition to those provided in the territory of CFD 2018-02 before the CFD was created and such Services may not supplant services already available within CFD 2018-02 when the CFD was created.  
  
For a full and complete description of the Police Protection, reference is made to the final CFD Report, a copy of which is on file in the Office of the City Clerk. For all particulars, reference is made to said CFD Report.
  - B. The City has also undertaken proceedings pursuant to Article 3.5 of the Act to provide for the future annexation of certain territory, including the Property, to the

District. On October 23, 2018, the City held a public hearing as required by the Act, to consider the future annexation of such territory, including the Property, to the District. Notice of such hearing was given in the form and manner as required by law. A protest to such future annexation was not received from 50% or more of the registered voters, or six (6) registered voters, whichever is more, residing in the territory proposed to be annexed in the future or the owners of one-half or more of the area of land in the territory proposed to be annexed in the future. At the conclusion of such public hearing, the legislative body of the City did approve and provide for the annexation in the future upon the unanimous approval of the owner or owners of each parcel or parcels at the time that such parcel or parcels are annexed, without additional hearings.

**THE UNDERSIGNED DOES HEREBY CERTIFY UNDER PENALTY OF PERJURY AS FOLLOWS:**

3. The Owner consents and elects to and expressly approves annexation of the Property to the District and the authorization for the levy of the Special Tax within the Property without further public hearing and without an election conducted pursuant to the provisions of Government Code Section 53339.7 and Article 2 of the Act and the Elections Code of the State of California. Owner agrees and intends that such consent and approval constitutes Owner's election to annex the Property to the District and to approve the authorization for the levy of the Special Tax within the Property.
4. The Owner waives any right, which the Owner may have to make any protest or complaint or undertake any legal action challenging the validity of the proceedings of the City or the District to authorize the future annexation of the Property to the District or the authorization for the levy of the Special Tax within the Property, any necessity, requirement, right or entitlement for further public hearing or election pertaining to the annexation of the Property to the District and the levy of the Special Tax within the Property.
5. The Owner specifically authorizes the levy of the Special Tax on the Property pursuant to the rate and method of apportionment to pay for the authorized Police Protection.

EXECUTED this 26<sup>th</sup> day of March, 2020, in Concord, California.

  
\_\_\_\_\_  
(Signature)

David B. Sanson  
\_\_\_\_\_  
Type or print name of signor

  
\_\_\_\_\_  
(Signature)

Dana Tsubota  
\_\_\_\_\_  
Type or print name of signor

Note:

1. Signatures of property owner(s) or representatives must be notarized.
2. Proof of Authorization to sign is required for Corporations, Partnerships, Limited Liability Companies, Trusts, etc.



**ACKNOWLEDGMENT**

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

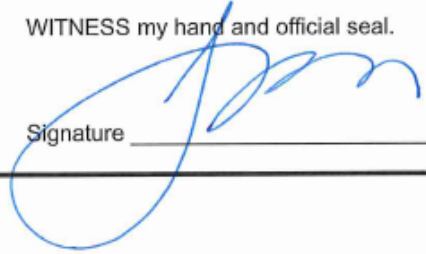
State of California  
County of Contra Costa )

On 3/26, 2020, before me, Jessica Moraes, Notary Public  
(insert name and title of the officer)

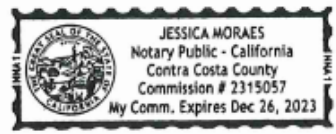
personally appeared David B. Sanson + Dana Tsubota  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



**CERTIFICATE OF INCUMBENCY**

The undersigned, David B. Sanson and Lori J. Sanson, Directors of Civic Property Group, Inc., a California corporation, incorporated and existing under the laws of the State of California, hereby certify that: (a) each of the following named persons are duly elected officers of Civic Property Group, Inc., (b) presently hold the titles specified below, and (c) the officers identified below are authorized to act on behalf of this Corporation and to execute any and all documents as more fully described below their name and position.

**Title/Position**

**Name**

**President/Chief Executive Officer:**

**David B. Sanson**

To exercise or perform, on behalf of the Corporation, any and all acts typically reserved unto the President or Chief Executive Officer and as specified in the Bylaws, and to execute any and all documents on behalf of the Corporation, including without limitation all purchase and sale agreements for real property and all applicable closing documents, options, leases, rental agreements, amendments or extensions to the foregoing, construction documents, financial and loan documents, applications and agreements, purchase or acquisition of personal property or equipment, for litigation purposes such as verification of pleadings or discovery, and for employment purposes.

**Chief Financial Officer:**

**Karen Montero**

To exercise or perform all acts typically provided for by a Chief Financial Officer of a corporation and as specified in the Bylaws. Further, and in the absence of the President and the Secretary, the CFO shall have authority to execute all financial and loan documents, applications, or agreements on behalf of the corporation.

**Secretary:**

**Lori Sanson**

To exercise or perform all acts typically provided for by a Secretary of a corporation and as specified in the Bylaws. Further, and in the absence of the President, the Secretary shall have authority to execute all documents on behalf of the Corporation that the President has authority to execute.

**Vice President/General Counsel:**

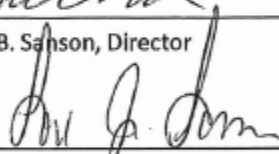
**Dana Tsubota**

To exercise or perform all acts typically provided for by a General Counsel of a corporation and as specified in the Bylaws. Further, and in the absence of the President and the Secretary, the VP/General Counsel shall have authority to execute all documents, contracts and agreements for the Corporation, including without limitation for the purchase, sale or rental of real estate, or for the

purchase or acquisition of personal property or equipment, for litigation purposes such as verification of pleadings or discovery, or for employment purposes; **provided however**, that the General Counsel shall not have authority to execute financial or loan documents, applications, or agreements on behalf of the Corporation.

IN WITNESS HEREOF, I have set my signature on September 7, 2017.

  
\_\_\_\_\_  
David B. Sanson, Director

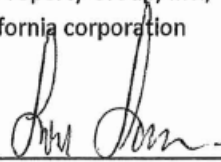
  
\_\_\_\_\_  
Lori J. Sanson, Director

**CERTIFICATE OF SECRETARY**

I, Lori Sanson, the Secretary of Civic Property Group, Inc., a corporation organized, existing, and in good standing under the laws of the State of California, (the "Corporation") do certify that the foregoing Certificate of Incumbency was adopted by the unanimous written consent of the Board of Directors of the Corporation; that it is still in full force and effect and has not been rescinded or revoked; and that it is not in conflict with the Articles of Incorporation or Bylaws of the Corporation.

Dated: September 7, 2017

Civic Property Group, Inc.,  
a California corporation

A handwritten signature in black ink, appearing to read "Lori Sanson", is written over a horizontal line.

By: Lori Sanson  
Its: Secretary

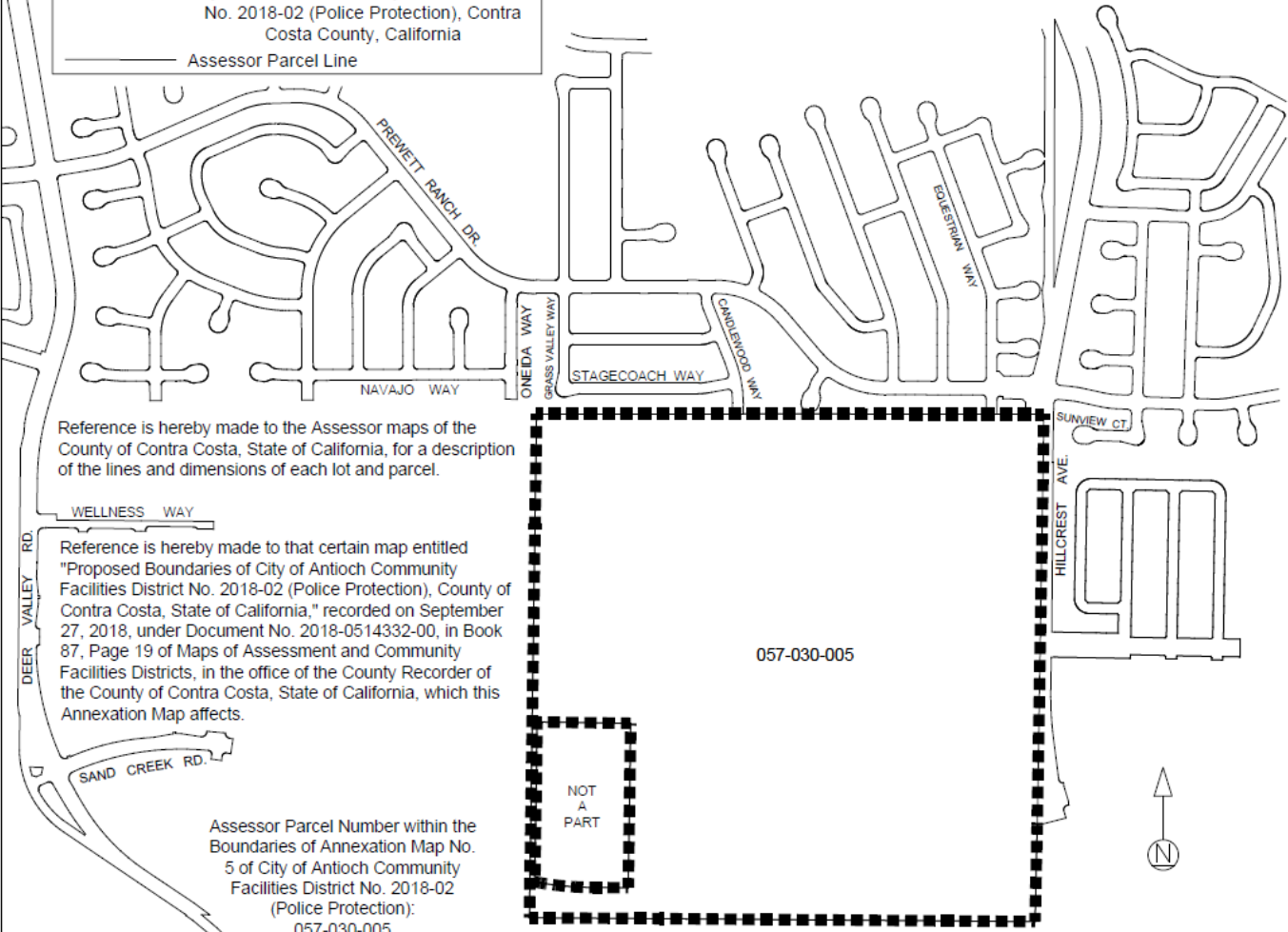
**“ATTACHMENT C”**

SHEET 1 OF 1

**ANNEXATION MAP NO. 5 OF  
CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(POLICE PROTECTION)  
COUNTY OF CONTRA COSTA  
STATE OF CALIFORNIA**

**LEGEND**

- Boundaries of Annexation Map No. 5 of City of Antioch Community Facilities District No. 2018-02 (Police Protection), Contra Costa County, California
- Assessor Parcel Line



Reference is hereby made to the Assessor maps of the County of Contra Costa, State of California, for a description of the lines and dimensions of each lot and parcel.

Reference is hereby made to that certain map entitled "Proposed Boundaries of City of Antioch Community Facilities District No. 2018-02 (Police Protection), County of Contra Costa, State of California," recorded on September 27, 2018, under Document No. 2018-0514332-00, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the office of the County Recorder of the County of Contra Costa, State of California, which this Annexation Map affects.

Assessor Parcel Number within the Boundaries of Annexation Map No. 5 of City of Antioch Community Facilities District No. 2018-02 (Police Protection):  
**057-030-005**

(1) Filed in the office of the Clerk of the City of Antioch this \_\_\_\_ day of \_\_\_\_\_, 2020.

Arne Simonsen, Clerk of the City of Antioch, California

(2) I hereby certify that the within map showing the proposed boundaries of Annexation Map No. 5 of City of Antioch Community Facilities District No. 2018-02 (Police Protection), City of Antioch, County of Contra Costa, State of California, was approved by the City Council of the City of Antioch at a regular meeting thereof, held on the \_\_\_\_ day of \_\_\_\_\_, 2020, by its Resolution No. \_\_\_\_\_.

Arne Simonsen, Clerk of the City of Antioch, California

(3) Contra Costa County Recorder's Certificate

This map has been filed under Document Number \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2020, at \_\_\_\_ m., in Book \_\_\_\_\_ of Maps of Assessment and Community Facilities Districts at page \_\_\_\_\_, in the office of the county recorder in the County of Contra Costa, State of California, at the request of the City of San Ramon in the amount of \$ \_\_\_\_\_.

Joseph E. Canciamilla  
County Clerk-Recorder

By: \_\_\_\_\_

Deputy Recorder

**ATTACHMENT "D"**

**RECORDED AT REQUEST OF:**

**City of Antioch  
Public Works Department  
Engineering & Development Services Division  
Attn: Phil Hoffmeister  
200 "H" Street  
P.O. Box 5007  
Antioch, CA 94531-5007**

**THIS SPACE FOR RECORDERS  
USE ONLY**

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(No fee for recording pursuant to Government Code §27383)

**Amendment to the Notice of Special Tax Lien  
(Notice of Annexation)  
Annexation No. 5  
City of Antioch  
Community Facilities District No. 2018-02  
(Police Protection)**

**APN 057-030-005**

**City of Antioch  
County of Contra Costa  
State of California**

**April 2020**

**AMENDMENT TO THE NOTICE OF SPECIAL TAX LIEN  
(NOTICE OF ANNEXATION)**

**ANNEXATION No. 5**

**CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT NO. 2018-02  
(POLICE PROTECTION)**

Pursuant to the requirements of Section 3117.5 of the Streets and Highways Code and Section 53339.8 of the Government Code, the undersigned City Clerk of the City of Antioch, acting for and on behalf of the legislative body of the CITY OF ANTIOCH, COMMUNITY FACILITIES DISTRICT NO. 2018-02 (Police Protection), COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, HEREBY GIVES NOTICE that a lien is hereby imposed to secure payment of a special tax which the City Council of the City of Antioch, County of Contra Costa, State of California, acting in its capacity as the legislative body of such Community Facilities District is authorized to annually levy for the following purpose:

To finance increased demand for Police Protection resulting from new development within the District

The special tax is authorized to be levied on the property described in "Exhibit A" attached hereto (the "Annexed Property") which has been annexed to the District, which has now been officially formed, and the lien of the special tax is a continuing lien, which shall secure each annual levy of the special tax and which shall continue in force and effect until the special tax obligation is prepaid, permanently satisfied and cancelled in accordance with law or until the special tax ceases to be levied and an notice of cessation of special tax is recorded in accordance with Section 53330.5 of the Government Code.

The rate and method of apportionment of the authorized special tax is as shown on the attached, referenced and incorporated Exhibit "B", and the special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and the same procedure, sale and lien priority in case of delinquency as is provided for ad valorem taxes; provided, however, as applicable, the legislative body of the District may, by resolution, establish and adopt an alternative or supplemental collection procedure as necessary.

Notice is further given that upon the recording of this notice in the office of the County Recorder, the obligation to pay the special tax levy shall become a lien upon the Annexed Property in accordance with Section 3115.5 of the Streets and Highways Code.

The names of the owners of the Annexed Property as they appear on the last secured assessment roll as of the date of recording of this Notice and Assessor's tax parcels numbers of all parcels or any portion thereof which are included within the

Annexed Property are as set forth on the attached, referenced and incorporated Exhibit “C”.

Reference is made to the following:

1. “Proposed Boundaries of City of Antioch Community Facilities District No. 2018-02 (Police Protection), County of Contra Costa, State of California”, recorded on September 27, 2018 under Document No. 2018-0154332, in Book 87, Page 19 of Maps of Assessment and Community Facilities Districts, in the Office of the County Recorder of the County of Contra Costa, State of California.
2. “City of Antioch Community Facilities District No. 2018-02 (Police Protection), Rate and Method of Apportionment of Special Tax” attached as Exhibit B to Resolution No. 2018/113 adopted by the City of Antioch City Council on September 11, 2018
3. “Notice of Special Tax Lien, City of Antioch, Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa)”, recorded on November 07, 2018 under Document No. 2018-0181159, in the Office of the County Recorder of the County of Contra Costa, State of California.

For further information concerning the current and estimated future tax liability of owners or purchasers of real property subject to this special tax lien, interested persons should contact the following designated person:

Dated: \_\_\_\_\_

CITY CLERK, CMC  
City Clerk of the City of Antioch  
STATE OF CALIFORNIA



EXHIBIT A

CONSENT AND ELECTION TO ANNEX REAL PROPERTY TO AN EXISTING  
COMMUNITY FACILITIES DISTRICT

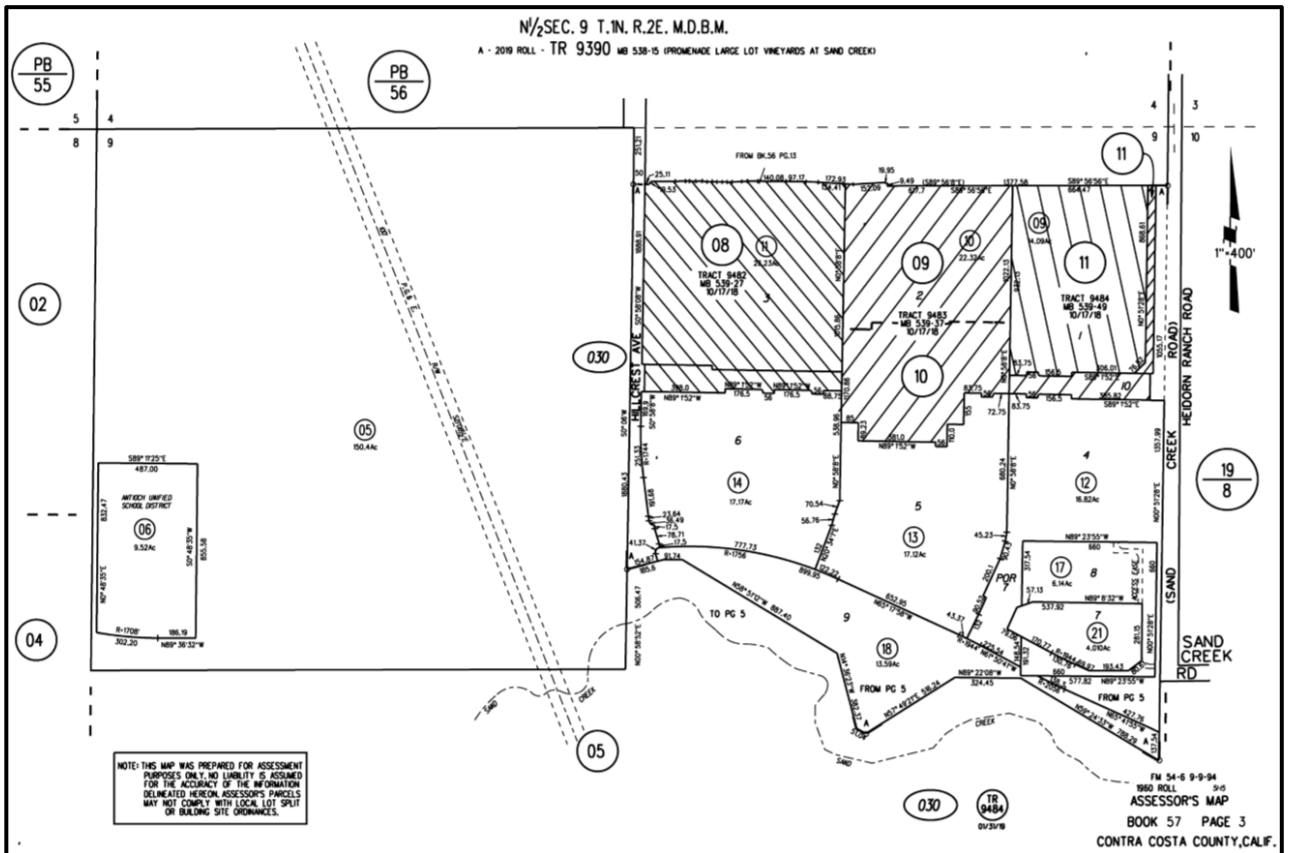
CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT No. 2018-02  
(POLICE PROTECTION)

ANNEXATION No. 5

057-030-005

ASSESSOR'S PARCEL NUMBER(S)

CITY OF ANTIOCH  
COMMUNITY FACILITIES DISTRICT No. 2018-02  
(POLICE PROTECTION)



## EXHIBIT B

### CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2018-02 (POLICE PROTECTION)

#### **RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa) ("CFD No. 2018-02") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2018-02, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

#### A. **DEFINITIONS**

The terms hereinafter set forth have the following meanings:

**"Act"** means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

**"Administrative Expenses"** means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2018-02: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2018-02, or any designee thereof of complying with CFD No. 2018-02 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-02, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-02 for any other administrative purposes of CFD No. 2018-02, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

**“Age-Restricted Residential Property”** means all Assessor’s Parcels of Developed Property which are identified and designated as Active Adult Senior Housing pursuant to City Municipal Code Section 9-5.203

**“Assessor’s Parcel”** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel number.

**“Assessor’s Parcel Map”** means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

**“Authorized Services”** means those services eligible to be funded by CFD No. 2018-02, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2018-02 when the CFD was created.

**“CFD Administrator”** means an official of the City or CFD No. 2018-02, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

**“CFD No. 2018-02”** means City of Antioch Community Facilities District No. 2018-02 (Police Protection) (County of Contra Costa).

**“City”** means the City of Antioch.

**“City Manager”** means the City Manager of the City of Antioch.

**“Council”** means the City Council of the City of Antioch, acting as the legislative body of CFD No. 2018-02.

**“County”** means the County of Contra Costa.

**“Developed Property”** means, for each Fiscal Year, all Assessor’s Parcels for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

**“Dwelling Unit”** means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one (1) family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use.

**“Fiscal Year”** means the period starting July 1 and ending on the following June 30.

**“Land Use Class”** means any of the classes listed in Table 1.

**“Maximum Special Tax”** means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor’s Parcel.

**“Multi-Family Residential Property”** means, all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing a residential structure consisting of more than two (2) Dwelling Units, including, but not limited to, triplexes, condominiums, and apartment units.

**“Property Owner Association Property”** means, for each Fiscal Year, any Assessor’s Parcel within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

**“Proportionately”** means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels of Developed Property.

**“Public Property”** means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2018-02 that is owned by or irrevocably offered for dedication to the federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2018-02 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

**“Rate and Method of Apportionment”** or **“RMA”** means this Rate and Method of Apportionment of Special Tax.

**“Residential Property”** means, for each Fiscal Year, all Assessor’s Parcels of Developed Property for which a Building Permit was issued after January 1, 2018 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied, for purposes of constructing one (1) or more residential Dwelling Units.

**“Resolution of Formation”** means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2018-02.

**“San Francisco Urban Consumer Price Index”** means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the San Francisco – Oakland – San Jose Area, measured as of the month of December in the calendar year that ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD

Administrator that is reasonably comparable to the Consumer Price Index for the San Francisco – Oakland – San Jose Area.

**“Services”** means those services authorized to be financed by CFD No. 2018-02 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2018-02 shall finance Services only to the extent that they are in addition to those provided in the territory of CFD No. 2018-02 before such CFD was created and such Services may not supplant services already available within CFD No. 2018-02 when such CFD was created.

**“Single Family Residential Property”** means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for purposes of constructing one single-family residential Dwelling Unit.

**“Special Tax”** or **“Special Taxes”** means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property to fund the Special Tax Requirement.

**“Special Tax Requirement”** means that amount to be collected in any Fiscal Year for CFD No. 2018-02 to pay for certain costs as required to meet the needs of CFD No. 2018-02 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2018-02.

**“State”** means the State of California.

**“Taxable Property”** means all of the Assessor’s Parcels within the boundaries of CFD No. 2018-02 which are not exempt from the Special Tax pursuant to law or Section E below.

**“Undeveloped Property”** means, for each Fiscal Year, all property not classified as Developed Property, Property Owner Association Property, or Public Property.

**B. ASSIGNMENT TO LAND USE CATEGORIES**

Each Fiscal Year, all Assessor’s Parcels, as applicable within CFD No. 2018-02, shall be classified by the CFD Administrator as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator’s allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. All Developed Property shall be assigned to Land Use Classes 1, 2, or 3 as listed in Table 1.

**C. MAXIMUM SPECIAL TAX RATE**

**1. Developed Property**

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2018-19 for Developed Property is shown below. Under no circumstances shall a Special Tax be levied on additions to Dwelling Units which have been categorized in prior Fiscal Years as Developed Property.

**TABLE 1**

**Maximum Special Taxes for Developed Property  
For Fiscal Year 2018-19  
Community Facilities District No. 2018-02**

<b>Table 1: Residential Property</b>		
<b>Land Use Class</b>	<b>Police Protection Services Special Tax</b>	<b>FY 2018-2019 Maximum Tax</b>
1	Single Family Residential Property	\$473.93
2	Multi-Family Residential Property	\$300.16
3	Age-Restricted Residential Property	\$236.97

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2019, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) or two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

**2. Undeveloped Property**

No Special Taxes shall be levied on Undeveloped Property.

**3. Prepayment of Special Tax**

No prepayment of the Special Tax shall be permitted in CFD No. 2018-02.

**D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX**

Commencing with Fiscal Year 2018-19 and for each following Fiscal Year, the Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

**E. EXEMPTIONS**

In addition to Undeveloped Property being exempt from annual Special Taxes, no Special Tax shall be levied on Public Property or Property Owner Association Property. However, should an Assessor's Parcel no longer be classified as Public Property or Property Owner Association Property, such Assessor's Parcel shall, upon each reclassification, no longer be exempt from Special Taxes.

**F. APPEALS AND INTERPRETATIONS**

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

The City may interpret this Rate and Method of Apportionment for purposes of clarifying any ambiguity and make determinations relative to the annual administration of the Special Tax and any landowner or resident appeals. Any decision of the City will be final and binding as to all persons.

**G. MANNER OF COLLECTION**

The annual Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2018-02 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

**H. FUTURE ANNEXATIONS**

It is anticipated that additional properties will be annexed to CFD No. 2018-02 from time to time. As each annexation is proposed, an analysis may be prepared to determine the annual cost for providing Authorized Services to such parcels. Based on this analysis, any parcels to be annexed, pursuant to California Government Code Section 53339 *et seq.* will be assigned the approximate Maximum Special Tax rates when annexed.

**I. TERM OF SPECIAL TAX**

The Special Tax shall be levied in perpetuity as necessary to meet the Special Tax Requirement, unless no longer required to pay for Authorized Services as determined at the sole discretion of the Council.



**EXHIBIT C**

**Property in City of Antioch  
Community Facilities District No. 2018-02  
(Police Protection)**

**Annexation No. 5**

The property in the City of Antioch Community Facilities District No. 2018-02 (Police Protection) Annexation No. 5 (County of Contra Costa) (State of California) is owned and identified as shown below:

**Owner**

Civic Aviano, LLC

**Assessor's Parcel Numbers**

057-030-005


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Phil Hoffmeister, Administrative Analyst II

**APPROVED BY:** Bailey Grewal, Public Works Director/City Engineer 

**SUBJECT:** Resolution Approving Annexation of Assessor's Parcel Number 051-200-025 and 051-200-026 (AMCAL) into City-Wide Street Light and Landscape Maintenance District 2A, Zone 3 (PW 371)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the annexation of assessor's parcel number (APN) 051-200-025 and 051-200-026 (AMCAL) into City-Wide Street Light and Landscape Maintenance District (SLLMD) 2A, Zone 3 (2A-3).

**FISCAL IMPACT**

Each planned apartment will be assessed up to a maximum rate of \$151.20 annually. A total of 394 apartments have been approved, which will generate up to \$59,572 per year in assessment revenue toward annual maintenance costs within SLLMD 2A-3.

**DISCUSSION**

The City of Antioch has an existing City-Wide Street Light and Landscape Maintenance District (SLLMD) program that was established pursuant to Streets and Highways Code §225000 et seq. The City's SLLMD program contains six (6) main districts, with some districts containing multiple zones. The SLLMD map is included as Attachment C.

As development progresses, projects are conditioned to either annex into existing districts and zones or form completely new ones. Under Streets and Highways Code §22608.1, properties are allowed to annex to an existing assessment district without notice or hearing, or the filing of an engineer's report, if the owner(s) provide(s) written permission.

As part of project conditions of approval, AMCAL Antioch Fund LP was required to annex APN 051-200-025 and 051-200-026 (AMCAL) into the existing street light and landscape maintenance district and zone for the area (SLLMD 2A-3). The owner has provided an annexation letter and agreed to an annual assessment of up to \$151.20 per multi-family unit. A copy of the annexation letter is included as Attachment B.

**ATTACHMENTS**

- A: Resolution
- B: Street Light and Landscape Maintenance District Annexation Letter (AMCAL)
- C: Street Light and Landscape Maintenance Districts Map

**“ATTACHMENT A”**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING ANNEXATION OF ASSESSOR’S PARCEL NUMBER  
051-200-025 and 051-200-026 (AMCAL) INTO CITY-WIDE STREET LIGHT  
AND LANDSCAPE MAINTENANCE DISTRICT 2A, ZONE 3  
(P.W. 371)**

**WHEREAS**, the City of Antioch has formed the City-Wide Street Light and Landscape Maintenance District 2A, Zone 3 pursuant to Streets and Highways Code §225000 et seq.;

**WHEREAS**, Streets and Highways Code §22608.1 allows a territory to be annexed to an existing assessment district without notice or hearing, or the filing of an engineer’s report, if the owners give written permission to such annexation; and

**WHEREAS**, AMCAL Antioch Fund LP has given its written consent to have APNs 051-200-025 and 051-200-026 (AMCAL) annexed into the City-Wide Street Light and Landscape Maintenance District 2A, Zone 3.

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Antioch that APN 051-200-025 and 051-200-026 (AMCAL) is hereby annexed to the City-Wide Street Light and Landscape Maintenance District 2A, Zone 3.

\* \* \* \* \*

**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 14<sup>th</sup> day of April 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**“ATTACHMENT B”**



30141 AGOURA RD. ♦ STE. #100 ♦ AGOURA HILLS, CALIF. ♦ 91301-4332  
PHONE: (818) 706-0694 ♦ FAX: (818) 706-3752

Nov. 20, 2019

Mr. Bailey Grewal  
Public Works Director/City Engineer  
200 “H” St.  
P.O. Box 5007  
Antioch, Calif. 94531-5007

**RE: Street Light and Landscape Maintenance District Annexation Letter  
AMCAL Antioch Fund, LP, Inc.  
18<sup>th</sup> Street Apartments (PW 371)**

Mr. Grewal,

Please accept this letter as our request to have AMCAL Antioch Fund, LP, 18<sup>th</sup> Street Apartments (PW 371) annexed into existing Street Light and Landscape Maintenance District 2A (City-wide) – Zone 3, and to accept a level of annual assessments sufficient to maintain the street lights and landscaping as recommended by the City Engineer and approved by the City Council.

We acknowledge the current annual assessment in this zone is \$151.20 per multi-family unit and hereby elect to be assessed at that rate.

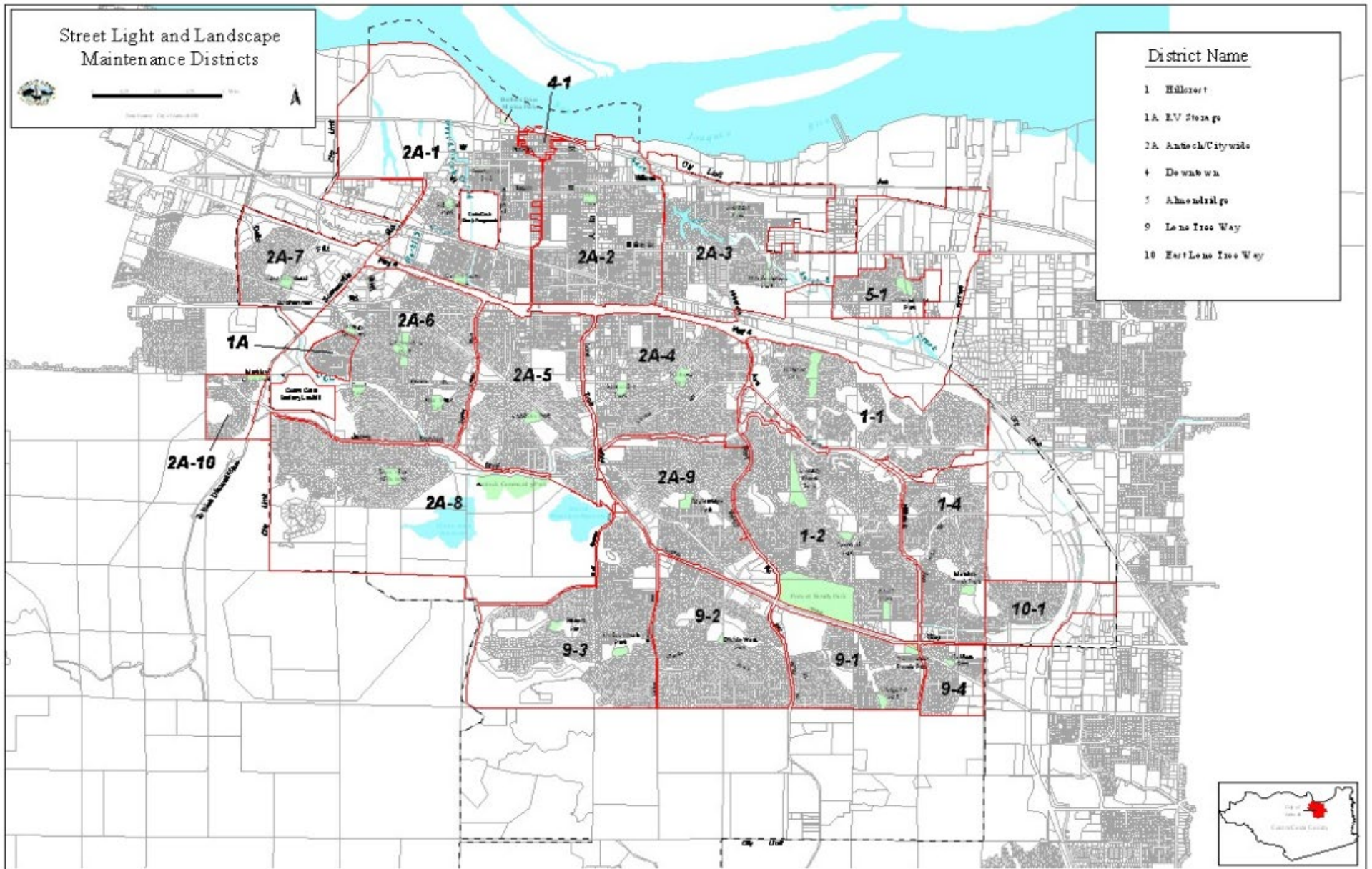
Thank you,

AMCAL Antioch Fund, LP

A handwritten signature in blue ink, appearing to read "Arjun Nagarkatti", is written over a horizontal line.

Arjun Nagarkatti, President

# “ATTACHMENT C”





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Dawn Merchant, Finance Director *DM*

**SUBJECT:** Resolution Designating Authorized Agents of the City of Antioch for California Governor's Office of Emergency Services (Cal OES) and FEMA Public Assistance Grants and Approving Cal OES Form 130

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution designating the City Manager, Finance Director and Administrative Services Director as authorized agents to execute documents and/or agreements on behalf of the City of Antioch for the purpose of obtaining disaster public assistance grants from Cal OES and FEMA and approving the corresponding Cal OES Form 130.

### **FISCAL IMPACT**

If a current Designation of Subrecipient's Agent Resolution (Cal OES Form 130) is not on file with the Cal OES, the City will be ineligible to apply for reimbursement under any future public assistance grants available for declared disasters. FEMA mandates current designations as a condition of qualifying for Cal OES public assistance grants.

### **DISCUSSION**

With the declaration of a national, state and local emergency due to the coronavirus, the City has begun tracking expenditures for staffing, equipment and tasks in order to possibly be reimbursed as a future date by Cal OES and/or FEMA.

Cal OES requires a Designation of Subrecipient's Agent Resolution for Non-State Agencies to be on file for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act. A new Designation of Applicant's Agent Resolution for Non-State Agencies is required if the previously submitted document is older than three (3) years from the last date of approval, changes are required to the name and/or title of authorized agents or one is not on file. The City of Antioch does not have a current resolution on file with Cal OES. The attached resolution designates the City Manager, Finance Director, and the Administrative Services Director as authorized agents for the City.

**ATTACHMENTS**

A. Resolution

- a. Exhibit A – Cal OES Form 130

## ATTACHMENT A

### RESOLUTION NO. 2020/\*\*

#### **RESOLUTION DESIGNATING THE CITY MANAGER, FINANCE DIRECTOR AND ADMINISTRATIVE SERVICES DIRECTOR AS AUTHORIZED AGENTS TO EXECUTE DOCUMENTS AND/OR AGREEMENTS ON BEHALF OF THE CITY OF ANTIOCH FOR THE PURPOSE OF OBTAINING DISASTER PUBLIC ASSISTANCE GRANTS FROM CAL OES AND FEMA AND APPROVING THE CORRESPONDING CAL OES FORM 130.**

**WHEREAS**, governments and public health professionals around the world have detected and are actively responding to the outbreak of the novel coronavirus disease 2019 (the “**Coronavirus**” or “**COVID-19**”), a potentially life-threatening infectious disease that causes respiratory illness with fever, coughing, and/or difficulty breathing and for which there is currently no known natural immunity or vaccine;

**WHEREAS**, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the Coronavirus outbreak a public health emergency of international concern;

**WHEREAS**, on March 4, 2020, California Governor Gavin Newsom proclaimed a state of emergency in California as a result of the threat of the Coronavirus;

**WHEREAS**, on March 10, 2020, Contra Costa County proclaimed a local emergency caused by the introduction of Coronavirus and its contribution to the shortage of essential health care supplies;

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency due to the Coronavirus;

**WHEREAS**, on March 16, 2020, pursuant to California Health and Safety Code sections 101040 and 120175, seven health officers within six Bay Area counties, including Contra Costa County, issued a legal order directing their respective residents to shelter at home for three weeks beginning March 17, 2020 in an effort to reduce and slow the spread of the Coronavirus by limiting activity, travel and business functions to only the most essential needs;

**WHEREAS**, on March 17, 2020, pursuant to Section 4-2.06(A)(1) of the Antioch Municipal Code, the Director of Emergency Services proclaimed a local emergency;

**WHEREAS**, on March 24, 2020 the City Council of the City of Antioch ratified the proclamation of the Director of Emergency services and proclaimed that a local emergency exists and shall continue to exist in the City of Antioch until the City Council resolves that the local emergency is terminated; and

**WHEREAS**, in order to be eligible to receive federal and/or state disaster public assistance grants for this or any future emergency under Public Law 93-288 as amended



by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or under the California Disaster Assistance Act, the City must designate authorized agents to act on its behalf and file a Cal OES Form 130 which will be valid for three (3) years.

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

1. Designates the City Manager, Finance Director and Administrative Services Director as authorized agents to execute documents and/or agreements in a form approved by the City Attorney on behalf of the City of Antioch for the purpose of obtaining disaster public assistance grants from Cal OES and FEMA; and
2. Approves Cal OES Form 130 hereto attached.

\* \* \* \* \*

**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 14th day of April 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION  
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE City Council OF THE City of Antioch  
(Governing Body) (Name of Applicant)

THAT City Manager OR  
(Title of Authorized Agent)  
Finance Director OR  
(Title of Authorized Agent)  
Administrative Services Director  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Antioch, a public entity  
(Name of Subrecipient)  
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service, for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Antioch, a public entity established under the laws of the State of California,  
(Name of Subrecipient)  
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

- This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) \_\_\_\_\_

Passed and approved this 14th day of April, 2020

Sean Wright, Mayor  
(Name and Title of Governing Body Representative)

Joy Motts, Mayor Pro Tem  
(Name and Title of Governing Body Representative)

\_\_\_\_\_  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Arne Simonsen, duly appointed and City Clerk of  
(Name) (Title)

City of Antioch, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)


Resolution passed and approved by the City Council of the City of Antioch  
(Governing Body) (Name of Applicant)

on the 14th day of April, 2020.

\_\_\_\_\_  
(Signature) City Clerk  
(Title)

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Tarra Mendes, Police Lieutenant  
**APPROVED BY:** Tammany Brooks, Chief of Police   
**SUBJECT:** PURCHASE ORDER INCREASE FOR GALLS LLC

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to authorize an increase of the existing Purchase Order for Galls LLC in an amount not to exceed \$15,000 for FY2019/20. The total Purchase Order would increase from \$50,000 to \$65,000.

**FISCAL IMPACT**

There will be no fiscal impact as the amount can be absorbed into the Police Department's current budget. No changes are required to accommodate this increase.

**DISCUSSION**

Galls LLC is a public safety equipment and uniform supplier used by the Antioch Police Department for Police Officer and Community Services Officer (CSO) uniforms, as well as many other safety equipment materials throughout the department.

Staff has worked tirelessly to fill vacant Police Officer and CSO positions. During this fiscal year, 12 Police Officers, 3 CSO's, and 1 Police Trainee have been hired, all requiring new uniforms and equipment. It is anticipated 2 more Police Officers and 2 more Police Trainees will be hired prior to the end of this fiscal year.

Due to the aforementioned successful recruiting efforts, it is necessary to increase the current Purchase Order by \$15,000 to cover the cost of uniforms and equipment needed by these new employees.

**ATTACHMENT**

A. Resolution

**2M**

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Agenda Item #

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AN INCREASE IN THE AMOUNT OF \$15,000 TO THE EXISTING  
GALLS LLC PURCHASE ORDER FOR A TOTAL NOT TO EXCEED \$65,000**

**WHEREAS**, Galls LLC is a current supplier of law enforcement uniforms and equipment used by the Antioch Police Department;

**WHEREAS**, the original Purchase Order amount was \$50,000 and has been spent due to the hiring of numerous Police Officers and Community Services Officers this fiscal year;

**WHEREAS**, the Antioch Police Department anticipates hiring additional Police Officers and Police Trainees in the next 90 days; and

**WHEREAS**, additional uniforms and equipment will be needed to outfit these new employees upon their appointment.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves an increase in the amount of \$15,000 to the existing Galls LLC Purchase Order for a total not to exceed a total of \$65,000.

\* \* \* \* \*

**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 14th day of April, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

**SUBMITTED BY:** Ron Bernal, City Manager **RB**

**SUBJECT:** Resolution Authorizing The City Manager To Enter Into The First Amendment To The Consultant Service Agreement With Evviva Brands, LLC In The Amount of \$5,000 For the Annual Report for The City Of Antioch

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution to authorize the City Manager to enter into a First Amendment to the Consultant Service Agreement with Evviva Brands, LLC, in a form approved by the City Attorney, in the amount of five thousand dollars (\$5,000) for the development and production of an annual report for City of Antioch.

**FISCAL IMPACT**

This action increases the contract amount by \$5,000, from \$80,300 to \$85,300. The amount can be incorporated into the City Manager's budget, no budget amendment is needed at this time.

**DISCUSSION**

The City desires support from Evviva Brands in the development and production of its annual report, which will include an introduction by the City Manager and information on the City's fiscal health, public safety, capital improvements, and community engagement efforts.

The prior agreement includes "creative extension for the media campaign" including support for the City in developing a suite of creative media campaigns that extend the City's rebranding and repositioning goals and include ongoing media placements.

**ATTACHMENTS**

**A. Resolution**

Exhibit 1 to Resolution - First Amendment to the Consulting Services Agreement  
Exhibit 2 to Resolution - Scope of Work

**B. Evviva Brands, LLC Consulting Services Agreement (Dated 09-24-19)**

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO  
THE CONSULTANT SERVICE AGREEMENT WITH EVVIVA BRANDS, LLC IN THE  
AMOUNT OF \$5,000 FOR THE DEVELOPMENT AND PRODUCTION OF AN  
ANNUAL REPORT FOR CITY OF ANTIOCH**

**WHEREAS**, on September 24, 2019 the City of Antioch entered into a Consulting Services Agreement with Evviva Brands, LLC. ("**Evviva Brands**"), for "creative extension for the media campaign" in an amount not to exceed \$80,300;

**WHEREAS**, Evviva Brands proposed a scope of work including support for the City in developing a suite of creative media campaigns that extend the City's rebranding and repositioning goals and include ongoing media placements;

**WHEREAS**, Evviva Brands current a scope of work identifies four areas of investment it will undertake in and in support of the City's media campaign: (1) purchasing rights to photo assets, (2) developing creative executions using these assets, (3) creative direction of and integration with other asset producers, and (4) ongoing updates for and meetings with Antioch stakeholders;

**WHEREAS**, the City desires support from Evviva Brands in the development and production of its annual report, which will include an introduction by the City Manager and information on the City's fiscal health, public safety, capital improvements, and community engagement efforts; and

**WHEREAS**, on April 14, 2020, the City Council considered a contract amendment with Evviva Brands to provide additional media campaign services in the form of an annual report for the City of Antioch.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to enter into a First Amendment to the Consultant Service Agreement with Evviva Brands, LLC, in a form approved by the City Attorney, in the amount of **\$5,000**, with the total contract amount not to exceed \$85,300, for the development and production of an annual report for City of Antioch.

\* \* \* \* \*

**RESOLUTION NO. 2020/\*\***

April 14, 2020

Page 2 of 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 14th day of April, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES FOR  
CREATIVE EXTENSION FOR THE MEDIA CAMPAIGN**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES** is entered into this 25<sup>th</sup> day of March 2020, by and between the CITY OF ANTIOCH, a municipal corporation (“**City**”) and EVVIVA BRANDS, LLC, their address is 1142 Grant Avenue, Suite 300, San Francisco, CA 94113 (“**Consultant**”).

**R E C I T A L S**

**WHEREAS**, on September 24, 2019, CITY OF ANTIOCH and EVVIVA BRANDS, LLC entered into an Agreement for Creative Extension for The Media Campaign (“**Agreement**”) in the amount of \$80,300; and

**WHEREAS**, the City and Consultant desire to amend the agreement pursuant to the terms and conditions set forth below.

**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 the Scope of Work attached as 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 1.1 “Term of Services” shall be amended to read as follows:**

“The term of this Agreement shall begin on the date first noted above and shall end on **August 31, 2020**, and Consultant shall complete the work described in Exhibit A to the Amendment No. 1 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. 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 of the Agreement.”

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

“CITY hereby agrees to pay Consultant a sum not to exceed **\$85,300**, 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:

EVVIVA BRANDS, LLC

By: \_\_\_\_\_  
Rowland E. Bernal, Jr., City Manager

By: \_\_\_\_\_  
David Y. Kippen, PhD  
CEO, Evviva Brands, LLC

ATTEST:

\_\_\_\_\_  
Arne Simonsen, CMC City Clerk

APPROVED AS TO FORM:

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

**FIRST AMENDMENT TO THE AGREEMENT FOR CONSULTING SERVICES FOR  
CREATIVE EXTENSION FOR THE MEDIA CAMPAIGN**

**Proposal for City Report Development**

February 24, 2020

The City of Antioch has requested Evviva Brands' support the City in developing content and design for the City's 2020 City Report.

The Report will begin with an introduction by the City Manager and consist of content such as:

- Fiscal health of the City infographic showing a breakdown of the City's budget and providing information on the City's fiscal health, cash reserve, etc.
- Public safety update showing progress toward optimal public safety through hiring new officers, crime prevention, traffic safety, etc.
- Capital improvements highlighting current and planned city expenditures to enhance safety and quality of life for Antioch residents
- Community engagement such as events, programs, services provided by City resources or publicly available in Antioch.

**Process**

Initial report content will be collected for and provided to Evviva by City staff. Evviva resources may supplement this content by interviewing Kwame and/or Ron to develop our storyline.

Because the City's goal is a highly visual report of between 12 and 16 pages, we will first establish text blocking by identifying the short snippets of text and infographics we will use for the report along with the size spreads they will occupy.

Once City staff has reviewed and approved the blocking, we will establish art direction, image selection and a supporting grid system. Two rounds of refinement are anticipated with no more than 20% variation from initial direction. After refinement with City Staff, we will output final, print-ready spreads for the City's selected printer. We recommend Evviva resources also oversee blueline approval (final art, copy and color approval).

**Creative Direction**

David Kippen will liaise with City staff on behalf of Evviva integrating and creative directing the work of Evviva resources and periodically liaising with Antioch staff.

**Costs**

<b>Item</b>	<b>Description</b>	<b>Cost</b>
Develop initial scamps	Review City-provided content, augment as necessary, establish text blocking.	\$1,000
Refinement	Review with City stakeholders, incorporate feedback.	\$500
Design	Establish images, grid system.	\$1,000
Refinement	Review with City stakeholders, incorporate feedback.	\$1000

Project Mgmt.	10% gross project value.	\$350
<b>Total</b>		<b>\$3,850</b>

In total, we recommend allocating a budget of \$5,000 to Evviva Brands for production of a City newsletter for Antioch. We will invoice \$2,500 at inception and invoice the remainder at completion.

#### Terms and Conditions

This proposal is offered under the terms and conditions outlined in the Consulting Services Agreement between the City of Antioch and Evviva Brands.

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND EVVIVA BRANDS, LLC FOR  
CREATIVE EXTENSION FOR THE MEDIA CAMPAIGN**

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Evviva Brands, LLC ("Consultant") as of September 24, 2019.

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2020, 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' 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 agree to pay Consultant a sum not to exceed \$80,300 (Eighty-Three Thousand Three Hundred Dollars) notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth 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.

8/5/19



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.

**2.2 Payment Schedule.**

**2.2.1** City shall pay an inception invoice of \$24,090 representing 30% of the project budget. From thereon in, the City shall make incremental payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 15 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.

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

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

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services



required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as office space, 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, meeting with City residents, developing work product for the City, and otherwise conducting City business. 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 A.M. Best's 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 **\$1,000,000** 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 Contractor 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 Contractor 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 Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

**4.5. Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

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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 Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor'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).

4.5.2 *Primary Coverage.* For any claims related to this contract, the Contractor'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 Contractor's insurance and shall not contribute with it.

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.* 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.

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 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.

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 Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

**4.6. Certificate of Insurance and Endorsements.** 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

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to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**4.7. Subcontractors.** Contractor 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 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 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.** CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or sub-consultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.

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

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agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

5.3. 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 means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.



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

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, 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 **Prevailing Wages.** Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

## **Section 8. TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement upon 15 days' written notice to Consultant and shall include in such notice the reasons for cancellation.

Consultant may cancel this Agreement upon 15 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.

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

- 9.1 **Records Created as Part of Consultant's Performance.** All final reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that final 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. Draft documents and material prepared by Consultant shall at all times remain the property of Consultant and shall not be considered City property under this Agreement.



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



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

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

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

- 10.7 **Inconsistent Terms.** If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- 10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by Lizeht Zepeda ("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:

Evviva Brands, LLC  
1142 Grant Avenue, Suite 300  
San Francisco, CA 94113

Evviva Brands, LLC  
ATTN: Eric Newsom  
Sheppard Mullin Richter & Hampton LLP  
Four Embarcadero Center, 17th Floor  
San Francisco, CA 94111-4109

Any written notice to City shall be sent to:

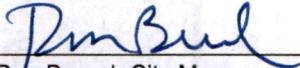
City Manager  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007

**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:**

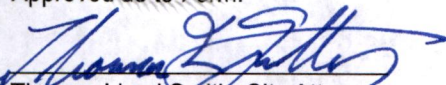
CITY OF ANTIOCH

  
Ron Bernal, City Manager

Attest:

  
Arne Simonsen, City Clerk of City of Antioch

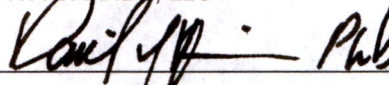
Approved as to Form:

  
Thomas Lloyd Smith, City Attorney

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

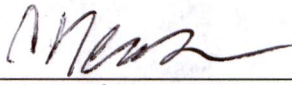
**CONSULTANT:**

EVVIVA BRANDS, LLC

By: 

Name: David Y. Kippen, PhD

Title: CEO, Evviva Brands, LLC

By: 

Name: Cate Newsom

Title: Head of Insight



## EXHIBIT A

# Proposal for Campaign Extension Asset Production

September 4, 2019

The City of Antioch has requested Evviva Brands' support the City in developing a suite of creative assets to extend the City's rebranding and repositioning goals and to populate ongoing media placements.

There are four areas of investment Evviva will undertake in--and in support of--asset creation:

1. Purchasing rights to photo assets;
2. Developing creative executions using these assets;
3. Creative direction of and integration with other asset producers
4. Ongoing updates for and meetings with Antioch stakeholders.

### 1. Photo Assets

We will continue to source and purchase photo assets to support campaign extension. We will negotiate unrestricted ownership rights for the City. The rights we negotiate may be for an unrestricted license to use the photographer's work, a license to use the work with photo credit, or a transfer of copyright from the photographer to the City. Whatever the case, we will ensure that the City has unrestricted rights to use the photos we purchase for all time in all media without additional charges.

For this campaign extension we may use photo assets from Antioch-based and non-Antioch-based photographers. We will recharge photos to the City at our cost + sourcing time. We anticipate \$12,000 photo spend.

### 2. Creative Executions

We will build new campaign assets extending the "opportunity" campaign messaging into relevant seasonal appeals.

The assets will include:

- **Print ads for relevant targeted opportunities:**
  - Concept and develop 5 unique business assets (including 2 cannabis-focused assets) for print publications such as SF Business Times. Final numbers will be based on media plan and IOs.
- **Campaign executions for display advertising:**
  - Concept and develop 8 unique lifestyle assets and 12 unique business assets (including 4 cannabis-focused assets). Final numbers will be based on media plan and IOs.
  - Assets will include a mix of Antioch-focused and externally-focused creative.

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- **Campaign assets for social media advertising:**
  - Concept and develop 8 unique lifestyle assets and 12 unique business assets (including 4 cannabis-focused assets). Final numbers will be based on media plan and IOs.
  - Assets will include a mix of Antioch-focused and externally-focused creative.
- **Campaign assets for native advertising:**
  - Concept and develop contents for two advertorial stories, including photo selection, story arc development, creative direction. Final numbers will be based on media plan and IOs.
- **Campaign assets for out of home (OOH) advertising:**
  - Concept and develop up to 10 new billboards to run in rotation. Final number of boards and balance of business/awareness to be determined in collaboration with City staff and media plan.
  - We anticipate developing up to 10 unique vinyl light pole signs for display in Antioch.
- **Antioch is Opportunity Website Content Enhancements:**
  - We will substantially expand the Antioch is Opportunity site, adding content for sub-galleries and stories.
  - Enhancements will include a mix of Antioch-focused and externally-focused creative.

The final number of unique assets (e.g., the number of unique ads) will be driven by seasonal and event-based messages and based on the campaign’s existing media mix. Campaign assets will include a mix of externally-focused and Antioch-focused messages. Approximately 30% of asset development will be allocated to Antioch audiences.

### 3. Creative Direction & Resource Integration

Evviva will continue to serve as lead agency, integrating and creative directing the work of Evviva resources and others as needed. Evviva resources will continue to periodically liaise with Antioch leaders, monitor social media sentiment and present as needed at City Council meetings.

### 4. Campaign Duration

The campaign assets we develop under this SOW will be suitable for extending the Antioch is Opportunity campaign and will have legs (variations in art and copy) tailored to support the media plan for 2019-2020.

### 4. Costs

Item	Description	Cost
Print Ads	Concept and develop 5 unique business assets (including 2 cannabis-focused assets) for print publications	\$57,500
Display Ads	Concept and develop 8 unique lifestyle assets and 12 unique business assets (including 4 cannabis-focused assets).	



Social Assets	Concept and develop 8 unique lifestyle assets and 12 unique business assets (including 4 cannabis-focused assets).	
Native Assets	Concept and develop contents for two advertorial stories, including photo selection, story arc development, creative direction	
OOH Ads	Concept and develop up to 10 new billboards to run in rotation. Final number of boards and balance of business/awareness to be determined in collaboration with City staff and media plan. Concept and develop up to 10 unique vinyl light pole signs for display in Antioch.	
Website Enhancements	Substantially expand the Antioch is Opportunity site, adding content for sub-galleries and stories.	\$8,000
Creative Direction & Resource Integration	Serve as lead agency, integrating and creative directing the work of Evviva resources and others as needed. Evviva resources will continue to periodically liaise with Antioch leaders, monitor social media sentiment and present as needed at City Council meetings.	\$7,500
Project Management	Ensure that assets are scheduled, proofed, on time, to spec.	\$7,300
<b>Total</b>		<b>\$80,300</b>

In total, we recommend allocating a budget of \$80,300 to Evviva Brands for asset production. We will invoice 30% at inception and progress bill monthly against time and asset production.

#### 5. Terms and Conditions

This proposal is offered under the terms and conditions outlined in the Consulting Services Agreement between the City of Antioch and Evviva Brands.



## AUTOMOBILE POLICY PACKET

VALERIE L KIPPEN  
2403 MIRA VISTA DR  
EL CERRITO CA 94530-1660

CIC 01367 34 58 7101 9

POLICY PERIOD: EFFECTIVE NOV 05 2019 TO MAY 05 2020

### IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

Check your vehicle for a safety recall today! Visit [www.usaa.com/autorecall](http://www.usaa.com/autorecall) to learn more.

For information about the available discounts and the factors we use to determine premiums, please read the enclosed flier, "Information Used to Determine Your Premium."

With this renewal, your premium has increased due to a rate change in your state or because of your policy's individual risk characteristics. See your Declarations for the new premium. Contact us if you have any questions.

The Vehicle Recovery System, Anti-Theft Device discount expires with this policy renewal. To continue receiving this discount, you must verify annually that the discount qualifications are met. Log onto [usaa.com](http://usaa.com) and select "Update Discounts" to update your vehicle information.

Thank you for renewing your policy and allowing us to continue servicing your insurance needs. If you have any concerns or need to modify or cancel the renewal policy, please contact us immediately.

This is not a bill. Any premium charge or change for this policy will be reflected on your next regular monthly statement. Your current billing statement should still be paid by the due date indicated.

**To receive this document and others electronically, or manage your Auto Policy online, go to [usaa.com](http://usaa.com).**

For U.S. calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

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## **AUTOMOBILE POLICY PACKET CONTINUED**

The amounts of your expiring and renewing annual mileage are the same, and they're listed as Annual Mileage on your Declarations page. If your estimated mileage for the coming year is different from the mileage listed on your Declarations, log on to [usaa.com](http://usaa.com), enter Auto Policy Summary in the search field, and click Change Usage and Annual Mileage. You can also contact us at the number below.

Your Uninsured Motorists Bodily Injury Coverage (UMBI) and Uninsured Motorists Property Damage (UMPD) selection/rejection remains in effect. You may quote different coverage limits and make changes at any time to your policy on [usaa.com](http://usaa.com). Or you may call us at 1-800-531-USAA (8722).

You may exclude from coverage any operator who does not qualify for the California Good Driver Discount. Please refer to the enclosed flier, "Information Used to Determine Your Premium."

**TEXTING & DRIVING ... It Can Wait!** Join USAA in the movement against distracted driving by going to <http://itcanwait.usaa.com> to watch powerful videos and take the pledge to not text and drive!

Coverage exclusions apply when your vehicle is used in ride sharing. If you need coverage for ride sharing activities, we're pleased to offer Ride Share Gap Protection. Please contact us for more information or to obtain a quote.

You may designate a third party to receive notice of policy cancellation or nonrenewal by completing the attached form 40CA.

USAA considers many factors when determining your premium. Maintaining safe driving habits is one of the most important steps you can take in keeping your premium as low as possible. A history of claim or driving activity and your USAA payment history may affect your policy premium.

We have provided your ID cards in this packet. You can use the cards to show proof of insurance, if necessary.



**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 25968

DAVID Y KIPPEN  
2403 MIRA VISTA DR  
EL CERRITO CA 94530-1660

VALERIE L KIPPEN  
DAVID Y KIPPEN

Insurance Company

USAA CASUALTY INSURANCE COMPANY

Policy Number	Effective Date	Expiration Date
01367 34 58C 7101 9	11/05/19	05/05/20

Vehicle Make/Vehicle Identification Number	Year
BMW 4USCJ3324VLC07390	1997

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

**California Evidence of Financial Responsibility**

**Keep this card.**

**IMPORTANT:** The California Financial Responsibility Act (Section 16020) of the Vehicle Code requires every owner or operator of a vehicle subject to the requirements of the Financial Responsibility Act to carry evidence of financial responsibility in the vehicle at all times. Under vehicle code (Section 16028) every driver involved in an accident must provide evidence of financial responsibility at the scene. Failure to comply is an infraction and shall be punishable by fines, impoundment or license suspension.

**Additional copies available at usaa.com**

**CONTACT US: 210-531-USAA(8722)**  
OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288

**California Automobile Insurance Identification Cards**

We've issued two identification cards as evidence of liability insurance for your vehicle(s). These cards are valid only as long as liability insurance remains in force. **Keep a copy of the ID card in your vehicle at all times.**

You may be required to produce your identification card at vehicle registration or inspection, when applying for a driver's license, following an accident, or upon a law enforcement officer's request.

53CA 1 Rev. 06-13

10/03/19

55047-0513\_02

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 25968

DAVID Y KIPPEN  
2403 MIRA VISTA DR  
EL CERRITO CA 94530-1660

VALERIE L KIPPEN  
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9800 Fredericksburg Road, San Antonio, Texas 78288

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 25968  
 DAVID Y KIPPEN  
 VALERIE L KIPPEN  
 2403 MIRA VISTA DR  
 EL CERRITO CA 94530-1660

VALERIE L KIPPEN  
 DAVID Y KIPPEN

Insurance Company

USAA CASUALTY INSURANCE COMPANY

Policy Number	Effective Date	Expiration Date
01367 34 58C 7101 9	11/05/19	05/05/20

Vehicle Make/Vehicle Identification Number	Year
JEEP 1C4PJLJS2HW592779	2017

This policy provides at least the minimum amounts of liability insurance required by the CA VEH CODE SECTION 16056 for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

b a c k

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9800 Fredericksburg Road, San Antonio, Texas 78288

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53CA2 Rev. 06-13

10/03/19

55047-0513\_02

**CALIFORNIA EVIDENCE OF FINANCIAL RESPONSIBILITY**

Name and Address of Insured NAIC 25968  
 DAVID Y KIPPEN  
 VALERIE L KIPPEN  
 2403 MIRA VISTA DR  
 EL CERRITO CA 94530-1660

VALERIE L KIPPEN  
 DAVID Y KIPPEN

Insurance Company

USAA CASUALTY INSURANCE COMPANY

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**Additional copies available at usaa.com**

**CONTACT US: 210-531-USAA(8722)**  
 OR 800-531-USAA

9800 Fredericksburg Road, San Antonio, Texas 78288





USAA CASUALTY INSURANCE COMPANY

(A Stock Insurance Company)
9800 Fredericksburg Road - San Antonio, Texas 78288
CALIFORNIA AUTO POLICY
RENEWAL DECLARATIONS
(ATTACH TO PREVIOUS POLICY)

PAGE 6
ADDL INFO ON NEXT PAGE MAIL MCH-M-I
RENEWAL OF

State 01 02 VEH POLICY NUMBER
CA 541541 113r 01367 34 58C 7101 9
POLICY PERIOD: (12:01 A.M. standard time)
EFFECTIVE NOV 05 2019 TO MAY 05 2020
OPERATORS
01 VALERIE L KIPPEN
03 DAVID Y KIPPEN

Named Insured and Address
VALERIE L KIPPEN
2403 MIRA VISTA DR
EL CERRITO CA 94530-1660

Table with columns: VEH, YEAR, TRADE NAME, MODEL, BODY TYPE, ANNUAL MILEAGE, IDENTIFICATION NUMBER, VEH USE\*, WORK-SCHOOL Miles One Way, Days For Week. Rows include BMW and JEEP.

The Vehicle(s) described herein is principally garaged at the above address unless otherwise stated. \* W/C=Work/School; B=Business; F=Farm; P=Plasure
VEH 01 EL CERRITO CA 94530-1660
VEH 02 EL CERRITO CA 94530-1660

This policy provides ONLY those coverages where a premium is shown below. The limits shown may be reduced by policy provisions and may not be combined regardless of the number of vehicles for which a premium is listed unless specifically authorized elsewhere in this policy.

Table with columns: COVERAGES, LIMITS OF LIABILITY ("ACV" MEANS ACTUAL CASH VALUE), VEH 01 6-MONTH D=DED AMOUNT, VEH 02 6-MONTH D=DED AMOUNT, VEH 03 6-MONTH D=DED AMOUNT, VEH 04 6-MONTH D=DED AMOUNT. Rows include PART A - LIABILITY, PART B - MEDICAL PAYMENTS, PART C - UNINSURED MOTORISTS, PART D - PHYSICAL DAMAGE COVERAGE, and VEHICLE TOTAL PREMIUM.

6 MONTH PREMIUM \$ 1016.40
PREMIUM DUE AT INCEPTION. THIS IS NOT A BILL, STATEMENT TO FOLLOW.

ADDITIONAL MESSAGE(S) - SEE FOLLOWING PAGE(S)

ENDORSEMENTS: ADDED 11-05-19 - NONE
REMAIN IN EFFECT(REFER TO PREVIOUS POLICY) - RSGPCW(01) 5100CA(02)
INFORMATION FORMS: CADS(04) 40CA(01) 13580(03)

Table with columns: VEH 01 RMM39000N, VEH 02 RMF40000N, VEH 03, VEH 04.

In WITNESS WHEREOF, we have caused this policy to be signed by our President and Secretary at San Antonio, Texas, on this date OCTOBER 3, 2019

Deneen Donnley, Secretary S. Wayne Peacock, President







**SUPPLEMENTAL INFORMATION**

**EFFECTIVE NOV 05 2019 TO MAY 05 2020**

The following approximate premium discounts or credits have already been applied to reduce your policy premium costs.

NOTE: Age or **senior citizen** status, if allowed by your state/location, was taken into consideration when your rates were set and your premiums have already been adjusted.

VEHICLE 01	
GOOD DRIVER DISCOUNT	- \$ 105.54
OPERATOR 03	
MULTI-CAR DISCOUNT	- \$ 63.16
PASSIVE RESTRAINT DISCOUNT	- \$ 1.49
PERSISTENCY DISCOUNT	- \$ 14.33
PREMIER OPERATOR DISCOUNT	- \$ 81.75
VEHICLE INJURY RATING DISCOUNT	- \$ .96
VEHICLE 02	
GOOD DRIVER DISCOUNT	- \$ 148.57
OPERATOR 01	
MULTI-CAR DISCOUNT	- \$ 92.50
PASSIVE RESTRAINT DISCOUNT	- \$ 2.02
PERSISTENCY DISCOUNT	- \$ 20.98
PREMIER OPERATOR DISCOUNT	- \$ 119.70

**INFORMATION USED TO DETERMINE YOUR PREMIUM IN CALIFORNIA**

This information is designed to help you understand the factors we use to determine the premiums you pay for each private passenger vehicle we insure and to make you aware of all the discounts we offer. There is also an explanation of the Classification Code you see on your Declarations Page.

<b>Factor</b>	<b>Explanation of factor</b>
Driving experience	The number of years a driver has been licensed to drive.
Location	Where you garage your vehicle.
Vehicle type	The year, make and model of the vehicle, as well as its safety and security features.
Vehicle use	How the vehicle is used (i.e., business, farm, or other) and the total miles driven annually.
Financial Responsibility Surcharge	An additional premium charged when we must file a certificate of financial responsibility with the state at your request.
Chargeable incidents	<p>The rating plan we submitted to the California Department of Insurance allows us to consider convictions and at-fault accidents when determining your premium. We may charge additional premium for incidents accumulated within three years of the policy issue or renewal date. These chargeable incidents affect the premiums for the major coverages displayed on the Declarations page.</p> <ul style="list-style-type: none"> <li>• Conviction – A moving motor vehicle conviction.</li> <li>• At-fault accident – An accident for which the driver is 51% or more legally responsible and the accident outcome included a fatality, bodily injuries and/or property and/or collision damage in excess of \$1,000.</li> </ul>
Discounts	Discounts apply to your vehicle and/or the insured drivers in the household.



**DISCOUNTS**

We will automatically include all discounts that we know apply to your vehicle and the insured drivers in the household. Your discounts are listed on the Supplemental Information page attached to your policy. The following discounts are available.

<b>Discount</b>	<b>Is offered...</b>
Anti-theft	When your vehicle is equipped with a vehicle recovery system (a system that emits a signal when activated).
Away at School	When a driver is an occasional operator with less than 14 years driving experience, is a full-time student and resides more than 100 miles away from home without a vehicle.
Driver Training	To drivers with less than three years of driving experience who successfully completed an approved driver training course.
Good Student	To drivers with fewer than nine years driving experience who are full-time students maintaining at least a 3.0 or a "B" average.
Good Driver	To drivers who have both of the following: <ul style="list-style-type: none"> <li>• A three year history of: <ul style="list-style-type: none"> <li>• Continuous licensing,</li> <li>• No more than one traffic conviction or at-fault accident with physical damages exceeding \$1,000 and</li> <li>• No at-fault accidents involving bodily injuries exceeding \$1,000 or a fatality.</li> </ul> </li> <li>• A 10-year history of no convictions for driving under the influence of alcohol and/or drugs.</li> </ul> <p>If a driver no longer qualifies for the Good Driver Discount, you may exclude the driver from coverage.</p>
Mature Driver Improvement Course	To principal drivers, age 55 or older, who successfully complete a mature driver improvement course approved by the California Department of Motor Vehicles. We'll need a copy of the completion certificate to apply the discount. The discount renews automatically for three years after the course completion date if the driver has no at-fault accidents or convictions.
Military Installation Garaging	When a vehicle is garaged on a military installation.
Multi-Car	When we insure two or more eligible vehicles on the same policy.
Multi-Policy	When you have other policies (non-auto) in effect with us when your auto policy is issued or renewed.
New Vehicle	When your vehicle is no more than three years old. For the purpose of this discount, a vehicle ages as of Oct. 1 of the current year.
Occasional Operator	To an insured driver who is neither the owner nor principal driver of any one vehicle.

Passive Restraint Device	When your vehicle is equipped with airbag(s) and/or automatic seatbelts.
Persistency	Based on the number of years you have continuously maintained an active auto policy with us.
Premier Operator	To an insured driver who has at least five years driving experience, qualifies for the Good Driver Discount and has neither an at-fault accident nor major conviction within the previous five years.
Storage Discount	When your vehicle is being stored in a secure location and you, or others, will not drive the vehicle.
Vehicle Injury	When a vehicle from model years 1985 to 1997 has significantly better than average personal injury loss experience. Note: An additional charge may apply to vehicles with significantly worse than average experience.

### Explanation of Classification Codes

On the bottom of your Declarations page, you will see a box similar to the example below. The alpha or numeric characters in the bottom line of the box are codes that reflect information used to determine the premium for the major coverages: Liability, Medical Payments, Comprehensive, Collision, Uninsured Motorists Bodily Injury, Uninsured Motorists Property Damage and Uninsured Motorists Property Damage Waiver of Collision Deductible. The following example and explanation will help you understand the codes.

V E H	01	RSM25	000	N
-------	----	-------	-----	---

This code means vehicle 01 is located in your state of primary residence and the rated driver is a single male, licensed 25 years with zero accidents or convictions, and no financial responsibility surcharge.

### CLASSIFICATION CODES

Character	Symbol	Means...
1 <sup>st</sup>	R	This vehicle is located in your state of primary residence.
	A	This vehicle is located in a state other than your primary residence.
	L	This vehicle is located in your state of primary residence, and the driver associated with it has a learner's permit.
2 <sup>nd</sup>	M	Married
	S	Single
3 <sup>rd</sup>	F	Female
	M	Male
4 <sup>th</sup> and 5 <sup>th</sup>	##	Number of years licensed to drive.
6 <sup>th</sup> – 8 <sup>th</sup>	###	The first digit indicates the number of accidents and the other two are the number of points assigned for moving traffic violations. Note: An "A" in the first position means there are more than 10 accidents.
9 <sup>th</sup>	Y or N	Indicates whether there is a financial responsibility surcharge.

Exception Codes for characters 1-5:

Code	Appears when...
XXX99	The vehicle is located in your state of primary residence, there are more vehicles than drivers and all licensed drivers on the policy are already associated with other vehicles.

If you have questions, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



### CA Third-Party Designee Notice

You are entitled to designate another person to receive any termination, expiration, nonrenewal cancellation notice involving this California insurance policy. Such notifications will be made to the designee in addition to any notifications made to you, the named insured.

To make a third-party designation, you must provide us with your written authorization, as well as written acknowledgement by your designee.

If you would like to appoint a designee, please become familiar with the following stipulations and review them with the designated person:

- The appointment of a designee will apply to your automobile, homeowners, rental property insurance or renters policies.
- Your designee is only authorized to receive copies of notices of policy cancellations or non-renewals. All other correspondence between you and USAA will remain confidential.
- Your designee will have no authority to act on your behalf to make any policy changes or conduct any other business involving your account. If you would like to authorize someone to handle your account and policies, please let us know. We can arrange that with a power of attorney.
- Your designee will incur no liability by accepting this designation by you.
- You may discontinue the appointment of the designee at any time by notifying us in writing. We recommend that you advise your designee of these types of changes, since we will not send your designee any notice.
- You may appoint another designee by following the same process you used to appoint your first designee.
- To appoint a designee, provide us with your request on the enclosed form.

If you have any additional questions about making a third-party designation, please call us at 210-531-USAA (8722), our mobile shortcut #8722 or 800-531-8722.



**Request for Appointment of Third-Party Insurance Notification Designee**

**Member Name** \_\_\_\_\_ **USAA Member Number** \_\_\_\_\_

**Member Address** \_\_\_\_\_

The following designee is authorized to receive a separate copy of any notices of cancellation or non-renewal of my auto and or homeowners (RPI) policies.

**Designee Name** \_\_\_\_\_

**Designee Mailing Address** \_\_\_\_\_

(for Notices)

\_\_\_\_\_  
\_\_\_\_\_

**Member's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

---

I accept this appointment to be an insurance notification designee for the member named above. I understand that I will be sent copies of any cancellation or non-renewal of the auto, homeowners, rental property insurance and renters policies of the above member. Additionally, I do not incur any liability by accepting this appointment.

**Designee's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Mail to:**  
**USAA**  
**9800 Fredericksburg Rd**  
**San Antonio, TX 78288**

**Both parties must sign where indicated.**





### Reasons for a Policy Premium Increase, Cancellation, or Nonrenewal

The following table lists specific reasons we would increase premiums, nonrenew, or cancel automobile policies in California.

Action	Reasons
Premium increase	<ul style="list-style-type: none"> <li>• Change in:               <ul style="list-style-type: none"> <li>• Vehicle.</li> <li>• Vehicle location.</li> <li>• Vehicle use.</li> <li>• Driver.</li> </ul> </li> <li>• Addition or deletion of a vehicle or driver.</li> <li>• Loss of a premium discount or credit.</li> </ul>
Premium increase or nonrenewal	<ul style="list-style-type: none"> <li>• An insured driver on the policy was:               <ul style="list-style-type: none"> <li>• Primarily responsible for an accident and the insurer paid a claim for bodily injury, property and/or collision damage in excess of the state's dollar threshold.</li> <li>• Convicted of violating any provision of the Vehicle Code or Penal Code involving the operation of a motor vehicle.</li> </ul> </li> <li>• Any reason not stated that is both lawful and not unfairly discriminatory.</li> </ul>
Cancellation or nonrenewal	<ul style="list-style-type: none"> <li>• Non-payment of premium.</li> <li>• Suspended or revoked driver's license.</li> <li>• Fraudulent claim.</li> <li>• Material misrepresentation of rating or underwriting information.</li> <li>• Substantial Increase in the risk of hazard.</li> </ul>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

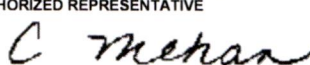
<b>PRODUCER</b> R.C. Fischer & Co. 1301 Ygnacio Valley Rd #100 Walnut Creek CA 94598	<b>CONTACT NAME:</b> Carrie Mehan <b>PHONE (A/C, No, Ext):</b> 925-627-5474 <b>E-MAIL ADDRESS:</b> cmehan@rcfischer.com	<b>FAX (A/C, No):</b> 925-932-0962
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Evviva Brands, LLC 237 Kearny St #112 San Francisco CA 94108	<b>INSURER A :</b> Sentinel Insurance Co, Limited	
	<b>INSURER B :</b> Travelers Cas&Surety Co Amer.	
	<b>INSURER C :</b> Hartford Casualty Insurance Co	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1552657227                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		57SBMVA6747	12/3/2018	12/3/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WECGB0928	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional E&O Claims Made Policy			106693423	2/3/2019	2/3/2020	Limit Ea Claim \$1,000,000 All Claims \$1,000,000 Retention \$5,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: 213 F St., Antioch CA 94509  
City of Antioch, its officers, official and employees are included as additional insured per liability form SS00080405 attached

<b>CERTIFICATE HOLDER</b>  City of Antioch its officers, officials and employees 213 F St. Antioch CA 94509	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# BUSINESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section C. - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section G. - Liability And Medical Expenses Definitions.

## A. COVERAGES

### 1. BUSINESS LIABILITY COVERAGE (BODILY INJURY, PROPERTY DAMAGE, PERSONAL AND ADVERTISING INJURY)

#### Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section D. - Liability And Medical Expenses Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph 1. of Section C. - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section C. - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

## BUSINESS LIABILITY COVERAGE FORM

- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
- d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

### e. Incidental Medical Malpractice

- (1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:
  - (a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and
  - (b) You are not engaged in the business or occupation of providing such services.
- (2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

## 2. MEDICAL EXPENSES

### Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;provided that:
  - (1) The accident takes place in the "coverage territory" and during the policy period;
  - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
  - (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

## 3. COVERAGE EXTENSION - SUPPLEMENTARY PAYMENTS

- a. We will pay, with respect to any claim or "suit" we investigate or settle, or any "suit" against an insured we defend:
  - (1) All expenses we incur.
  - (2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
  - (3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - (4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
  - (5) All costs taxed against the insured in the "suit".
  - (6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.Any amounts paid under (1) through (7) above will not reduce the limits of insurance.



b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
  - (a) Agrees in writing to:
    - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
    - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
    - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
    - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
  - (b) Provides us with written authorization to:
    - (i) Obtain records and other information related to the "suit"; and
    - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph 1.b.(b) of Section B. – Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

**B. EXCLUSIONS**

**1. Applicable To Business Liability Coverage**

This insurance does not apply to:

**a. Expected Or Intended Injury**

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

**b. Contractual Liability**

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or



## BUSINESS LIABILITY COVERAGE FORM

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract", and
- (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business, or

- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

### f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - (i) Any insured; or
  - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
  - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or

released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.



## BUSINESS LIABILITY COVERAGE FORM

### g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and
  - (b) Not being used to carry persons for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or
- (6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

### h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

- (2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

### i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
  - (a) Body piercing (not including ear piercing);
  - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
  - (c) Similar services;
- (10) Services in the practice of pharmacy; and
- (11) Computer consulting, design or programming services, including web site design.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. - Coverages.

**k. Damage To Property**

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate Limit of Insurance applies to Damage To Premises Rented To You as described in Section D. - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**l. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**m. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**n. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.



## BUSINESS LIABILITY COVERAGE FORM

### **o. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

### **p. Personal And Advertising Injury**

"Personal and advertising injury":

- (1) Arising out of oral, written or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of any violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, service mark or other designation of origin or authenticity.

However, this exclusion does not apply to infringement, in your "advertisement", of

- (a) Copyright;
- (b) Slogan, unless the slogan is also a trademark, trade name, service mark or other designation of origin or authenticity; or

(c) Title of any literary or artistic work;

- (8) Arising out of an offense committed by an insured whose business is:
  - (a) Advertising, broadcasting, publishing or telecasting;
  - (b) Designing or determining content of web sites for others; or
  - (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **G.** – Liability And Medical Expenses Definitions.

For the purposes of this exclusion, placing an "advertisement" for or linking to others on your web site, by itself, is not considered the business of advertising, broadcasting, publishing or telecasting;

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:
  - (a) An "advertisement" for others on your web site;
  - (b) Placing a link to a web site of others on your web site;
  - (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
  - (d) Computer code, software or programming used to enable:
    - (i) Your web site; or
    - (ii) The presentation or functionality of an "advertisement" or other content on your web site;



- (13) Arising out of a violation of any anti-trust law;
- (14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities; or
- (15) Arising out of discrimination or humiliation committed by or at the direction of any "executive officer", director, stockholder, partner or member of the insured.

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**r. Employment-Related Practices**

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to the person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**s. Asbestos**

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:

- (a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
- (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
- (c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

**t. Violation Of Statutes That Govern E-Mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information**

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**Damage To Premises Rented To You – Exception For Damage By Fire, Lightning or Explosion**

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in Section D. - Liability And Medical Expenses Limits Of Insurance.



## BUSINESS LIABILITY COVERAGE FORM

### 2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

**f. Products-Completed Operations Hazard**

Included with the "products-completed operations hazard".

**g. Business Liability Exclusions**

Excluded under Business Liability Coverage.

### C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

**a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

**b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

**c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

**d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

**e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

**a. Employees And Volunteer Workers**

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

**(1)** "Bodily injury" or "personal and advertising injury":

**(a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

**(b)** To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

**(c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

**(d)** Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

**(2)** "Property damage" to property:

**(a)** Owned, occupied or used by,



- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

**b. Real Estate Manager**

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

**c. Temporary Custodians Of Your Property**

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

**d. Legal Representative If You Die**

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

**e. Unnamed Subsidiary**

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

**3. Newly Acquired Or Formed Organization**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**4. Operator Of Mobile Equipment**

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**5. Operator of Nonowned Watercraft**

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

**6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written



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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

### a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

### b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**c. Lessors Of Land Or Premises**

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
  - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**d. Architects, Engineers Or Surveyors**

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In connection with your premises; or
  - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:  
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
  - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
  - (b) Supervisory, inspection, architectural or engineering activities.

**e. Permits Issued By State Or Political Subdivisions**

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
  - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (a) In the performance of your ongoing operations;
  - (b) In connection with your premises owned by or rented to you; or
  - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
    - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
    - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:



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- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

#### 1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

#### 2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

#### 3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

#### 4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

#### 5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

#### 6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.



If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

## **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**

### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

#### **a. Notice Of Occurrence Or Offense**

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

#### **b. Notice Of Claim**

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

#### **c. Assistance And Cooperation Of The Insured**

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

#### **d. Obligations At The Insured's Own Cost**

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **e. Additional Insured's Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

#### **f. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.



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This Paragraph f. applies separately to you and any additional insured.

### 3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

### 4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

### 5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

### 6. Representations

#### a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

### b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

### 7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

#### b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

##### (1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

##### (2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

##### (3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

##### (4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

##### (5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.



**(6) When You Are Added As An Additional Insured To Other Insurance**

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

**(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

**(a) Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

**(b) Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**8. Transfer Of Rights Of Recovery Against Others To Us**

**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

**b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



**F. OPTIONAL ADDITIONAL INSURED COVERAGES**

If listed or shown as applicable in the Declarations, one or more of the following Optional Additional Insured Coverages also apply. When any of these Optional Additional Insured Coverages apply, Paragraph 6. (Additional Insureds When Required by Written Contract, Written Agreement or Permit) of Section C., Who Is An Insured, does not apply to the person or organization shown in the Declarations. These coverages are subject to the terms and conditions applicable to Business Liability Coverage in this policy, except as provided below:

**1. Additional Insured - Designated Person Or Organization**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- a. In the performance of your ongoing operations; or
- b. In connection with your premises owned by or rented to you.

**2. Additional Insured - Managers Or Lessors Of Premises**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Designated Person Or Organization; but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Additional Insured - Grantor Of Franchise**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Grantor Of Franchise, but only with respect to their liability as grantor of franchise to you.

**4. Additional Insured - Lessor Of Leased Equipment**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Lessor of Leased Equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

**5. Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured - Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Declarations.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) Any "occurrence" that takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**6. Additional Insured - State Or Political Subdivision - Permits**

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the state or political subdivision shown in the Declarations as an Additional



Insured – State Or Political Subdivision - Permits, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included in the "product-completed operations" hazard.

**7. Additional Insured – Vendors**

- a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) (referred to below as vendor) shown in the Declarations as an Additional Insured - Vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- b. The insurance afforded to the vendor is subject to the following additional exclusions:

- (1) This insurance does not apply to:
  - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
  - (b) Any express warranty unauthorized by you;
  - (c) Any physical or chemical change in the product made intentionally by the vendor;
  - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**8. Additional Insured – Controlling Interest**

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Controlling Interest, but only with respect to their liability arising out of:

- a. Their financial control of you; or
- b. Premises they own, maintain or control while you lease or occupy these premises.



## BUSINESS LIABILITY COVERAGE FORM

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

### 9. Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

a. WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or organization(s) shown in the Declarations as an Additional Insured – Owner, Lessees Or Contractors, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In the performance of your ongoing operations for the additional insured(s); or
- (2) In connection with "your work" performed for that additional insured and included within the "products-completed operations hazard", but only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal an advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

### 10. Additional Insured – Co-Owner Of Insured Premises

WHO IS AN INSURED under Section C. is amended to include as an additional insured the person(s) or Organization(s) shown in the Declarations as an Additional Insured – Co-Owner Of Insured Premises, but only with respect to their liability as co-owner of the premises shown in the Declarations.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

## G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:

- a. (1) Radio;
- (2) Television;
- (3) Billboard;
- (4) Magazine;
- (5) Newspaper;

b. The Internet, but only that part of a web site that is about goods, products or services for the purposes of inducing the sale of goods, products or services; or

c. Any other publication that is given widespread public distribution.

However, "advertisement" does not include:

a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or

b. An interactive conversation between or among persons through a computer network.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease

sustained by a person and, if arising out of the above, mental anguish or death at any time.

6. "Coverage territory" means:



## BUSINESS LIABILITY COVERAGE FORM

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above;
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in a. above;
    - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication
- provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs:
    - a. Stored as or on;
    - b. Created or used on; or
    - c. Transmitted to or fromcomputer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
  8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
  10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
  11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;  
if such property can be restored to use by:
    - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. – Liability and Medical Expenses Limits of Insurance.
    - b. A sidetrack agreement;
    - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    - e. An elevator maintenance agreement; or
    - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.  
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.  
However, Paragraph f. does not include that part of any contract or agreement:



## BUSINESS LIABILITY COVERAGE FORM

- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
    - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
    - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
  - (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  - b. Vehicles maintained for use solely on or next to premises you own or rent;
  - c. Vehicles that travel on crawler treads;
  - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
- (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
    - (a) Snow removal;
    - (b) Road maintenance, but not construction or resurfacing; or
    - (c) Street cleaning;
  - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
- a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;

## BUSINESS LIABILITY COVERAGE FORM

- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that the person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral, written or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral, written or electronic publication of material that violates a person's right of privacy;
  - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement";
  - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement"; or
  - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
19. "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
    - (1) Products that are still in your physical possession; or
    - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
      - (a) When all of the work called for in your contract has been completed.
      - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
    - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
    - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
20. "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
23. "Volunteer worker" means a person who:
- a. Is not your "employee";



## BUSINESS LIABILITY COVERAGE FORM

- b. Donates his or her work;
  - c. Acts at the direction of and within the scope of duties determined by you; and
  - d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
24. "Your product":
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.
25. "Your work":
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations.
  - b. Includes:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
    - (2) The providing of or failure to provide warnings or instructions.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Ron Bernal, City Manager *RB.*  
**SUBJECT:** Resolution Approving the Settlement Agreement Between the City of Antioch and the Department of Water Resources to Replace the 1968 Agreement

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**RECOMMENDED ACTION**

It is recommended that the City Council:

- 1) Adopt a resolution approving the agreement between the City of Antioch and the Department of Water Resources ("DWR"), and
- 2) Authorize the City Manager to execute the agreement.

**FISCAL IMPACT**

The City would receive \$27 million from the DWR as a settlement for litigation initiated by the City related to the 1968 Amendment. Accepting a buy-out of the 1968 Agreement supports the construction of the Brackish Water Treatment Project, which will allow Antioch to continue the use of its water rights from within the Delta into the future.

**DISCUSSION**

**The City's Water Rights and 1968 Agreement**

Antioch has diverted water from the Delta since before 1868. The source of this water was from the San Joaquin and Sacramento Rivers. Originally, the water in the Delta near Antioch was fresh and only became briefly brackish during extended periods of severe drought. There are historical accounts of the Delta being fresh all the way to Benicia in many years.

In the early 1910's, large agricultural diversions along the Sacramento and San Joaquin Rivers upstream of the City began diverting large quantities of water for irrigation purposes. The water quality at Antioch began to deteriorate quickly due to the lack of outflow from the rivers necessary to prevent saltwater from intruding into the Delta at Antioch.



In about 1920, the City filed a lawsuit against several upstream irrigation districts along the Sacramento River seeking to compel them to diminish their diversions so that there would be sufficient flow at Antioch to prevent saltwater intrusion into the Delta. In 1922, the California Supreme court issued an opinion finding that the City had vested water rights known as pre-1914 appropriative rights of a higher priority than the upstream irrigation districts. The court also confirmed the City had rights to water from both the San Joaquin and Sacramento rivers. The Supreme Court also held, however that the City's rights did not include the ability to compel the upstream irrigation district to leave extra flows in the river intended specifically to prevent saltwater intrusion at Antioch.

Following the 1922 California Supreme Court "Antioch" decision, the State of California and the United States Bureau of Reclamation began the development of large water conveyance projects upstream from Antioch. These projects included the federal Central Valley Project ("CVP") and the State Water Project ("SWP"). The SWP is operated by the California Department of Water Resources ("DWR") with its primary storage reservoir being Oroville Dam. Both the SWP and the CVP divert water from the southern delta near Tracy.

As these large projects began to be planned and constructed during the 1940s through the 1960's, the State began to realize that there would likely be further adverse water quality impacts on diverters in the Delta, including Antioch. As a result, California enacted legislation requiring that DWR either provide enough water to the Delta to control salinity, or else enter into agreements to provide substitute water to impacted Delta diverters.

In 1967, DWR entered into a "substitute water agreement" with Contra Costa Water District ("CCWD"), and in 1968, entered into a similar agreement with Antioch ("1968 Agreement"). Under the 1968 agreement, DWR reimburses Antioch one-third the costs incurred to purchase substitute water from Contra Costa Water District during such times that water at Antioch was too high in salinity to use for drinking water purposes. The agreement had an original fixed-term of 40 years but this term was extended to 2028. Of significance, the 1968 Agreement contains a term providing that if DWR were to grant another diverter in the Delta compensation better than what was granted to Antioch under the 1968 Agreement, DWR would be required to grant substantially similar compensation to Antioch. This clause is frequently referred to as the "Me-Too" clause.

### **The 2017 "Me-Too" Clause Litigation**

In early 2016, DWR engaged both Antioch and CCWD in negotiations to possibly modify their existing "substitute water" agreements with DWR. In late March 2016, DWR reached an agreement to modify CCWD's existing 1967 Agreement. Under the 2016 CCWD Agreement, DWR agreed to provide very large quantities of very high-quality water to CCWD at no cost. On the other hand, DWR terminated its 2016 negotiations with Antioch without reaching any agreement.

As a result, in August 2017, the City sued DWR in Sacramento Superior Court on the basis that the "me-too" clause in the 1968 Agreement required that DWR provide Antioch with compensation substantially similar to the compensation DWR provided to CCWD under their 2016 CCWD Agreement. In 2019, the parties agreed to consider settling the litigation pursuant to a new agreement that would replace the 1968 Agreement.

The proposed settlement agreement between DWR and Antioch would replace Antioch's 1968 Agreement, which expires in 2028. As noted, the impacts to water quality at Antioch are due to a number of different factors including increased upstream urbanization and the operation of the federal Central Valley Project. It is expected that water quality at Antioch will also degrade in the future due to the potential impacts of climate change. As a result, it is expected that Antioch would be purchasing greater amounts of substitute water from CCWD and that Antioch's water rights would in effect become unusable in most years.

Under the terms of the proposed settlement agreement, DWR would buy-out Antioch's present Amended 1968 Agreement by paying the City \$27 million towards the construction of the City's Brackish Water Treatment Plant. This settlement would enable Antioch to continue using its rights to divert water out of the Delta rather than increasing reliance on water purchases from CCWD.

## **ATTACHMENTS**

### A. Resolution

Exhibit A to Resolution – DWR Settlement Agreement

**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADOPTING AN AGREEMENT WITH THE DEPARTMENT OF WATER RESOURCES  
TO REPLACE THE 1968 AGREEMENT**

**WHEREAS**, the City of Antioch takes its stewardship over the use of its limited public resources seriously;

**WHEREAS**, the City of Antioch has diverted water from the Delta since before 1868;

**WHEREAS**, in 1922, the California Supreme court issued an opinion finding that the City had vested water rights known as pre-1914 appropriative rights of a higher priority than the upstream irrigation districts;

**WHEREAS**, the California Supreme court also confirmed the City had rights to water from both the San Joaquin and Sacramento rivers;

**WHEREAS**, in 1967 Department of Water Resources (“DWR”) entered into a “substitute water agreement” with Contra Costa Water District (“CCWD”), and in 1968, entered into a similar agreement with Antioch (“1968 Agreement”);

**WHEREAS**, in early 2016, DWR engaged both Antioch and CCWD in negotiations to modify their existing “substitute water” agreements;

**WHEREAS**, in late March 2016, DWR reached an agreement to modify CCWD’s “substitute water” agreement, while DWR terminated its 2016 negotiations with the City of Antioch without reaching an agreement; engaged both Antioch and CCWD in negotiations to modify their existing “substitute water” agreements;

**WHEREAS**, in August 2016, the City sued DWR in Sacramento Superior Court on the basis that the “me-too” clause in the 1968 Agreement required that DWR provide Antioch with compensation similar to the compensation DWR provided to CCWD under their 2016 CCWD Agreement; in negotiations to modify their existing “substitute water” agreements; and

**WHEREAS**, in 2019, the Department of Water Resources and the City of Antioch agreed to consider settling the litigation pursuant to a new agreement that would replace the 1968 agreement.

**RESOLUTION NO. 2020/\*\***

April 14, 2020

Page 2

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

- 1) Adopts a resolution approving the agreement between the City of Antioch and the Department of Water Resources attached hereto as Exhibit A, and
- 2) Authorizes the City Manager to execute the agreement attached hereto as Exhibit A in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 14<sup>th</sup> day of April, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



## **SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT AND RELEASE (hereinafter “Agreement”) is entered into by and between the California Department of Water Resources (hereinafter “DWR”), a department of the State of California, and the City of Antioch (hereinafter “Antioch”), a municipal corporation. DWR and Antioch hereinafter sometimes are referred to collectively as “Parties” and individually as “Party.”

### **1. RECITALS**

1.1 **WHEREAS**, on or about April 11, 1968, the State of California, by and through DWR, and Antioch entered into a contract mitigating potential impacts of the State Water Resources Development System on Antioch, which contract was later amended on or about October 29, 2013 (hereinafter “1968 Contract”);

1.2 **WHEREAS**, on or about August 28, 2017, Antioch filed an action in the Sacramento County Superior Court against DWR, captioned *City of Antioch v. California Dept. of Water Resources; and Does 1-50, inclusive*, Sacramento County Superior Court Case Number 34-2017-00218154 (hereinafter “Contract Action”);

1.3 **WHEREAS**, on or about January 29, 2018, Antioch filed a First Amended Complaint in the Contract Action;

1.4 **WHEREAS**, the First Amended Complaint alleges that DWR breached the 1968 Contract, and that Antioch’s damages as a result are in excess of \$300 million;

1.5 **WHEREAS**, DWR denies the material allegations asserted against it in the Contract Action;

1.6 **WHEREAS**, the 1968 Contract did not recognize or address potential impacts of climate change or sea level rise despite the contribution such impacts would have upon Antioch’s water supply;

1.7 **WHEREAS**, achieving water supply resiliency and guarding against future climate change and sea level rise are important goals for the State of California;

1.8 **WHEREAS**, Antioch historically has relied on its existing pre-1914 water rights as a water supply source from the Delta, and Antioch desires to continue its ability to use those rights into the future for the benefit of its citizens;

1.9 **WHEREAS**, Antioch seeks to construct a Brackish Water Desalination Project that would serve its service area in a manner consistent with the State of California’s goals pertaining to water supply resiliency, climate change and sea level rise;

1.10 **WHEREAS**, DWR recognizes the value of a Brackish Water Desalination Project in the region that is designed in an environmentally appropriate manner, and DWR seeks to promote regional self-reliance, water supply resiliency, and reduced reliance upon

fresh water supplies from the Sacramento–San Joaquin Delta, and guard against future climate change and sea level rise;

1.11 **WHEREAS**, DWR may, now or in the future, seek to update the State Water Resources Development System to include additional facilities that will support its mission to manage the State of California’s water resources sustainably, thereby benefiting the State’s people and protecting, restoring, and enhancing the natural and human environment; and

1.12 **WHEREAS**, the Parties now desire to settle the Contract Action fully and finally, along with all disputes and Released Claims (as defined below) now or in the future pertaining to potential or alleged impacts of the State Water Resources Development System on Antioch, acknowledging that settlement is in the best interests of the Parties.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## 2. DEFINITIONS

2.1 **“Agreement”** means this Settlement Agreement and Release.

2.2 **“1968 Contract”** means the agreement between the State of California, by and through DWR, and Antioch, which the Parties entered into on or about April 11, 1968, and later amended on or about October 29, 2013. A true and correct copy of the 1968 Contract as amended is attached to this Agreement as Exhibit A.

2.3 **“DWR”** means the California Department of Water Resources, a department of the State of California, and its agents, employees, and assigns.

2.4 **“Antioch”** means the City of Antioch, a municipal corporation, and its agents, employees, and assigns.

2.5 **“Party”** means DWR or Antioch, individually.

2.6 **“Parties”** means DWR and Antioch, collectively.

2.7 **“Court”** means the Superior Court of the State of California for the County of Sacramento.

2.8 **“Contract Action”** means the lawsuit captioned *City of Antioch v. California Dept. of Water Resources; and Does 1-50, inclusive*, Sacramento County Superior Court Case Number 34-2017-00218154.

2.9 **“State Water Resources Development System”** has the meaning set forth in California Water Code sections 12931 and 12934, subdivision (d).

2.10 **“State Water Project”** shall mean the State Water Resources Development System as it exists at the time the Parties execute this Agreement or as it may exist in the future.

2.11 **“Delta”** means the Sacramento–San Joaquin Delta as defined in California Water Code section 12220.

2.12 **“Brackish Water Desalination Project”** means any facility constructed or operated for Antioch’s benefit that desalts water diverted from the Delta, the Sacramento River, or the San Joaquin River. For purposes of this Agreement, construction of the Brackish Water Desalination Project includes the design and construction of such facility or facilities.

2.13 **“Released Claims”** means any and all claims, counterclaims, cross-claims, defenses, affirmative defenses, causes of action of any type (whether common law, statutory, regulatory, administrative, in tort, contract, legal, equitable, or otherwise, and whether or not reduced to judgment, liquidated, un-liquidated, fixed, contingent, matured, unmatured, disputed, or undisputed), demands, disputes, damages, costs, losses, detriments, interest, expenses, penalties, fines, fees, attorneys' fees, actions, debts, controversies, suits and choses in action, whether known or unknown, or stated or unstated, relating to, arising out of, in connection with, based upon, or otherwise stemming from any potential or alleged impacts of the State Water Project on Antioch now or in the future, including, but not limited to, the facts, circumstances, acts, omissions, or allegations raised by, alleged in, referred to, or described in, the Contract Action.

### 3. **TERMS, CONDITIONS, AND RELEASE**

3.1 **Governing Law.** The laws of the State of California shall govern and control the enforcement and interpretation of this Agreement.

3.2 **Incorporation of Recitals and Definitions.** The recitals and definitions stated above are incorporated into this Agreement and made a part of this Agreement as if fully set forth herein. Capitalized terms shall have the meaning given unless undefined.

3.3 **Section Headings.** The Parties have inserted section headings for convenience only, and those section headings shall not affect the interpretation or construction of this Agreement.

3.4 **Binding Effect and Term of Agreement.** This Agreement shall apply to and be binding upon the Parties, and their respective successors and assigns. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment without such prior written consent shall be void ab initio. Unless the Parties, by mutual written consent, terminate this Agreement earlier, this Agreement shall remain in effect so long as the State Water Project exists.

**3.5 Scope of Agreement.** This Agreement settles all disputes and Released Claims now or in the future pertaining to potential or alleged impacts of the State Water Project on Antioch. Nothing in this Agreement, however, shall constitute or be construed as a satisfaction or release from liability for any claims other than those constituting Released Claims under this Agreement.

**3.6 Effect of this Agreement on 1968 Contract.** As of the Effective Date, this Agreement shall replace and supersede the 1968 Contract in its entirety.

**3.7 Entirety of Compensation.** The compensation described in Section 3.8, including all subsections, shall constitute the whole of any compensation and mitigation paid by DWR to Antioch for any and all impacts caused, or potentially caused, by the State Water Project.

**3.8 Compensation to Antioch.** DWR shall compensate Antioch under this Agreement as follows:

3.8.1 As conditioned in Section 3.8.8 of this Agreement, DWR shall reimburse Antioch in a manner hereinafter provided for any decrease in availability to Antioch of usable water from the Delta during the term of this Agreement caused by operation of the SWP. Such decrease in availability of usable river water is hereinafter referred to as Antioch's "Water Deficiency Entitlement."

3.8.2 The quantity of Antioch's Water Deficiency Entitlement shall be determined for each year during the term of this agreement by the formula

$$E = \frac{208 - D}{3} \left( \frac{V}{208} \right)$$

where E is Antioch's Water Deficiency Entitlement for such year in acre-feet, D is the number of days during such year that usable river water is available to Antioch in the San Joaquin River at its pumping plant, and V is the total quantity of water in acre-feet introduced into Antioch's transmission facilities, including water diverted by Antioch and substitute water purchased by Antioch, for delivery within Antioch's service area, which shall be the most expansive of the Antioch City Boundary, Antioch Urban Growth Boundary, or Antioch Sphere of Influence, as shown on Exhibit B attached hereto and by this reference made a part hereof, from 8:00 a.m. on December 9, to 8:00 a.m. on July 6, provided, that  $\frac{V}{208}$  shall not exceed the maximum diversion rate of Antioch's San Joaquin River diversion facility in acre-feet/day as such facility exists in such year. If in any year D exceeds 208, then Antioch shall have no Water Deficiency Entitlement for such year and the amount of such excess shall offset any Water Deficiency Entitlement of Antioch for an equal number of days in the next succeeding year or years when D is less than 208.

3.8.3 For the purpose of computing Antioch's Water Deficiency Entitlement, Antioch at no cost to DWR, shall provide:



- a) A covered facility or facilities wherein DWR can install devices to measure the chloride ion content of water in the San Joaquin River at or in the vicinity of Antioch's pumping plant;
- b) Sufficient power to operate all necessary measuring devices; and
- c) Sufficient right-of-way to such facilities to enable DWR to install, service, remove, and take readings from any such devices.

The size of such facilities and the amount and type of power to be supplied shall be as mutually agreed upon.

DWR shall be responsible for the actual measuring of the chloride ion content; all such measurements will be made available to Antioch.

Such measurements will be made at such intervals as shall be reasonably necessary and as mutually agreed upon. DWR and Antioch have negotiated and agreed that such measurements will be made at slack current, which shall be deemed to occur two hours after daily higher high tide.

Antioch shall have the right, at its expense, to verify the accuracy of DWR's measurements and any inaccuracy thus disclosed shall be corrected by DWR.

3.8.4 Each year during the term of this Agreement that Antioch has a Water Deficiency Entitlement, it shall purchase substitute water from a project or projects constructed by an agency or agencies to supply the supplemental water requirements of an area including Antioch. For purposes of this Agreement, substitute water shall be deemed to have been purchased during the period beginning at 8:00 a.m. on December 9 and ending at 8:00 a.m. on July 6 on such year and the price paid by Antioch for substitute water shall be deemed to be the average price per acre-foot paid by Antioch for all untreated water purchased by it for introduction into its water transmission facilities during that period.

3.8.5 Each year during the term of this Agreement that Antioch purchases substitute water for its Water Deficiency Entitlement, DWR shall pay Antioch an amount of money computed in accordance with the formula

$$M = E (C_w + C_e - 4.90)$$

where M is the amount in dollars to be paid by DWR, E is Antioch's Water Deficiency Entitlement for such year determined in the manner provided in Section 3.8.2 hereof,  $C_w$  is the amount of per acre-foot paid by Antioch for substitute water delivered to Antioch as provided in Section 3.8.4 hereof, and  $C_e$  is the average amount (if any) per acre-foot paid by Antioch for electric energy to transport substitute water from the point of delivery thereof to Antioch to a storage reservoir or treatment plant operated by Antioch. DWR shall pay this amount to Antioch not later than October 31 of the following year. Such payments are hereby determined to be reasonable costs of the annual maintenance and operation of the State Water Project and shall be disbursed from the California

Water Resources Development Bond Fund pursuant to California Water Code section 12937, subdivision (b)(1).

3.8.6 Upon Antioch's commencing construction of the Brackish Water Desalination Project, DWR shall reimburse Antioch a maximum of \$27 million (\$27,000,000.00), based upon one or more invoices received by Antioch and submitted to DWR, for the cost of constructing the Brackish Water Desalination Project. For the purpose of this Agreement, "commencing construction" includes Antioch's awarding a construction contract for the construction of the Brackish Water Desalination Project.

3.8.7 If Antioch has not commenced construction of the Brackish Water Desalination Project by January 1, 2023, then the \$27 million (\$27,000,000) reimbursement described in Section 3.8.6 shall be reduced by all compensation thereafter paid to Antioch under Sections 3.8.1 through 3.8.5, inclusive, of this Agreement.

3.8.8 All compensation to Antioch under Section 3.8, including subsections, of this Agreement shall be timely made.

3.8.9 DWR's compensation to Antioch under this Agreement shall terminate upon the Brackish Water Desalination Project's commencing operation or, after January 1, 2023, if compensation to Antioch under Section 3.8, including subsections, of this Agreement has totaled \$27 million (\$27,000,000).

**3.9 Agreement Not Affected by Antioch Diversions.** The Parties' rights and obligations under this Agreement shall not be affected by any modification of Antioch's diversion facilities.

**3.10 Computation of Time.** If the last day for the performance of any act provided or required by this Agreement falls on a weekend or holiday, then that period is extended to the next business day. "Holiday" means all holidays specified in Code of Civil Procedure section 135, and to the extent provided in Code of Civil Procedure section 12b, all days that by terms of section 12b are required to be considered as holidays.

**3.11 Dismissal.** Within ten (10) business days of the Effective Date of this Agreement, Antioch shall file with the Court (or any other appropriate court) a dismissal with prejudice of any pending litigation, including the entire Contract Action.

**3.12 Release of Claims and Mutual Non-Opposition.** In consideration for the promises and payments set forth in this Agreement, Antioch hereby releases and forever discharges DWR from any and all Released Claims.

3.12.1 Antioch agrees that it will not explicitly or implicitly contest, interfere with, challenge or limit the permitting, planning, construction or operation of the State Water Project. Antioch shall not seek to impose upon DWR any requirements pertaining to the State Water Project through any state or federal regulatory or judicial processes.

3.12.2 DWR agrees that it will not explicitly or implicitly contest, interfere with, challenge or limit the permitting, planning, construction and operation of the Brackish Water Desalination Project and related intake(s). DWR shall not seek to impose upon Antioch any requirements pertaining to the Brackish Water Desalination Project and related intake(s) through any state or federal regulatory or judicial processes. This section is not a constraint upon DWR's fulfilling any regulatory role it holds now or in the future.

3.13 **Costs/Fees.** Except as otherwise expressly provided for herein, each Party shall bear its own costs and fees, including, without limitation, all attorney's fees associated with the Contract Action and the drafting of this Agreement.

3.14 **Non-Admission.** This Agreement does not constitute an admission of any violation of any law, constitution or regulation, or of any negligence, tort, breach of contract or any other basis for liability by either of the Parties, or of any admission of the existence of any facts upon which any such liability could be based. All Parties hereto acknowledge and agree that this Agreement does not constitute an admission of liability or wrongdoing of any nature whatsoever by any Party. Further, this Agreement shall not be used for any purpose whatsoever except as may be necessary to enforce the terms and conditions of this Agreement.

3.15 **No Precedential Value.** This Agreement carries no precedential value and should not be relied upon by any Party or person for any purpose whatsoever except as may be necessary to enforce the terms and conditions of this Agreement.

3.16 **Advice of Counsel.** Each Party to this Agreement has reviewed the Agreement independently, has had the opportunity to consult with counsel, is fully informed of the terms and effect of this Agreement, and has not relied in any way on any inducement, representation, or advice of any other Party in deciding to enter into this Agreement.

3.17 **Entire Agreement.** This Agreement contains the entire understanding between the Parties and contains all terms and conditions pertaining to the compromise and settlement of the disputes referenced herein. No express or implied warranties, covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations and drafts not contained in this Agreement have no force or effect whatsoever. The Parties each acknowledge that in executing this Agreement, the Parties have not and do not rely on any statements, inducements, promises, or representations made by any other Party or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

3.18 **Severability.** If any non-material provision of this Agreement is held to be illegal or invalid by any court of competent jurisdiction, then such provision shall be severed and deleted, and neither such provision nor its severance and deletion shall affect the validity of the remaining provisions.

3.19 **Amendment/Modification.** No agreement to modify, amend, extend, supersede, terminate, or discharge this Agreement, or any portion thereof, is valid or enforceable unless it is in writing and signed by all Parties to this Agreement.

3.20 **Notices.** Any notice under this Agreement shall be sent by electronic mail or overnight mail to the designated persons identified below. Any Party may change its address for notices under this Agreement by giving formal written notice to the other Party, specifying that the purpose of the notice is to change the Party's address.

City of Antioch:

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

With a copy to:

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

California Department of Water Resources:

Director  
California Department of Water Resources  
P.O. Box 942386, Room 1115-2  
Sacramento, CA 94236



With copies to:

Chief of State Water Projects Analysis Office  
Department of Water Resources  
P.O. Box 942386, 16th Floor  
Sacramento, CA 95814

and

Chief Counsel  
California Department of Water Resources  
P.O. Box 942386, Room 1104-04  
Sacramento, CA 95814

**3.21 No Construction against Drafter.** This Agreement is the product of negotiation between the Parties, each of whom has been represented by counsel, and is deemed to have been drafted equally by the Parties; any rule of construction causing a document to be construed against the party who drafted an agreement shall not be applicable to this Agreement.

**3.22 No Third Party Beneficiaries.** Nothing in the Agreement, expressed or implied, shall be construed to confer upon any party other than the Parties or valid successors and assigns any legal or equitable right, remedy or claim under or by reason of this Agreement.

**3.23 Equitable Relief.** Notwithstanding any expressed or implied term to the contrary in this Agreement, each Party acknowledges that a breach or threatened breach of its obligations under this Agreement would give rise to irreparable harm to the other Party, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by either Party of any such obligations, the non-breaching Party shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, and injunction, specific performance and any other relief that may be available from a court of competent jurisdiction.

**3.24 Waiver.** The failure of any Party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, nor prevent such Party thereafter from enforcing such provision or any other provision of this Agreement. The rights and remedies granted all Parties herein are cumulative and the election of one right or remedy by a Party shall not constitute a waiver of such Party's right to assert all other legal remedies available under this Agreement or otherwise provided by law.

**3.25 Counterparts.** This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Agreement.

Signatures delivered by electronic means shall be deemed to bind each Party as if they were original signatures.

3.26 **Authority.** Each of the signatories to this Agreement represents and warrants that he or she is fully authorized to enter into this Agreement on behalf of the entity for which they execute the Agreement, and has obtained all of the necessary approvals and authorities to do so.

3.27 **Effective Date.** The Parties shall deem this Agreement duly executed, effective, and binding, upon the signing of the last counterpart by the signatories hereto.

SIGNATURES BELOW

THE UNDERSIGNED HAVE READ THE TERMS OF THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, AND FULLY UNDERSTAND AND AGREE TO ALL OF THE TERMS.

**City of Antioch**

By: \_\_\_\_\_  
Ron Bernal

Title: City Manager  
City of Antioch

Date:

Approved at to Form:

By: \_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney, City of Antioch

Date:

**California Department of Water Resources**

By: \_\_\_\_\_  
Karla Nemeth

Title: Director  
California Department of Water Resources

Date:


Approved as to Form:

By: \_\_\_\_\_  
Daniel M. Lucas  
Deputy Attorney General  
California Department of Justice,  
Office of the Attorney General

Date:



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Dawn Merchant, Finance Director   
**APPROVED BY:** Ron Bernal, City Manager  
**SUBJECT:** Fiscal Year 2019-21 Mid-Year Budget Review

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**RECOMMENDED ACTION**

It is recommended that the City Council provide input and direction on the draft mid-year budget options and adjustments to the fiscal year 2019-21 budget.

**FISCAL IMPACT**

The fiscal impact of all requested amendments is outlined in the report.

**DISCUSSION**

The City is nearing the end of the first year (FY20) of the two-year budget cycle. A mid-year budget review is being presented to incorporate any changes that have come to fruition since the adoption on the budget in June 2019 as well as discuss some other items for Council consideration. While this review will focus primarily on the General Fund, there are some amendments to other funds outlined in this report.

Since staff first began pulling information together for this process, the State and City have declared emergencies as a result of the COVID-19 pandemic. Agencies throughout the state have yet to see or definitively determine the fiscal impacts to our budgets but we know Antioch will experience impacts at least to our sales tax dollars as many businesses have been closed or seen significantly reduced sales. Additionally, the State is allowing some businesses to defer remittance of payments for up to one year which will also impact revenue on at least a short-term basis.

To address the anticipated impacts of the crisis, we are presenting two mid-year budget proposals and outlying projections to the Council; one based on the budget with adjustments to fiscal years 2020 and 2021 for only estimated sales tax impacts as a direct result of the COVID-19 emergency (Version 1) and one based on a full recession scenario with a much longer and more significant impact to future sales tax revenues using estimates from our consultant, MuniServices along with some other assumptions (Version 2).



## **MID-YEAR BUDGET OVERVIEW (VERSION 1)**

The budget is almost through its first fiscal year of the two-year budget cycle. This mid-year review requests adjustments to both FY20 and FY21. Version 1 of the mid-year budget requests result in net savings to the General Fund of \$663,364 in FY20 and a net cost to the General Fund of \$1,395,295 in FY21. A synopsis of significant adjustments each fiscal year follows:

### **Fiscal Year 2020**

#### **Revenues**

- \$118,481 increase in sales taxes (includes effect of COVID-19 impact on business closures/reduced sales).
- Added \$275,000 projected revenue from cannabis fees for the two dispensaries located in the City.
- \$350,000 increase in projected building permit revenue based on year to date and permits in the pipeline.
- \$120,000 increase in plan check, inspection fees and encroachment permit revenue based on year to date figures.
- \$215,758 increase in gas and electric franchise revenue based on actual received.
- Approximately \$260,000 in other miscellaneous revenues received in excess of projections.

#### **Expenditures**

- \$175,000 added to City Attorney budget for outside legal counsel needed. The initial budget was put together in coordination with contract City Attorney at the time with best information available and now that the City has a full time City Attorney, this figure needs to be revised to reflect the actual need.
- Increase of \$91,000 of transfer out to the landscape districts for increase labor costs for firebreaking and weed abatement, as well as irrigation and other repairs needed.
- \$150,000 added to the budget for possible COVID-19 expenditures. These costs, if spent, may be reimbursable by Cal OES or FEMA in the future.
- \$250,000 increased contribution to recreation programs due to lost revenues from the shelter in place restrictions.

### **Fiscal Year 2021**

#### **Revenues**

- \$502,700 decrease in sales taxes due to the impact of the COVID-19 emergency business closures and reduced sales.
- \$150,000 increase in grant revenue for SB2 planning grant awarded to Community Development.
- Added \$600,000 projected revenue from cannabis fees for the two dispensaries located in the City.

#### **Expenditures**

- \$175,000 added to City Attorney budget for outside legal counsel needed. The initial budget was put together in coordination with contract City Attorney at the time with best information available and now that the City has a full time City Attorney, this figure needs to be revised to reflect the actual need.
- \$212,483 net increase in expenditures for the personnel requests outlined in the next section.

- \$150,000 increase in Community Development expense for reimbursable grant expenditures under SB2 planning grant.
- Increase of \$170,000 of transfer out to the landscape districts for increase labor costs for firebreaking and weed abatement, as well as irrigation, soundwall and other repairs needed.
- \$100,000 added to the budget for median enhancement work to meet the City's Strategic and Vision plan goals.
- \$130,000 increased budget for golf course water based on historical.
- \$142,302 increased personnel costs for the Community Development Technician approved by Council on December 10, 2019. The resolution approving the position did not amend the FY21 budget for the cost.
- Increased budget for electricity costs by \$65,000 based on historical data.
- \$170,424 increase in contribution to the Recreation Special Revenue Fund for the hiring of a new Recreation Director. This assumes six months of salary to overlap with the current Director for succession planning.

### **Staffing Requests**

- Customer Service Representative - This position would add an additional Customer Service Representative for water utility billing. The department currently has 6 Representatives. The volume of work has increased dramatically over the last couple of years. Adding an additional position would increase efficiency, productivity, and customer response as well as provide much needed staffing coverage for absences whether due to vacations, illness, etc. The position would be split 50% to the Water Enterprise Fund and 50% to the Sewer Enterprise Fund. The estimated cost of salary and benefits totaling \$100,660 has been added to the FY21 mid-year request.
- Deputy Director of Public Works – This position was frozen by the prior Public Works Director as he wanted to try a different organizational approach to Public Works. With his departure, it has become evident that this is a vital managerial position needed to help oversee the large Public Works operations staff and functions. It is also important to be able to act on the Director's behalf during absences. The estimated cost of salary and benefits totaling \$265,113 has been split one-third each to the General Fund (\$88,371), Water Enterprise (\$88,371) and Sewer Enterprise (\$88,371) FY21 mid-year request.
- Assistant City Engineer – This position was frozen by the prior Public Works Director. With his departure, it has become evident that this is a vital position needed as the City is going through major new development projects and there are more in the pipeline. Currently, the City has only a Junior Engineer level person in development and there are around 2,000 new lot entitlements approved for which plans and maps are processed for final approvals. There are more entitlement projects in the pipeline that require extensive review and need higher level knowledge and skills to ensure there is minimal impact on City's infrastructure and services. To meet the increasing demand for complex development services staff is requesting to budget the Assistant City Engineer in place of a budgeted vacant Project Manager position to help oversee the large Public Works operations staff and functions. The estimated cost difference of salary and benefits between

an Assistant City Engineer and budgeted cost of the Project Manager is \$112,324, with \$28,081 of this amount included in the General Fund FY 21 mid-year budget request with the assumption that 75% of the salary will be charged to development and CIP projects.

- Lead Water Treatment Plant Operator – This would be a new salary classification/job specification to be added that would be funded out of the Water Enterprise Fund. This position is not only needed to staff the upcoming Brackish Water Plant, but to also create a better pathway to management through a lead position. The position will promote increased efficiency, productivity and reduce overtime incurred at the water treatment plant. The cost range of salary and benefits for this new position is estimated between \$187,661 and \$208,132. For purposes of this request, 6 months of salary have been included in the mid-year request offset by a reduction of \$38,000 in overtime for a net budget request of \$55,830. A formal job specification and salary schedule will need to be created that will be brought back to Council at a future date by Human Resources.
- Public Works Technician – This is an additional position requested to undertake technical and administrative tasks that currently lie with Operations Supervisors and/or mid-managers within the operations side of Public Works in order to increase efficiency and deliverables. The collections and distribution side of Public Works has a Technician position that has been invaluable to providing assistance and support in that area and providing the same level of support in operations will further aid in the success in this area. The estimated cost of salary and benefits for this position included in the FY21 mid-year request is \$128,086 to be split 49% to the General Fund, 25% to the Vehicle Maintenance Fund, 8% to the Marina Fund and 18% to the Information Services (GIS) Fund. The cost of this position will be fully offset with other budget reductions (contractual services and part time help) that can take place as a result of adding this additional position. Public Works is proposing to reduce various budget line items totaling \$128,100 broken down as follows:
  - \$63,100 reduction of expenses in the General Fund;
  - \$12,500 reduction of expenses in the Marina Fund;
  - \$40,000 reduction of expenses in the Vehicle Maintenance Fund (net budget savings of \$7,985); and
  - \$12,500 reduction of expenses in the Information Services (GIS) Fund
- Youth Services Network Manager – This position was requested by City Council to be brought back at mid-year after hearing the presentation on youth services at the February 25<sup>th</sup> Council meeting. The estimated cost of this position in FY21 is \$200,000 for salary and benefits and is included in the General Fund budget mid-year request to be funded with the \$750,000 Measure C money allocated to Recreation Services in FY21. A formal job specification and salary schedule will need to be created that will be brought back to Council at a future date by Human Resources.
- Police Sergeant – This would be a conversion of a vacant Police Officer position to a Sergeant position for a revised staffing total of 11 Sergeant positions (verses

10 in the adopted budget) and 88 Officer positions (verses 89 in the adopted budget). The estimated FY21 cost difference is \$77,062 and has been added to the General Fund FY21 mid-year request.

- Lead Customer Service Representative – This position is being requested as a promotional position for the existing Customer Service Representative (CSR) classification and not an additional position in order to create an intermediate supervisory/training role to fall in between the CSR and Finance Services Supervisor classifications. Currently, the most senior CSR's are tasked with providing training to new CSR's, daily task scheduling, training on software updates, any new policies, handling first level response for escalated customer service issues, etc. although these is not part of the job specification. The most senior CSR's also back up the Accounting Technician role for billing during absences. Creation of this classification will recognize the higher-level tasks being performed and help create a pathway to management. A formal job specification and salary schedule will still need to be created that will be brought back to Council at a future date by Human Resources. The increased cost of the position of \$5,886 has been added 50% to the Water Enterprise Fund and 50% to the Sewer Enterprise Fund FY21 mid-year request.
- Business License Representative II – This position is being requested as a promotional position for the existing Business License Representative classification and not an additional position. Typically, one of the two Business License Representative positions takes the lead on software maintenance/issues/updates, following new legislation implementation and training the other position in these matters based on their length of service in the position and job knowledge obtained during that time. Creation of this classification will recognize the higher-level tasks being performed and length of service of the employee. A formal job specification and salary schedule will need to be created that will be brought back to Council at a future date by Human Resources. The increased cost of the position of \$14,259 has been added to the General Fund FY21 mid-year request.
- Senior Civil/Traffic Engineer – This would be a conversion of a Junior Engineer position in the adopted budget to a Senior Civil or Traffic Engineer instead to meet the demands and expertise needed in the engineering division. The position is currently split 25% General Fund, 50% Gas Tax, 12.5% Water Enterprise Fund and 12.5% Sewer Enterprise. The estimated cost difference of \$30,598 split over the funds has been added to the FY21 mid-year request.

### **Other Expenditure Considerations**

Council had previously requested more information on getting additional parking enforcement contracted by the Police Department. A report was provided to Council from the Police Department at the December 10, 2019 Council meeting regarding the estimated cost. No budget has been included in the mid-year request so it is up for Council discussion if they would like to propose a budget allocation for this. Should Council want to include a mid-year budget amendment, the Police Chief recommends an increase of 40 hours per week as outlined in the prior report to Council for a FY21 amendment of \$65,575 in General Fund expenditures with an increase of parking fines of \$40,000



(\$25,575 net budget impact). As this is not included in the mid-year budget figures, Council would need to specifically add this to the motion to approve the budget.

In light of the emergency situation and the potential fiscal implications to the City's revenue base, we are asking Council to consider whether to move forward with the following one-time revenue projects, other items Council directed during this fiscal year budget, and new vacant budgeted and requested positions that would require a General Fund contribution, in order to maintain General Fund reserves for budget stabilization during this crisis:

- Wayfinding budgeted out of one-time revenues for a total of \$250,000 for a master plan and signs.
- Utility box artwork budgeted out of one-time revenues for a total of \$88,000.
- Murals budgeted out of one-time revenues for a total of \$70,000.
- Homeless services budgeted out of one-time revenues for a total of \$367,322.
- Economic Development programs included in FY20 in the amount of \$229,750 which includes the following: banners (\$90,000), advertising (\$64,750 left not encumbered to existing contracts), incentives (\$50,000), awning/façade improvements (\$25,000). Additionally, FY21 includes \$725,000 for the following: marketing (\$465,000), economic studies (\$140,000), fiber optic studies (\$45,000) and incentives (\$75,000).
- Creation of Youth Network Services Manager position as previously directed by Council and included in this mid-year request in FY21 for \$200,000 to be paid out of the \$750,000 allocated to Recreation out of the 1% sales tax money.
- Increased spending for youth recreation of \$350,000 in FY20 and \$750,000 (Youth Network Manager to come out of this) in FY21.
- \$100,000 in median improvements included in the FY21 mid-year budget request.
- OPEB unfunded liability funding in FY20 and FY21. \$450,000 has already been placed in the Section 115 trust in this current fiscal year. Council may direct to maintain the remaining \$850,000 in the budget stabilization this year and not set aside the \$1.3M budgeted to put in the trust next fiscal year.
- Assistant City Manager (already budgeted/vacant) – FY20 budgeted General Fund cost of \$37,424 and FY21 General Fund cost of \$408,438. Position critical to perform management and administrative duties, undertake a variety of special projects for the City Manager and serve as Acting City Manager as required.
- Public Information Officer/Communications Officer (already budgeted/vacant) – FY21 General Fund cost of \$180,595. Position was requested by Council to be a liaison for the City to the public on a variety of topics. Will perform research, write and edit press releases, social media management, design, photo editing, website maintenance, and communications tasks necessary to develop and administer the

City's community relations and public information. A portion of this function is currently being contracted out at an annual cost of \$96,000.

- Risk Manager (already budgeted/vacant) – FY21 cost of \$196,000 that is allocated from the Loss Control Internal Service Fund to all funds with personnel as a portion of workers compensation. As the General Fund has the highest proportionate share of personnel costs, a majority of this will be allocated to the General Fund. Position charged with overseeing and coordinating the City's Workers Compensation, liability, safety and employee benefits programs and working with City Departments in the areas of Injury Illness and Prevention Programs, Workers Compensation, Return to Work Program, Industrial Disability Retirements, Insurance, Liability, Safety, employee Benefits (benefits administration, retirement liaison, employee assistance program, employee wellness programs, employee recognition programs).
- Computer Technician (already budgeted/vacant) – FY21 cost of \$115,555 that is allocated from the Information Services Internal Service Fund amongst the funds based on number of phones and computers they have. As the General Fund has the highest proportionate share of employees with technology, a majority of this will be allocated to the General Fund. Position critical to meet demands of increased staffing, including Police. Will install hardware and software, provide end-user support for personal computer systems, and assist with administration of the data network.
- Unhoused Resident Coordinator Part-time position (included as part of the \$367,322 homeless services one time revenues/spending budget) – Position requested by Council to initiate and cultivate collaborative partnerships with agencies and groups that work with or provide services/support to the unhoused in the City in order to develop an unhoused network/collaborative to bring services and housing to the unhoused. There is no budget beyond FY20 and \$75,000 in additional funding would be required to fund this position in FY21. A portion of this work is currently being contracted out at a cost of \$70,000.
- Creation of Youth Network Services Manager position as previously directed by Council and included in this mid-year request in FY21 for \$200,000 to be paid out of the \$750,000 allocated to Recreation out of the 1% sales tax money.
- Deputy Director of Public Works (new request) - \$265,113 total FY21 cost with \$88,371 allocated to the General Fund. Position critical to direct, manage, supervise and coordinate activities and operations of the Operations Division and Collection Systems/NPDES division within Public Works including streets, fleet, parks and landscape, facilities, marina wastewater and storm water systems. Deputy Director will coordinate assigned activities with other divisions, departments, and outside agencies and act as the Public Works Director in his/her absence.
- Assistant City Engineer (new request) - The estimated cost difference of salary and benefits between an Assistant City Engineer and budgeted cost of the Project Manager is \$112,324, with \$28,081 of this amount included in the General Fund FY 21 mid-year budget request (assumption that 75% of the cost will be allocated

to development and CIP projects). This position would replace the Project Manager position in new development so the cost would be the difference between the two positions. Position will direct, manage, supervise, and coordinate the activities and operations of the Engineering & Development Services and Capital Improvement Divisions within the Public Works Department including land development, traffic and transportation engineering, and capital projects engineering; coordinate assigned activities with other divisions, departments, and outside agencies.

- Public Works Technician (new request) - \$128,100 total FY21 cost completely offset by budget reductions in other operating and part time help accounts. \$62,769 is allocated to the General Fund with budget reductions of \$63,100 offsetting. Position to perform a variety of routine and complex, paraprofessional, technical and development services work within the Collection Systems, Water Distribution and Water Treatment Plant Divisions of the Public Works Department.
- Senior Civil/Traffic Engineer (new request) - \$30,598 total FY21 increased cost of changing the position from a Junior Engineer to a Senior Engineer. \$4,710 is allocated to the General Fund. Position to perform advanced level professional engineering work in design, construction and maintenance of public works projects; plan and coordinate a major public works program; and supervise engineering division staff and activities.
- Police Sergeant (new request) - \$77,062 total FY21 General Fund increased cost of converting a vacant Police Officer position to a Sergeant. Position responsible for patrol and law enforcement operations on an assigned shift and to perform technical duties in a specialized field of law enforcement.
- Business License Representative II (new request) - \$14,259 total FY21 General Fund increased cost of adding promotion opportunity for existing Business License staff. Position is a more senior level of the Business License Representative classification based on knowledge and experience. Creating to add a secondary classification level in line with other City classifications that have a I, II and/or III level.

A table summarizing the above bullet points with each item and position with cost included in the FY20 and FY21 budgets either currently or as part of the mid-year requests in Versions 1 and 2 of the budget follows.

**Summary of General Fund Budget Items for Council Consideration**

		<b>FY20 Budget</b>	<b>FY21 Budget/Mid- Year</b>
Wayfinding	<b>Already budgeted</b>	\$250,000	\$0
Utility box artwork	<b>Already budgeted</b>	88,000	0
Murals	<b>Already budgeted</b>	70,000	0
Economic Development programs	<b>Already budgeted</b>	229,750	725,000
Median improvements	<b>Mid-year request</b>	0	100,000
Homeless services	<b>Already budgeted</b>	367,322 <sup>2</sup>	0
Enhanced recreation spending	<b>Already budgeted</b>	350,000	550,000 <sup>1</sup>
OPEB unfunded liability	<b>Already budgeted</b>	850,000	1,300,000
<b>POSITIONS:</b>			
Unhoused Resident Coordinator (PT)	<sup>2</sup> \$75K included in homeless services above	0 <sup>2</sup>	0
Youth Network Services Manager	<b>Mid-year request</b>	0	200,000 <sup>1</sup>
Assistant City Manager	<b>Already budgeted</b>	37,424	408,438
PIO	<b>Already budgeted</b>	0	180,595
Risk Manager	<b>Already budgeted</b>	0	196,000
Deputy Director of Public Works	<b>Mid-year request</b>	0	88,371
Assistant City Engineer	<b>Mid-year request</b>	0	28,081
Computer Technician	<b>Already budgeted</b>	0	115,555
Senior Civil/Traffic Engineer	<b>Mid-year request</b>	0	4,710
Police Sergeant	<b>Mid-year request</b>	0	77,062
Business License Representative II	<b>Mid-year request</b>	0	14,259
Public Works Technician	<b>Mid-year request</b>	0	0 <sup>3</sup>
<b>Total</b>		<b>\$2,242,496</b>	<b>\$3,988,071</b>

<sup>1</sup>These two together total the \$750,000 increased spending for recreation included in the adopted budget.

<sup>2</sup>\$75K for part time position is included in the \$367,322 homeless services budget.

<sup>3</sup>\$62,762 General Fund share of cost completely offset by budget reductions in other expenses in mid-year request.



**MID-YEAR BUDGET RECESSION SCENARIO (VERSION 2)**

As cities everywhere do not yet know the true economic impact of the Covid-19 restrictions, we have prepared an alternate budget version assuming recessionary impacts beginning in this fiscal year out through fiscal year 2025/26 projections. Assumptions include a severe drop in sales taxes (\$2,292,071 reduction from adopted), reduction in business license taxes (\$500,000) and no increases to our property tax base next year (\$783,541 reduction from adopted budget) and the outlying years. This budget also assumes: 1) only \$450,000 put in the OPEB trust in FY20, no other funds set aside and instead used to stabilize the budget; and 2) Recreation programs and rentals will not resume until July and the water park will remain closed now throughout all of next fiscal year resulting in increased subsidy of \$433,725 for lost revenue this year and only a \$500,000 subsidy to the water park in FY21 to maintain minimum operations to keep the building/pool/equipment maintained and safe resulting in a General Fund savings of \$321,338. This budget version contains all other requests included in Version 1 of the mid-year budget. Note that this does not include potential impacts to our pension contributions as a result of the monumental losses the PERS retirement investments have incurred from the market volatility occurring. Agency contribution rates will reflect the losses beginning with FY23 and ramp up for 5 years through FY26. The losses will then be amortized on a flat basis for 15 years ending in FY42.

**Budget Summary**

The next tables reflect a summary of both Version 1 and Version 2 of the mid-year budget for fiscal years 2019/20 and 2020/21 side by side with the current adopted budgets for comparative purposes. Version 1 is the budget only including sales tax and lost recreation revenue impacts from the emergency, while Version 2 is the recession scenario.

**Budget Summary Comparison – Version 1**

	<b>2019-20 Current</b>	<b>2020-21 Current</b>	<b>2019-20 Version 1</b>	<b>2020-21 Version 1</b>
<b>Beginning Balance, July 1</b>	<b>\$23,959,863</b>	<b>\$19,640,196</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>
<b>Revenue Source:</b>				
Taxes	44,962,583	47,121,822	45,453,671	46,745,821
1% Sales Tax	9,555	0	15,002,000	15,702,000
Taxes – Measure C	15,145,698	15,706,984	21,754	0
Licenses & Permits	1,280,000	1,280,000	1,660,500	1,280,000
Fines & Penalties	135,000	135,000	118,000	118,000
Investment Income & Rentals	570,000	575,000	570,000	575,000
Revenue from Other Agencies	296,937	288,976	369,438	444,622
Current Service Charges	2,917,282	4,114,491	3,253,530	4,725,091
Other Revenue	879,000	618,000	1,079,637	617,800
Transfers In	3,433,778	3,587,987	3,439,019	3,587,987
<b>Total Revenue</b>	<b>69,629,833</b>	<b>73,428,260</b>	<b>70,967,549</b>	<b>73,796,321</b>
<b>Expenditures:</b>				
Legislative & Administrative	5,255,706	4,981,737	5,260,985	5,224,746
Finance	1,488,046	1,779,552	1,457,918	1,801,077
Nondepartmental	5,454,510	2,878,769	5,736,187	3,028,769
Public Works	9,688,648	8,704,812	9,925,177	9,332,038
Police Services	43,174,583	46,080,870	43,087,384	46,222,932
Police Services-Measure C	9,555	0	21,754	0
Police Services-Animal Support	1,507,669	1,812,617	1,507,669	1,812,617
Recreation/Community Svs.	2,626,493	3,030,382	2,876,493	3,200,806
Community Development	4,744,290	4,694,549	4,750,285	5,067,659
<b>Total Expenditures</b>	<b>73,949,500</b>	<b>73,963,288</b>	<b>74,623,852</b>	<b>75,690,644</b>
Surplus/(Deficit)	(4,319,667)*	(535,028)	(3,656,303)*	(1,894,323)
<b>Budget Stabilization Transfer</b>	<b>0</b>	<b>0</b>	<b>3,656,303</b>	<b>1,894,323</b>
<b>Ending Balance, June 30</b>	<b>\$19,640,196</b>	<b>\$19,105,168</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>
Committed-Comp. Absences	113,691	115,000	113,691	115,000
Committed-Litigation Reserve	300,000	500,000	300,000	500,000
Committed-Comm. Dev. Fees	0	0	679,179	827,179
<b>Unassigned Fund Balance</b>	<b>\$19,226,505</b>	<b>\$18,490,168</b>	<b>\$22,866,993</b>	<b>\$22,517,684</b>
<b>Percentage of Revenue</b>	<b>27.61%</b>	<b>25.18%</b>	<b>32.22%</b>	<b>30.51%</b>

\*FY20 deficit due in large part to \$1.9M for Eames Settlement and \$2.08M of FY19 unspent project budgets and encumbrances re-appropriated into FY20 budget.

**Budget Summary Comparison – Version 2**

	<b>2019-20 Current</b>	<b>2020-21 Current</b>	<b>2019-20 Version 2</b>	<b>2020-21 Version 2</b>
<b>Beginning Balance, July 1</b>	<b>\$23,959,863</b>	<b>\$19,640,196</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>
<b>Revenue Source:</b>				
Taxes	44,962,583	47,121,822	45,453,671	44,965,821
1% Sales Tax	9,555	0	15,002,000	14,409,088
Taxes – Measure C	15,145,698	15,706,984	21,754	0
Licenses & Permits	1,280,000	1,280,000	1,660,500	1,280,000
Fines & Penalties	135,000	135,000	118,000	118,000
Investment Income & Rentals	570,000	575,000	570,000	575,000
Revenue from Other Agencies	296,937	288,976	369,438	444,622
Current Service Charges	2,917,282	4,114,491	3,253,530	4,725,091
Other Revenue	879,000	618,000	1,079,637	617,800
Transfers In	3,433,778	3,587,987	3,439,019	3,587,987
<b>Total Revenue</b>	<b>69,629,833</b>	<b>73,428,260</b>	<b>70,967,549</b>	<b>70,723,409</b>
<b>Expenditures:</b>				
Legislative & Administrative	5,255,706	4,981,737	5,260,985	5,224,746
Finance	1,488,046	1,779,552	1,457,918	1,801,077
Nondepartmental	5,454,510	2,878,769	5,736,187	2,778,769
Public Works	9,688,648	8,704,812	9,925,177	9,332,038
Police Services	43,174,583	46,080,870	43,087,384	46,222,932
Police Services-Measure C	9,555	0	21,754	0
Police Services-Animal Support	1,507,669	1,812,617	1,507,669	1,812,617
Recreation/Community Svs.	2,626,493	3,030,382	3,060,218	2,879,668
Community Development	4,744,290	4,694,549	4,750,285	5,067,659
<b>Total Expenditures</b>	<b>73,949,500</b>	<b>73,963,288</b>	<b>74,807,577</b>	<b>75,119,506</b>
Surplus/(Deficit)	(4,319,667)*	(535,028)	(3,840,028)*	(4,396,097)
<b>Budget Stabilization Transfer</b>	<b>0</b>	<b>0</b>	<b>3,840,028</b>	<b>4,396,097</b>
<b>Ending Balance, June 30</b>	<b>\$19,640,196</b>	<b>\$19,105,168</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>
Committed-Comp. Absences	113,691	115,000	113,691	115,000
Committed-Litigation Reserve	300,000	500,000	300,000	500,000
Committed-Comm. Dev. Fees	0	0	679,179	827,179
<b>Unassigned Fund Balance</b>	<b>\$19,226,505</b>	<b>\$18,490,168</b>	<b>\$22,866,993</b>	<b>\$22,517,684</b>
<b>Percentage of Revenue</b>	<b>27.61%</b>	<b>25.18%</b>	<b>32.22%</b>	<b>31.84%</b>

\*FY20 deficit due in large part to \$1.9M for Eames Settlement and \$2.08M of FY19 unspent project budgets and encumbrances re-appropriated into FY20 budget.

Both budget versions project health reserves at the end of each fiscal year above the 20% target in the City’s reserve policy. Each budget year reflects a transfer in from the Stabilization Fund to balance the budget. It is important to note that the large deficit spending reflected in this current fiscal year in both budget versions is mainly attributed to two factors: the one time Eames settlement payment of \$1.9M and \$2.08M of prior year (FY19) remaining project budget and encumbrances re-appropriated into the current fiscal year in November 2019.

General Fund projections for each budget version are attached (Attachments A & B). Based on information we have available as of today, in Version 1, reserves begin to dwindle in FY24 as stabilization funds are completely drained. In Version 2, stabilization funds are completely drained a year earlier, and the City runs out of money in FY25.

### **OTHER FUND BUDGET ADJUSTMENTS**

Budget amendments for other funds are outlined in Attachment C. The most significant adjustments included are:

- **RMRA Special Revenue Fund** – The City received TDA grant funding in the current fiscal year and new projections for RMRA revenues were released resulting in \$276,871 more in revenues projected for FY20 and \$223,746 in FY21.
- **Gas Tax Special Revenue Fund** – A total of \$518,600 is being requested between the two fiscal years for enhanced median improvements.
- **Water Enterprise Fund** – A total of \$605,355 is being requested between the two fiscal years for the new CSR (50%) and Lead Water Treatment Plan Operator positions requested, funding for 1/3 of the Deputy Director position, a slight increase in part time help costs and an increased projection for electricity costs.
- **Sewer Enterprise Fund** – A total of \$214,059 is being requested in FY21 for 50% of the cost for the new CSR position requested, 1/3 of the Deputy Director position and increased part time help costs.
- **SLLMD Special Revenue Funds** – A total of \$527,212 is being requested between the two fiscal years due a combination of significant increases in labor for firebreak and turf mowing. The amendment also includes one-time costs for greenbelt lighting upgrades, re-landscaping the right of way on Davison Drive and James Donlon and irrigation repairs. The work results in additional General Fund contributions to lighting and landscaping of \$91,000 in FY20 and \$171,500 in FY21.
- **Development Impact Fee Fund** - \$255,476 is being requested in FY20 for the purchase of two motorcycles for the two new traffic officers and City Hall modifications.

### **NEXT STEPS**

We are asking Council to carefully evaluate both versions of the budget presented and provide input and recommendations to staff so a proposed final version can be brought back to the City Council for adoption on April 28th. Whatever final mid-year budget is ultimately adopted, staff recommends an update be brought to the Council for review and discussion in August once the financial impacts of the COVID-19 crisis are better understood.

### **ATTACHMENTS**

- A. General Fund Projections (Version 1)
- B. General Fund Projections – Recession Scenario (Version 2)
- C. Other Fund Mid-Year Amendments



GENERAL FUND PROJECTIONS - APRIL 14, 2020  
VERSION 1

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$18,706,899	\$11,290,619
Taxes	45,453,671	46,745,821	48,429,922	49,909,918	51,431,651	52,985,636	54,599,413
Taxes - Measure C	21,754	0	0	0	0	0	0
1% Sales Tax	15,002,000	15,702,000	16,382,000	16,971,752	17,548,792	18,127,902	18,707,995
Services Charges/Permits	4,914,030	6,005,091	5,145,286	5,188,071	5,236,890	5,280,184	6,229,972
All Other Revenues	2,137,075	1,755,422	2,039,422	1,789,422	1,549,422	1,509,422	1,519,422
Transfers In	3,439,019	3,587,987	3,706,911	3,859,195	4,017,109	4,171,565	4,331,253
Total Revenues	70,967,549	73,796,321	75,703,541	77,718,358	79,783,864	82,074,709	85,388,055
		4%	3%	3%	3%	3%	4%
Personnel	47,119,870	54,210,666	57,448,588	60,730,411	63,535,370	66,254,625	68,901,710
Services/Supplies/Transfers	27,503,982	21,479,978	21,562,899	21,540,924	22,333,488	23,236,364	24,090,624
Total Expenditures	74,623,852	75,690,644	79,011,487	82,271,335	85,868,858	89,490,989	92,992,334
		1%	4%	4%	4%	4%	4%
<b>Transfer In Budget Stabilization</b>	<b>3,656,303</b>	<b>1,894,323</b>	<b>3,307,946</b>	<b>4,552,977</b>	<b>832,030</b>	<b>-</b>	<b>-</b>
<b>Surplus/(Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(5,252,964)</b>	<b>(7,416,280)</b>	<b>(7,604,279)</b>
<b>Ending Fund Balance</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>	<b>\$18,706,899</b>	<b>\$11,290,619</b>	<b>\$3,686,340</b>
<b>Committed</b>	<b>1,092,870</b>	<b>1,442,179</b>	<b>1,444,579</b>	<b>1,447,027</b>	<b>1,449,524</b>	<b>1,452,071</b>	<b>1,454,669</b>
<b>Unassigned</b>	<b>\$22,866,993</b>	<b>\$22,517,684</b>	<b>\$22,515,284</b>	<b>\$22,512,836</b>	<b>\$17,257,375</b>	<b>\$9,838,548</b>	<b>\$2,231,671</b>
<b>Unassigned %</b>	<b>32.22%</b>	<b>30.51%</b>	<b>29.74%</b>	<b>30.77%</b>	<b>21.86%</b>	<b>11.99%</b>	<b>2.61%</b>

Note: Stabilization funds utilized starting in FY20

GENERAL FUND RECESSION PROJECTIONS - APRIL 14, 2020  
VERSION 2

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$17,550,221	\$5,914,766	(\$7,667,233)
Taxes	45,453,671	44,965,821	45,464,921	46,420,462	47,394,838	48,388,758	49,402,958
Taxes - Measure C	21,754	0	0	0	0	0	0
1% Sales Tax	15,002,000	14,409,088	14,152,729	14,658,057	15,163,386	15,668,715	16,174,044
Services Charges/Permits	4,914,030	6,005,091	5,145,286	5,188,071	5,236,890	5,280,184	6,229,972
All Other Revenues	2,137,075	1,755,422	2,039,422	1,789,422	1,549,422	1,509,422	1,519,422
Transfers In	3,439,019	3,587,987	3,706,911	3,859,195	4,017,109	4,171,565	4,331,253
Total Revenues	70,967,549	70,723,409	70,509,269	71,915,207	73,361,645	75,018,644	77,657,649
% Change		-0.3%	-0.3%	2%	2%	2%	4%
Personnel	47,119,870	54,210,666	57,448,588	60,730,411	63,535,370	66,254,625	68,901,710
Services/Supplies/Transfers	27,687,707	20,908,840	20,725,704	20,686,869	21,461,730	22,346,018	23,180,761
Total Expenditures	74,807,577	75,119,506	78,174,292	81,417,280	84,997,100	88,600,643	92,082,471
% Change		0%	4%	4%	4%	4%	4%
<b>Transfer In Budget Stabilization</b>	<b>3,840,028</b>	<b>4,396,097</b>	<b>7,665,023</b>	<b>3,092,431</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus/(Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(6,409,642)</b>	<b>(11,635,455)</b>	<b>(13,581,999)</b>	<b>(14,424,822)</b>
<b>Ending Fund Balance</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>	<b>\$23,959,863</b>	<b>\$17,550,221</b>	<b>\$5,914,766</b>	<b>(\$7,667,233)</b>	<b>(\$22,092,055)</b>
<b>Committed</b>	<b>1,092,870</b>	<b>1,442,179</b>	<b>1,444,579</b>	<b>1,447,027</b>	<b>1,449,524</b>	<b>0</b>	<b>0</b>
<b>Unassigned</b>	<b>\$22,866,993</b>	<b>\$22,517,684</b>	<b>\$22,515,284</b>	<b>\$16,103,194</b>	<b>\$4,465,242</b>	<b>(\$7,667,233)</b>	<b>(\$22,092,055)</b>
<b>Unassigned %</b>	<b>32.22%</b>	<b>31.84%</b>	<b>31.93%</b>	<b>23.40%</b>	<b>6.09%</b>	<b>-10.22%</b>	<b>-28.45%</b>

Note: Stabilization funds utilized starting in FY20

**ATTACHMENT C  
OTHER FUND BUDGET AMENDMENTS - FY20 & 21**

<b>Fund/Category</b>	<b>FY20 Amendment</b>	<b>FY21 Amendment</b>	<b>Purpose</b>
<b>Loss Control Internal Service Fund:</b>			
Expenditures	\$ 93,931.00	\$ -	Increase for actual workers comp premium
<b>Civic Arts Special Revenue Fund:</b>			
Revenues	1,668.00	5,000.00	Rent for new Lynn House lease
<b>RMRA Special Revenue Fund:</b>			
Revenues	276,871.00	223,746.00	Revised RMRA projections/TDA grant revenues received
<b>Solid Waste Special Revenue Fund:</b>			
Expenditures	-	5,165.00	Increase in part time help needed
<b>Recreation Special Revenue Fund:</b>			
Revenues	100.00	100.00	Burrowing Owl CD interest
Expenditures	-	170,424.00	New Director salary overlap
Transfers In	-	(29,576.00)	Youth Network Manager to be funded Gen Fund/Dir. Overlap
<b>Park in Lieu Special Revenue Fund:</b>			
Revenues	71,731.00	-	Increase projections for Park in Lieu/Community Park fees
<b>Traffic Signal Special Revenue Fund:</b>			
Revenues	142,385.00	-	Increase projections for traffic signal fees
<b>CFD 2016-01 Special Revenue Fund:</b>			
Revenues	23,439.00	-	Increase based on amount to be received per County
Expenses	10,000.00	10,000.00	Administration expenses for district
Transfers Out	23,439.00	-	Increase transfer to Gen Fund based on revised revenues
<b>CFD 2018-01 Special Revenue Fund:</b>			
Revenues	(11,600.00)	-	Reduce assessments based on amount to be received per County
<b>CFD 2018-02 Special Revenue Fund:</b>			
Revenues	(26,714.00)	-	Reduce assessments based on amount to be received per County
Expenses	10,000.00	10,000.00	Administration expenses for district
Transfers Out	(18,198.00)	-	Reduce transfer to Gen Fund based on revised revenues
<b>Vehicle Replacement Fund:</b>			
Revenues	500,000.00	-	Revised vehicle replacement funds
<b>Vehicle Maintenance Fund:</b>			
Expenditures	-	(7,985.00)	25% new PW Tech position netted with expenditure reductions
<b>Information Services Fund:</b>			
Expenditures	-	143,773.00	Cloud archiving for cameras/GIS software cost increases/increase part time help/18% new PW Tech position netted with expense reductions
<b>Prewett CIP Capital Project Fund:</b>			
Revenues	118.00	-	Increase for AAPFFA reimbursement received current year
<b>Measure J Special Revenue Fund:</b>			
Revenues	8,235.00	-	TDA grant revenues received
Expenditures	-	(48,000.00)	Reduce staff time charged to fund based on historical data
<b>Gas Tax Special Revenue Fund:</b>			
Revenues	(70,000.00)	3,939.00	Revised Gas Tax projections
Expenditures	-	53,314.00	Convert Junior Engineer to Senior/Traffic Engineer
Capital Expenditures	125,000.00	393,600.00	Additional funding for expanded median enhancements
<b>Water Enterprise Fund:</b>			
Expenditures	32,825.00	574,530.00	FY20 = increased part time help costs; FY21 = new CSR position, new Lead Wtr Treat Plant Op position, 1/3 Deputy Director position increased projection for electricity costs, median costs, Jr Eng. to Snr.
<b>Sewer Enterprise Fund:</b>			
Expenditures	-	214,059.00	Increased part time help cost, 50% of new CSR position, 1/3 Deputy Director position, 12.5% of Senior Engineer position
<b>Marina Enterprise Fund:</b>			
Revenues	(6,000.00)	-	Reduce grant funding for Marina Restroom project
Expenditures	40,000.00	(2,255.00)	Mural work/8% new PW Tech position netted with expenditure reduction
<b>Capital Improvements Fund:</b>			
Capital Expenditures	1,276.00	-	Increase for year to date expenditures
<b>SLLMF Special Revenue Funds:</b>			
Expenditures	264,810.00	262,402.00	Firebreak/turf mowing labor increases; Davison & James Donlon re-landscaping needed; irrigation repairs needed
Transfers In	119,131.00	197,456.00	Increase transfer from Gen Fund for additional costs; increase Admin Fund transfer in from zones for additional work
Transfers Out	28,131.00	25,956.00	Increase transfer among zones to Admin Fund for additional work
<b>Asset Forfeiture Special Revenue Fund:</b>			
Capital Expenditures	59,000.00	-	Purchase of a training simulator
<b>Child Care Special Revenue Fund:</b>			
Expenditures	4,000.00	-	Repairs needed at Mary Rocha Child Care Center
<b>Development Impact Fee Fund:</b>			
Capital Expenditures	255,476.00	-	Two motorcycles for the two new traffic officers; City Hall modifications

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020

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

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

**SUBJECT:** Urgency Ordinance Suspending Automatic Deemed Complete and Approval Deadlines for all Land Use, Subdivision, and Zoning Applications

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**RECOMMENDED ACTION**

It is recommended that the City Council introduce the urgency ordinance by title only, waive further reading, and adopt the urgency ordinance enacting a suspension of automatic deemed complete and approval deadlines for all Land Use, Subdivision, and Zoning Applications.

(A four-fifths (4/5) vote of the City Council is required for approval.)

**FISCAL IMPACT**

This action will have no fiscal impact on the City of Antioch.

**DISCUSSION**

Both state and local land use laws impose a variety of timelines for the review and action on land use applications. Failure to comply with these timelines can lead to applications being deemed incomplete at the front end of the process or actually not being deemed approved at the back end. In either event, the impact of failing to meet these timelines is a limit on the City's (and the public's) ability to review and comment on pending land use applications.

On March 17, 2020, the City Manager, acting as Emergency Manager, proclaimed a local emergency in response to the coronavirus or COVID-19 pandemic. The need for the local emergency includes the need to limit the scope of services being provided by the City, to limit meetings and gatherings and to preserve the public health and safety.

As applied to the City of Antioch's land use function, the existence of the emergency means that most City employees, including planners and engineers, are being required to work remotely. This also applies to all of the other regulatory agencies that review and comment on land use applications received by the City. The emergency declaration and orders issued by the county, state and federal governments also mean that it will be more difficult to hold public hearings with the Planning Commission and City Council.



The proposed ordinance is an urgency ordinance that would suspend all timelines associated with the processing of all land use applications. The ordinance would only remain effective during the term of the local emergency. In order to adopt the ordinance as an urgency ordinance (meaning no second reading is required and it goes into effect immediately), it must be approved by a 4/ 5' s vote of the Council.

This item is being added as an urgency item pursuant to Government Code Section 54954.2(b)(2), meaning that there has been no advance public contact.

**ATTACHMENTS**

- A. Urgency Ordinance
- B. Executive Order N-33-20 of the Governor of California dated March 19, 2020
- C. Order of the Health Officer of the County of Contra Costa Order of the Health Officer of the County of Contra Costa (March 31, 2020)

# ATTACHMENT "A"

## ORDINANCE NO.-\*\*

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH SUSPENDING AUTOMATIC DEEMED COMPLETE AND APPROVAL DEADLINES FOR ALL LAND USE, SUBDIVISION, AND ZONING APPLICATIONS

**WHEREAS**, governments and public health professionals around the world have detected and are actively responding to the outbreak of the novel coronavirus disease 2019 (the “**Coronavirus**” or “**COVID-19**”), a potentially life-threatening infectious disease that causes respiratory illness with fever, coughing, and/or difficulty breathing and for which there is currently no known natural immunity or vaccine;

**WHEREAS**, on January 30, 2020, the International Health Regulations Emergency Committee of the World Health Organization declared the Coronavirus outbreak a public health emergency of international concern;

**WHEREAS**, on March 4, 2020, the California Governor Gavin Newsom proclaimed a state of emergency in California as a result of the threat of the Coronavirus;

**WHEREAS**, on March 10, 2020, Contra Costa County proclaimed a local emergency caused by the introduction of Coronavirus and its contribution to the shortage of essential health care supplies;

**WHEREAS**, on March 13, 2020, the President of the United States declared a national emergency due to the Coronavirus;

**WHEREAS**, on March 14, 2020, Contra Costa County Health Officer issued an order prohibiting mass gatherings of 100 or more persons and as defined in the order;

**WHEREAS**, on March 15, 2020, the Centers for Disease Control and Prevention issued guidance recommending that for the next eight weeks, organizers cancel or postpone in-person events that consist of 50 people or more throughout the United States;

**WHEREAS**, on March 16, 2020, the United States President issued more stringent guidelines, recommending that people avoid gatherings of more than 10 people;

**WHEREAS**, on March 16, 2020, pursuant to California Health and Safety Code sections 101040 and 120175, seven health officers within six Bay Area counties, including Contra Costa County, issued a legal order directing their respective residents to shelter at home for three weeks beginning March 17, 2020 in an effort to reduce and slow the spread of the Coronavirus by limiting activity, travel and business functions to only the most essential needs;

**WHEREAS**, on March 17, 2020, pursuant to Section 4-2.06(A)(1) of the Antioch Municipal Code, the Director of Emergency Services proclaimed a local emergency;

**WHEREAS**, on March 24, 2020 the City Council of the City of Antioch ratified the proclamation of the Director of Emergency services and proclaimed that a local emergency exists and shall continue to exist in the City of Antioch until the City Council resolves that the local emergency is terminated;

**WHEREAS**, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20 ordering all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operation of the federal critical infrastructure sectors, critical government services, schools, and construction, including housing construction;

**WHEREAS**, given these orders and directives, it is difficult or impossible for the City of Antioch to process land use applications within normal time limits imposed by state and local laws.

**WHEREAS**, City staff is being required to work remotely, making it difficult or impossible to properly accept applications, to meet with applicants to review applications, to send out public notices and to meet with and receive comments from other impacted agencies.

**WHEREAS**, given the restrictions on meetings and gatherings, it will be more difficult for the City of Antioch to conduct required public hearings in a manner allowing for adequate public participation and input;

**WHEREAS**, because of these restrictions, it is necessary for the immediate preservation of the public peace, health and safety to suspend automatic deemed complete and approval deadlines, including appeal deadlines, for all land use, subdivision and zoning applications until City functions can be restored at the conclusion of the local emergency;

**WHEREAS**, the California Constitution, Article XI, Section 7, provides cities and counties with the authority to enact ordinances to protect the health, safety, and general welfare, of their citizens; and

**WHEREAS**, California Government Code Section 36937 authorizes the City Council to introduce and adopt an ordinance it declares to be necessary as an emergency measure to preserve the public peace, health, and safety at one and the same meeting if passed by at least four-fifths affirmative votes;

**NOW, THEREFORE**, the City Council of the City of Antioch does ordain as follows:

**SECTION 1. Incorporation of Recitals.**

The City Council of the City of Antioch hereby finds that all of the Recitals are true and correct and incorporated herein by reference. The provisions of the March 19, 2020 Executive Order N-33-20 of the Governor of California and the March 31, 2020 Order of

the Health Officer of the County of Contra Costa, including its recitals, are incorporated by reference in their entirety herein.

**SECTION 2. Urgency Findings.**

The City Council of the City of Antioch hereby finds that there is a current and immediate threat to the public health, safety and/or welfare and a need for immediate preservation of the public peace, health, or safety that warrants this urgency measure. This finding is based upon the facts stated in the Recitals above, the staff report dated March April 14, 2020, as well any oral and written testimony at the April 14, 2020 City Council meeting.

This Ordinance is declared by the City Council to be an urgency measure necessary for the immediate preservation of the public peace, health or safety. The facts constituting such urgency are all of those certain facts set forth and referenced in this Ordinance and the entirety of the record before the City Council.

**SECTION 3. Suspension of Automatic Deemed Complete and Approval Deadlines for all land use, subdivision, and zoning applications.**

A. All provisions of laws, ordinances, regulations, resolutions, rules, and statutes, including, but not limited to, provisions contained in the California Permit Streamlining Act, the California Environmental Quality Act, the California Planning and Zoning Law, the California Subdivision Map Act, and the City of Antioch Subdivision and Zoning Regulations, establishing deemed complete deadlines, review deadlines and authorizing automatic approvals, are suspended for the duration of the existing local emergency.

B. Pursuant to Government Code Section 36937, this ordinance shall be effective immediately and shall apply retroactively to all applications that were on file with the City as of the date the local emergency was first declared and to all applications filed during the emergency.

C. For application review and automatic approval deadline purposes, all land use, subdivision, and zoning applications that were either on file with the City of Antioch on the date the local emergency was first declared or that were filed with the City of Antioch during the period of the local emergency, shall be considered filed on the first working day following expiration of the emergency.

**SECTION 4. Publication; Effective Date.**

This Urgency Ordinance shall become effective immediately upon its adoption by not less than a four-fifths vote of the Antioch City Council pursuant to California Government Code Section 36937 and shall remain in effect until May 31, 2020 or the expiration of the local emergency or the Governor's proclamation of a state of emergency, whichever is later. Prior to the expiration of fifteen days from the passage thereof, the ordinance or a summary thereof shall be posted or published as may be required by law.

**SECTION 5. Severability.**

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed the ordinance codified in this chapter, and each and every section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of this chapter would be subsequently declared invalid or unconstitutional.

\* \* \* \* \*

I **HEREBY CERTIFY** that the foregoing urgency ordinance was introduced, adopted, and ordered published at a regular meeting of the City Council of the City of Antioch held on the 14th day of April, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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**Sean Wright, Mayor of the City of Antioch**

**ATTEST:**

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**Arne Simonsen, CMC**  
**City Clerk of the City of Antioch**



**ATTACHMEN "B"**  
**EXECUTIVE DEPARTMENT**  
**STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-33-20**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** in a short period of time, COVID-19 has rapidly spread throughout California, necessitating updated and more stringent guidance from federal, state, and local public health officials; and

**WHEREAS** for the preservation of public health and safety throughout the entire State of California, I find it necessary for all Californians to heed the State public health directives from the Department of Public Health.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8627, and 8665 do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

- 1) To preserve the public health and safety, and to ensure the healthcare delivery system is capable of serving all, and prioritizing those at the highest risk and vulnerability, all residents are directed to immediately heed the current State public health directives, which I ordered the Department of Public Health to develop for the current statewide status of COVID-19. Those directives are consistent with the March 19, 2020, Memorandum on Identification of Essential Critical Infrastructure Workers During COVID-19 Response, found at: <https://covid19.ca.gov/>. Those directives follow:

ORDER OF THE STATE PUBLIC HEALTH OFFICER

March 19, 2020

To protect public health, I as State Public Health Officer and Director of the California Department of Public Health order all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as outlined at <https://www.cisa.gov/identifying-critical-infrastructure-during-covid-19>. In addition, and in consultation with the Director of the Governor's Office of Emergency Services, I may designate additional sectors as critical in order to protect the health and well-being of all Californians.

Pursuant to the authority under the Health and Safety Code 120125, 120140, 131080, 120130(c), 120135, 120145, 120175 and 120150, this order is to go into effect immediately and shall stay in effect until further notice.

The federal government has identified 16 critical infrastructure sectors whose assets, systems, and networks, whether physical or virtual, are considered so vital to the United States that their incapacitation or

destruction would have a debilitating effect on security, economic security, public health or safety, or any combination thereof. I order that Californians working in these 16 critical infrastructure sectors may continue their work because of the importance of these sectors to Californians' health and well-being.

This Order is being issued to protect the public health of Californians. The California Department of Public Health looks to establish consistency across the state in order to ensure that we mitigate the impact of COVID-19. Our goal is simple, we want to bend the curve, and disrupt the spread of the virus.

The supply chain must continue, and Californians must have access to such necessities as food, prescriptions, and health care. When people need to leave their homes or places of residence, whether to obtain or perform the functions above, or to otherwise facilitate authorized necessary activities, they should at all times practice social distancing.

- 2) The healthcare delivery system shall prioritize services to serving those who are the sickest and shall prioritize resources, including personal protective equipment, for the providers providing direct care to them.
- 3) The Office of Emergency Services is directed to take necessary steps to ensure compliance with this Order.
- 4) This Order shall be enforceable pursuant to California law, including, but not limited to, Government Code section 8665.

**IT IS FURTHER ORDERED** that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 19th day of March 2020.



\_\_\_\_\_  
GAVIN NEWSOM  
Governor of California

**ATTEST:**

\_\_\_\_\_  
ALEX PADILLA  
Secretary of State

**B2**

**ORDER OF THE HEALTH OFFICER  
OF THE COUNTY OF CONTRA COSTA DIRECTING  
ALL INDIVIDUALS LIVING IN THE COUNTY TO SHELTER AT THEIR  
PLACE OF RESIDENCE EXCEPT THAT THEY MAY LEAVE TO  
PROVIDE OR RECEIVE CERTAIN ESSENTIAL SERVICES OR  
ENGAGE IN CERTAIN ESSENTIAL ACTIVITIES AND WORK FOR  
ESSENTIAL BUSINESSES AND GOVERNMENTAL SERVICES;  
EXEMPTING INDIVIDUALS EXPERIENCING HOMELESSNESS FROM  
THE SHELTER IN PLACE ORDER BUT URGING THEM TO FIND  
SHELTER AND GOVERNMENT AGENCIES TO PROVIDE IT;  
DIRECTING ALL BUSINESSES AND GOVERNMENTAL AGENCIES TO  
CEASE NON-ESSENTIAL OPERATIONS AT PHYSICAL LOCATIONS IN  
THE COUNTY; PROHIBITING ALL NON-ESSENTIAL GATHERINGS  
OF ANY NUMBER OF INDIVIDUALS; AND ORDERING CESSATION OF  
ALL NON-ESSENTIAL TRAVEL**

**DATE OF ORDER: MARCH 16, 2020**

**Please read this Order carefully. Violation of or failure to comply with this Order is a misdemeanor punishable by fine, imprisonment, or both. (California Health and Safety Code § 120295, *et seq.*)**

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, AND 120175, THE HEALTH OFFICER OF THE COUNTY OF CONTRA COSTA ("HEALTH OFFICER") ORDERS:

- 1) The intent of this Order is to ensure that the maximum number of people self-isolate in their places of residence to the maximum extent feasible, while enabling essential services to continue, to slow the spread of COVID-19 to the maximum extent possible. When people need to leave their places of residence, whether to obtain or perform vital services, or to otherwise facilitate authorized activities necessary for continuity of social and commercial life, they should at all times reasonably possible comply with Social Distancing Requirements as defined in Section 10 below. All provisions of this Order should be interpreted to effectuate this intent. Failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
- 2) All individuals currently living within Contra Costa County (the "County") are ordered to shelter at their place of residence. To the extent individuals are using shared or outdoor spaces, they must at all times as reasonably possible maintain social distancing of at least six feet from any other person when they are outside their residence. All persons may leave their residences only for Essential Activities, Essential Governmental Functions, or to operate Essential Businesses, all





as defined in Section 10. Individuals experiencing homelessness are exempt from this Section, but are strongly urged to obtain shelter, and governmental and other entities are strongly urged to make such shelter available as soon as possible and to the maximum extent practicable (and to utilize Social Distancing Requirements in their operation).

- 3) All businesses with a facility in the County, except Essential Businesses as defined below in Section 10, are required to cease all activities at facilities located within the County except Minimum Basic Operations, as defined in Section 10. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open. To the greatest extent feasible, Essential Businesses shall comply with Social Distancing Requirements as defined in Section 10 below, including, but not limited to, when any customers are standing in line.
- 4) All public and private gatherings of any number of people occurring outside a household or living unit are prohibited, except for the limited purposes as expressly permitted in Section 10. Nothing in this Order prohibits the gathering of members of a household or living unit.
- 5) All travel, including, but not limited to, travel on foot, bicycle, scooter, motorcycle, automobile, or public transit, except Essential Travel and Essential Activities as defined below in Section 10, is prohibited. People must use public transit only for purposes of performing Essential Activities or to travel to and from work to operate Essential Businesses or maintain Essential Governmental Functions. People riding on public transit must comply with Social Distancing Requirements as defined in Section 10 below, to the greatest extent feasible. This Order allows travel into or out of the County to perform Essential Activities, operate Essential Businesses, or maintain Essential Governmental Functions.
- 6) This Order is issued based on evidence of increasing occurrence of COVID-19 within the County and throughout the Bay Area, scientific evidence and best practices regarding the most effective approaches to slow the transmission of communicable diseases generally and COVID-19 specifically, and evidence that the age, condition, and health of a significant portion of the population of the County places it at risk for serious health complications, including death, from COVID-19. Due to the outbreak of the COVID-19 virus in the general public, which is now a pandemic according to the World Health Organization, there is a public health emergency throughout the County. Making the problem worse, some individuals who contract the COVID-19 virus have no symptoms or have mild symptoms, which means they may not be aware they carry the virus. Because even people without symptoms can transmit the disease, and because evidence shows the disease is easily spread, gatherings can result in preventable transmission of the virus. The scientific evidence shows that at this stage of the emergency, it is essential to slow virus transmission as much as possible to protect the most vulnerable and to prevent the health care system from being overwhelmed. One proven way to slow the transmission is to limit interactions among people to the greatest extent practicable. By reducing the spread of the COVID-19 virus, this Order helps preserve critical and limited healthcare capacity in the County.
- 7) This Order also is issued in light of the existence of 29 cases of COVID-19 in the County, as well as at least 258 confirmed cases and at least three deaths in the seven Bay Area jurisdictions jointly issuing this Order, as of 5 p.m. on March 15, 2020, including a significant and increasing number of suspected cases of community transmission and likely further significant increases in transmission. Widespread testing for COVID-19 is not yet available but is expected to increase in



the coming days. This Order is necessary to slow the rate of spread and the Health Officer will re-evaluate it as further data becomes available.

- 8) This Order is issued in accordance with, and incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom, This Order is issued in accordance with, and incorporates by reference, the March 4, 2020 Proclamation of a State of Emergency issued by Governor Gavin Newsom and the March 10, 2020 Resolution of the Contra Costa County Board of Supervisors declaring the existence of a Local Emergency in Contra Costa County.
- 9) This Order comes after the release of substantial guidance from the County Health Officer, the Centers for Disease Control and Prevention, the California Department of Public Health, and other public health officials throughout the United States and around the world, including a variety of prior orders to combat the spread and harms of COVID-19. The Health Officer will continue to assess the quickly evolving situation and may modify or extend this Order, or issue additional Orders, related to COVID-19.

10) Definitions and Exemptions.

- a. For purposes of this Order, individuals may leave their residence only to perform any of the following “Essential Activities.” But people at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care.
  - i. To engage in activities or perform tasks essential to their health and safety, or to the health and safety of their family or household members (including, but not limited to, pets), such as, by way of example only and without limitation, obtaining medical supplies or medication, visiting a health care professional, or obtaining supplies they need to work from home.
  - ii) To obtain necessary services or supplies for themselves and their family or household members, or to deliver those services or supplies to others, such as, by way of example only and without limitation, canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products, and products necessary to maintain the safety, sanitation, and essential operation of residences.
  - iii) To engage in outdoor activity, provided the individuals comply with Social Distancing Requirements as defined in this Section, such as, by way of example and without limitation, walking, hiking, or running.
  - iv) To perform work providing essential products and services at an Essential Business or to otherwise carry out activities specifically permitted in this Order, including Minimum Basic Operations.
  - v) To care for a family member or pet in another household.
- b) For purposes of this Order, individuals may leave their residence to work for or obtain services at any “Healthcare Operations” including hospitals, clinics, dentists, pharmacies, pharmaceutical and biotechnology companies, other healthcare facilities, healthcare suppliers, home healthcare services providers, mental health providers, or any related and/or ancillary healthcare services. “Healthcare Operations” also includes veterinary care and all healthcare services provided to animals. This exemption shall be construed broadly to avoid any impacts to the delivery of healthcare, broadly defined. “Healthcare Operations” does not include fitness and exercise gyms and similar facilities.





- c) For purposes of this Order, individuals may leave their residence to provide any services or perform any work necessary to the operations and maintenance of “Essential Infrastructure,” including, but not limited to, public works construction, construction of housing (in particular affordable housing or housing for individuals experiencing homelessness), airport operations, water, sewer, gas, electrical, oil refining, roads and highways, public transportation, solid waste collection and removal, internet, and telecommunications systems (including the provision of essential global, national, and local infrastructure for computing services, business infrastructure, communications, and web-based services), provided that they carry out those services or that work in compliance with Social Distancing Requirements as defined this Section, to the extent possible.
- d) For purposes of this Order, all first responders, emergency management personnel, emergency dispatchers, court personnel, and law enforcement personnel, and others who need to perform essential services are categorically exempt from this Order. Further, nothing in this Order shall prohibit any individual from performing or accessing “Essential Governmental Functions,” as determined by the governmental entity performing those functions. Each governmental entity shall identify and designate appropriate employees or contractors to continue providing and carrying out any Essential Governmental Functions. All Essential Governmental Functions shall be performed in compliance with Social Distancing Requirements as defined in this Section, to the extent possible.
- e) For the purposes of this Order, covered businesses include any for-profit, non-profit, or educational entities, regardless of the nature of the service, the function they perform, or its corporate or entity structure.
- f) For the purposes of this Order, “Essential Businesses” means:
  - i) Healthcare Operations and Essential Infrastructure;
  - ii) Grocery stores, certified farmers’ markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of canned food, dry goods, fresh fruits and vegetables, pet supply, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products). This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
  - iii) Food cultivation, including farming, livestock, and fishing;
  - iv) Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
  - v) Newspapers, television, radio, and other media services;
  - vi) Gas stations and auto-supply, auto-repair, and related facilities;
  - vii) Banks and related financial institutions;
  - viii) Hardware stores;
  - ix) Plumbers, electricians, exterminators, and other service providers who provide services that are necessary to maintaining the safety, sanitation, and essential operation of residences, Essential Activities, and Essential Businesses;
  - x) Businesses providing mailing and shipping services, including post office boxes;
  - xi) Educational institutions—including public and private K-12 schools, colleges, and universities—for purposes of facilitating distance learning or performing essential functions, provided that social distancing of six-feet per person is maintained to the greatest extent possible;
  - xii) Laundromats, drycleaners, and laundry service providers;
  - xiii) Restaurants and other facilities that prepare and serve food, but only for delivery or carry out. Schools and other entities that typically provide free food services to



students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and take-away basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;

- xiv) Businesses that supply products needed for people to work from home;
- xv) Businesses that supply other Essential Businesses with the support or supplies necessary to operate;
- xvi) Businesses that ship or deliver groceries, food, goods or services directly to residences;
- xvii) Airlines, taxis, and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;
- xviii) Home-based care for seniors, adults, or children;
- xix) Residential facilities and shelters for seniors, adults, and children;
- xx) Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities;
- xxi) Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:
  - (1) Childcare must be carried out in stable groups of 12 or fewer (“stable” means that the same 12 or fewer children are in the same group each day).
  - (2) Children shall not change from one group to another.
  - (3) If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
  - (4) Childcare providers shall remain solely with one group of children.
- g) For the purposes of this Order, “Minimum Basic Operations” include the following, provided that employees comply with Social Distancing Requirements as defined this Section, to the extent possible, while carrying out such operations:
  - i. The minimum necessary activities to maintain the value of the business’s inventory, ensure security, process payroll and employee benefits, or for related functions.
  - ii. The minimum necessary activities to facilitate employees of the business being able to continue to work remotely from their residences.
- h) For the purposes of this Order, “Essential Travel” includes travel for any of the following purposes. Individuals engaged in any Essential Travel must comply with all Social Distancing Requirements as defined in this Section below.
  - i. Any travel related to the provision of or access to Essential Activities, Essential Governmental Functions, Essential Businesses, or Minimum Basic Operations.
  - ii. Travel to care for elderly, minors, dependents, persons with disabilities, or other vulnerable persons.
  - iii. Travel to or from educational institutions for purposes of receiving materials for distance learning, for receiving meals, and any other related services.
  - iv. Travel to or return from a place of residence outside the jurisdiction.
  - v. Travel required by law enforcement or court order.
  - vi. Travel required for non-residents to return to their place of residence outside the County. Individuals are strongly encouraged to verify that their transportation out of the County remains available and functional prior to commencing such travel.
- i) For purposes of this Order, residences include hotels, motels, shared rental units and similar facilities.



- j) For purposes of this Order, “Social Distancing Requirements” includes maintaining at least six-foot social distancing from other individuals, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow, not hands), regularly cleaning high-touch surfaces, and not shaking hands.
- 11) Pursuant to Government Code sections 26602 and 41601 and Health and Safety Code section 101029, the Health Officer requests that the Sheriff and all chiefs of police in the County ensure compliance with and enforce this Order. The violation of any provision of this Order constitutes an imminent threat to public health.
- 12) This Order shall become effective at 12:01 a.m. on March 17, 2020 and will continue to be in effect until 11:59 p.m. on April 7, 2020, or until it is extended, rescinded, superseded, or amended in writing by the Health Officer.
- 13) Copies of this Order shall promptly be: (1) made available at Office of the Director of Health of Contra Costa County, 1220 Morello Ave, Martinez CA 94553; (2) posted on the County Public Health Department website [www.cchealth.org](http://www.cchealth.org); and (3) provided to any member of the public requesting a copy of this Order.
- 14) If any provision of this Order to the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
- 15) Questions or comments regarding this order may be directed to Contra Costa Health Services at 1-844-729-8410.

**IT IS SO ORDERED:**

Chris Farnitano, MD  
Health Officer of the County of Contra Costa County





Ori Tzvieli, MD, Deputy Health Officer

Dated: March 16, 2020



**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of April 14, 2020  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Nickie Mastay, Administrative Services Director   
**APPROVED BY:** Thomas Lloyd Smith, City Attorney   
**SUBJECT:** Formation of a Transitional Housing Ad Hoc Committee

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**RECOMMENDED ACTION**

It is recommended that the City Council take the following actions:

- 1) Discuss and determine if it is the desire of the City Council to form a Transitional Housing Ad Hoc Committee;
- 2) Confirm the appointment of two (2) members for the Transitional Housing Ad Hoc Committee;
- 3) Confirm the duration of the Transitional Housing Ad Hoc Committee; and
- 4) Adopt the resolution to form the Transitional Housing Ad Hoc Committee.

**FISCAL IMPACT**

The recommended action has no direct fiscal impact on City finances.

**DISCUSSION**

At the March 24, 2020 City Council Meeting, Agenda Item #7, Mayor Pro Tem Joy Motts and Councilmember Thorpe dissolved the Homeless Encampment Ad Hoc Committee and expressed an interest to City Council in forming a Transitional Housing Ad Hoc Committee. This ad hoc committee would consider support mechanisms and supportive housing for the unhoused.

Transitional housing generally involves supportive, temporary housing that bridges the gap between homelessness to independent, permanent housing by offering structure, supervision, support, life skills, and in some cases, education and training. Additional matters may be added upon City Council discussion and consideration of the ad hoc committee.

**ATTACHMENT**

A. Resolution



**RESOLUTION NO. 2020/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
TO FORM THE TRANSITIONAL HOUSING AD HOC COMMITTEE  
FOR A PERIOD OF [REDACTED] MONTHS**

**WHEREAS**, on March 24, 2020 the City Council discussed and decided to dissolve the Homeless Encampment Ad Hoc Committee;

**WHEREAS**, the City Council seeks to explore transitional housing opportunities, which are designed to provide homeless individuals and families with the interim stability and support to successfully move to and maintain independent permanent housing, and support services for unhoused residents of the City of Antioch;

**WHEREAS**, on March 24, 2020 Mayor Pro Tem Motts and Council Member Thorpe expressed the desire to form the Transitional Housing Ad Hoc Committee to look at supportive interim housing and support services for the unhoused;

**WHEREAS**, the City Council plans to have the Transitional Housing Ad Hoc Committee report back to the City Council prior to and upon its planned termination in [REDACTED] months to determine if the ad hoc committee should become a standing committee on a specific subject matter, on a continual basis, or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

**WHEREAS**, the City Council seeks to confirm the appointment of committee members to the Transitional Housing Ad Hoc Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that [REDACTED] and [REDACTED] are appointed to the Transitional Housing Ad Hoc Committee and to report back to the City Council prior to and upon the ad hoc committee’s planned termination in [REDACTED] months.

\* \* \* \* \*

**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 14th day of April 2020, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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