



ANNOTATED AGENDA

Antioch City Council REGULAR MEETING

Date: Tuesday, October 27, 2020

Time: 6:15 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).

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/speaker_card, **(2)** by emailing the City Clerk prior to or during the meeting at cityclerk@ci.antioch.ca.us, or **(3)** by dialing **(925) 776-3057** during the meeting.

The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you are strongly encouraged to submit your comments in writing in advance of the meeting.

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

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

IMPORTANT NOTICE REGARDING THIS MEETING: To protect our residents, officials, and staff, and aligned with the Governor's Executive Order N-29-20, certain teleconference requirements of the Brown Act have been suspended, including the requirement to provide a physical location for members of the public to participate in the meeting.

Members of the public seeking to observe the meeting may do so at https://www.antiochca.gov/live_stream, on Comcast Channel 24, or AT&T U-Verse Channel 99.

Members of the public wishing to provide public comment may do so in the following ways (#2 pertains to the Zoom Webinar):

1. Fill out an online speaker card located at: https://www.antiochca.gov/speaker_card.
2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand.
3. Email comments to cityclerk@ci.antioch.ca.us **prior** to the Mayor announcing that public comment is closed, and the comment will be read into the record at the meeting (350 words maximum, up to 3 minutes, at the discretion of the Mayor). **IMPORTANT:** Identify the agenda item in the subject line of your email if the comment is for Announcement of Community Events, General Comment, or a specific Agenda Item number. All emails received will be entered into the record for the meeting.

Speakers will be notified shortly before they are called to speak.

- When called to speak, please limit your comments to the time allotted (350 words, up to 3 minutes, at the discretion of the Mayor).

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 Council 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 of the City Council to stop discussing agenda items no later than 11:00 p.m.

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.

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. 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/>. Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

6:15 P.M. ROLL CALL – CLOSED SESSION – for Council Members – *All Present*

PUBLIC COMMENTS for Closed Session – *None*

CLOSED SESSION:

- 1) CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Jeff Bailey; Employee organization: Treatment Plant Employees' Association (TPEA).

Direction given to staff

6:16 P.M. Adjourn to Closed Session

7:00 P.M. ROLL CALL – REGULAR MEETING – for Council Members – *All Present (Motts arrived at 7:13 p.m.)*

PLEDGE OF ALLEGIANCE

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- *SALES TAX CITIZENS' OVERSIGHT COMMITTEE*
- *PARKS AND RECREATION COMMISSION*
- *POLICE CRIME PREVENTION COMMISSION*

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

1. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MINUTES FOR OCTOBER 13, 2020

Approved, 5/0

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

B. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

C. APPROVAL OF TREASURER'S REPORT FOR SEPTEMBER 2020

Approved, 5/0

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

D. SECOND READING – PROPOSED AMENDMENTS TO THE CANNABIS BUSINESS ORDINANCE (ANTIOCH MUNICIPAL CODE SECTIONS 9-5.203, 9-5.3845) ADDING A DEFINITION OF COMMERCIAL CANNABIS USE, REPLACING DEVELOPMENT AGREEMENT WITH OPERATING AGREEMENT, AND SPECIFYING MINIMUM CONDITIONS OF AN OPERATING AGREEMENT (*Introduced on 10/13/20*)

Ord. No. 2191-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt the proposed Cannabis Business Ordinance, Antioch Municipal Code Sections 9-5.203, 9-5.3845, adding a definition of commercial cannabis use, replacing development agreement with operating agreement, and specifying minimum conditions for an operating agreement.

E. UPDATE ON THE CITY OF ANTIOCH GROUNDWATER SUSTAINABILITY AGENCY AND THE DEVELOPMENT OF A GROUNDWATER SUSTAINABILITY PLAN FOR THE EAST CONTRA COSTA COUNTY SUBBASIN (P.W. 704-3)

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file this update.

CONSENT CALENDAR – Continued

F. CONSIDERATION OF BIDS FOR THE HILLCREST AND DONLON BOOSTER PUMPING STATION IMPROVEMENTS (P.W. 477-BP2)

Reso. No. 2020/159 adopted, 5/0

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

- 1) Approving an amendment to the Fiscal Year 2020/21 Capital Improvement budget carrying forward \$1,199,278 in unspent Fiscal Year 2019/20 budgeted funds designated for the James Donlon Pump Station and \$1,524,379 in unspent Fiscal Year 2019/20 budgeted funds designated for the Hillcrest Pump Station ("Project"),
- 2) Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder Mountain Cascade, Inc.; and
- 3) Authorizing the City Manager to execute the Agreement with Mountain Cascade, Inc. for a total amount of \$1,976,000.

G. SEVENTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT WITH BROWN AND CALDWELL, INC. FOR THE HILLCREST AND DONLON BOOSTER PUMP STATION UPGRADES (P.W. 477-BP2)

Reso. No. 2020/160 adopted, 5/0

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

- 1) Approving the seventh amendment to the Consultant Service Agreement ("Agreement") with Brown and Caldwell, Inc. ("BC") for the Hillcrest and Donlon Booster Pump Station Upgrades ("Project") which increases the contract by \$186,364 for a total contract of \$483,677 and extends the term of the Agreement to December 31, 2021; and
- 2) Authorizing the City Manager to execute the seventh amendment to the Agreement with Brown and Caldwell, Inc.

CONSENT CALENDAR – Continued

- H.** RESOLUTION APPROVING AN AGREEMENT WITH DELTA DIABLO RELATED TO OPERATION AND MAINTENANCE OF DISCHARGE FACILITIES FOR THE BRACKISH WATER DESALINATION PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT (P.W. 694)

Reso. No. 2020/161 adopted, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving an agreement with Delta Diablo for operation and maintenance of discharge facilities for the Brackish Water Desalination Project and authorizing the City Manager to execute the Agreement.

- I.** FIRST AMENDMENT TO THE AGREEMENT WITH EIDIM AV TECHNOLOGY FOR THE CITY HALL COUNCIL CHAMBERS REMODEL (AUDIO-VIDEO COMMUNICATIONS) (P.W. 247-P1)

Reso. No. 2020/162 adopted, 5/0

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

- 1) Approving a Fiscal Year 2020/21 budget amendment for the City Hall Council Chambers Remodel (Audio-Video Communications) ("Project") in the amount of \$120,000 from the Public, Educational and Government ("PEG") Fund; and
- 2) Authorizing an amendment increasing the contract with EIDIM AV Technology ("EIDIM") for the Project by \$120,000 for a total contract amount of \$263,676.45.

COUNCIL REGULAR AGENDA

- 2.** CDBG-CV3 CARE FUND RECOMMENDATIONS AND SUBSTANTIAL AMENDMENT TO 2020-21 ACTION PLAN

Continued to November 10th, 5/0

Recommended Action: It is recommended that the City Council:

- 1) Approve the recommendation of the CDBG Council Subcommittee and adopt the resolution and Substantial Amendment to the 2020-21 Action Plan for the use of CDBG-CV3 funding; and
- 2) Authorize the City Manager or designee to make the necessary FY 2020-21 budget adjustment for the approved funding in the Action Plan.

COUNCIL REGULAR AGENDA – Continued

3. WATERFRONT REVITALIZATION COMMITTEE RECOMMENDATIONS TO CITY COUNCIL

Received update with direction provided to staff, 5/0

Recommended Action: It is recommended that the City Council:

- 1) Receive an update from Committee members of the Waterfront Revitalization Committee on their committee activities.
- 2) Direct staff on how to proceed with the recommended actions.

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 7:33 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 dates listed below.** Applications are available at <https://www.antiochca.gov/#>.

DEADLINE DATE: 10/30/2020

- **SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

EXTENDED DEADLINE DATE: 11/13/2020

- **PARKS AND RECREATION COMMISSION**

DEADLINE DATE: 11/13/2020

- **POLICE CRIME PREVENTION COMMISSION**

Your interest and desire to serve our community is appreciated.

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

One (1) Committee Member, partial-term vacancy, expiring March 2022

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C – Transaction and Use (Sales) Tax. This passed at the November 5, 2013 Consolidated Election. At the November 6, 2018 Consolidated Election, the voters passed Ballot Measure W – Transaction and Use (Sales) Tax.
- 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 maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. 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 twice a year. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be nominated 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".

PARKS AND RECREATION COMMISSION

(Extended Deadline date: 11/13/20)

Two (2) Commissioners, 4-year term vacancies, expiring March 2024

- 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 1st.
- 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.

POLICE CRIME PREVENTION COMMISSION

(Deadline date: 11/13/20)

One (1) Commissioner 4-year term vacancy, expiring October 2024

- 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 3rd 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 1st.
- 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.

CITY COUNCIL MEETING

Regular Meeting
7:00 P.M.

October 13, 2020
Meeting Conducted Remotely

The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease (COVID-19), held Antioch City Council meetings via Comcast channel 24, AT&T U-verse channel 99, and live stream (at www.antiochca.gov). The City Council meeting was conducted utilizing Zoom Audio/Video Technology.

6:00 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9: Tanicia Currie v. City of Antioch, United States District Court of Northern California Case No. 4:19-cv-07540-JSW.
2. **CONFERENCE WITH LEGAL COUNSEL** – Existing Litigation pursuant to California Government Code §54956.9: Vance Gattis v. City of Antioch, United States District Court of Northern California Case No. 3:20-cv-02693-EMC.

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: **#1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action; and, **#2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**, no reportable action.

Mayor Wright called the meeting to order at 7:08 P.M., and City Clerk Simonsen called the roll.

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

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, had made the Antioch City Council meeting available via Comcast channel 24, AT&T U-verse channel 99, or live stream at www.antiochca.gov. Anyone wishing to make a public comment, 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 or (3) by dialing (925) 776-3057 during the meeting.

PLEDGE OF ALLEGIANCE

Mayor Wright led the Council and audience in the Pledge of Allegiance.

1. **INTRODUCTION OF NEW CITY EMPLOYEES**

Chief Brooks announced that Officers Chavez and Miller were working and unable to attend the meeting this evening.

Chief Brooks introduced Dr. Charlotte Chen, Doctor of Veterinary Medicine, who thanked the City Council for the introduction and stated she looked forward to working for the City of Antioch.

Director of Public Works/City Engineer Samuelson introduced Carlos Zepeda, Deputy Public Works Director, who thanked the City for the opportunity to serve as Deputy Public Works Director.

Mayor Wright congratulated Carlos Zepeda on his promotion.

Planning Manager Morris introduced Hilary Brown, Associate Community Development Technician, who thanked the City for the introduction and stated she looked forward to working in Antioch.

City Manager Bernal introduced Rosanna Bayon Moore, Assistant City Manager, who stated it was a pleasure to join the City of Antioch team and she looked forward to working with City departments, City leadership and the community to advance the organization's priorities.

Mayor Wright welcomed Assistant City Manager Bayon Moore to Antioch.

2. PROCLAMATION

Honoring Unity Day in Antioch, October 21, 2020

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the Council unanimously approved the Proclamation.

Director of Parks and Recreation Kaiser thanked the City Council for the *Honoring Unity Day* proclamation and encouraged everyone to wear orange on October 21, 2020.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Kaiser representing the Antioch Police and Parks and Recreation Departments announced they were hosting Drive Thru Trick or Treat Event from 1:00 P.M. – 4:00 P.M. at the Antioch Water Park and Antioch Police Department. She also announced the Fall-O-Ween Spooky Hay Maze to the Mini Pumpkin Patch & Harvest Scavenger Hunt would take place October 29 – 31, 2020 at the Antioch Water Park and advanced reservations were required.

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Simonsen announced the following Board and Commission openings:

- Police Crime Prevention Commission: One (1) vacancy: deadline date is October 16, 2020
- Parks and Recreation Commission: Two (2) vacancies; deadline date is October 16, 2020
- Sales Tax Citizens' Oversight Committee: Four (4) vacancies: deadline date is October 30, 2020

He reported applications would be available online at the City's website.

PUBLIC COMMENTS

The following public comments were read into the record by Administrative Services Director Mastay.

Juanita Delnay provided written comment in opposition to the formation of an Ad Hoc Police Committee and in support of the Antioch Police Department.

Manny Soliz Jr., former Mayor Pro Tem and Councilmember, current candidate Antioch City Council District 1, provided written comment proposing the City Council adopt an emergency ordinance to support small business restaurateurs by limiting the amount third party delivery services can charge to 15% of the sales amounts.

Stephanie Long, Antioch resident, provided written comment expressing concern regarding the increase in blight and litter in Antioch. She urged Council to enforce litter laws and provide incentives to businesses to keep their properties free of debris.

Lucy Meinhardt, Antioch resident, provided written comment proposing the City Council establish an Environmental Commission.

Lucas Stuart-Chilcote, Antioch resident, provided written comment stating that the community was looking forward to updates regarding the hiring process for a moderator for the town hall meetings and the investigation into Officer Mellone.

William Davis-Watkins, Antioch resident, provided written comment expressing concern regarding Antioch Police Department salaries and benefits. He commented on a Council candidate's post on social media.

Patricia Granados, Antioch resident, provided written comment expressing concern that the City had not followed through with Bridging the Gap forums.

Mitch Gosley and Karen Bee provided written comment expressing concern regarding political strategies used by a Mayoral candidate.

Audrey Davis provided written comment expressing concern for the lack of support for the motel housing project for the homeless.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Wilson reported on her attendance at the Tri Delta Transit meeting and thanked City staff for working with Tri Delta Transit to determine locations for bus shelters.

Councilmember Thorpe reported on his attendance at the Tri Delta Transit and Transitional Housing Ad Hoc Committee meetings.

Councilmember Ogorchock reported on her attendance at the League of California Cities conference.

Councilmember Motts reported on her attendance at the Transitional Housing Ad Hoc Committee meeting.

Mayor Wright reported on his attendance at the Mayor's Conference and East Contra Costa Regional Fee and Financing Authority (ECCRFFA) meeting.

MAYOR'S COMMENTS

Mayor Wright encouraged the community to support local restaurants and businesses.

3. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL MINUTES FOR SEPTEMBER 8, 2020**
- B. APPROVAL OF COUNCIL MINUTES FOR SEPTEMBER 22, 2020**
- C. APPROVAL OF COUNCIL WARRANTS**
- D. APPROVAL OF TREASURER'S REPORT FOR AUGUST 2020**
- E. RESOLUTION NO. 2020/153 AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH PLACEWORKS FOR THE PREPARATION OF GENERAL PLAN POLICIES AND ZONING ORDINANCE STANDARDS FOR INFILL HOUSING**
- F. RESOLUTION NO. 2020/154 ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR AVIANO PHASE 1, TRACT NO. 8880 (P.W. 676-1)**
- G. RESOLUTION NO. 2020/155 APPROVING THE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR AVIANO PHASE 2 SUBDIVISION 9449 (P.W. 676-2)**
- H. RESOLUTION NO. 2020/156 AUTHORIZING THE ACCEPTANCE OF A GRANT DEED CONVEYING PROPERTY LOCATED AT 1896 GARDEN COURT, ASSESSOR'S PARCEL NUMBER 068-063-041 TO THE CITY OF ANTIOCH**

- I. **RESOLUTION NO. 2020/157 FIFTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC. FOR ENGINEERING SERVICES DURING CONSTRUCTION FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**
- J. **RESOLUTION NO. 2020/158 CONSIDERATION OF BIDS FOR THE ANTIOCH PAVEMENT REHABILITATION (P.W. 392-31)**

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

Item J – City Manager Bernal introduced Item J.

The following public comment was read into the record by Administrative Services Director Mastay.

Lucas Stuart-Chilcote, Antioch resident, provided written comment urging the City to make certain the bid was awarded to the most responsible bidder.

Director of Public Works/City Engineer Samuelson verified that the City followed appropriate protocols for the bid process.

On motion by Councilmember Ogorchock, seconded by Councilmember Motts, the City Council unanimously approved Item J.

PUBLIC HEARING

- 4. **PROPOSED AMENDMENTS TO THE CANNABIS BUSINESS ORDINANCE (ANTIOCH MUNICIPAL CODE SECTIONS 9-5.203, 9-5.3845) ADDING DEFINITION OF COMMERCIAL CANNABIS USE, REPLACING DEVELOPMENT AGREEMENT WITH OPERATING AGREEMENT, AND SPECIFYING MINIMUM CONDITIONS OF AN OPERATING AGREEMENT**

City Manager Bernal introduced Public Hearing Item #4.

City Attorney Smith presented the staff report dated October 13, 2020 recommending the City Council introduce, waive the first reading, and read by title only the proposed cannabis business ordinance, Antioch Municipal Code Sections 9-5.203, 9-5.3845, adding a definition of commercial cannabis use, requiring an operating agreement, and specifying minimum conditions for an operating agreement.

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

On motion by Councilmember Wilson, seconded by Councilmember Thorpe, the Council unanimously introduced, waived the first reading, and read by title only the proposed cannabis business ordinance, Antioch Municipal Code Sections 9-5.203, 9-5.3845, adding a definition of commercial cannabis use, requiring an operating agreement, and specifying minimum conditions for an operating agreement.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Wilson requested staff agendize consideration of the formation of an Environmental Commission.

Councilmember Motts agreed with Councilmember Wilson and requested staff agendize consideration of a resolution requiring all vehicles purchased by the City be zero emission vehicles.

Councilmember Ogorchock requested staff agendize consideration of the creation of a beach park area along the waterfront from the Marina to the Riverview restaurant.

ADJOURNMENT

On motion by Councilmember Thorpe, seconded by Councilmember Ogorchock, the City Council unanimously adjourned the meeting at 7:50 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

100 General Fund

Non Departmental

00390452	COLONIAL LIFE	PAYROLL DEDUCTIONS	351.68
00390457	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00390458	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00390464	DELTA DENTAL	PAYROLL DEDUCTIONS	43,638.10
00390503	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	302.50
00390506	LINA	PAYROLL DEDUCTIONS	3,781.92
00390514	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,096.25
00390523	PARS	PAYROLL DEDUCTIONS	4,293.68
00390527	RANEY PLANNING & MANAGEMENT INC	PAYROLL DEDUCTIONS	49,911.36
00390534	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	238.98
00390535	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00390536	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00390539	SUNRUN	CBSC FEE REFUND	3.73
00390593	CALIFORNIA BUILDING STANDARDS COM.	CBSC FEE REMITTANCE	3,968.10
00390628	IPERMIT	CBSC FEE REFUND	1.99
00390682	DIVISION OF STATE ARCHITECT	SB1186 STATE FEE REMITTANCE	1,112.40
00938050	LSA ASSOCIATES INC	PREPARATION OF CEQA	10,780.00
00938051	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	39,894.88
00938056	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,121.80
00938057	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	26,331.94

City Council

00390571	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	100.00
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City Attorney

00390441	ATKINSON ANDELSON LOYA RUUD ROMO	LEGAL SERVICES RENDERED	34,262.48
00390444	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	15,661.88
00390468	DOWNEY BRAND ATTORNEYS LLP	LEGAL SERVICES RENDERED	360.00
00390469	DOWNEY BRAND ATTORNEYS LLP	LEGAL SERVICES RENDERED	396.00
00390497	JACKSON LEWIS PC	LEGAL SERVICES RENDERED	1,036.00
00390503	LAW OFFICE OF RUTHANN G ZIEGLER	LEGAL SERVICES RENDERED	742.50
00390511	MEYERS NAVE	LEGAL SERVICES RENDERED	4,488.48
00390518	OFFICE DEPOT INC	OFFICE SUPPLIES	55.43
00390531	SHRED IT INC	SHRED SERVICES	76.64
00390580	BERTRAND FOX & ELLIOT	LEGAL SERVICES RENDERED	5,211.90
00390637	LEXISNEXIS	LEGAL RESEARCH	222.00
00390641	MEYERS NAVE	LEGAL SERVICES RENDERED	59.25

City Manager

00390546	VERIZON WIRELESS	DATA SERVICES	51.66
00390547	VOLER STRATEGIC ADVSIORS INC	CONSULTING SERVICES	8,000.00
00390555	ALHAMBRA	WATER SUPPLIES	14.00
00390571	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	249.49
00390592	CALIF, STATE OF	USE TAX REMITTANCE	18.90
00390614	FOCUS STRATEGIES	UNHOUSED RESIDENT COORDINATOR	4,547.50

City Clerk

00390531	SHRED IT INC	SHRED SERVICES	38.34
00390550	WESTAMERICA BANK	COPIER LEASE	270.80
00390578	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATIONS	729.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	19.13



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390608	EIDEN, KITTY J	MINUTES CLERK	3,851.25
00390649	OFFICE DEPOT INC	OFFICE SUPPLIES	881.60
City Treasurer			
00390484	GARDA CL WEST INC	ARMORED CAR PICKUP	164.34
Human Resources			
00390464	DELTA DENTAL	INSURANCE PREMIUM	62.18
00390531	SHRED IT INC	SHRED SERVICES	76.64
00390550	WESTAMERICA BANK	COPIER LEASE	270.80
Economic Development			
00390570	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	908.99
Finance Administration			
00390550	WESTAMERICA BANK	COPIER LEASE	342.57
00390649	OFFICE DEPOT INC	OFFICE SUPPLIES	12.89
Finance Accounting			
00390477	FEDEX	SHIPMENT	25.84
00390531	SHRED IT INC	SHRED SERVICES	38.33
00390633	KOA HILLS CONSULTING LLC	AR INTERFACE	43.75
Finance Operations			
00390544	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	37.00
00390576	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	173.17
00390674	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	6.00
00390675	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.50
Non Departmental			
00390572	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	120.49
00390576	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	84.47
00390650	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - AR	496.00
00938071	MUNISERVICES LLC	PROFESSIONAL SERVICES	250.00
Public Works Administration			
00390550	WESTAMERICA BANK	COPIER LEASE	299.06
00390592	CALIF, STATE OF	USE TAX REMITTANCE	0.65
Public Works Street Maintenance			
00390432	ANTIOCH ACE HARDWARE	TOOLS AND HARDWARE ITEMS	31.45
00390447	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	400.00
00390473	EAST BAY WELDING SUPPLY	WELDING SUPPLIES	54.61
00390496	INTERSTATE SALES	PARTS FOR STREET MAINTENANCE	5,899.50
00390499	KENTS OIL SERVICE	PAVING OIL	814.59
00390513	MT DIABLO LANDSCAPE CENTERS INC	SUPPLIES	105.96
00390516	NEXTEL SPRINT	CELL PHONE	41.32
00390530	SHERWIN WILLIAMS CO	SUPPLIES	78.33
00390533	SPRAYTEC	REPAIR SERVICES	4,791.84
00390562	ANTIOCH BUILDING MATERIALS	ASPHALT	11,511.18
00390592	CALIF, STATE OF	USE TAX REMITTANCE	80.59
00390602	CONTRACT SWEEPING SERVICES	SUPPLIES	1,320.00
00390627	INTERSTATE SALES	SUPPLIES	410.78
00390638	MANERI SIGN COMPANY	SIGNS	407.24
00390662	SHERWIN WILLIAMS CO	SUPPLIES	365.21
00938053	RED WING SHOE STORE	SAFETY SHOES - TOGNOTTI	559.77
Public Works-Signal/Street Lights			
00390522	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,452.21



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390567	AT AND T MCI	PHONE	1,286.59
00390592	CALIF, STATE OF	USE TAX REMITTANCE	214.52
00390600	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	25,224.11
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	13,030.36
00938047	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,602.03
00938068	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	8,668.12
Public Works-Facilities Maintenance			
00390567	AT AND T MCI	PHONE	129.91
00390592	CALIF, STATE OF	USE TAX REMITTANCE	16.72
00390596	COMBINATION LOCK AND SAFE	PROFESSIONAL SERVICES	3,596.14
00390601	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	1,535.80
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	31,488.71
00390668	TAP PLASTICS INC	FACILITIES	168.02
00938053	RED WING SHOE STORE	SAFETY SHOES - J MARTINEZ	291.08
Public Works-Parks Maint			
00390446	BSN SPORTS	PARK EQUIPMENT	480.70
00390463	DEJESUS PUMP AND WELL DRILLING INC	PROFESSIONAL SERVICES	120.00
00390522	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	161.14
00390538	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	850.00
00390556	ALTA FENCE	SUPPLIES	847.00
00390558	AMERICAN PLUMBING INC	PLUMBING SERVICES	155.00
00390567	AT AND T MCI	PHONE	221.85
00390592	CALIF, STATE OF	USE TAX REMITTANCE	277.89
00390631	KAY PARK AND REC CORP	BENCHES	3,019.00
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,953.10
00938054	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	14.35
00938062	DEL CONTE LANDSCAPING INC	LANDSCAPE SERVICES	25,375.00
Public Works-Median/General Land			
00390430	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,621.52
00390440	AT AND T MCI	CONNECTION SERVICES	169.75
00390549	WATERSAVERS IRRIGATION	IRRIGATION PARTS	2,135.61
00390560	ANTIOCH ACE HARDWARE	SUPPLIES	83.43
00390561	ANTIOCH AUTO PARTS	AUTO PARTS	89.34
00390567	AT AND T MCI	PHONE	498.94
00390569	AT AND T MCI	CONNECTION SERVICES	89.50
00390592	CALIF, STATE OF	USE TAX REMITTANCE	77.17
00390629	IRRIGATION SYSTEM SERVICE	IRRIGATION SERVICES	200.00
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,882.36
00390663	SILVA LANDSCAPE	LANDSCAPE SERVICES	717.60
00390681	WATERSAVERS IRRIGATION	SUPPLIES	429.48
PW-Work Alternative-Strt Maint			
00390516	NEXTEL SPRINT	CELL PHONE	16.10
Police Administration			
00390427	ADAMSON POLICE PRODUCTS	UNIFORMS	342.01
00390443	BEDGOOD, JAMES R	TRAINING PER DIEM	380.00
00390448	CCC POLICE CHIEFS ASSOCIATION	MEMBERSHIP DUES	775.00
00390449	CELLEBRITE USA INC	TRAINING - L REINKE	3,850.00
00390450	CI TECHNOLOGIES INC	CONTRACT SERVICES	3,672.00
00390464	DELTA DENTAL	INSURANCE PREMIUM	124.36



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390467	DONLEAVY, JOSEPH CARTER	TRAINING PER DIEM	355.00
00390483	GALLS LLC	SUPPLIES	109.23
00390489	HILTON	LODGING - J JEONG	708.75
00390490	HILTON	LODGING - J BEDGOOD	708.75
00390492	HOPLITE ARMOR	SWAT ARMOR PLATES	1,626.00
00390498	JEONG, JISEOK	TRAINING PER DIEM	380.00
00390510	MENDES, TARRA L	TRAINING PER DIEM	355.00
00390524	PETERSON, SAMANTHA GENOVEVA	EXPENSE REIMBURSEMENT	27.29
00390574	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	10,754.74
00390575	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,505.16
00390584	BROWNELLS INC	SUPPLIES	207.53
00390592	CALIF, STATE OF	USE TAX REMITTANCE	133.84
00390595	COLE SUPPLY CO INC	SUPPLIES	292.53
00390601	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	311.04
00390604	CSI FORENSIC SUPPLY	SUPPLIES	302.19
00390605	CSI FORENSIC SUPPLY	SUPPLIES	621.33
00390616	GALLS LLC	EQUIPMENT	3,238.83
00390624	IBS OF TRI VALLEY	SUPPLIES	546.24
00390634	LC ACTION POLICE SUPPLY	SUPPLIES	271.37
00390635	LC ACTION POLICE SUPPLY	SWAT AMMUNITIONS	940.64
00390636	LC ACTION POLICE SUPPLY	SWAT AMMUNITIONS	4,058.92
00390649	OFFICE DEPOT INC	OFFICE SUPPLIES	1,952.11
00390653	PITNEY BOWES INC	EQUIPMENT RENTAL	299.65
00390654	REACH PROJECT INC	PROGRAM SERVICES	17,083.00
00390658	SAFESTORE INC	EVIDENCE STORAGE	2,626.31
00390672	TRANSUNION RISK & ALTERNATIVE DATA	LEO DATASBASE	122.55
00938052	RAY MORGAN COMPANY	COPIER USAGE	3,521.91
00938069	IMAGE SALES INC	ID CARDS	21.86
00938070	MOBILE MINI LLC	EVIDENCE STORAGE	244.02
Police Community Policing			
00390435	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	98.05
00390464	DELTA DENTAL	PAYROLL DEDUCTIONS	221.50
00390493	HUNT AND SONS INC	GAS	116.67
00390504	LENDERMAN, THOMAS E	AFLAC REFUND	1,132.54
00390575	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,180.37
00390581	BHALLA SERVICES INC	CAR WASHES	1,485.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	250.00
00390606	D TAC K9 LLC	K9 MAINTENANCE TRAINING	1,850.00
00390664	SP PLUS CORPORATION	PARKING ENFORCEMENT	14,068.85
Police Traffic Division			
00390488	HARLEY DAVIDSON	MOTORCYCLE PARTS	508.04
Police Investigations			
00390442	BEDGOOD, JAMES R	EXPENSE REIMBURSEMENT	83.98
00390470	DS WATERS OF AMERICA	WATER SERVICES	248.07
00390495	INABNETT, KELLY	GAS REIMBURSEMENT	56.74
00390505	LEXISNEXIS	SUBSCRIPTION SERVICES	252.50
00390568	AT AND T MCI	CELL ANALYSIS	95.00
00390574	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	326.54
00390575	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,602.88



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390592	CALIF, STATE OF	USE TAX REMITTANCE	3.54
00390598	CONTRA COSTA COUNTY	EXTRADITIONS	445.00
00390599	CONTRA COSTA COUNTY	CRIME LAB	33,876.00
00390639	MATIS, ZECHARIAH DANIEL	EXPENSE REIMBURSEMENT	43.50
00390652	PATRIOT PRIVATE SECURITY	EXTRADITION	420.00
00390666	SPRINT	CELL ANALYSIS	100.00
Police Special Operations Unit			
00390575	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	627.66
00390670	TOYOTA FINANCIAL SERVICES	VEHICLE MAINTENANCE	517.28
00390671	TOYOTA FINANCIAL SERVICES	VEHICLE MAINTENANCE	593.80
Police Communications			
00390438	AT AND T	PHONES	57.19
00390453	COMCAST	CONNECTION SERVICES	3,259.57
00390454	COMCAST	CONNECTION SERVICES	124.00
00390456	CONTRA COSTA COUNTY	RADIO SERVICES	10,540.52
00390464	DELTA DENTAL	INSURANCE PREMIUM	178.59
00390508	MARK 43 INC	PUBLIC SAFETY SOFTWARE	206,515.00
00390567	AT AND T MCI	PHONE	4,304.42
00390592	CALIF, STATE OF	USE TAX REMITTANCE	4.45
00938042	AMERICAN TOWER CORPORATION	TOWER FEES	249.25
Office Of Emergency Management			
00390567	AT AND T MCI	PHONE	670.25
00390592	CALIF, STATE OF	USE TAX REMITTANCE	1.47
00390595	COLE SUPPLY CO INC	SUPPLIES	338.96
Police Facilities Maintenance			
00390567	AT AND T MCI	PHONE	681.18
00390582	BRIGHT SECURITY INTEGRATIONS	CAMERA INSTALLATION	5,000.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	0.82
00390596	COMBINATION LOCK AND SAFE	PD SERVICE CALL	1,044.63
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	53,915.19
00938060	COMPUTERLAND	COMPUTER SUPPLIES	290.10
Community Development Land Planning Services			
00390474	EIDEN, KITTY J	MINUTES CLERK	225.00
00390477	FEDEX	SHIPMENT	91.09
00390539	SUNRUN	GP MAINT FEE REFUND	21.90
00390578	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	158.40
00390628	IPERMIT	GP MAINT FEE REFUND	11.74
CD Code Enforcement			
00390462	CRYSTAL CLEAR LOGOS INC	UNIFORMS	311.38
00390482	GALLEGOS, JEFFREY R	SAFETY SHOE REIMBURSEMENT	141.36
00390516	NEXTEL SPRINT	CELL PHONE	576.26
00390552	WORK WORLD	UNIFORMS	331.60
PW Engineer Land Development			
00390516	NEXTEL SPRINT	CELL PHONE	322.17
00390518	OFFICE DEPOT INC	OFFICE SUPPLIES	9.17
00390567	AT AND T MCI	PHONE	85.46
00390592	CALIF, STATE OF	USE TAX REMITTANCE	7.05
00390594	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	13,485.00
00390661	SEFNCO COMMUNICATIONS	INSPECTION FEE REFUND	280.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00938052	RAY MORGAN COMPANY	COPIER USAGE	401.65
Community Development Building Inspection			
00390471	EAGLE BUSINESS FORMS INC	BUILDING PERMITS	472.51
00390491	HOOVERS COMMERCIAL SERVICES INC	REMAINING BALANCE	54.64
00390516	NEXTEL SPRINT	CELL PHONE	188.13
00390539	SUNRUN	ENERGY INSP FEE REFUND	257.68
00390628	IPERMIT	ENERGY INSP FEE REFUND	197.22
00390649	OFFICE DEPOT INC	OFFICE SUPPLIES	277.51
Capital Imp. Administration			
00390516	NEXTEL SPRINT	CELL PHONE	121.82
00390518	OFFICE DEPOT INC	OFFICE SUPPLIES	29.87
205	CARES Act Fund		
Non Departmental			
00390460	COSTCO	VARIOUS BUSINESS EXPENSES	605.20
00390595	COLE SUPPLY CO INC	SUPPLIES	986.92
00390612	FIRST VANGUARD RENTALS AND SALES	BARRICADES	12,014.20
00938066	HAMMONS SUPPLY COMPANY	SUPPLIES	328.41
209	RMRA Fund		
Non Departmental			
00938049	JJR CONSTRUCTION INC	RELEASE OF RETENTION	7,020.05
212	CDBG Fund		
CDBG			
00390578	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATION	241.20
213	Gas Tax Fund		
Parks & Open Space			
00390522	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	57.53
Streets			
00390429	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	7,680.00
00390522	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	499.19
00390553	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENT	7,680.00
00390557	AMERICAN ASPHALT	GOLF COURSE SEAL COAT	24,700.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	48.97
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	69,648.26
214	Animal Control Fund		
Animal Control			
00390437	ASEVEDO, ESMERALDA	ANIMAL FEE REFUND	450.00
00390461	CREATIVE SUPPORTS INC	ERGONOMIC EQUIPMENT	432.47
00390464	DELTA DENTAL	INSURANCE PREMIUM	89.29
00390472	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	75.15
00390502	KOEFRAN SERVICES INC	CREMATION SERVICES	5,550.00
00390515	MWI VETERINARY SUPPLY CO	SUPPLIES	1,114.28
00390540	TAYLOR HOUSEMAN	DRYER REPAIRS	488.85
00390541	TONY LA RUSSA'S ANIMAL RESCUE	VETERINARY SERVICES	460.00
00390573	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	205.76
00390592	CALIF, STATE OF	USE TAX REMITTANCE	226.37
00390621	HILLS PET NUTRITION	ANIMAL FOOD	186.01
00390644	MWI VETERINARY SUPPLY CO	SUPPLIES	1,182.78
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	2,837.64
00938046	HLP INC	SOFTWARE MAINTENANCE	1,354.70



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00938070	MOBILE MINI LLC	STORAGE	121.90
219	Recreation Fund		
	Non Departmental		
00390451	CISNEROS, MARIA	RENTAL DEPOSIT REFUND	500.00
00390607	DELTA YOUTH SOCCER	RENTAL DEPOSIT REFUND	1,000.00
	Nick Rodriguez Community Cent		
00390550	WESTAMERICA BANK	COPIER LEASE	270.80
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	8,860.87
	Senior Programs		
00390460	COSTCO	CLOCK	38.23
00390464	DELTA DENTAL	INSURANCE PREMIUM	178.59
00390567	AT AND T MCI	PHONE	395.33
00390601	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	288.15
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	5,907.25
	Recreation Sports Programs		
00390464	DELTA DENTAL	INSURANCE PREMIUM	124.36
00390567	AT AND T MCI	PHONE	44.37
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,431.02
00938068	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	247.12
	Recreation-Comm Center		
00390439	AT AND T MCI	PHONE	67.07
00390453	COMCAST	CONNECTION SERVICES	50.01
00390460	COSTCO	VARIOUS BUSINESS EXPENSES	548.67
00390476	ESQUIVEL, NANCY	CLASS REFUND	72.00
00390507	MAGALLON, ERICA	CLASS REFUND	72.00
00390509	MCDANIEL, KATIE	CLASS REFUND	230.00
00390522	PACIFIC GAS AND ELECTRIC CO	GAS	10,221.91
00390526	RAMIREZ, BRITTNI	CLASS REFUND	72.00
00390563	ANTIOCH HERALD	FULL PAGE AD	1,546.25
00390566	AT AND T MCI	PHONE	66.41
00390567	AT AND T MCI	PHONE	46.85
00390583	BROWN, RUBY	CLASS REFUND	52.00
00390601	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	525.45
00390620	HATTIS, PAMELA	CLASS REFUND	26.00
00390626	ILLESCAS, ANDREA	CLASS REFUND	23.40
00390643	MONCADA, CAROLINA	CLASS REFUND	115.00
	Recreation Water Park		
00390501	KNORR SYSTEMS INC	CHEMICALS	397.87
00390516	NEXTEL SPRINT	CELL PHONE	16.10
00390567	AT AND T MCI	PHONE	256.93
00390592	CALIF, STATE OF	USE TAX REMITTANCE	49.24
00390603	CRESCINI, TESS	AQUATICS PROGRAM REFUND	42.00
00390622	HIRST, JOSHUA	AQUATICS PROGRAM REFUND	96.00
00390632	KNORR SYSTEMS INC	CHEMICALS	447.57
00390645	NATIONAL AQUATICS INC	AQUATIC SERVICES	2,600.00
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	29,726.98
222	Measure C/J Fund		
	Non Departmental		
00938049	JJR CONSTRUCTION INC	RELEASE OF RETENTION	46,570.21



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

226 Solid Waste Reduction Fund

Solid Waste

00390520	OUTDOOR CREATIONS INC	SUPPLIES	382.38
00390665	SPECIALTY INSPECTIONS	WMP FEE REFUND	35.00

229 Pollution Elimination Fund

Channel Maintenance Operation

00390430	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,600.00
00390459	CONTRA COSTA HEALTH SERVICES	ROUTINE INSPECTION	99.50
00390480	FURBER SAW INC	EQUIPMENT	216.25
00390512	MJH EXCAVATING INC	OPERATED EQUIPMENT RENTAL	8,917.50
00390516	NEXTEL SPRINT	CELL PHONE	16.10
00390554	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,480.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	12.41
00390642	MJH EXCAVATING INC	EQUIPMENT RENTAL	3,345.00

238 PEG Franchise Fee Fund

Non Departmental

00390609	EIDIM GROUP, INC	COUNCIL CHAMBERS PROJECT	60,261.99
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251 Lone Tree SLLMD Fund

Lonetree Maintenance Zone 1

00390567	AT AND T MCI	PHONE	177.48
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,797.39
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	1,200.00
00390669	TERRACARE ASSOCIATES	TURF MOWING	173.10

Lonetree Maintenance Zone 2

00390430	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,586.80
00390532	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
00390567	AT AND T MCI	PHONE	303.99
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,633.49
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	1,500.00

Lonetree Maintenance Zone 3

00390567	AT AND T MCI	PHONE	133.11
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Lonetree Maintenance Zone 4

00390669	TERRACARE ASSOCIATES	TURF MOWING	276.96
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252 Downtown SLLMD Fund

Downtown Maintenance

00390487	HANSON AND FITCH TEMPORARY SITE	RESTROOM RENTAL	367.24
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	728.93
00390669	TERRACARE ASSOCIATES	TURF MOWING	173.10

253 Almondridge SLLMD Fund

Almondridge Maintenance

00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	481.74
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254 Hillcrest SLLMD Fund

Hillcrest Maintenance Zone 1

00390538	STEWARTS TREE SERVICE INC	TREE SERVICE INCREASE	450.00
00390567	AT AND T MCI	PHONE	88.74
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,955.71
00390669	TERRACARE ASSOCIATES	TURF MOWING	450.06

Hillcrest Maintenance Zone 2

00390567	AT AND T MCI	PHONE	310.59
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CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,692.86
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	900.00
00390669	TERRACARE ASSOCIATES	TURF MOWING	616.24
Hillcrest Maintenance Zone 4			
00390538	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	600.00
00390567	AT AND T MCI	PHONE	262.94
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,485.20
00390663	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
00390669	TERRACARE ASSOCIATES	TURF MOWING	346.20
255	Park 1A Maintenance District Fund		
Park 1A Maintenance District			
00390522	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	29.53
00390567	AT AND T MCI	PHONE	44.37
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	482.39
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	300.00
00390669	TERRACARE ASSOCIATES	TURF MOWING	450.06
256	Citywide 2A Maintenance District Fund		
Citywide 2A Maintenance Zone 3			
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	178.74
00390669	TERRACARE ASSOCIATES	TURF MOWING	6.92
Citywide 2A Maintenance Zone 4			
00390532	SILVA LANDSCAPE	TRIM CREW	1,435.20
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	777.14
00390663	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,870.40
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	2,100.00
Citywide 2A Maintenance Zone 5			
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,007.63
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	600.00
Citywide 2A Maintenance Zone 6			
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	537.67
00390669	TERRACARE ASSOCIATES	TURF MOWING	415.44
Citywide 2A Maintenance Zone 8			
00390556	ALTA FENCE	FENCE REMOVAL	798.00
00390669	TERRACARE ASSOCIATES	TURF MOWING	34.62
Citywide 2A Maintenance Zone 9			
00390567	AT AND T MCI	PHONE	177.48
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,102.13
00390667	STEWARTS TREE SERVICE INC	TREE SERVICES	2,400.00
00390669	TERRACARE ASSOCIATES	TURF MOWING	103.86
Citywide 2A Maintenance Zone10			
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	280.77
257	SLLMD Administration Fund		
SLLMD Administration			
00390479	FURBER SAW INC	PARTS	490.53
00390516	NEXTEL SPRINT	CELL PHONE	41.32
00390592	CALIF, STATE OF	USE TAX REMITTANCE	28.21
00390647	NUTRIEN AG SOLUTIONS	PESTICIDES	1,704.30
00390669	TERRACARE ASSOCIATES	TURF MOWING	415.44
00938067	HOYA SAFETY	SAFETY GLASSES - BURGESS	252.75



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

259 East Lone Tree SLLMD Fund

Zone 1-District 10

00390532	SILVA LANDSCAPE	LANDSCAPE SERVICES	2,152.80
00390538	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	2,100.00

311 Capital Improvement Fund

Non Departmental

00390431	ANCHOR CONCRETE CONSTRUCTION INC	RELEASE OF RETENTION	16,122.49
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570 Equipment Maintenance Fund

Non Departmental

00390494	HUNT AND SONS INC	FUEL	27,138.70
00390623	HUNT AND SONS INC	FUEL	22,885.23

Equipment Maintenance

00390428	AFFORDABLE TIRE CENTER	MAINTENANCE SERVICES	120.00
00390433	ANTIOCH AUTO PARTS	AUTO PARTS	639.73
00390436	ARROWHEAD 24 HOUR TOWING INC	TIRE CHANGE	47.50
00390517	OCONELL JETTING SYSTEMS	EQUIPMENT	339.11
00390519	O'REILLY AUTO PARTS	AUTO PARTS	746.18
00390525	PHILS DIESEL CLINIC INC	PETERBUILT SERVICE	455.95
00390542	TRED SHED, THE	TIRES	5,159.67
00390543	UNICO GLASS LLC	AUTO GLASS	760.32
00390548	WALNUT CREEK FORD	AUTO PARTS	484.36
00390551	WINTER CHEVROLET CO	AUTO PARTS	448.39
00390565	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICES	485.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	270.93
00390648	OCONELL JETTING SYSTEMS	AUTO PARTS	111.05
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,908.36
00390673	UNICO GLASS LLC	REPAIR SERVICES	75.00
00390679	W K HYDRAULICS INC	MOTOR	1,707.62
00390680	WALNUT CREEK FORD	AUTO PARTS	990.60
00938041	A1 TRANSMISSION	AUTO PARTS	513.90
00938053	RED WING SHOE STORE	SAFETY SHOES - R CALLAHAN	300.00
00938055	UNLIMITED GRAPHIC AND SIGN NETWORK	DECALS	3,034.41
00938074	SC FUELS	FUEL	530.15

573 Information Services Fund

Information Services

00390546	VERIZON WIRELESS	DATA SERVICES	372.33
00390567	AT AND T MCI	PHONE	164.28

Network Support & PCs

00390453	COMCAST	CONNECTION SERVICES	1,648.22
00390455	COMCAST	CONNECTION SERVICES	120.05
00390500	KIS	SUPPORT SERVICES	825.00
00390559	AMS DOT NET INC	SOFTWARE	792.94
00390567	AT AND T MCI	PHONE	560.94
00938063	DIGITAL SERVICES	WEBSITE MAINTENANCE	4,095.00

Telephone System

00390566	AT AND T MCI	PHONE	736.99
00390567	AT AND T MCI	PHONE	4,370.44

GIS Support Services

00390649	OFFICE DEPOT INC	OFFICE SUPPLIES	101.57
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CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390660	SEELCLICKFIX	SUBSCRIPTION SERVICES	2,500.00
Office Equipment Replacement			
00938043	COMPUTERLAND	COMPUTER EQUIPMENT	971.93
00938060	COMPUTERLAND	COMPUTER SUPPLIES	134.34
611	Water Fund		
Non Departmental			
00390445	BISHOP CO	SUPPLIES	880.57
00390521	PACE SUPPLY CORP	SUPPLIES	819.41
00390592	CALIF, STATE OF	USE TAX REMITTANCE	35.26
00390595	COLE SUPPLY CO INC	SUPPLIES	5,293.49
00390601	CONTRA COSTA FIRE EQUIPMENT	SUPPLIES	275.41
00390610	FASTENAL CO	SUPPLIES	697.27
00938044	GRAINGER INC	SUPPLIES	733.40
00938045	HAMMONS SUPPLY COMPANY	SUPPLIES	1,387.56
00938065	GRAINGER INC	SUPPLIES	586.26
00938066	HAMMONS SUPPLY COMPANY	SUPPLIES	205.17
Water Supervision			
00390516	NEXTEL SPRINT	CELL PHONE	142.53
00938043	COMPUTERLAND	COMPUTER EQUIPMENT	8,390.34
Water Production			
00390432	ANTIOCH ACE HARDWARE	SUPPLIES	186.80
00390434	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	57.71
00390444	BEST BEST AND KRIEGER LLP	LEGAL SERVICES RENDERED	1,875.12
00390475	ENVIRONMENTAL RESOURCE ASSOCIATES	LABORATORY STANDARDS	572.82
00390478	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	389.05
00390481	G3 ENGINEERING INC	LAB SUPPLIES	146.52
00390486	HACH CO	LAB SUPPLIES	437.04
00390516	NEXTEL SPRINT	CELL PHONE	63.61
00390528	RICE LAKE WEIGHING SYSTEMS INC	LAB SUPPLIES	40.00
00390545	UNIVAR SOLUTIONS USA INC	CHEMICALS	3,035.22
00390560	ANTIOCH ACE HARDWARE	SUPPLIES	123.49
00390564	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	173.13
00390566	AT AND T MCI	PHONE	132.80
00390567	AT AND T MCI	PHONE	1,725.01
00390585	CA-NV AWWA	ONLINE CONFERENCE	325.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	415.92
00390611	FINBERG FENCING INC	REPAIR SERVICES	450.00
00390613	FISHER SCIENTIFIC COMPANY	SUPPLIES	602.03
00390618	HACH CO	LAB SUPPLIES	57.00
00390619	HARRINGTON INDUSTRIAL PLASTICS LLC	PARTS	225.05
00390625	IDN WILCO	SUPPLIES	372.94
00390630	KARL NEEDHAM ENTERPRISES INC	CENTRIFUGE RENTAL	30,083.59
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	387,435.84
00390655	RICE LAKE WEIGHING SYSTEMS INC	PROFESSIONAL SERVICES	440.00
00390659	SECO CONTROLS LLC	CHART RECORDERS	941.67
00390674	UNITED PARCEL SERVICE	SHIPPING	53.79
00390676	UNIVAR SOLUTIONS USA INC	CHEMICALS	7,756.22
00390677	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,048.29
00390678	USA BLUEBOOK	PARTS	207.93



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00938044	GRAINGER INC	PARTS	46.31
00938053	RED WING SHOE STORE	SAFETY SHOES - G JOHNSON	250.00
00938061	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	178.48
00938064	EUROFINS EATON ANALYTICAL INC	TESTING SERVICES	900.00
00938072	PETERSON TRACTOR CO	EQUIPMENT RENTAL	6,670.17
Water Distribution			
00390432	ANTIOCH ACE HARDWARE	SUPPLIES	72.32
00390447	C AND J FAVALORA TRUCKING INC	DIRT HAULING	1,720.00
00390453	COMCAST	CONNECTION SERVICES	1,059.57
00390464	DELTA DENTAL	INSURANCE PREMIUM	151.48
00390465	DICKSON COMPANY	RECALIBRATION OF DATA LOGGERS	438.47
00390479	FURBER SAW INC	PARTS	163.82
00390516	NEXTEL SPRINT	CELL PHONE	265.96
00390521	PACE SUPPLY CORP	SUPPLIES	1,594.13
00390529	ROBERTS AND BRUNE CO	PIPE FITTINGS	5,931.75
00390544	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	37.00
00390560	ANTIOCH ACE HARDWARE	SUPPLIES	23.58
00390567	AT AND T MCI	PHONE	44.37
00390592	CALIF, STATE OF	USE TAX REMITTANCE	46.80
00390601	CONTRA COSTA FIRE EQUIPMENT	SUPPLIES	196.10
00390615	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	24,339.85
00390650	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - WATER	382.21
00390656	ROBERTS AND BRUNE CO	SUPPLIES	3,592.14
00390657	ROBERTS AND BRUNE CO	SUPPLIES	13,858.99
00390674	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	75.41
00390675	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	18.50
00938044	GRAINGER INC	SUPPLIES	371.09
00938053	RED WING SHOE STORE	SAFETY SHOES - BECKER	300.00
00938059	BADGER METER INC	WATER METER AND METER PARTS	20,986.36
00938065	GRAINGER INC	SUPPLIES	326.52
Public Buildings & Facilities			
00390485	GRAHAM CONTRACTORS INC	MICRO SURFACING	24,851.24
00390537	SWRCB	CLEANUP PROGRAM	378.21
00390549	WATERSAVERS IRRIGATION	IRRIGATION PARTS	854.40
00390577	BARTLE WELLS ASSOCIATES INC	BRACKISH WATER	1,219.00
00390578	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATIONS	441.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	80.25
00390617	GRAHAM CONTRACTORS INC	MICRO SURFACING	39,607.68
621 Sewer Fund			
Swr-Wastewater Administration			
00390447	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	1,720.00
00390453	COMCAST	CONNECTION SERVICES	1,059.57
00390464	DELTA DENTAL	INSURANCE PREMIUM	151.47
00390516	NEXTEL SPRINT	CELL PHONE	83.26
00390521	PACE SUPPLY CORP	PIPE FITTINGS	2,208.42
00390538	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	1,500.00
00390567	AT AND T MCI	PHONE	97.26
00390579	BEACH, TOBY ALAN	EXPENSE REIMBURSEMENT	120.00
00390592	CALIF, STATE OF	USE TAX REMITTANCE	51.28




CLAIMS BY FUND REPORT
FOR THE PERIOD OF
OCTOBER 2 - OCTOBER 15, 2020
FUND/CHECK#

00390615	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	24,339.85
00390640	MCCULLAH, MATTHEW MARK	EXPENSE REIMBURSEMENT	191.00
00390651	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,343.20
00390657	ROBERTS AND BRUNE CO	SUPPLIES	3,280.73
00938048	INFOSEND INC	PRINT AND MAIL SERVICES	1,690.12
00938053	RED WING SHOE STORE	SAFETY SHOES - J LEWIS	292.96
00938058	3T EQUIPMENT COMPANY	MAINTENANCE SERVICES	4,884.00
00938065	GRAINGER INC	SUPPLIES	218.62
00938073	RED WING SHOE STORE	SAFETY SHOES - HUGHES	298.73
631	Marina Fund		
Non Departmental			
00390466	DOCUT, EDISON	BERTH DEPOSIT REFUND	232.00
00390646	NOLAND, MARK	BERTH DEPOSIT REFUND	391.00
00938049	JJR CONSTRUCTION INC	RETENTION RELEASE	3,357.14
Marina Administration			
00390592	CALIF, STATE OF	USE TAX REMITTANCE	0.40
00390597	COMCAST	CONNECTION SERVICES	442.08
00390649	OFFICE DEPOT INC	OFFICE SUPPLIES	45.02
00390651	PACIFIC GAS AND ELECTRIC CO	GAS	10,583.39
00938045	HAMMONS SUPPLY COMPANY	SUPPLIES	60.09
00938066	HAMMONS SUPPLY COMPANY	SUPPLIES	693.78

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020
TO: Honorable Mayor and Members of the City Council
SUBMITTED BY: James D. Davis, City Treasurer 
SUBJECT: Treasurer's Report – September 30, 2020

RECOMMENDED ACTION

It is recommended that the City Council receive and file the September 2020 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

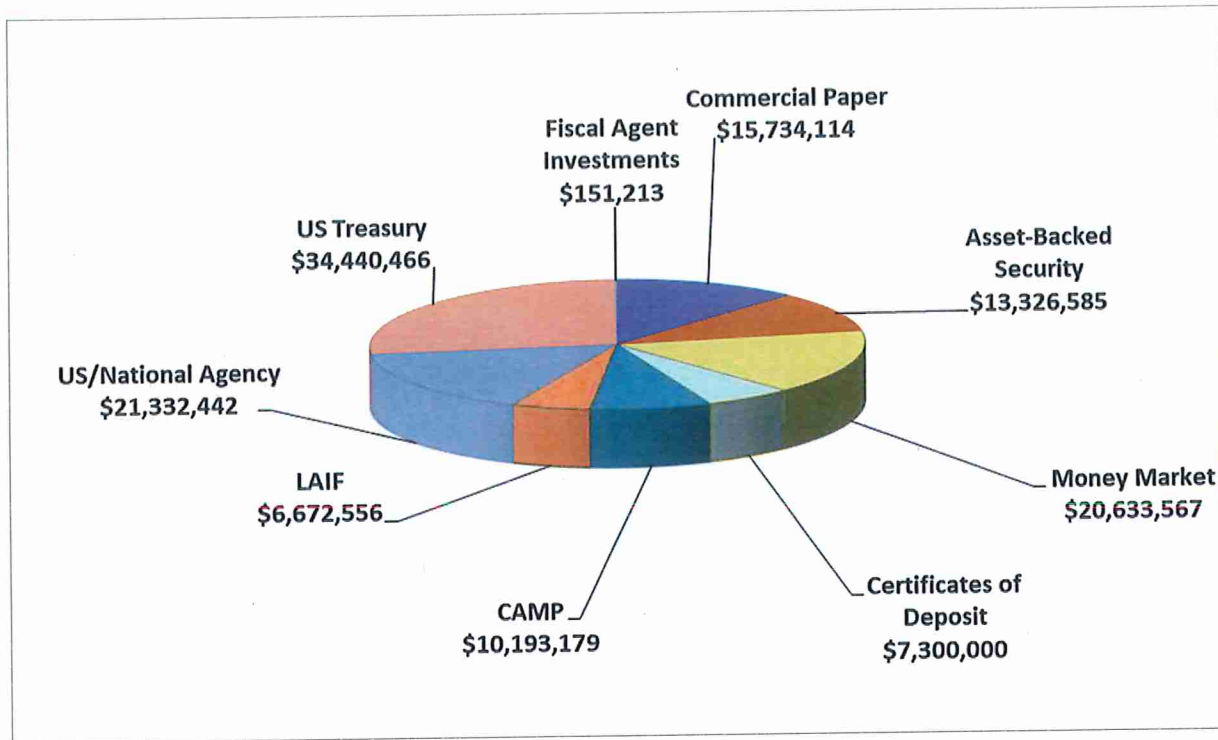
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided to comply with both reporting provisions of the Policy.

ATTACHMENT

A. Treasurer's Report

**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

September 30, 2020



Total of City and Fiscal Agent Investments = \$129,784,122

All City investments are shown above and conform to the City Investment Policy. All investment transactions during this period are included in this report. As Treasurer of the City of Antioch and Finance Director of the City of Antioch, we hereby certify that sufficient investment liquidity and anticipated revenue are available to meet the next six (6) months' estimated expenditures.


James D. Davis
Treasurer


Dawn Merchant
Finance Director

**Summary of Fiscal Agent Balances by
Debt Issue**

	<u>Amount</u>
Antioch Public Financing Authority 2015 Bonds	53
Antioch Development Agency 2009 Tax Allocation Bonds	151,159
	<u><u>\$151,213</u></u>



Account Statement - Transaction Summary

For the Month Ending **September 30, 2020**

City of Antioch - City of Antioch - 6090-001

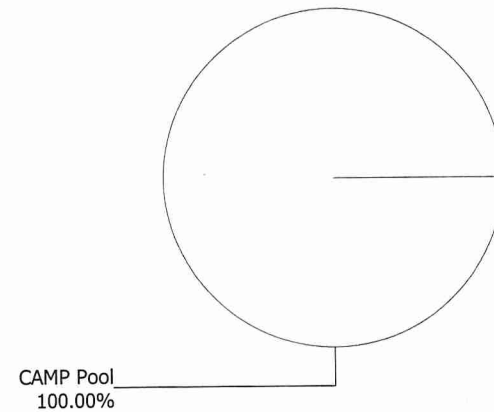
CAMP Pool

Opening Market Value	10,190,889.52
Purchases	2,289.78
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,193,179.30
Cash Dividends and Income	2,289.78

Asset Summary

	September 30, 2020	August 31, 2020
CAMP Pool	10,193,179.30	10,190,889.52
Total	\$10,193,179.30	\$10,190,889.52

Asset Allocation





Account Statement

For the Month Ending **September 30, 2020**

City of Antioch - City of Antioch - 6090-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					10,190,889.52
09/30/20	10/01/20	Accrual Income Div Reinvestment - Distributions	1.00	2,289.78	10,193,179.30
Closing Balance					10,193,179.30

	Month of September	Fiscal YTD July-September		
Opening Balance	10,190,889.52	10,185,100.88	Closing Balance	10,193,179.30
Purchases	2,289.78	8,078.42	Average Monthly Balance	10,190,965.85
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	0.27%
Check Disbursements	0.00	0.00		
Closing Balance	10,193,179.30	10,193,179.30		
Cash Dividends and Income	2,289.78	8,078.42		



Managed Account Summary Statement

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$94,280,209.43
Maturities/Calls	(447,637.57)
Principal Dispositions	(2,468,344.39)
Principal Acquisitions	2,614,561.40
Unsettled Trades	108,415.00
Change in Current Value	(103,830.41)
Closing Market Value	\$93,983,373.46

Cash Transactions Summary - Managed Account

Maturities/Calls	0.00
Sale Proceeds	2,495,257.18
Coupon/Interest/Dividend Income	67,479.77
Principal Payments	447,637.57
Security Purchases	(2,614,561.40)
Net Cash Contribution	(395,813.12)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	94,392.56
Less Purchased Interest Related to Interest/Coupons	0.00
Plus Net Realized Gains/Losses	59,771.53
Total Cash Basis Earnings	\$154,164.09

Cash Balance

Closing Cash Balance	\$0.00
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Earnings Reconciliation (Accrual Basis)

	Total
Ending Amortized Value of Securities	92,133,606.19
Ending Accrued Interest	340,695.95
Plus Proceeds from Sales	2,495,257.18
Plus Proceeds of Maturities/Calls/Principal Payments	447,637.57
Plus Coupons/Dividends Received	67,479.77
Less Cost of New Purchases	(2,723,706.27)
Less Beginning Amortized Value of Securities	(92,273,660.68)
Less Beginning Accrued Interest	(301,431.08)
Total Accrual Basis Earnings	\$185,878.63



Portfolio Summary and Statistics

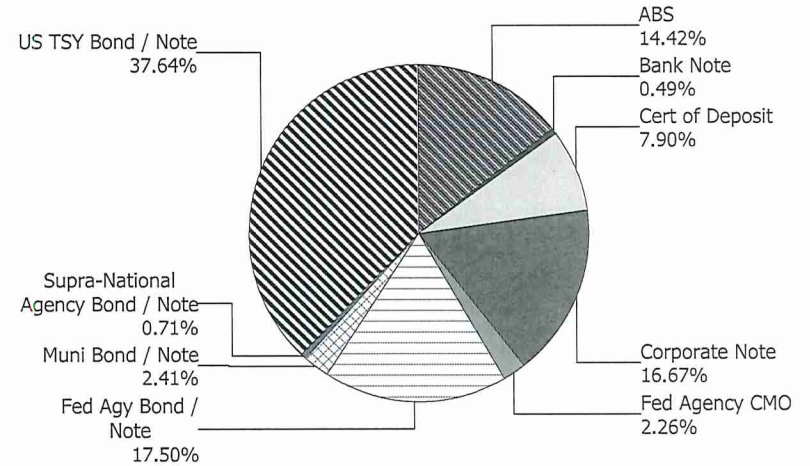
For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Account Summary

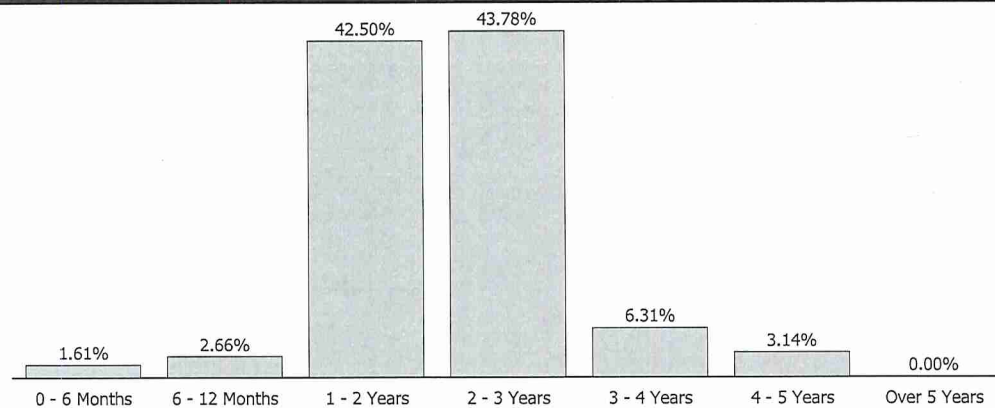
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	34,450,000.00	35,362,558.82	37.64
Supra-National Agency Bond / Note	665,000.00	668,907.54	0.71
Municipal Bond / Note	2,195,000.00	2,269,360.20	2.41
Federal Agency Collateralized Mortgage Obligation	2,068,768.62	2,126,726.74	2.26
Federal Agency Bond / Note	16,370,000.00	16,446,756.52	17.50
Corporate Note	15,195,000.00	15,665,947.01	16.67
Certificate of Deposit	7,300,000.00	7,428,565.21	7.90
Bank Note	425,000.00	457,507.83	0.49
Asset-Backed Security	13,327,811.20	13,557,043.59	14.42
Managed Account Sub-Total	91,996,579.82	93,983,373.46	100.00%
Accrued Interest		340,695.95	
Total Portfolio	91,996,579.82	94,324,069.41	

Sector Allocation



Unsettled Trades **100,000.00** **107,973.40**

Maturity Distribution



Characteristics

Yield to Maturity at Cost	1.72%
Yield to Maturity at Market	0.51%
Weighted Average Days to Maturity	775



Managed Account Issuer Summary

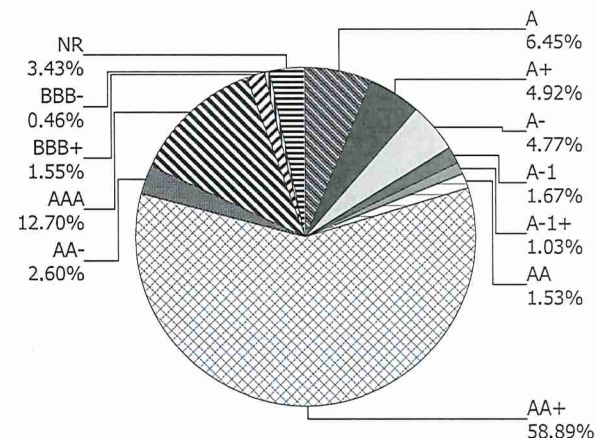
For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
3M COMPANY	258,153.00	0.27
ADOBE INC	334,796.80	0.36
ALLY AUTO RECEIVABLES TRUST	285,573.90	0.30
AMAZON.COM INC	475,608.00	0.51
AMERICAN HONDA FINANCE	824,849.55	0.88
APPLE INC	929,853.38	0.99
BANK OF AMERICA CO	1,075,949.80	1.14
BMW VEHICLE OWNER TRUST	195,497.72	0.21
BOEING COMPANY	435,572.22	0.46
CALIFORNIA ST DEPT OF WTR RESO	451,854.00	0.48
CAPITAL ONE FINANCIAL CORP	821,962.32	0.87
CAPITAL ONE PRIME AUTO REC TRUST	235,185.81	0.25
CARMAX AUTO OWNER TRUST	1,098,528.29	1.17
CATERPILLAR INC	690,179.27	0.73
CHEVRON CORPORATION	586,933.80	0.62
CITIGROUP INC	666,165.45	0.71
CLOROX COMPANY	365,273.65	0.39
COMCAST CORP	331,153.80	0.35
CREDIT AGRICOLE SA	785,152.50	0.84
CREDIT SUISSE GROUP RK	725,618.43	0.77
DEERE & COMPANY	507,400.14	0.54
DISCOVER FINANCIAL SERVICES	340,979.69	0.36
DNB ASA	907,444.13	0.97
EXXON MOBIL CORP	616,055.10	0.66
FANNIE MAE	6,827,128.21	7.26
FIFTH THIRD AUTO TRUST	291,221.78	0.31
FLORIDA ST HURRICAN CAT FUND	238,564.95	0.25
FORD CREDIT AUTO LEASE TRUST	446,556.70	0.48
FORD CREDIT AUTO OWNER TRUST	644,716.80	0.69
FREDDIE MAC	11,746,355.05	12.50
GENERAL DYNAMICS CORP	349,334.05	0.37
GM FINANCIAL AUTO LEASING TRUST	489,811.57	0.52

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL SECURITIZED TERM	852,483.94	0.91
GOLDMAN SACHS GROUP INC	405,464.40	0.43
HARLEY-DAVIDSON MOTORCYCLE TRUST	611,191.74	0.65
HOME DEPOT INC	234,462.83	0.25
HONDA AUTO RECEIVABLES	983,369.77	1.05
HONEYWELL INTERNATIONAL	615,967.07	0.66
HYUNDAI AUTO RECEIVABLES	910,246.23	0.97
IBM CORP	333,974.23	0.36
INTER-AMERICAN DEVELOPMENT BANK	668,907.54	0.71
JP MORGAN CHASE & CO	831,236.80	0.88
MARYLAND ST	476,871.50	0.51
MERCEDES-BENZ AUTO LEASE TRUST	485,454.65	0.52
MERCEDES-BENZ AUTO RECEIVABLES	316,142.28	0.34
MITSUBISHI UFJ FINANCIAL GROUP INC	783,945.05	0.83
MORGAN STANLEY	388,565.25	0.41
NATIONAL RURAL UTILITIES CO FINANCE CORP	178,336.20	0.19
NISSAN AUTO LEASE TRUST	298,464.10	0.32
NISSAN AUTO RECEIVABLES	1,318,750.60	1.40
NORDEA BANK ABP	823,636.80	0.88
NY & NJ PORT AUTH	517,624.50	0.55
PACCAR FINANCIAL CORP	666,253.91	0.71
PEPSICO INC	217,171.72	0.23
PFIZER INC	238,163.62	0.25
PNC FINANCIAL SERVICES GROUP	457,507.83	0.49
ROYAL BANK OF CANADA	970,215.05	1.03
SKANDINAVISKA ENSKILDA BANKEN AB	823,788.80	0.88
SOCIETE GENERALE	882,980.00	0.94
STATE OF CONNECTICUT	103,647.00	0.11
STATE OF WASHINGTON	480,798.25	0.51
SUMITOMO MITSUI FINANCIAL GROUP INC	725,784.45	0.77
THE BANK OF NEW YORK MELLON CORPORATION	644,209.25	0.69
THE WALT DISNEY CORPORATION	219,778.16	0.23
TOYOTA MOTOR CORP	1,514,024.26	1.61



Managed Account Issuer Summary

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
TRUIST FIN CORP	832,664.80	0.89
UNILEVER PLC	125,202.88	0.13
UNITED STATES TREASURY	35,362,558.82	37.62
US BANCORP	419,654.52	0.45
VERIZON OWNER TRUST	1,289,071.83	1.37
VOLKSWAGEN AUTO LEASE TURST	223,906.69	0.24
VOLKSWAGEN OF AMERICA	500,225.36	0.53
WORLD OMNI AUTO REC TRUST	271,240.92	0.29
Total	\$93,983,373.46	100.00%



Managed Account Detail of Securities Held

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 10/31/2014 2.000% 10/31/2021	912828F96	1,600,000.00	AA+	Aaa	11/02/18	11/02/18	1,556,375.00	2.96	13,391.30	1,584,248.74	1,632,249.92
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	2,125,000.00	AA+	Aaa	11/08/19	11/12/19	2,107,070.31	1.69	11,115.83	2,115,149.89	2,150,566.30
US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	2,375,000.00	AA+	Aaa	09/17/19	09/18/19	2,350,136.72	1.76	12,423.57	2,362,311.38	2,403,574.10
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	2,300,000.00	AA+	Aaa	01/29/19	01/31/19	2,296,675.78	2.55	12,187.50	2,298,550.27	2,370,078.24
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	3,425,000.00	AA+	Aaa	01/07/19	01/09/19	3,362,654.30	2.50	10,819.46	3,397,842.26	3,504,203.13
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	2,800,000.00	AA+	Aaa	03/01/19	03/05/19	2,796,937.50	2.54	8,940.22	2,798,573.86	2,890,562.64
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	10,908.81	1,050,384.21	1,084,125.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	AA+	Aaa	07/01/19	07/03/19	802,718.75	1.76	2,527.17	801,615.77	825,375.04
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	AA+	Aaa	06/03/19	06/05/19	3,377,768.55	1.85	10,661.52	3,376,605.37	3,482,050.95
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,350,000.00	AA+	Aaa	08/02/19	08/05/19	1,347,310.55	1.69	1,878.62	1,348,324.49	1,388,390.63
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,700,000.00	AA+	Aaa	10/03/19	10/04/19	1,713,945.31	1.34	2,365.68	1,709,178.69	1,748,343.75
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	2,857.07	447,358.98	461,320.29
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	6,349.04	997,434.07	1,025,156.20
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	19,999.49	3,134,246.23	3,229,242.03



Managed Account Detail of Securities Held

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	3,815.22	1,204,593.14	1,237,125.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	4,422.55	1,504,631.47	1,556,015.70
UNITED STATES TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	7,463.49	4,309,416.81	4,374,179.90
Security Type Sub-Total		34,450,000.00					34,368,692.38	1.84	142,126.54	34,440,465.63	35,362,558.82
Supra-National Agency Bond / Note											
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	1,172.99	664,806.06	668,907.54
Security Type Sub-Total		665,000.00					664,773.90	0.51	1,172.99	664,806.06	668,907.54
Municipal Bond / Note											
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A	A1	05/29/20	06/11/20	100,597.00	1.80	611.11	100,537.03	103,647.00
PORT AUTH OF NY/NJ T/E REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/02/20	07/08/20	255,000.00	1.09	638.48	255,000.00	258,812.25
PORT AUTH OF NY/NJ T/E REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/07/20	07/09/20	256,494.30	0.89	638.48	256,378.83	258,812.25
WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	AA+	Aaa	04/23/20	04/29/20	477,517.25	1.03	5,312.50	470,487.74	480,798.25
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	302.94	475,000.00	476,871.50
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	284.63	450,000.00	451,854.00



Managed Account Detail of Securities Held

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	123.18	235,000.00	238,564.95
Security Type Sub-Total		2,195,000.00					2,249,608.55	0.83	7,911.32	2,242,403.60	2,269,360.20
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	215,839.97	AA+	Aaa	04/11/18	04/30/18	220,133.24	2.93	640.33	217,018.86	217,320.00
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,757.76	383,618.24
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	AA+	Aaa	06/12/19	06/17/19	361,321.88	2.23	706.50	360,759.78	368,596.08
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	379,029.43	389,126.77
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	202,038.16	AA+	Aaa	09/11/19	09/16/19	203,297.05	2.08	383.87	202,887.80	208,906.45
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	267,634.95	AA+	Aaa	09/04/19	09/09/19	271,141.24	1.86	508.51	269,987.35	276,733.21
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	106,217.09	AA+	Aaa	12/07/18	12/17/18	106,216.77	3.20	283.51	106,216.90	110,015.41
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	167,038.45	AA+	Aaa	11/20/19	11/26/19	167,034.46	2.09	291.20	167,035.20	172,410.58
Security Type Sub-Total		2,068,768.62					2,084,889.03	2.33	4,447.05	2,077,693.08	2,126,726.74
Federal Agency Bond / Note											
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	800,000.00	AA+	Aaa	01/09/19	01/11/19	799,424.00	2.65	4,666.67	799,754.57	825,340.00
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	800,000.00	AA+	Aaa	01/29/19	01/31/19	800,208.00	2.62	4,666.67	800,090.28	825,340.00



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAEQ8	2,200,000.00	AA+	Aaa	04/17/20	04/20/20	2,194,500.00	0.46	3,689.58	2,195,323.74	2,208,855.00
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	1,425.00	950,675.08	953,885.50
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAER6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	2,482.50	1,654,398.39	1,661,768.95
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	828.64	922,332.61	925,808.45
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	1,567.71	1,745,367.49	1,751,529.50
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAES4	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	1,068.75	1,615,688.64	1,621,023.84
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,009.69	1,791,433.28	1,796,150.60
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	194.45	698,971.04	700,468.30
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	354.17	1,273,748.06	1,275,852.98
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	137.81	735,130.92	735,283.71
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	218.44	1,164,625.00	1,165,449.69
Security Type Sub-Total		16,370,000.00					16,344,728.02	0.58	22,310.08	16,347,539.10	16,446,756.52
Corporate Note											
BANK OF AMERICA CORP (CALLED OMD 10/01/2 DTD 09/18/2017 2.328% 10/01/2020	06051GGS2	275,000.00	A-	A2	09/22/17	09/26/17	274,560.00	2.38	3,201.00	275,000.00	275,013.75



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
BANK OF AMERICA CORP (CALLED OMD 10/01/2 DTD 09/18/2017 2.328% 10/01/2020	06051GGS2	450,000.00	A-	A2	09/13/17	09/18/17	450,000.00	2.33	5,238.00	450,000.00	450,022.50
BOEING CO NOTES DTD 07/31/2019 2.300% 08/01/2021	097023CL7	130,000.00	BBB-	Baa2	07/29/19	07/31/19	129,994.80	2.30	498.33	129,997.84	131,671.02
BOEING COMPANY NOTE DTD 10/31/2014 2.350% 10/30/2021	097023BG9	300,000.00	BBB-	Baa2	05/21/19	05/23/19	296,922.00	2.79	2,957.08	298,638.91	303,901.20
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	350,000.00	BBB+	A3	01/15/19	01/17/19	343,633.50	3.57	3,185.97	347,389.49	359,164.05
AMERICAN HONDA FINANCE CORP NOTES DTD 10/10/2018 3.375% 12/10/2021	02665WCP4	250,000.00	A-	A3	10/03/18	10/10/18	249,880.00	3.39	2,601.56	249,954.88	258,555.25
TOYOTA MOTOR CREDIT CORP BONDS DTD 01/09/2017 2.600% 01/11/2022	89236TDP7	345,000.00	A+	A1	12/28/18	12/31/18	339,172.95	3.19	1,993.33	342,541.80	354,586.86
NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	175,000.00	A	A2	01/22/20	02/05/20	174,846.00	1.79	646.53	174,897.41	178,336.20
PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022	69371RP75	170,000.00	A+	A1	02/22/19	03/01/19	169,850.40	2.88	403.75	169,929.57	176,045.71
HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	225,000.00	A	A2	11/27/18	12/06/18	224,383.50	3.34	609.38	224,730.64	234,462.83
3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022	88579YBF7	250,000.00	A+	A1	02/12/19	02/22/19	249,882.50	2.77	572.92	249,945.03	258,153.00
EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	375,000.00	AA	Aa1	11/26/18	11/28/18	363,615.00	3.38	624.22	370,032.17	384,798.75
PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022	717081ER0	230,000.00	AA-	A1	03/04/19	03/11/19	229,986.20	2.80	357.78	229,993.38	238,163.62
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	105,000.00	A+	A1	07/24/19	07/26/19	107,086.35	2.22	140.00	106,120.16	108,799.32
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	300,000.00	A+	A1	07/24/19	07/26/19	305,925.00	2.22	400.00	303,181.12	310,855.20



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022	24422EUT4	275,000.00	A	A2	03/04/19	03/07/19	274,868.00	2.97	4,056.25	274,935.59	285,627.38
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	400,000.00	BBB+	A3	02/13/19	02/15/19	395,608.00	3.36	5,166.67	397,845.43	405,464.40
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	400,000.00	A+	A1	05/03/19	05/10/19	399,784.00	2.67	4,151.67	399,884.51	414,494.80
APPLE INC CORP NOTES DTD 05/13/2015 2.700% 05/13/2022	037833BF6	400,000.00	AA+	Aa1	06/12/19	06/14/19	405,032.00	2.25	4,140.00	402,785.57	415,880.80
MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	375,000.00	BBB+	A3	04/05/19	04/09/19	372,513.75	2.97	3,781.25	373,697.78	388,565.25
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	800,000.00	A-	A3	03/11/19	03/18/19	799,976.00	3.05	6,845.56	799,987.35	832,664.80
AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	550,000.00	A-	A3	06/24/19	06/27/19	549,494.00	2.23	3,159.44	549,707.30	566,294.30
IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	A	A2	10/30/19	11/01/19	323,966.50	1.99	1,015.63	324,311.34	333,974.23
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	A	A2	07/30/19	08/08/19	164,833.35	2.19	522.27	164,897.21	170,306.24
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	445,000.00	A	A2	08/17/20	08/19/20	445,000.00	0.48	250.76	445,000.00	445,660.83
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	175,000.00	A	A1	09/03/19	09/05/19	175,483.00	1.85	360.21	175,308.17	180,234.95
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	250,000.00	A	A1	08/20/19	08/23/19	249,920.00	1.96	514.58	249,949.56	257,478.50
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022	254687FJ0	215,000.00	A-	A2	09/03/19	09/06/19	214,533.45	1.72	295.63	214,700.66	219,778.16



Managed Account Detail of Securities Held

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	1491303A5	420,000.00	A	A3	09/03/19	09/06/19	419,416.20	1.95	554.17	419,624.47	431,962.02
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	212.50	224,975.22	231,119.10
CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	A-	Baa1	05/07/20	05/11/20	366,002.00	1.07	474.44	363,010.78	365,273.65
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	1491303C1	250,000.00	A	A3	01/09/20	01/13/20	249,885.00	1.97	1,801.04	249,913.97	258,217.25
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	657.78	199,891.58	206,495.80
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	283.33	99,893.18	103,014.40
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	A	A2	01/23/20	02/03/20	224,948.25	1.71	637.50	224,959.65	231,782.40
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	800,000.00	A-	A2	03/15/19	03/22/19	800,000.00	3.21	12,828.00	800,000.00	831,236.80
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	AA	Aa1	05/11/20	05/13/20	227,902.50	1.12	1,629.91	227,518.95	231,256.35
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	671.88	214,633.78	217,171.72
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA	Aa2	05/07/20	05/11/20	130,000.00	1.14	576.84	130,000.00	132,405.65
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	816.67	279,337.86	282,853.48
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A	A2	05/11/20	05/13/20	347,642.75	1.02	4,143.75	344,650.60	349,334.05



Managed Account Detail of Securities Held

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	AA-	A2	06/01/20	06/03/20	474,335.00	0.45	622.78	474,407.88	475,608.00
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371RO82	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	188.33	74,906.70	75,713.40
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	AA	Aa2	02/25/20	02/27/20	446,560.25	1.62	3,654.14	442,703.22	454,528.15
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	220,000.00	A	A2	06/01/20	06/04/20	219,819.60	0.73	500.50	219,838.67	221,772.76
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	A+	A1	05/20/20	05/26/20	499,815.00	1.36	675.00	499,834.97	512,976.50
UNILEVER CAPITAL CORP CORPORATE NOTES DTD 09/14/2020 0.375% 09/14/2023	904764BJ5	125,000.00	A+	A1	09/08/20	09/14/20	124,840.00	0.42	22.14	124,842.48	125,202.88
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	5,118.33	325,756.19	331,153.80
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	1,915.71	300,000.00	307,001.40
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	729.87	108,415.00	107,973.40
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	1,642.20	244,854.83	242,940.15
Security Type Sub-Total		15,195,000.00					15,287,764.50	2.13	98,046.58	15,289,332.85	15,665,947.01
Certificate of Deposit											
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	775,000.00	A-1	P-1	02/27/19	02/28/19	775,000.00	2.94	13,938.38	775,000.00	783,945.05



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/02/2021	22535CDU2	775,000.00	A-1	P-1	04/03/19	04/04/19	775,000.00	2.83	10,844.40	775,000.00	785,152.50
ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	950,000.00	A-1+	P-1	06/07/18	06/08/18	950,000.00	3.24	9,747.00	950,000.00	970,215.05
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	725,000.00	A+	A1	08/05/20	08/07/20	725,000.00	0.52	575.97	725,000.00	725,618.43
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	A	A1	02/14/20	02/19/20	875,000.00	1.80	2,056.25	875,000.00	882,980.00
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	725,000.00	A	A1	07/10/20	07/14/20	725,000.00	0.70	1,113.68	725,000.00	725,784.45
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.84	1,480.00	800,000.00	823,636.80
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.85	1,488.00	800,000.00	823,788.80
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	5,999.58	875,000.00	907,444.13
Security Type Sub-Total		7,300,000.00					7,300,000.00	2.02	47,243.26	7,300,000.00	7,428,565.21
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	4,669.10	444,780.74	457,507.83
Security Type Sub-Total		425,000.00					454,818.00	1.28	4,669.10	444,780.74	457,507.83
Asset-Backed Security											
GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	33,674.26	AAA	Aaa	09/18/18	09/26/18	33,671.60	3.18	32.72	33,673.56	33,730.20
MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	358,482.29	AAA	NR	11/15/18	11/20/18	358,474.26	3.21	511.43	358,479.57	360,450.90



Managed Account Detail of Securities Held

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	122,287.92	NR	Aaa	09/18/18	09/21/18	122,277.58	3.19	173.38	122,284.07	122,749.50
GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	224,697.58	AAA	Aaa	02/13/19	02/21/19	224,662.30	2.99	204.60	224,682.38	226,278.48
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	321,041.75	AAA	NR	02/20/19	02/25/19	321,016.64	2.90	413.79	321,029.12	323,807.20
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	AAA	Aaa	07/16/19	07/24/19	294,983.24	2.27	297.62	294,989.95	298,464.10
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	AAA	NR	10/01/19	10/04/19	219,996.52	1.99	133.77	219,997.62	223,906.69
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	253,975.88	AAA	Aaa	12/04/18	12/12/18	253,972.83	3.20	361.21	253,974.20	258,085.84
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	655,232.31	AAA	Aaa	11/20/18	11/28/18	655,134.36	3.16	920.24	655,178.04	667,242.65
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	320,000.00	AAA	Aaa	10/31/18	11/07/18	319,930.78	3.19	452.27	319,961.01	325,952.29
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	120,000.00	AAA	NR	02/19/19	02/27/19	119,996.78	2.83	122.63	119,998.04	122,532.89
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	490,181.73	AAA	Aaa	11/15/18	11/21/18	490,161.14	3.25	486.78	490,169.83	500,225.36
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	277,405.26	AAA	NR	07/18/18	07/25/18	277,367.45	3.13	385.90	277,384.36	282,546.22
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	AAA	NR	04/03/19	04/10/19	334,955.91	2.66	396.04	334,971.50	341,793.47
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	775,000.00	AAA	Aaa	12/04/18	12/12/18	774,851.51	3.22	1,109.11	774,910.96	791,492.47
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	AAA	Aaa	08/20/19	08/27/19	189,998.42	1.78	150.31	189,998.86	193,594.23



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	AAA	Aaa	09/22/20	09/29/20	229,977.97	0.45	5.75	229,978.01	229,802.89
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	280,000.00	NR	Aaa	02/05/19	02/13/19	279,966.18	2.91	362.13	279,978.21	285,573.90
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	285,000.00	AAA	NR	10/17/18	10/24/18	284,997.38	3.36	425.60	284,998.42	292,226.72
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	630,000.00	NR	Aaa	03/19/19	03/22/19	629,893.97	2.78	778.40	629,930.15	644,716.80
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	515,000.00	NR	Aaa	02/05/19	02/13/19	514,921.98	2.90	663.78	514,949.25	527,258.13
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	AAA	NR	09/15/20	09/23/20	124,993.66	0.40	11.11	124,993.70	125,003.75
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	230,000.00	AAA	Aaa	05/21/19	05/30/19	229,953.40	2.51	256.58	229,967.41	235,185.81
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	385,832.22	NR	Aaa	01/08/19	01/16/19	385,789.51	2.97	477.47	385,804.61	393,484.43
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	285,000.00	AAA	Aaa	04/30/19	05/08/19	284,937.36	2.65	334.40	284,956.43	291,221.78
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	400,000.00	NR	Aaa	06/19/19	06/26/19	399,969.04	2.34	416.00	399,977.50	407,216.12
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	450,000.00	AAA	Aaa	04/09/19	04/17/19	449,963.37	2.65	496.88	449,974.43	458,999.51
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	AAA	NR	04/09/19	04/17/19	264,972.92	2.68	315.64	264,980.97	272,318.29
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,966.48	568,326.88
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,978.61	220,476.70



Managed Account Detail of Securities Held

For the Month Ending **September 30, 2020**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	AAA	NR	08/28/19	09/05/19	799,798.56	1.73	611.56	799,842.28	821,962.32
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	1.87	166.22	199,962.62	203,975.62
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	AAA	Aaa	07/21/20	07/27/20	319,975.36	0.44	62.58	319,976.42	320,508.61
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,942.27	340,979.69
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	AAA	NR	07/08/20	07/15/20	194,985.28	0.48	15.60	194,986.01	195,497.72
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,958.72	251,437.06
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	AAA	NR	07/14/20	07/22/20	309,941.97	0.48	66.13	309,944.53	310,366.92
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	AAA	NR	06/16/20	06/23/20	314,975.40	0.55	77.00	314,976.85	316,142.28
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	65.28	499,898.18	500,268.25
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	AAA	NR	06/16/20	06/24/20	269,978.83	0.63	75.60	269,980.00	271,240.92
Security Type Sub-Total		13,327,811.20					13,326,107.92	2.30	12,769.03	13,326,585.13	13,557,043.59
Managed Account Sub-Total		91,996,579.82					92,081,382.30	1.72	340,695.95	92,133,606.19	93,983,373.46
Securities Sub-Total		\$91,996,579.82					\$92,081,382.30	1.72%	\$340,695.95	\$92,133,606.19	\$93,983,373.46
Accrued Interest											\$340,695.95
Total Investments											\$94,324,069.41

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest	Total	Cost	
BUY									
09/02/20	09/04/20	FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	(735,134.22)	0.00	(735,134.22)		
09/02/20	09/04/20	FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	(1,164,615.55)	0.00	(1,164,615.55)		
09/03/20	09/16/20	FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	(235,000.00)	0.00	(235,000.00)		
09/08/20	09/14/20	UNILEVER CAPITAL CORP CORPORATE NOTES DTD 09/14/2020 0.375% 09/14/2023	904764BJ5	125,000.00	(124,840.00)	0.00	(124,840.00)		
09/15/20	09/23/20	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	(124,993.66)	0.00	(124,993.66)		
09/22/20	09/29/20	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	(229,977.97)	0.00	(229,977.97)		
09/28/20	10/01/20	BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	(108,415.00)	(729.87)	(109,144.87)		
Transaction Type Sub-Total				2,715,000.00	(2,722,976.40)	(729.87)	(2,723,706.27)		
INTEREST									
09/01/20	09/01/20	PACCAR FINANCIAL CORP NOTE DTD 03/01/2019 2.850% 03/01/2022	69371RP75	170,000.00	0.00	2,422.50	2,422.50		
09/01/20	09/01/20	3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022	88579YBF7	250,000.00	0.00	3,437.50	3,437.50		
09/01/20	09/01/20	WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022	254687FJ0	215,000.00	0.00	1,773.75	1,773.75		
09/01/20	09/01/20	HOME DEPOT INC DTD 12/06/2018 3.250% 03/01/2022	437076BV3	225,000.00	0.00	3,656.25	3,656.25		
09/01/20	09/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	484,139.30	0.00	1,079.41	1,079.41		
09/01/20	09/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	167,328.26	0.00	291.71	291.71		
09/01/20	09/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	191,846.14	0.00	512.07	512.07		



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
09/01/20	09/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	0.00	706.50	706.50			
09/01/20	09/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			
09/01/20	09/25/20	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
09/01/20	09/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	222,380.82	0.00	661.70	661.70			
09/06/20	09/06/20	CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	14913Q3A5	420,000.00	0.00	3,990.00	3,990.00			
09/06/20	09/06/20	EXXON MOBIL CORP (CALLABLE) NOTE DTD 03/06/2015 2.397% 03/06/2022	30231GAJ1	375,000.00	0.00	4,494.38	4,494.38			
09/11/20	09/11/20	PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022	717081ER0	230,000.00	0.00	3,220.00	3,220.00			
09/11/20	09/11/20	APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	0.00	1,912.50	1,912.50			
09/15/20	09/15/20	CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	0.00	5,337.50	5,337.50			
09/15/20	09/15/20	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	280,000.00	0.00	679.00	679.00			
09/15/20	09/15/20	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	276,578.92	0.00	737.54	737.54			
09/15/20	09/15/20	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	295,000.00	0.00	558.04	558.04			
09/15/20	09/15/20	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	400,000.00	0.00	780.00	780.00			
09/15/20	09/15/20	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	265,000.00	0.00	591.83	591.83			
09/15/20	09/15/20	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	705,905.99	0.00	1,858.89	1,858.89			
09/15/20	09/15/20	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	09/15/20	09/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	164,906.87	0.00	438.38	438.38			
	09/15/20	09/15/20	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	630,000.00	0.00	1,459.50	1,459.50			
	09/15/20	09/15/20	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	775,000.00	0.00	2,079.58	2,079.58			
	09/15/20	09/15/20	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	285,000.00	0.00	798.00	798.00			
	09/15/20	09/15/20	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	230,000.00	0.00	481.08	481.08			
	09/15/20	09/15/20	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	0.00	144.38	144.38			
	09/15/20	09/15/20	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	285,000.00	0.00	627.00	627.00			
	09/15/20	09/15/20	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	320,000.00	0.00	848.00	848.00			
	09/15/20	09/15/20	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	0.00	141.75	141.75			
	09/15/20	09/15/20	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	433,065.40	0.00	1,158.45	1,158.45			
	09/15/20	09/15/20	US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	405,000.00	0.00	6,075.00	6,075.00			
	09/15/20	09/15/20	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	335,000.00	0.00	742.58	742.58			
	09/15/20	09/15/20	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	330,000.00	0.00	797.50	797.50			
	09/15/20	09/15/20	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	515,000.00	0.00	1,244.58	1,244.58			
	09/15/20	09/15/20	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	0.00	1,146.67	1,146.67			
	09/15/20	09/15/20	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
	09/15/20	09/15/20	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale
Trade	Settle				Proceeds	Interest		Cost	Amort Cost	Method
INTEREST										
09/15/20	09/15/20	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	296,197.73	0.00	772.58	772.58			
09/15/20	09/15/20	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
09/15/20	09/15/20	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	0.00	124.00	124.00			
09/15/20	09/15/20	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	0.00	117.33	117.33			
09/16/20	09/16/20	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	411,505.28	0.00	1,018.48	1,018.48			
09/16/20	09/16/20	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	450,000.00	0.00	993.75	993.75			
09/18/20	09/18/20	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	120,000.00	0.00	283.00	283.00			
09/20/20	09/20/20	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
09/20/20	09/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	61,518.17	0.00	163.02	163.02			
09/20/20	09/20/20	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	254,249.66	0.00	631.39	631.39			
09/20/20	09/20/20	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			
09/20/20	09/20/20	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
09/20/20	09/20/20	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	529,594.85	0.00	1,434.32	1,434.32			
09/21/20	09/21/20	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	254.58	254.58			
09/25/20	09/25/20	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	0.00	78.00	78.00			
Transaction Type Sub-Total				18,354,217.39	0.00	67,479.77	67,479.77			
PAYDOWNS										



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal	Accrued	Total	Realized G/L	Realized G/L	Sale	
Trade	Settle				Proceeds	Interest		Cost	Amort Cost		Method
PAYDOWNS											
09/01/20	09/25/20	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	6,540.85	6,540.85	0.00	6,540.85	(130.10)	0.00		
09/01/20	09/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	8,243.30	8,243.30	0.00	8,243.30	(108.00)	0.00		
09/01/20	09/25/20	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	85,629.05	85,629.05	0.00	85,629.05	0.26	0.00		
09/01/20	09/25/20	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	289.81	289.81	0.00	289.81	0.01	0.00		
09/01/20	09/25/20	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	6,222.89	6,222.89	0.00	6,222.89	(38.77)	0.00		
09/15/20	09/15/20	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	50,673.68	50,673.68	0.00	50,673.68	7.58	0.00		
09/15/20	09/15/20	MBALT 2018-B A3 DTD 11/20/2018 3.210% 09/15/2021	58769LAC6	74,583.11	74,583.11	0.00	74,583.11	1.67	0.00		
09/15/20	09/15/20	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	8,958.25	8,958.25	0.00	8,958.25	0.70	0.00		
09/15/20	09/15/20	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	18,792.47	18,792.47	0.00	18,792.47	2.56	0.00		
09/15/20	09/15/20	FORDL 2018-B A3 DTD 09/21/2018 3.190% 12/15/2021	34531LAD2	42,618.95	42,618.95	0.00	42,618.95	3.60	0.00		
09/15/20	09/15/20	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	22,603.04	22,603.04	0.00	22,603.04	0.27	0.00		
09/16/20	09/16/20	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	25,673.06	25,673.06	0.00	25,673.06	2.84	0.00		
09/20/20	09/20/20	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	29,552.08	29,552.08	0.00	29,552.08	4.64	0.00		
09/20/20	09/20/20	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	39,413.12	39,413.12	0.00	39,413.12	1.66	0.00		
09/20/20	09/20/20	GMALT 2018-3 A3 DTD 09/26/2018 3.180% 06/20/2021	36256GAD1	27,843.91	27,843.91	0.00	27,843.91	2.20	0.00		
Transaction Type Sub-Total				447,637.57	447,637.57	0.00	447,637.57	(248.88)	0.00		
SELL											



Managed Account Security Transactions & Interest

For the Month Ending September 30, 2020

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
Trade	Settle									
SELL										
09/02/20	09/04/20	BURLINGTON NORTH SANTA FE CORP NOTES DTD 08/22/2011 3.450% 09/15/2021	12189LAF8	285,000.00	292,008.15	4,615.81	296,623.96	(96.90)	3,511.42	FIFO
09/02/20	09/04/20	FEDERAL HOME LOAN BANKS NOTES DTD 10/12/2018 3.000% 10/12/2021	3130AF5B9	325,000.00	335,244.00	3,845.83	339,089.83	10,478.00	10,331.72	FIFO
09/02/20	09/04/20	PFIZER INC CORP NOTE DTD 09/07/2018 3.000% 09/15/2021	717081EM1	450,000.00	463,027.50	6,337.50	469,365.00	13,635.00	13,234.40	FIFO
09/02/20	09/04/20	3M COMPANY DTD 09/14/2018 3.000% 09/14/2021	88579YBA8	175,000.00	179,642.75	2,479.17	182,121.92	5,001.50	4,765.50	FIFO
09/02/20	09/04/20	MORGAN STANLEY CORP NOTES DTD 04/21/2016 2.500% 04/21/2021	61746BEA0	350,000.00	354,847.50	3,232.64	358,080.14	10,727.50	6,007.29	FIFO
09/02/20	09/04/20	CATERPILLAR FINANCIAL SERVICES CORP CORP DTD 09/07/2018 3.150% 09/07/2021	14913Q2N8	205,000.00	210,957.30	3,174.94	214,132.24	6,115.15	6,010.30	FIFO
09/28/20	09/29/20	US TREASURY NOTES DTD 10/31/2016 1.250% 10/31/2021	912828T67	625,000.00	632,617.19	3,226.90	635,844.09	14,160.16	10,973.21	FIFO
Transaction Type Sub-Total				2,415,000.00	2,468,344.39	26,912.79	2,495,257.18	60,020.41	54,833.84	
Managed Account Sub-Total					193,005.56	93,662.69	286,668.25	59,771.53	54,833.84	
Total Security Transactions					\$193,005.56	\$93,662.69	\$286,668.25	\$59,771.53	\$54,833.84	

Bolded items are forward settling trades.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

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

SUBJECT: Second Reading - Proposed Amendments to the Cannabis Business Ordinance (Antioch Municipal Code Sections 9-5.203, 9-5.3845) Adding a Definition of Commercial Cannabis Use, Replacing Development Agreement with Operating Agreement, and Specifying Minimum Conditions of an Operating Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt the proposed Cannabis Business Ordinance, attached hereto as "Attachment A," Antioch Municipal Code Sections 9-5.203, 9-5.3845, adding a definition of commercial cannabis use, replacing development agreement with an operating agreement, and specifying minimum conditions for an operating agreement.

FISCAL IMPACT

The proposed action will have no effect on the City's budget.

DISCUSSION

The proposed cannabis business ordinance includes three new areas: a new definition; modifying the existing ordinance to require an operating agreement rather than a development agreement; and specifying additional minimum conditions for the operating agreement. Each is discussed below.

1. Adding definition of commercial cannabis use.

The proposed ordinance adds the definition of "commercial cannabis use" to § 9-5.203 of Article 5 of the Antioch Municipal Code. Currently, the AMC regulates a "cannabis business," defined as a person, partnership, corporation, company, association, collective, or cooperative which engages in commercial cannabis use(s)." However, "commercial cannabis use is not defined. The proposed new definition defines that term broadly.

2. Substituting "operating agreement" for "development agreement."

On September 10, 2019, the City Council adopted Resolution 2019/143, which specified that, for cannabis businesses with approved cannabis business use permits ("CBUP"),

the City would use an operating agreement, rather than a development agreement, for the business. This change memorializes the City Council's action and makes the requirement of an operating agreement applicable to any unapproved cannabis business in the City.

3. Including additional terms and conditions of an operating agreement.

Currently, § 9-3845 of Article 5 of the Antioch Municipal Code states that the operating agreement must include public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that would protect and promote the public health, safety and welfare. The operating agreement currently used by the City includes additional terms, which would be referenced in the proposed amendment. These terms are:

- (1) Providing a public outreach and education program;
- (2) Implementing and maintaining a social equity program (clarifying the prior reference to "community service");
- (3) Payment of fees and other charges, which may be imposed on gross receipts and/or square footage of cultivation, or such other methodology as determined by the City Council;
- (4) Implementing and maintaining a security plan to be approved by the Chief of Police;
- (5) Odor control and mitigation plan;
- (6) Payment of fees and charges;
- (7) Record keeping;
- (8) City's periodic review of operations and related matters;
- (9) Insurance;
- (10) Indemnification;
- (11) Assignability;
- (12) Procedures for amendment;
- (13) Hours of operation;
- (14) Signage;
- (15) External lighting; and
- (16) Such other terms and conditions that will protect and promote the public health, safety, and welfare.

In addition, the proposed amendment makes clear that the operating agreement is non-transferable to a different operator or to a different business without the City's approval on the terms and conditions set forth in the operating agreement.

ATTACHMENTS

A. Ordinance

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING ARTICLE 3845 OF CHAPTER 5 OF TITLE 9 OF THE ANTIOCH
MUNICIPAL CODE ADDING DEFINITION OF COMMERCIAL CANNABIS USE,
REPLACING DEVELOPMENT AGREEMENT WITH OPERATING AGREEMENT AND
SPECIFYING MINIMUM CONDITIONS OF AN OPERATING AGREEMENT**

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

SECTION 1.

The City Council enacted Ordinance No. 2143-C-S on June 26, 2018 and Ordinance No. 2165-C-S on April 23, 2019 regarding Cannabis Businesses.

SECTION 2.

On September 10, 2019, the City Council adopted Resolution No. 2019/143, which specified that, for cannabis businesses ("CBUP") whose applications were deemed complete prior to the enactment of Ordinance No. 2165-C-S on April 23, 2019, the City would use an operating agreement, rather than a development agreement, for the business. This ordinance makes the requirement of an operating agreement, rather than a development agreement, applicable to all unapproved cannabis businesses in the City.

SECTION 3. Add the following definitions to Section 9-5.203 DEFINITIONS

COMMERCIAL CANNABIS USE. Any commercial cannabis activity which is or may be licensed pursuant to state law including, but not limited to, cultivation, possession, distribution, laboratory testing, labeling, retail, delivery, sale, or manufacture of cannabis or cannabis products. "Commercial cannabis use" shall not include legal cannabis activities carried out exclusively for one's personal use that do not involve commercial activity or sales and that do not require a state license or permit.

SECTION 4. Modify the following Section to Chapter 5 of Title 9 of the Antioch Municipal Code:

Section 9-5.3845 CANNABIS BUSINESSES

A cannabis business may be established within the Cannabis Business (CB) Zoning Overlay District only under the following conditions:

- (A) A cannabis business may be established only under the conditions set forth herein. No other cannabis business or commercial cannabis use shall be allowed within the City except as authorized by this Article.

- (B) A use permit from the City Council is required for all cannabis businesses. The application for the use permit shall be considered by the Planning Commission which shall make a recommendation to the City Council.
- Prior to operating in the City and as a condition of issuance of a use permit, the operator of each cannabis business shall enter into and maintain compliance with an operating agreement, setting forth the terms and conditions under which the cannabis business will operate. Such requirements for the cannabis business operator shall include, but are not limited to, the following:
- (1) Providing a public outreach and education program;
 - (2) Implementing and maintaining a social equity program;
 - (3) Payment and reporting of fees and other charges, which may be imposed on gross receipts and/or square footage of cultivation, or such other methodology as determined by the City Council;
 - (4) Implementing and maintaining a security plan to be approved by the Chief of Police;
 - (5) Implementing and maintaining an odor control and mitigation plan;
 - (6) Payment of fees and charges including, but not limited to administrative and penalty fees;
 - (7) Record keeping;
 - (8) Compliance with City's requirements for periodic review and audit of the cannabis business's operations and related matters;
 - (9) Insurance coverage as required by the City;
 - (10) Indemnification of the City, its officers, officials, employees, agents and consultants;
 - (11) Assignability;
 - (12) Procedures for amendment of the operating agreement;
 - (13) Hours of operation;
 - (14) Signage;
 - (15) External lighting; and
 - (16) Such other terms and conditions that will protect and promote the public health, safety, and welfare
- (C) A cannabis business shall be located no closer than 600 feet from the following:
- (1) Any private or public school serving students grade kindergarten through high school;
 - (2) Any public park owned or operated by the City;
 - (3) Any property occupied by a residential land use or with a residential or general plan land use designation or zoning designation; and
 - (4) A child care center, as defined by this municipal code.
- (D) In addition to the standard findings for approval of a use permit, the City Council shall make the following additional finding in support of approval of a use permit for a cannabis business.
- (1) That the location and site characteristics of the proposed cannabis business are consistent with all applicable state laws and City standards or guidelines, that all provisions have been made to ensure that the operation of

the cannabis business will not create excessive demands for police service or other public services, and that the cannabis business will benefit the City.

SECTION 5. Severability.

Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

SECTION 6. CEQA.

The above amendments to the City's Municipal Code are exempt from environmental review per CEQA Guidelines under the General Rule, 14 California Code of Regulations, section 15061(b)(3).

SECTION 7. Publication; Effective Date.

This Ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

* * * * *

I **HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the ____ of ____ 2020, and passed and adopted at a regular meeting thereof, held on the ____ of ____ 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sean Wright, Mayor of the City of Antioch

ATTEST:

Arne Simonsen, MMC
City Clerk of the City of Antioch

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Tracy Shearer, Assistant Engineer *AS*

REVIEWED BY: Scott Buenting, Project Manager

APPROVED BY: John Samuelson, Public Works Director/City Engineer *JS*

SUBJECT: Update on the City of Antioch Groundwater Sustainability Agency and the Development of a Groundwater Sustainability Plan for the East Contra Costa County Subbasin (P.W. 704-3)

RECOMMENDED ACTION

It is recommended that the City Council receive and file this update.

FISCAL IMPACT

The fiscal year 20/21 Capital Improvement Budget includes funding through the Water Enterprise Fund for water related studies and planning activities, including activities related to the City's Groundwater Sustainability Agency and the development of a Groundwater Sustainability Plan.

DISCUSSION

In 2015, the State of California implemented the Sustainable Groundwater Management Act ("SGMA") and established a framework of priorities and requirements to assist local agencies sustainably manage groundwater within a basin or subbasin. Although the City of Antioch does not currently use groundwater, the City's service area overlaid a portion of the Tracy Subbasin, which had been identified by the State of California as basin number 5-2215.

On March 28, 2017, the City Council authorized the City's formation of a Groundwater Sustainability Agency ("GSA") to manage its portion of the Tracy Subbasin. In addition, the City Council authorized the execution of a MOU with the City of Brentwood, Byron-Bethany Irrigation District, Contra Costa Water District, Contra Costa County, Diablo Water District, Discovery Bay Community Services District and the East Contra Costa Irrigation District for collectively developing and implementing a single Groundwater Sustainability Plan ("GSP") for the East Contra Costa County ("ECCC") portion of the Tracy Subbasin.

On September 11, 2018, a Basin Boundary Modification to split the Tracy Subbasin along the Contra Costa/San Joaquin County line was submitted to the Department of Water Resources ("DWR"). Final approval of the Boundary Modifications was awarded February 11, 2019.

On December 18, 2018, the ECCC GSP member agencies received a Proposition 1 grant in the amount of \$540,000. On April 30, 2020, the Tracy Subbasin was awarded a Proposition 68 grant in the amount of \$1,078,000, which will be split between the East Contra Costa and San Joaquin County portions of the subbasin. This grant funding is being utilized to draft the new GSP for the ECCC Subbasin.

As of October 2020, Sections 1, (Introduction) and Section 2 (Plan Area) have been reviewed by the GSAs and the public; Section 3 (Basin Setting) has been reviewed by the GSAs and will be posted on the ECCC Subbasin website for public review; and the GSAs are currently reviewing Section 4 (Water Budget) of the GSP.

The GSAs held a virtual meeting on July 9, 2020 which reviewed all ECCC GSP progress to date with interested members of the public. A total of 26 non-GSA related parties attended and participated during this public outreach event.

ATTACHMENTS


None

CITY OF
ANTIOCH
CALIFORNIA


STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Junming Li, Junior Engineer 

REVIEWED BY: Scott Buenting, Project Manager

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Consideration of Bids for the Hillcrest and Donlon Booster Pumping Station Improvements (P.W. 477-BP2)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to the fiscal year 20/21 capital improvement budget carrying forward \$1,199,278 in unspent fiscal year 19/20 budgeted funds designated for the James Donlon Pump Station and \$1,524,379 in unspent fiscal year 19/20 budgeted funds designated for the Hillcrest Pump Station ("Project"); and
2. Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder Mountain Cascade, Inc.; and
3. Authorizing the City Manager to execute the Agreement with Mountain Cascade, Inc. for a total amount of \$1,976,000.

FISCAL IMPACT

Approval of this budget amendment will carry forward a total of \$2,723,657 (for both James Donlon and Hillcrest Booster Pump Stations) in unspent budgeted funds designated for this Project from fiscal year 19/20 to the fiscal year 20/21 capital improvement budget.

DISCUSSION

On October 13, 2020, ten (10) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Mountain Cascade, Inc. of Livermore in the amount of \$1,976,000. The bids have been checked and found to be without errors or omissions.

This Project will generally consist of replacing existing booster pumps, appurtenances, and electrical equipment at the Hillcrest Booster Pump Station (BPS), as well as adding one additional pump and a new, diesel-fueled standby generator at the Donlon BPS. Additional work shall include, but not be limited to, structural improvements at both BPSs, improvements to the City's connection to Contra Costa Water District's (CCWD's) Multi-Purpose-Pipeline at the Hillcrest BPS, and building improvements at the Hillcrest BPS, which include paint coating, sidewalk improvements, new lighting and recalibration of the existing flow meter.

ATTACHMENTS

- A: Resolution
- B: Bid Tabulation
- C: Construction Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AMENDING THE FISCAL YEAR 20/21 CAPITAL IMPROVEMENT BUDGET,
AWARDING THE HILLCREST AND DONLON BOOSTER PUMPING STATION
IMPROVEMENTS AGREEMENT, APPROVING A CONSTRUCTION AGREEMENT
WITH MOUNTAIN CASCADE, INC., AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT
P.W. 477-BP2**

WHEREAS, an amendment to increase the fiscal year 20/21 capital improvement budget by carrying forward \$1,199,278 in unspent budgeted funds designated for the James Donlon Pump Station and \$1,524,379 in unspent budgeted funds designated for the Hillcrest Pump Station ("Project") in fiscal year 19/20 has been considered by the City Council; and

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive and responsible bidder, Mountain Cascade, Inc.; and

WHEREAS, the City has considered authorizing the City Manager to execute the Agreement with Mountain Cascade, Inc. for a total amount of \$1,976,000.

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

1. Approves an amendment to the fiscal year 20/21 capital improvement budget carrying forward \$1,199,278 in unspent budgeted funds designated for the James Donlon Pump Station and \$1,524,379 in unspent budgeted funds designated for the Hillcrest Pump Station ("Project") in fiscal year 19/20;
2. Awards the construction agreement for the Project to the lowest responsive and responsible bidder, Mountain Cascade, Inc.;
3. Approves an Agreement with Mountain Cascade, Inc., for a total amount of \$1,976,000 in substantially the form attached as "Attachment C"; and
4. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2020/**

October 27, 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 27th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Hillcrest & Donlon Booster Pumping Station Improvements
(P.W. 477-BP2)

BIDS OPENED: October 13, 2020 ~ 2:00 p.m.
Parking lot directly south of Antioch City Hall

	Engineer's Estimate	Mountain Cascade, Inc. Livermore	Con-Quest Contractors, Inc. San Francisco	Aztec Consultants, Inc. San Ramon	Valentine Corporation San Rafael	Thompson Builders Corporation Novato
TOTAL BID PRICE	\$2,340,000.00	\$1,976,000.00	\$2,164,500.00	\$2,173,500.00	\$2,239,369.00	\$2,258,000.00

LIST OF SUBCONTRACTORS

<i>Mountain Cascade, Inc.</i>	<i>Con-Quest Contractors, Inc.</i>	<i>Aztec Consultants, Inc.</i>	<i>Clyde G. Steagall, Inc.</i>	<i>D.W. Nicholson Corp.</i>
<u>Fencing</u> Bailey Fence <u>Bypass Pumping</u> Herc Rentals <u>Rebar</u> Mission City Rebar <u>Hot Tap</u> Tap Maters, Inc <u>HVAC/Gutters</u> James Long Construction <u>Electrical</u> Telstar Instrumentation <u>Painting and Coatings</u> Redwood Painting	<u>Electrical</u> Telstar Instrumentation <u>Fencing</u> Bailey Fence <u>Fence</u> All Steel Fence, Inc. <u>Painting</u> Redwood Painting	<u>Bypass</u> Rain for Rent <u>Electrical</u> Telstar <u>Fencing</u> North American Fence <u>Coating</u> Rodriguez Corp.	<u>Painting</u> Redwood Painting <u>Electrical</u> Telstar <u>Fencing</u> North American Fence	<u>Electrical</u> SD Electric <u>Fencing</u> All Steel Fence <u>Painting and Coating</u> Jeffco

ATTACHMENT "B"

81

CITY OF ANTIOCH
TABULATION OF BIDS

JOB TITLE: Hillcrest & Donlon Booster Pumping Station Improvements
(P.W. 477-BP2)

BIDS OPENED: October 13, 2020 ~ 2:00 p.m.
Parking lot directly south of Antioch City Hall

	Engineer's Estimate	Pacific Infrastructure Corp. Pleasanton	JMB Construction, Inc. South San Francisco	Ranger Pipelines, Inc. South San Francisco	Garney Pacific, Inc. Tracy	Saboo, Inc. Brentwood
TOTAL BID PRICE	\$2,340,000.00	\$2,416,000.00	\$2,454,000.00	\$2,594,000.00	\$2,691,000.00	\$2,815,000.00

LIST OF SUBCONTRACTORS

<i>Pacific Infrastructure Corp</i>	<i>JMB Construction, Inc.</i>	<i>Ranger Pipelines, Inc.</i>	<i>Garney Pacific, Inc.</i>	<i>Saboo, Inc.</i>
<u>Painting</u> Redwood Paint <u>Electrical</u> SD Electric	<u>HVAC</u> James Long Construction <u>Fencing</u> All Steel Fence <u>Bypass System</u> Rain for Rent <u>Painting and Coating</u> Techno Coating <u>Electrical and Instrumentation</u> Telstar Instruments	<u>Fencing</u> All Steel Fence, Inc. <u>Welding</u> Lefevre Welding, Inc. <u>Electrical and Controls</u> Con J Franke <u>Misc., HVAC and Roof</u> James Long Construction Services, Inc. <u>Painting and Coating</u> Redwood Painting, Co.	<u>HVAC</u> James Long Const. <u>Bypass</u> Rain for Rent <u>Painting</u> Redwood Painting <u>Electrical</u> SD Electric	<u>Fences</u> California Commercial Fence <u>Bypass Pumping</u> Rain for Rent. <u>Rebar</u> Mission City Rebar <u>Electrical</u> Full Service Electrical <u>Coatings</u> Redwood Painting, Co. <u>Supplier</u> Ruhrpuopens

B2

ATTACHMENT "C"

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of October, 2020 by and between MOUNTAIN CASCADE, INC., hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

WITNESSETH, that the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, plant, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. 477-BP2**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed, and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents, from the effective date of said Notice to Proceed. The period of performance shall be two hundred eighty (280) working days from the Notice to Proceed.

3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of One Million Nine Hundred Seventy-Six Thousand Dollars (\$1,976,000.00), payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES
FOR HILLCREST & DONLON BOOSTER PUMPING STATION IMPROVEMENTS
P.W. 477-BP2**

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization, complete in place for the lump sum price...	\$ 60,000.00	\$ 60,000.00
2.	LS	1	Water pollution control, complete in place for the lump sum price.....	\$ 1,500.00	\$ 1,500.00
3.	LS	1	Traffic control, complete in place for the lump sum price...	\$ 2,500.00	\$ 2,500.00

CI

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	LS	1	Hillcrest Booster Pump Station Improvements, complete in place for the lump sum price.....	\$ 1,594,000.00	\$ 1,594,000.00
5.	LS	1	Donlon Booster Pump Station Improvements, complete in place for the lump sum price.....	\$ 318,000.00	\$ 318,000.00
TOTAL BID PRICE				\$ 1,976,000.00	

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Public Works Department, and all of which are incorporated herein by this reference:

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. 1 to 5, inclusive
- I. Performance Bond
- J. Payment bond
- K. Bid Forms

5. SERVICE OF NOTICE

Any notice required or permitted to be given under this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered or certified mail, return receipt requested, postage pre-paid, to the appropriate address specified in the CONTRACTOR's bid, and in the case of the CITY, to P. O. Box 5007, Antioch, CA 94531-5007, or at any other address which either party may subsequently designate in writing to the other party.

6. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California. Any action relating to this Agreement shall be instituted and prosecuted in a court of competent jurisdiction in the State of California. Each party hereby appoints the party listed opposite its name to act as its initial agent for service of process relating to any such action:

CITY: Capital Improvements Division
City of Antioch
200 "H" Street
P. O. Box 5007
Antioch, CA 94531-5007

CONTRACTOR: Mountain Cascade, Inc.
555 Exchange Court
Livermore, CA 94550

Each such agent is hereby authorized and directed to accept service of process in any such action on behalf of his principal until such time as his successor shall have been appointed by his principal and notice thereof has been delivered to the other party in the manner provided herein for the giving of notice.

CONTRACTOR:

MOUNTAIN CASCADE, INC.

Name Under Which Business is Conducted

The undersigned certify that they sign this Agreement with full and proper authorization so to do:

*By: _____

Title: _____

By: _____

Title: _____

** If CONTRACTOR is a corporation, this Agreement must be executed by two officers of the corporation, consisting of: (1) the President, Vice President, or Chair of the Board; and (2) the Secretary, Assistant Secretary, Treasurer or Chief Financial Officer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the CITY is provided demonstrating that such individual is authorized to bind the corporation (e.g. – a copy of a certified resolution from the corporation's bylaws).*

CITY OF ANTIOCH, CALIFORNIA
A Municipal Corporation

By: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Arne Simonsen, MMC, City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Lloyd Smith, City Attorney


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager

APPROVED BY: John Samuelson, Public Works Director/City Engineer 

SUBJECT: Seventh Amendment to the Consultant Service Agreement with Brown and Caldwell, Inc. for the Hillcrest and Donlon Booster Pump Station Upgrades (P.W. 477-BP2)

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving the seventh amendment to the Consultant Service Agreement ("Agreement") with Brown and Caldwell, Inc. ("BC") for the Hillcrest and Donlon Booster Pump Station Upgrades ("Project") which increases the contract by \$186,364 for a total contract of \$483,677 and extends the term of the Agreement to December 31, 2021, and
2. Authorizing the City Manager to execute the seventh amendment to the Agreement with BC.

FISCAL IMPACT

Adoption of this resolution will increase the existing contract with BC in the amount of \$186,364 for a total contract of \$483,677. On a separate item to be considered on the October 27, 2020 City Council agenda, staff has requested to carry forward the unspent budgeted funds from fiscal year 2019/2020 for this Project to fiscal year 2020/2021. This action would provide a total of \$2,723,657 through the Water Enterprise Fund.

DISCUSSION

The Hillcrest Booster Pump Station was constructed in 1984. This facility increases water distribution system pressure in the eastern portion of the City within Zone III East. The station also provides adequate pressure to the Bear Ridge Booster Pump Station, allowing this facility to deliver water to the smaller pressure zone it serves in the Bear Ridge area. The original standby generator at Hillcrest Booster Pump Station became inoperable in 2014 and was removed from the site. Currently, the facility does not have emergency back-up power. Due to ongoing PG&E's Public Safety Power Shutoff, it is imperative to perform this work as soon as possible.

Staff recommends amending BC's Agreement to include engineering services during the bid period and construction of the project. These services will be performed on an as-needed basis and are expected to include engineering support, preparation of addenda, attendance at meetings, submittal review, responses to requests for information, design clarifications, conformed and record drawing preparation, startup support services, and site visits.

ATTACHMENTS

A: Resolution

B: Amendment No. 7 to the Agreement with Brown and Caldwell

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
THE SEVENTH AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT
WITH BROWN AND CALDWELL, INC. FOR THE HILLCREST AND DONLON
BOOSTER PUMP STATION UPGRADES AND AUTHORIZING THE CITY MANAGER
TO EXECUTE THE AMENDMENT
P.W. 477-BP2**

WHEREAS, on December 18, 2014, Brown and Caldwell, Inc. ("BC") entered into an Agreement for Professional Consultant Services for the "As Needed" Water Services ("Agreement") in the amount of \$25,000;

WHEREAS, on March 7, 2016, City amended the Agreement with BC to extend the term of the contract to December 31, 2016;

WHEREAS, on February 21, 2017, City amended the Agreement to increase it in the amount of \$25,000 for a total contract amount of \$50,000 to scope the James Donlon and Hillcrest Booster Pump Station Upgrades Projects and extended the term of the contract to December 31, 2017;

WHEREAS, on November 17, 2017, City amended the Agreement with BC to extend its term to December 31, 2018;

WHEREAS, on April 9, 2019, City amended the Agreement to increase it in the amount of \$194,301 for a total contract amount of \$244,301 and extended the term of the contract to December 31, 2019;

WHEREAS, on October 8, 2019, City amended the Agreement to increase it in the amount of \$19,974 for a total contract amount of \$264,275 and extended the term of the contract to December 31, 2020;

WHEREAS, on November 26, 2019, City amended the Agreement to increase it in the amount of \$33,038 for a total contract of \$297,313;

WHEREAS, the City has considered approving the seventh amendment to the Agreement with BC for the Hillcrest and Donlon Booster Pump Station Upgrades ("Project") which increases the contract by \$186,364 for a total contract of \$483,677 and extends the term of the Agreement to December 31, 2021; and

WHEREAS, the City has considered authorizing the City Manager to execute the seventh amendment to the Agreement with BC for the Project.

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RESOLUTION NO. 2020/**

October 27, 2020

Page 2

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

1. approves the seventh amendment to the Agreement with BC for the Hillcrest and Donlon Booster Pump Station Upgrades ("Project") which increases the contract by \$186,364 for a total contract of \$483,677 and extends the term of the Agreement to December 31, 2021, and
2. authorizes the City Manager to execute the seventh amendment to the Agreement with BC 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 27th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"
AMENDMENT NO. 7 TO AGREEMENT
FOR DESIGN OF THE HILLCREST AND JAMES DONLON
BOOSTER PUMP STATION UPGRADES
P.W. 477-BP2

THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES is entered into this 27th day of October 2020, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and BROWN AND CALDWELL, their address is 201 North Civic Drive, Suite 115, Walnut Creek, CA 94596 ("Consultant").

RECITALS

WHEREAS, on December 18, 2014, Brown and Caldwell, a California Corporation, entered into an Agreement for Professional Consultant Services for "As Needed" Consulting Engineering Services ("**Agreement**") in the amount of \$25,000;

WHEREAS, on March 7, 2016 the City has amended the original contract agreement to extend the term of the contract to December 31, 2016;

WHEREAS, on February 21, 2017, City increased the compensation for Brown and Caldwell in the amount of \$25,000.00 bringing the total compensation to an amount not to exceed \$50,000.00 and extended the term of the contract to December 31, 2017;

WHEREAS, on November 17, 2017 the City has amended the original contract agreement to extend the term of the contract to December 31, 2018;

WHEREAS, on April 9, 2019, City increased the compensation for Brown and Caldwell in the amount of \$194,301 bringing the total compensation to an amount not to exceed \$244,301; and

WHEREAS, on October 8, 2019, City increased the compensation for Brown and Caldwell in the amount of \$19,974 bringing the total compensation to an amount not to exceed \$264,275.

WHEREAS, on November 26, 2019, City increased the compensation for Brown and Caldwell in the amount of \$33,038 bringing the total compensation to an amount not to exceed \$297,313.

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 following: (1) the Scope of Work attached as Exhibit A to the Agreement, (2) Amendment No. 1 to Agreement for "As Needed" Consulting Engineering Services, (3) Exhibit A to Amendment No. 2 to Agreement for Consulting Services between City of Antioch and Brown and Caldwell for

As-Needed Water Service, (4) Amendment No. 3 to Agreement for "As Needed" Consulting Engineering Services, (5) Exhibit A to Amendment No. 4 to Agreement for Design of the Hillcrest and James Donlon Booster Pump Station Upgrades, (6) Exhibit A to Amendment No. 5 of the Agreement, (7) Exhibit A to Amendment No. 6, and (8) Exhibit A to Amendment No. 7. Services will be provided 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 **December 31, 2021**, and Consultant shall complete the work described in the following: (1) Exhibit A to the Agreement, (2) Amendment No. 1 to Agreement for "As Needed" Consulting Engineering Services, (3) Exhibit A to Amendment No. 2 to Agreement for Consulting Services between City of Antioch and Brown and Caldwell for As Needed Water Services, (4) Amendment No. 3 to Agreement for "As Needed" Consulting Engineering Services, (5) Exhibit A to Amendment No. 4 to Agreement for Design of the Hillcrest and James Donlon Booster Pump Station Upgrades, (6) Exhibit A to Amendment No. 5 of the Agreement, (7) Exhibit A to Amendment No. 6, and (8) Exhibit A to Amendment No. 7 prior to December 31, 2021, 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 **\$483,677**, 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:

BROWN AND CALDWELL

By: _____
Rowland E. Bernal, Jr., City Manager

By: _____
Jeff Kivett, Vice President

ATTEST:

Arne Simonsen, MMC, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith, City Attorney

B2

EXHIBIT "A"

City of Antioch

Water Booster Pumping Station Improvements Design

Amendment 7: Bid Phase Services and Engineering Services During Construction

October 1, 2020

Project Understanding

The City has identified two booster pumping stations that need improvements: the Hillcrest Booster Pumping Station (HBPS) and the Donlon Booster Pumping Station (DPBS). Detailed design for the improvements to both pump stations was completed in April 2020.

The purpose of Amendment 3 is to provide engineering services during bid period and construction for the Antioch BPS Improvements Project. Engineering services to be provided during bid period and construction will be as requested and are expected to include engineering support, preparation of addenda, attendance at meetings, submittal review, responses to requests for information (RFI), design clarifications, conformed and record drawing preparation, startup support services, and site visits. The bid phase of the project is expected to last 1 month, construction of the Project is expected to last a total of 9 months. Start-up and closeout activities are expected to extend an additional 1 month beyond substantial completion, bringing the total duration for construction period support services to 11 months.

Scope of Services

The task outlined in this Scope of Services are associated with the cost estimate presented in Exhibit A. Engineer shall provide the following engineering support services during the bid period and construction phases of the project.

Task 001 - Project Management

This task shall include an extension of project management activities through the bid and construction phases of this project. Cost assumes 6 hours total per month for this work.

Phase 007 – Hillcrest Generator

Evaluate potential generator locations at the Hillcrest BPS site, including the option for a separate fuel storage tank versus a belly tank on the generator unit. Work with City staff to identify the required fuel storage volume, and corresponding pump station run time.

Phase 008 – Bid Phase Services

Support the City's bidding efforts on an as-requested basis. Anticipated services include preparation of addenda, if necessary.

Task 008.001 – Pre-Bid Meeting

Attend pre-bid meeting led by City staff. Answer questions from prospective bidders related to technical requirements of the contract where questions are known and present in the documents and accept any questions that may require further clarification through issuance of addenda. Provide meeting agenda to the City 5 business days before the pre-bid meeting, and provide meeting notes no more than 5 business days after the meeting.

The cost assumes up one team member shall attend the Pre-Bid meeting and 8 hours of effort total for this meeting.

Task 008.002 – Addenda Preparation

Respond to questions from prospective bidders, as requested by the City, and prepare addenda. The City will print and distribute any addenda produced during the bid period. The City shall be the primary contact for the prospective bidder's submitted questions.

The cost assumes up to one addendum is prepared and up to 20 bid-period questions from prospective bidders are formally responded via the City contact.

Phase 009 – Engineering Services During Construction

Task 009.001 – Requests for Information

Respond to Requests for Information (RFIs) on an as requested basis. Provide a written response on a response sheet and return the response sheet to the Construction Manager. Complete review of the RFI, provide response RFI. If for any reason the response cannot be completed within this period, notify Construction Manager and provide reason for delay prior to the end of the specified period. All RFI documentation and responses transmitted back to the Construction Manager shall be electronic via email.

The Construction Manager will screen all RFIs for form, completeness, and general content conforming to that specified in the Contract Documents before transmittal.

The level of effort for this task is limited to the estimate presented in Exhibit A. Engineer's budget allowance for this task is based on reviewing 24 RFIs at an average effort of 4 hours per RFI.

Task 009.002 – Submittal Review

Respond to requests for submittal review on an as requested basis. Provide written review comments on a review comment sheet and return the review comment sheet to the Construction Manager. All submittal documentation transmitted to the Engineer and responses transmitted back to the Construction Manager shall be electronic via email.

Review submittals, provide comments, and return review comment sheet. Review comments for critical path or expedited submittals shall be returned within 10 calendar days after receipt of submittal. If for any reason the review cannot be completed within this period, Engineer shall notify Construction Manager and provide reason for delay prior to the end of the specified period. Maintain submittal log for status of submittals.ahh

The Construction Manager will screen all submittals for form, completeness, and general content conforming to that specified in the Contract Documents prior to transmittal. Examples of submittals to be reviewed include technical product data, shop drawings, temporary construction submittals including BPS bypass plan, samples, test results, and operations and maintenance manuals. Submittal review is to determine compliance with the Contract Documents. Submittal review is not intended as acceptance of the work. The review is not intended to relieve the Contractor of his or her full responsibility for performance as required by the Contract Documents.

The level of effort for this task is limited to the estimate presented in Exhibit A. Engineer's budget allowance for this task is based on reviewing 60 submittals (including resubmittals, shop drawings and product data) requiring an average effort of 6 hours per submittal.

B4

Task 009.003 – Design Clarification Memoranda

Issue Design Clarification Memoranda (DCM) where deemed necessary and on an as requested basis. Provide a written clarification on a DCM (including specifications, sketches, or other information as necessary) and issue the DCM to the Construction Manager.

DCM will be issued to 1) clarify Contract Documents when necessary, 2) in the event that modifications to the Contract Documents are desired by the City, or 3) to assist the Construction Manager with the preparation of contract change order requests.

The level of effort for this task is limited to the estimate presented in Exhibit A. Engineer's budget allowance for this task is based on preparing 2 DCMs at an average of 12 hours per DCM.

Task 009.004 - Meetings, Site Visits, and Startup Support

Attend the partnering workshop/preconstruction meeting. Engineer's budget allowance assumes 16 total hours of effort for these meetings, for the PM and PE to attend this meeting. Provide meeting agenda to the City 5 business days before the meeting, and provide meeting notes no more than 5 business days after the meeting.

Attend biweekly recurring construction meetings onsite and site visits on an as requested basis. Budget allowance is based on Engineer's Project Manager or Technical Advisor attending one construction meeting/site visit every other week or a total of 20 weekly meetings. Meetings are budgeted on an average effort of 4 hours per meeting, which includes travel time.

Provide start-up services to assist the City in transferring finished work from a construction status to operating, functional system(s). Such services shall include review of Contractor's start-up plan and procedures for City personnel use. Assist City personnel during a period of initial operation of the new systems, up to the limit of the budget. Engineer's cost assumes 2 site visits, 16 hours total for this work.

Maintain site visit reports for inspections, specialty inspections, and start-up assistance. Reports may be provided to the City, upon request.

Task 009.005 - Record Drawings

The Contractor's red lined drawings, shop drawings, change orders, RFI's and inspector's field notes will be used to develop record drawings. Submit the documents electronically in PDF form to the City for reproduction. Engineer's cost assumes 4 hours per drawing, total, for this work. Budget is based on 41-sheet drawing set.

Deliverables

All deliverables shall be provided electronically via email, in Word or PDF format.

Deliverables shall include:

- Bid tabulation
- Addendum
- Response to RFIs
- Response to submittals
- DCM
-
- Record Drawings

B5

Assumptions

1. This scope assumes that the project will only be bid once and does not include budget allocated to support for a re-bid effort.
2. This scope assumes a 1 month bid period and a 10 month construction schedule (including punch list and start up).
3. As-built drawings will be provided at substantial completion for preparation of record drawings.

Compensation

BC will perform the work on a time-and-materials basis, for a limiting fee not to exceed \$186,364. Table 1 presents the estimated fee by phase.

Table 1. Antioch BPS Improvements ESDC Fee	
Phase	Cost
001 - Project Management	\$10,280
007 - Hillcrest Generator	\$8,712
008 - Bid Phase Services	\$13,676
009 - ESDC	\$153,696
Total	\$186,364

Schedule

The work defined herein shall begin not more than ten calendar days after BC receives the signed copy of this letter agreement from the City. The estimated time for completion for the project is eleven months following authorization. Table 2 presents a summary of project milestones with estimated dates.

Table 2. Milestone Dates	
Milestone	Anticipated Date
Contractor Notice to Proceed	December 1, 2020
Construction Complete	October 1, 2021
Startup and Punchlist Complete	November 1, 2021

B6

Antioch, City of (CA) – Antioch BPS Improvements															
Phase	Phase Description	Phillipson, Rachel	Desvernine, La Donna	Faisel, William K	Morley, Catharine D	Burke, Fred	Evans, Dwight	DeHart, James A	Total Labor Hours	Total Labor Effort	Company Vehicles	Total Unit Pricing Effort	Total Expense Cost	Total Expense Effort	Total Effort
		\$198.00	\$118.00	\$324.00	\$118.00	\$198.00	\$198.00	\$198.00							
001	Project Management	40	20	0	0	0	0	0	60	10,280	0	0	0	0	10,280
101	Project Administration	40	20	0	0	0	0	0	60	10,280	0	0	0	0	10,280
007	Hillcrest Generator	4	0	0	0	16	8	16	44	8,712	0	0	0	0	8,712
****	Default Task	4	0	0	0	16	8	16	44	8,712	0	0	0	0	8,712
008	Bid Phase Services	36	0	14	5	10	5	10	80	13,676	0	0	0	0	13,676
001	Pre-Bid Meeting	4	0	4	0	0	0	0	8	2,088	0	0	0	0	2,088
002	Addenda Preparation	24	0	4	5	10	5	10	58	11,588	0	0	0	0	11,588
009	ESDC	202	0	88	151	86	99	128	754	153,696	0	0	0	0	153,696
001	Requests for Information	29	0	10	29	0	10	19	97	18,146	0	0	0	0	18,146
002	Submittal Review	72	0	54	98	0	72	72	360	71,828	0	0	0	0	71,828
003	DCM	5	0	2	7	4	1	5	24	4,444	0	0	0	0	4,444
004	Meetings, Site Visits, Startup	80	0	27	0	0	16	16	139	30,924	500	500	500	500	31,424
005	Record Drawings	16	0	0	49	82	0	16	163	28,354	0	0	0	0	28,354
GRAND TOTAL		282	20	102	156	112	112	154	938	186,364	500	500	0	500	186,364

67

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: Resolution Approving an Agreement with Delta Diablo Related to Operation and Maintenance of Discharge Facilities for the Brackish Water Desalination Project, and Authorizing the City Manager to Execute the Agreement (P.W. 694)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving an agreement with Delta Diablo for operation and maintenance of discharge facilities for the Brackish Water Desalination Project and authorizing the City Manager to execute the Agreement.

FISCAL IMPACTS

This Agreement provides for the City to reimburse Delta Diablo for costs incurred in accepting the Reverse Osmosis (RO) Concentrate from the Brackish Desalination Project and maintaining and operating discharge facilities associated with the Project on Delta Diablo's property. These costs are expected to vary year to year depending on the length of the operating season of the desalination facility and are estimated to range from \$50,000/yr. to \$150,000/yr. Funding will be allocated annually from the Water Enterprise Fund during the budget adoption process.

DISCUSSION

The Brackish Water Desalination Project ("Project") is being implemented to improve the City's water supply reliability and provide operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management. The Project will allow the City to use water from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant.

The Project will replace the City's existing San Joaquin River intake pump station, construct a desalination facility located at the City's existing water treatment plant property, and construct pipelines for the conveyance of source water and byproduct from the desalination process. The Project includes the construction of a 4.3-mile-long RO

concentrate disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant outfall to convey approximately 2 million gallons per day (mgd) of RO concentrate for discharge to Delta Diablo's existing wastewater outfall.

On October 11, 2018, the City entered into a Cooperative Agreement with Delta Diablo to obtain regulatory approval to discharge RO concentrate through Delta Diablo's existing San Joaquin River outfall. Discharge of RO concentrate through the outfall was approved by the San Francisco Bay Regional Water Quality Control Board on December 11, 2019, by incorporating the project into Delta Diablo's renewed National Pollutant Discharge Elimination System Permit ("NPDES Permit").

On July 16, 2020, the City entered into a Design and Construction Access Agreement with Delta Diablo for site access, construction coordination, and startup and commissioning of Project facilities at Delta Diablo's wastewater treatment plant site.

The City and the District have worked collaboratively in developing an Agreement for the ongoing operation of the Project discharge facilities that will be located on Delta Diablo's property. The City and Delta Diablo staff have determined that Delta Diablo is in the best position to most efficiently and effectively operate and maintain the discharge facilities. This Agreement establishes the terms and conditions under which the District will operate and maintain the Discharge Facilities and under which the City will compensate the District for the operations and maintenance. The District approved this Agreement at their October 14, 2020 Board Meeting.

ATTACHMENTS

- A. Resolution
- B. Brackish Water Desalination Project Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement

ATTACHMENT "A"

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AGREEMENT WITH DELTA DIABLO FOR OPERATION AND MAINTENANCE OF DISCHARGE FACILITIES FOR THE BRACKISH WATER DESALINATION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT P.W. 694

WHEREAS, the City is striving to improve the water supply reliability and operational flexibility while reducing costs, especially during droughts and with future proposed changes in Delta water management, and to allow water usage from its river intake year-round, even when the salinity is above levels normally treated at the existing conventional Water Treatment Plant;

WHEREAS, the City desires to begin the construction of a brackish water desalination facility located within the fence line of the City's existing Water Treatment Plant ("WTP") with a capacity of 6 million gallons per day ("mgd") which includes relocation and replacement of the City's existing San Joaquin River intake pump station with a new pump station, including state of the art fish screens and construction of approximately 3,000 feet of new raw water pipeline connecting the new river pump pipeline to the City's WTP;

WHEREAS, the City desires to begin the construction of a 4.3 mile long brine disposal pipeline from the new desalination facility to the existing Delta Diablo Wastewater Treatment Plant ("Delta Diablo") outfall to convey approximately 2mgd of brine for discharge from Delta Diablo's existing wastewater outfall;

WHEREAS, on October 11, 2018, the City entered into a Cooperative Agreement with Delta Diablo to obtain regulatory approval to discharge RO concentrate through Delta Diablo's existing San Joaquin River outfall. Discharge of RO concentrate through the outfall was approved by the San Francisco Bay Regional Water Quality Control Board on December 11, 2019, by incorporating the project into Delta Diablo's renewed National Pollutant Discharge Elimination System Permit (NPDES Permit);

WHEREAS, on July 16, 2020, the City entered into a Design and Construction Access Agreement with Delta Diablo for site access, construction coordination, and startup and commissioning of Brackish Water Desalination Project facilities at Delta Diablo's wastewater treatment plant site;

WHEREAS, the City and Delta Diablo staff have determined that Delta Diablo is in the best position to most efficiently and effectively operate and maintain the discharge facilities; and

WHEREAS, this Agreement establishes the terms and conditions under which the District will operate and maintain the Discharge Facilities and under which the City will compensate the District for the operations and maintenance.

AI

RESOLUTION NO. 2020/**

October 27, 2020

Page 2

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

1. approves an agreement with Delta Diablo for operation and maintenance of discharge facilities for the Brackish Water Desalination Project ("Project"); P.W. 694 in substantially the form attached as "Attachment B"; and
2. authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

A2

ATTACHMENT "B"

REVERSE OSMOSIS DISCHARGE FACILITIES OPERATION AND MAINTENANCE AGREEMENT

This Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement ("Agreement") is entered into as of _____, 2020 (the "Effective Date") by and between the City of Antioch, a municipal corporation ("City"), and Delta Diablo, a county sanitation district formed and existing under the County Sanitation District Law ("District"). The City and the District are sometimes individually referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The District operates a wastewater treatment plant ("WWTP") located at 2500 Pittsburg-Antioch Highway in Antioch, California ("Property").

B. The City is constructing a brackish water desalination project ("Project"). A byproduct of the brackish water desalination process is a waste stream known as reverse osmosis concentrate ("RO Concentrate"). As part of the legally required process to obtain the Permit and to allow the District to accept the RO Concentrate and to discharge it from the Outfall, the City and the District submitted to the Regional Board studies and other evidence, including a reasonable potential analysis, that demonstrated the feasibility of compliance with the Permit effluent limits calculated as a results of accepting the discharge of RO Concentrate to the Outfall. In addition, as required by the Permit, the City and the District have prepared and submitted to the Regional Board an RO Concentrate Mixing Zone Study that demonstrates that the discharge of RO Concentrate alone (*i.e.*, with no blending with other waste streams) will receive a minimum initial dilution of at least 10:1. Based on these studies and evidence, the Parties believe that the discharge of RO Concentrate that meets the concentration assumptions of these studies and evidence will allow the District to satisfy the requirements of the Permit with or without blending of the RO Concentrate with other waste streams.

C. As part of the Project, and in accordance with a Reverse Osmosis Discharge Facilities Design and Construction Access Agreement between the City and the District, dated July 22, 2020, ("Access Agreement"), the City will construct a new pipeline to convey RO Concentrate

from the Project to the Property for discharge through the District's existing outfall at the WWTP. The facilities constructed by the City at the Property include a new 12-inch RO Concentrate disposal pipeline, new monitoring and sampling equipment, power supply and communications system connections between the new facilities and the District's existing system. These facilities are collectively referred to in this Agreement as the "Discharge Facilities," which are more particularly described in Section 2 of this Agreement.

D. The Parties have determined that the District is in the best position to most efficiently and effectively operate and maintain the Discharge Facilities. This Agreement establishes the terms and conditions under which the District will operate and maintain the Discharge Facilities and under which the City will compensate the District for such operations and maintenance. The purpose of this Agreement is to set forth the Parties' obligations related to the operation and maintenance of the Discharge Facilities following the acceptance of the Discharge Facilities under Section 5 of the Access Agreement. The District is authorized to enter into this Agreement pursuant to Health and Safety Code section 4742.1. The City is authorized to enter into this Agreement pursuant to its general authority to enter into contracts to carry out its necessary functions and the specific authority in Government Code sections 37103, 40602 and 53060 and in the City of Antioch Municipal Code.

E. Although this Agreement will be effective for a 50-year term, if the City desires to continue operating the Project for its useful life beyond that term, the Parties intend to endeavor to negotiate a new agreement to replace this Agreement upon its expiration. Additionally, although this Agreement provides an aggrieved Party an opportunity to terminate this Agreement for cause following a required informal dispute resolution process, without waiving or limiting that right, the Parties intend to endeavor to work cooperatively to resolve disputes on mutually agreeable terms, to avoid termination of the Agreement for cause during its term.

F. For these reasons, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties desire to enter into this Agreement.

AGREEMENT

1. **RECITALS.** The Parties agree that the Recitals are true and correct and incorporate them into this Agreement.

2. **DEFINITIONS.** For the purposes of this Agreement, the following terms have the following meanings. Other defined terms are capitalized and in quotations in this Agreement.

2.1 Access Agreement. “Access Agreement” means the Reverse Osmosis Discharge Facilities Design and Construction Access Agreement between the City and the District, dated July 22, 2020.

2.2 Agreement. “Agreement” means this Reverse Osmosis Discharge Facilities Operation and Maintenance Agreement.

2.3 Capital Improvements. “Capital Improvements” means scheduled repairs and replacements to the Discharge Facilities that are intended to extend their useful life before they become inoperable.

2.4 City. “City” means the City of Antioch, a municipal corporation.

2.5 Discharge Facilities. “Discharge Facilities” means the facilities constructed by the City on or in the Property in accordance with the Access Agreement, including a portion of a new 12-inch RO Concentrate disposal pipeline, new monitoring and sampling equipment, power supply and communication system connections between these new facilities and the District’s existing system leading to the Outfall.

2.6 District. “District” means Delta Diablo, a sanitation district formed and existing under the County Sanitation District Law.

2.7 District Costs. “District Costs” means all the District’s direct and indirect costs for performing the District’s operation, maintenance (including Emergency Maintenance and Routine Maintenance), monitoring, and reporting obligations under this Agreement, and for performing any Capital Improvements in accordance with the Operations and Maintenance Plan and this

Agreement, all of which costs include but are not limited to District personnel costs (at fully-burdened, then-current hourly rates), consultant costs, actual utility costs, maintenance and repair costs, and other District costs and expense categories as may be required by the Operations and Maintenance Plan or this Agreement. The District Costs are limited to costs that are incurred because of this Agreement and do not include costs that are otherwise paid for by member agencies, including the City, for general wastewater treatment services.

2.8 Effective Date. “Effective Date” means the effective date of this Agreement first written above.

2.9 Emergency Maintenance. “Emergency Maintenance” means repairs, replacements or other maintenance activities needed to address or prevent failed portions of the Discharge Facilities that unexpectedly become inoperable and require immediate repair, replacement or require other maintenance activities, all as reasonably determined by the District.

2.10 Exceedance Notice. “Exceedance Notice” means the District’s written notice to the City stating that the District has determined that discharge of RO Concentrate to the Outfall is causing or contributing to a threatened or actual exceedance the constituent limits or toxicity requirements of the Permit.

2.11 Fiscal Year. “Fiscal Year” means the period that begins and includes July 1 of any year, and that ends and includes the following June 30.

2.12 General Manager. “General Manager” means the District’s General Manager, or a designee of the General Manager.

2.13 Increase Request. “Increase Request” means the City’s request to the District to increase the City’s maximum daily RO Concentrate discharge limit beyond 2.0 million gallons per day (“MGD”). An Increase Request must include information reasonably required by the District to enable the District to evaluate the request and the consistency of the request with the requirements of the Permit and potential amendments to the Permit.

2.14 Outfall. “Outfall” means the District’s outfall facility at the WWTP that discharges into New York Slough at discharge point 001 as described in the Permit.

2.15 Outfall Shutdown. “Outfall Shutdown” means the complete shutdown of the Outfall such that no discharges of RO Concentrate may occur through the Discharge Facilities to the Outfall.

2.16 Outfall Shutdown Protocol. “Outfall Shutdown Protocol” means the protocol agreed to between the City and the District that is intended to permit the District to reasonably schedule Outfall Shutdowns in a manner that will permit the City to plan operations of the Project to accommodate any such planned Outfall Shutdown by suspending Project operations and the generation of RO Concentrate in advance of the planned Outfall Shutdown.

2.17 Operating Budget. “Operating Budget” means the annual budget to fully compensate the District for the District’s Costs that the District incurs in any Fiscal Year, or portion thereof, during the term of this Agreement.

2.18 Operations and Maintenance Plan. “Operations and Maintenance Plan” means the plan approved by the City and the District for the operations and maintenance of the Discharge Facilities.

2.19 Party or Parties. “Party” means the City or District individually, and “Parties” means the City and the District collectively.

2.20 Permit. “Permit” means the National Pollutant Discharge Elimination System (NPDES) Permit No. CA0038547 (Order No. R2-2019-0035) issued to the District for the discharge of pollutants to waters of the United States by the Regional Board, as the Permit currently exists or as it may be amended or reissued.

2.21 Project. “Project” means the City of Antioch Brackish Water Desalination Project.

2.22 Property. “Property” means the land and improvements located at 2500 Pittsburg-Antioch Highway in Antioch, California, on which the District operates the Delta Diablo Wastewater Treatment Plant.

2.23 Prudent Industry Practices. “Prudent Industry Practices” means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist, are generally recognized and accepted as

prudent operations, maintenance, repair, replacement and monitoring practices in the municipal wastewater industry in the State of California.

2.24 Recitals. “Recitals” means the recited facts that are set out at the beginning of this Agreement and that serve as the factual basis for this Agreement.

2.25 Regional Board. “Regional Board” means the San Francisco Bay Regional Water Quality Control Board.

2.26 RO Concentrate. “RO Concentrate” means the waste stream that is the byproduct of the brackish water desalination process used in the Project and which will be conveyed by the City to the District for discharge through the Discharge Facilities and outfall. RO Concentrate generally has salinity levels that are four times as great as the source water, and it is anticipated that the RO Concentrate will contain total dissolved solids of 400 mg/L to 30,000 mg/L. As used in this Agreement, RO Concentrate includes filtered water that may from time to time be discharged through the Discharge Facilities as part of Project operations and maintenance.

2.27 Routine Maintenance. “Routine Maintenance” means those tasks necessary to maximize the useful life, integrity and appearance of the Discharge Facilities, including industry standard or manufacturers’ recommended activities such as testing, flushing, calibrating, exercising of valves, repairs and replacement of parts or other preventative actions.

2.28 WWTP. “WWTP” means the Delta Diablo Wastewater Treatment Plant operated by the District on the Property.

2.29 WWTP Shutdown. “WWTP Shutdown” means a full or partial shutdown of the WWTP that does not affect the ability of the Discharge Facilities to discharge RO Concentrate through the Outfall.

3. ACCEPTANCE OF RO CONCENTRATE BY DISTRICT.

3.1 Conditions for Acceptance. Subject to the terms of this Agreement, the District shall accept from the Project up to 2.0 million gallons per day ("MGD") (daily total) of RO Concentrate, all meeting the requirements of the Permit, for discharge through the Discharge Facilities to the Outfall. The City may not convey any other material or effluent, including wastewater, to the District for discharge through the Discharge Facilities without the District's prior written approval, which shall be within the District's sole discretion to provide. Nothing in this Agreement changes, in any way, the any other obligations of the District regarding the conveyance of wastewater from within the City, to the District's WWTP, through existing wastewater collection facilities. The City shall not discharge RO Concentrate into wastewater conveyed to the District's WWTP through facilities other than the Discharge Facilities.

3.2 Limits of RO Concentrate. The District shall only be required to accept from the City up to a maximum of 2.0 MGD (daily total) of RO Concentrate from the Project. If the City wishes to increase the RO Concentrate rate of discharge above the 2.0 MGD maximum amount, the City shall submit an Increase Request to the District. The District will consider such a request, and the District shall have sole discretion to approve, modify, or reject the Increase Request. The Parties acknowledge that any increase in the rate of discharge above 2.0 MGD will require an amendment to the Permit or other approval by the Regional Board. If the District approves, with or without modification, the Increase Request, the City shall cooperate with the District to seek any required modification to the Permit. The City shall be solely responsible for paying all reasonable District expenses associated with pursuing any proposed change to the discharge rate, including but not limited to, District staff costs and consultant costs incurred to evaluate the Increase Request, costs charged by the Regional Board to consider an amendment to the Permit to allow the approved or modified Increase Request, and District staff costs and attorney's fees required to pursue the approved or modified Increase Request with the Regional Board. The City shall reimburse the District for any such reasonable expenses that the District incurs under this Section 3.2 following an Increase Request within 30 days following receipt of a District invoice identifying those expenses.

3.3 Quality of RO Concentrate.

3.3.1 *City Responsible.* To protect the District's ability to comply with the Permit, the City shall be solely responsible for ensuring that the quantity and quality of the RO Concentrate meets the requirements of the Permit and this Agreement.

3.3.2 *Monitoring, Permitting, and Compliance.* To ensure that the quantity and quality of the RO Concentrate meets the requirements of the Permit and this Agreement, the quantity and quality of the RO Concentrate shall be monitored at the point of discharge to the Outfall. Unless the Permit is subsequently amended following an Increase Request under Section 3.2, the quantity of RO Concentrate discharged to the Outfall shall not exceed 2.0 MGD (daily total). The City shall not commence the discharge of RO Concentrate from the Project to the Outfall until the General Manager has issued the City an Industrial Wastewater Discharge Permit that specifies the discharge limitations for the RO Concentrate. The City shall comply with the Industrial Wastewater Discharge Permit and the applicable requirements of Chapter 2.28 of the District Code. If there is any conflict between any term of this Agreement and either the Industrial Wastewater Discharge Permit or any applicable requirement of Chapter 2.28 of the District Code, the more restrictive requirement shall apply. Nothing in this Agreement waives the applicable requirements of Chapter 2.28 of the District Code. The point of compliance for discharge limitations specified in the Industrial Wastewater Discharge Permit shall be at the RO Concentrate sampling location prior to discharge to the Outfall, at the approximate location shown on Exhibit 1, attached hereto. The Industrial Wastewater Discharge Permit's discharge limitations will be consistent with the discharge levels that were assumed in the studies and other evidence that was submitted to the Regional Board to obtain the Permit. The District is not obligated to accept RO Concentrate that does not meet the quantity or quality requirements of this Agreement, the Permit, or the Industrial Wastewater Discharge Permit.

3.3.3 *Notification.* The City shall not commence the discharge of RO Concentrate from the Project to the Outfall until the District provides written notice to the City that the requirements of Section VI.C.5.c.i-v of the Permit have been satisfied, and that the discharge of RO Concentrate may commence. The Parties will jointly cooperate to satisfy the requirement of

Section VI.C.5.c.i-v of the Permit in a timely manner that will allow for discharges of RO Concentrate from the Project to the Outfall in compliance with the Permit.

3.3.4 *Exceedance Notice.* The Parties anticipate that RO Concentrate that meets the requirements of this Agreement and the Permit can be discharged at the Outfall without causing or contributing to an actual or threatened exceedance of the constituent limits and toxicity requirements in the Permit. However, if the District determines that the discharge of RO Concentrate is causing or contributing to an actual or threatened violation of the Permit's requirements, the District shall provide an Exceedance Notice to the City. If an Exceedance Notice identifies an actual violation of the Permit's requirements, the City shall immediately take all corrective action specified in the notice, which may include, at the District's sole discretion, reducing, modifying, or suspending discharges of RO Concentrate through the Discharge Facilities. If the City fails to take such corrective action within the time specified in an Exceedance Notice, the District may take any action it determines to be necessary to reduce, modify, or suspend discharges through the Discharge Facilities, including but not limited to physically blocking discharges of RO Concentrate through the Discharge Facilities. Within five (5) days following the date the District gives the City an Exceedance Notice, the Parties' authorized representatives will meet and confer to determine the basis for the Exceedance Notice, and to identify a process to determine whether the RO Concentrate is causing or contributing to an actual or threatened violation of the Permit's requirements. As part of this process, the Parties shall discuss operational changes or other efforts within their control that might be implemented to determine whether the discharge of the RO Concentrate is causing or contributing to the actual or threatened exceedances of the requirements of the Permit; and the Parties shall identify actions to correct such actual or threatened exceedances caused or contributed to by the RO Concentrate. In the event that the Parties cannot agree on a method to determine whether the discharge of RO Concentrate is causing or contributing to an actual or threatened exceedance of the requirements of the Permit, or agree to operational changes to address that potential, the Parties shall pursue the dispute resolution process in Paragraph 8 of this Agreement. Notwithstanding anything to the contrary in Paragraph 8, where an Exceedance Notice is in response to an actual violation of the Permit's requirements, the corrective action specified in the notice, whether implemented by the City or by the District, shall remain in place throughout the dispute resolution process in Paragraph 8 and until the District determines that the corrective action is no longer required.

4. OPERATIONS AND MAINTENANCE.

4.1 Operations. In exchange for the City's payment of District Costs under this Agreement, the District shall operate and maintain the Discharge Facilities in accordance with the Operations and Maintenance Plan and this Agreement, shall conduct all required monitoring in accordance with the Permit, and shall provide any reports as required by the Permit or this Agreement.

4.1.1 *Development of Operations and Maintenance Plan*. Before the City discharges RO Concentrate to the Outfall, the Parties shall negotiate and approve in writing a mutually acceptable Operations and Maintenance Plan for the Discharge Facilities. The Operations and Maintenance Plan must not conflict with the requirements of the Permit or the requirements of this Agreement. Upon approval by the Parties, the Operation and Maintenance Plan, and any amendments thereto, shall be deemed to be incorporated into and made a part of this Agreement. The Operations and Maintenance Plan will generally describe the District's operational obligations for the Discharge Facilities, and it may be the same as the O&M Manual and Contingency Plan required by the Permit. Among other provisions, the Operations and Maintenance Plan must include requirements for monitoring and reporting as needed to satisfy Permit requirements related to discharge of RO Concentrate. The Parties may from time to time amend the Operations and Maintenance Plan through a writing signed by both Parties. The provisions of the Operations and Maintenance Plan must be consistent with Prudent Industry Practices, and with District WWTP operations.

4.1.2 *Operations Pursuant to Operations and Maintenance Plan*. Upon acceptance of the discharge of RO Concentrate under this Agreement, the District shall operate the Discharge Facilities in accordance with the Operations and Maintenance Plan and this Agreement.

4.1.3 *Outfall Shutdowns and Outfall Shutdown Protocol*. From time to time, the District may need to suspend all discharges through the Outfall. The Parties acknowledge that, historically, planned Outfall Shutdowns have been rare, but that a planned Outfall Shutdown would have a significant impact on the Project because the City has no holding capacity for the RO Concentrate and would require suspension of Project operations. The Parties acknowledge that the City requires a reasonable amount of time to plan for any planned Outfall Shutdown.

Therefore, before the City discharges RO Concentrate to the Outfall, the Parties shall negotiate and approve in writing a mutually acceptable Outfall Shutdown Protocol. The Outfall Shutdown Protocol must not conflict with the requirements of the Permit or the requirements of this Agreement. The Parties may, from time to time, amend the Outfall Shutdown Protocol through a writing signed by both Parties. Upon approval by the Parties, the Outfall Shutdown Protocol, and any amendments thereto, shall be deemed to be incorporated into and made a part of this Agreement. At a minimum, the Outfall Shutdown Protocol must include all of the following:

4.1.3.1 *Discharges Prohibited During Shutdown.* For the duration of any Outfall Shutdown, the City shall not discharge RO Concentrate through the Discharge Facilities.

4.1.3.2 *Notice Prior to Shutdown.* The District shall use reasonable efforts to give the City at least six (6) months advance notice of any planned Outfall Shutdown. The City acknowledges that 6 months advance notice may not always be feasible, and the District acknowledges that providing the City with as much advance notice of an Outfall Shutdown as is feasible is important to the City's ability to effectively operate the Project.

4.1.3.3 *Avoiding Operational Season Shutdowns.* The Parties wish to avoid an Outfall Shutdown, if feasible, during operation of the Project or at least during the mid-point of the City's operation of the Project. To the extent the District deems feasible, the District shall use reasonable efforts to avoid an Outfall Shutdown during the Project operational season (generally during the summer and fall when salinity in the source water is highest and the City's need for the Project operations is greatest). If an Outfall Shutdown during the Project operational season cannot be avoided, the District shall use reasonable efforts to coordinate with the City to schedule the Outfall Shutdown in the beginning or the end of the Project operational season.

4.1.3.4 *Emergencies.* The Parties acknowledge that the District, at its discretion, may determine that, due to an emergency, an unplanned Outfall Shutdown will need to occur. The Outfall Shutdown Protocol will include procedures that are designed to provide the City with as much advance notice as the District deems feasible during such an emergency so that the City may suspend Project operations and address any required discharge of existing RO Concentrate. The General Manager may provide advance notice of emergency by telephone, with written notice to follow.

4.1.4 *WWTP Shutdowns*. The District may suspend operations of the WWTP from time to time for routine maintenance or similar activities. Because the District does not treat the RO Concentrate, and because such suspended operations will not impair the discharge of RO Concentrate through the Outfall, any such WWTP Shutdowns shall not affect the Parties' obligations under this Agreement.

4.2 Monitoring. The District shall conduct all monitoring as required by the Permit, and additional monitoring agreed to by the Parties, to assess quality of RO Concentrate, and the quality of effluent, discharged at the Outfall. The District's monitoring obligations may be further defined in the Operations and Maintenance Plan.

4.3 Reporting. The District shall prepare and submit any reports required by the Permit or by this Agreement. The District's reporting obligations may be further defined in the Operations and Maintenance Plan.

4.4 Maintenance. In exchange for the compensation provided to the District under this Agreement, the District shall be responsible for all maintenance of the Discharge Facilities, including Routine Maintenance, Emergency Maintenance and Capital Improvements, except as otherwise provided in this Agreement. The District's maintenance obligations will generally be set forth in the Operations and Maintenance Plan, and the anticipated annual maintenance will be set forth in the Operating Budget. The District's maintenance obligations shall include:

4.4.1 *Routine Maintenance*. The District shall be responsible for all Routine Maintenance, except as otherwise provided in this Agreement. Routine Maintenance costs and expenses will be set forth in the Operating Budget on an annual basis.

4.4.2 *Emergency Maintenance*. The District shall be responsible for all Emergency Maintenance. The Operating Budget will include an estimate of the costs and expenses for Emergency Maintenance, but the City will compensate the District for its actual costs for such Emergency Maintenance.

4.4.3 *Capital Improvements*. The District shall be responsible for installing all Capital Improvements. The Operating Budget shall include an estimate of the costs and expenses for Capital Improvements, if any, planned for the year.

4.4.4 *Pipeline Cleaning (i.e., Pigging)*. The City shall be responsible for the cleaning of the pipeline component of the Discharge Facilities to the point of connection to the outfall at the WWTP. The District grants the City the right of ingress and egress to the Property as necessary to perform this pipeline cleaning, and also grants the City the right to maintain the equipment necessary for this pipeline cleaning on the Property for the Term at an agreed upon location. Such access shall be coordinated with the District so as not to interfere with WWTP operations.

5. **COMPENSATION FOR DISTRICT SERVICES.**

5.1 General Obligation of the City to pay the District's Operating Costs. As a condition of the District's obligation to accept RO Concentrate in any fiscal year, the City and the District shall agree to an Operating Budget for the fiscal year, or begin the dispute resolution process, as more particularly described in this paragraph 5.

5.2 Annual Operating Budget. Prior to the City first discharging RO Concentrate from the Project, and annually thereafter, the District and the City shall jointly establish the Operating Budget in accordance with this Paragraph 5 to fully compensate the District for the District Costs incurred in the fiscal year, or portion thereof, covered by the Operating Budget.

5.3 Development of Operating Budget.

5.3.1 *Initial and Subsequent Operating Budgets*. Before the City first discharges any RO Concentrate through the Discharge Facilities under this Agreement, the City and the District must mutually agree on the Operating Budget for the first Fiscal Year, or portion thereof, that the City will discharge RO Concentrate under this Agreement. For each subsequent Fiscal Year, at least 90 days prior to the start of the Fiscal Year, the District will submit to the City a draft Operating Budget for the upcoming Fiscal Year.

5.3.2 *Draft Operating Budget*. Within two (2) weeks of the City's actual receipt of the draft Operating Budget, the City shall respond in writing either (a) that it accepts the draft Operating Budget, or (b) with comments on the draft Operating Budget. If the City does not provide either response within two (2) weeks of its receipt of the draft Operating Budget, this shall be deemed to be the City's acceptance of the draft Operating Budget. The District will reasonably

consider timely comments by the City on the draft Operating Budget, and, within two weeks after receiving timely comments from the City, the District will provide the City an updated Operating Budget.

5.3.3 *Approval or Dispute of Operating Budget.* At least 30 days before the start of a Fiscal Year, each Party shall either (a) approve the Operating Budget for the Fiscal Year, which approval shall not unreasonably be withheld, or (b) provide the other Party written notice that the Party is initiating the dispute resolution process in paragraph 8 of this Agreement.

5.4 Timing of Payments.

5.4.1 *Timing of Payments.* Except as provided in paragraph 5.4.2, on the first day of each quarter of each Fiscal Year, or portion thereof, (*i.e.*, on each July 1, October 1, January 1, and April 1) the City shall pay the District one-fourth (1/4th) of the approved Operating Budget for that Fiscal Year.

5.4.2 *Payment Prior to Approved Operating Budget.* If the Parties have not approved an Operating Budget by the start of a Fiscal Year, the City shall pay fifty percent (50%) of one-fourth (1/4th) of the draft Operating Budget proposed by the District, starting on July 1 of the Fiscal Year and continuing thereafter on the first day of each quarter of the Fiscal Year, until such time as the Parties agree on the Operating Budget for the Fiscal Year. Within 30 days after the approval of the Operating Budget, the City shall either pay to the District any additional amounts then due under the Operating Budget for all prior months of the Fiscal Year, or the City shall take a credit against the next quarterly payment for any overpayments to the District for the period of the dispute.

5.5 Fiscal Reconciliation. Within 30 days after the end of each Fiscal Year (*i.e.*, within 30 days after June 30), and within 30 days after the expiration or termination of this Agreement, the District's and the City's authorized representatives will meet to review the actual District Costs during the prior Fiscal Year, or portion thereof, with the payments made by the City during that prior Fiscal Year, or portion thereof, to determine whether the City made any overpayment or underpayment to the District during that Fiscal Year, or portion thereof. If the Parties' representatives determine that the City has overpaid the District during the prior Fiscal Year, or

portion thereof, the District will reimburse the City in the amount of the overpayment within 30 days after the meeting. If the Parties' representatives determine that the City underpaid the District during the Fiscal Year, or portion thereof, the City shall pay the District the amount of such underpayment within 30 days after the meeting. The Parties' obligations under this Section 5.5. shall survive the expiration or termination of this Agreement.

6. **INSURANCE AND INDEMNITY.**

6.1 District Insurance. The District shall obtain and maintain during the term of this Agreement insurance coverage that is at least as broad and in the amounts specified in this section and shall submit certificates of insurance for review and approval by the City. Acceptance of the certificates by the City does not relieve the District of any of the insurance requirements, nor decrease the liability of the District under this Agreement.

The District shall obtain and maintain in full force and effect workers' compensation insurance as required by the State of California with statutory limits and employer's liability insurance (for all employees engaged in services or operations at the Property) with limits no less than \$1 million per accident for bodily injury or disease.

The District shall obtain and maintain Automobile and Commercial General Liability Insurance that provides protection from claims that may arise from operations or performance under this Agreement.

The District shall cause the insurance to be not less than the following:

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Automobile.

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Commercial General Liability.

In addition, the District shall include the following coverages or endorsements in the policies: "The City of Antioch, its Council Members, Officers, and Employees are Additional Insureds in the policy(ies) as to obligations of Delta Diablo under the "Reverse Osmosis Discharge Facilities Operations and Maintenance Agreement," dated _____ between Delta Diablo and the City of Antioch.

6.2 City Insurance. The City shall obtain and maintain during the term of this Agreement insurance coverage that is at least as broad and in the amounts specified in this section and shall submit certificates of insurance for review and approval by the District. Acceptance of the certificates by the District does not relieve the City of any of the insurance requirements, nor decrease the liability of the City under this Agreement.

The City shall obtain and maintain in full force and effect workers' compensation insurance as required by the State of California with statutory limits and employer's liability insurance (for all employees engaged in services or operations at the Property) with limits no less than \$1 million per accident for bodily injury or disease.

The City shall obtain and maintain Automobile and Commercial General Liability Insurance that provides protection from claims that may arise from operations or performance under this Agreement.

The City shall cause the insurance to be not less than the following:

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Automobile.

\$1,000,000/Occurrence, Bodily Injury, Property Damage — Commercial General Liability.

In addition, the City shall include the following coverages or endorsements in the policies: "The District, its directors, officers, employees, and volunteers are Additional Insureds in the policy(ies) as to obligations of the City of Antioch under the "Reverse Osmosis Discharge Facilities Operations and Maintenance Agreement," dated _____ between Delta Diablo and the City of Antioch."

6.3 Mutual Indemnification.

6.3.1 *District's Defense and Indemnity Obligations*. To the fullest extent not prohibited by applicable law, the District shall indemnify, defend, and hold harmless the City, its officers, agents, employees, attorneys, divisions, related agencies and entities, successors and assigns, and contractors and representatives (each a "City Party") against any and all damages (including foreseeable and unforeseeable consequential damages), liabilities, claims, suits,

demands, judgments, orders, costs, fines, property damage, injuries, including death, penalties, attorney's fees, or expenses, of whatever character, (collectively, "Liabilities") to the extent that the Liabilities arise from, are connected with, or are caused by the negligence or willful misconduct of the District, its officers, employees, agents, and contractors while performing the District's obligations under this Agreement.

6.3.2 *City's Defense and Indemnity Obligations.* To the fullest extent not prohibited by applicable law, the City shall indemnify, defend, and hold harmless the District, its officers, agents, employees, attorneys, divisions, related agencies and entities, successors and assigns, and contractors and representatives (each a "District Party") against any and all Liabilities (a) to the extent that the Liabilities arise from, are connected with, or are caused by the negligence or willful misconduct of any City Party while performing any of the City's obligations under this Agreement, or (b) where the Liabilities arise from, are connected with, or are caused or contributed to by, in whole or in part, the volume or quality of the RO Concentrate discharged at the Outfall in violation of the Permit.

6.3.3 *Survival.* The obligations in paragraphs 6.3.1 and 6.3.2 shall survive the termination or expiration of this Agreement.

7. TERM AND RIGHT TO MAINTAIN DISCHARGE FACILITIES ON THE PROPERTY.

7.1 Term. The Term of this Agreement begins on the Effective Date, and it expires on _____, 2070, unless the Term is subsequently amended or unless the Agreement is sooner terminated in accordance with paragraph 7.2. At least 180 days before the expiration of the Term of this Agreement, the Parties' designated representatives will meet to seek to negotiate terms of a new agreement that would enable the Discharge Facilities to remain on the Property for their useful life.

7.2 Termination. An aggrieved Party may terminate this Agreement only in accordance with Section 8.3.

7.3 Right to Maintain Discharge Facilities. This Agreement provides the City with the right to maintain the Discharge Facilities on the Property, at no cost to the City, during the Term of this Agreement.

7.4 Relocation of Discharge Facilities. The City's use of the Property is, at all times, subordinate and secondary to the District's use of the Property. If the District determines that the Discharge Facilities, or the City's use of the Property, in any way conflicts, or may conflict, with the District's use or planned use of the Property, the District, at its sole discretion, may require the City, at its sole expense, to relocate or protect the Discharge Facilities to enable the District to use the Property for the District's intended purpose. Within 30 days after receiving a written relocation notice from the District, the Parties' designated representatives will meet to discuss the required relocation or protection of the Discharge Facilities, and the time by which the District will require the Discharge Facilities to be relocated or protected. If the City fails or refuses to relocate or protect the Discharge Facilities within the time required by the District, the District may relocate or protect the Discharge Facilities without having to satisfy the requirements of Section 8, and the City shall reimburse the District for its costs to relocate or protect the Discharge Facilities immediately upon demand by the District.

7.5 Modification of District's Use of Its Property. In lieu of requiring the City to relocate or protect its Discharge Facilities under Section 7.4, the District may, but is not required to, propose modifying the planned use of its Property to avoid the need for the City to relocate or protect the Discharge Facilities. The General Manager will provide the City written notice of a proposed modification and any cost increases the District expects it will incur in connection with that modification. Within 30 days after receiving that notice, the City shall provide the District written notice stating whether the City will (a) relocate or protect the Discharge Facilities in accordance with Section 7.4, or (b) pay all cost increases attributable to the modification of the District's use of the Property. If the City elects to pay those cost increases, the District will incorporate the modification into its planned use of its Property, and the City shall pay the District the actual amount of the cost increase attributable to the modification, as determined by the District, within 30 days after receiving an invoice from the District.

7.6 Removal of Discharge Facilities. Within a reasonable time after the termination or expiration of this Agreement, not to exceed 180 days, the City shall remove the Discharge Facilities from the Property. The District grants to the City a right of entry, not to exceed 180 days following the termination or expiration of this Agreement, to enter the Property and remove the Discharge Facilities. The City's removal of the Discharge Facilities must be coordinated with the District as not to interfere with WWTP operations. In lieu of the City's removal of the Discharge Facilities from the Property, the District, at its sole discretion, may allow the Discharge Facilities to remain on the Property, at which time they shall become the property of the District, provided that the City makes physical modifications to the Discharge Facilities to prevent any effluent from being released from the Discharge Facilities to the Outfall (e.g., capping the RO Concentrate disposal pipeline).

8. **DISPUTE RESOLUTION.**

8.1 Breach of Agreement. Either Party may terminate this Agreement if the other Party is in material breach of this Agreement and the breaching Party fails to cure the breach within sixty (60) calendar days (the "Cure Period") after receiving a written notice from the non-breaching party specifying the nature of the breach. If the breach cannot reasonably be cured within sixty (60) calendar days, the breaching Party may request a longer period of time to cure, provided (i) the breaching Party provides the non-breaching Party within such sixty (60) calendar day period a feasible plan that is capable of curing the breach, and (ii) the breaching party commences and diligently pursues such plan as soon as practicable.

8.2 Informal Dispute Resolution. In the event a Party, acting in good faith, believes that the other Party has violated, or threatens to violate, the terms of this Agreement, the aggrieved Party shall give written notice pursuant to notice and cure provisions of paragraph 8.1 of this Agreement. If the Party alleged to be in breach or threatening to breach this Agreement does not agree to cure the alleged violation, or seeks to cure the alleged violations in a manner that the aggrieved Party does not believe, in good faith, satisfies that Party's concern, the Parties shall first meet and confer to negotiate in good faith to resolve the dispute. This meet and confer shall take place during the cure period and shall include, at a minimum, the City Manager for the City and

the General Manager for the District. The Parties shall continue satisfying their remaining obligations under this Agreement during informal dispute resolution under this Section 8.2.

8.3 Mediation. In the event the Parties are unable to negotiate a mutually acceptable resolution through the informal dispute resolution process, the Parties shall submit the dispute to mediation before a mutually selected neutral mediator. The Parties shall continue satisfying their remaining obligations under this Agreement through the conclusion of mediation under this Section 8.3. If a dispute is not resolved at mediation, the aggrieved Party may, but is not required to, provide notice of intent to terminate this Agreement. Any such written notice of termination shall not be effective until at least one (1) year after the written notice is provided to the other Party. Until the effective date of the termination, the Parties shall continue satisfying their obligations under this Agreement.

8.4 Enforcement by Legal Action. If, after complying with the informal dispute resolution and mediation process in this section, the Parties are unable to resolve their dispute, the aggrieved Party, after providing thirty (30) calendar days written notice to the other Party, may initiate a legal or injunctive action to prevent a threatened breach or enforce the Agreement in response to a breach already committed. Unless an aggrieved party terminates this Agreement under paragraph 8.3, the Parties shall continue satisfying their obligations under this Agreement through any legal action seeking to prevent a threatened breach or to enforce the Agreement in response to a breach already committed.

9. **GENERAL PROVISIONS.**

9.1 Project Managers. In order to help facilitate communication between the Parties regarding the operation and maintenance of the Discharge Facilities, the Parties will each designate a project manager ("Project Manager") to be responsible for administering the terms and conditions of this Agreement and who will act as the primary point of contact for the other Party. If either Party elects to assign a different Project Manager to act on its behalf, that Party shall notify the other Party of the change in writing.

9.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the operation and maintenance of the Discharge Facilities. Any prior

agreements, promises, negotiations or representations are superseded by this Agreement. Any amendment to this Agreement must be in writing, reference the specific section(s) to be amended and be executed by the District and the City. The Parties acknowledge and agree that, notwithstanding anything to the contrary in the Access Agreement, following both the Effective Date of this Agreement, and the acceptance of the Discharge Facilities under the Access Agreement, this Agreement shall replace and supersede the Access Agreement, excepting only those provisions in the Access Agreement that expressly survive the termination or expiration of the Access Agreement, including but not limited to the insurance and indemnification obligations in paragraph 6 of the Access Agreement.

9.3 No Construction Against Drafter. Both Parties have participated in negotiating and drafting this Agreement. If an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

9.4 Notices. All notices required or permitted under this Agreement are to be in writing and delivered personally, or sent by overnight delivery service, or registered or certified mail, postage prepaid and directed as follows:

If to the District:

Delta Diablo
Attn: General Manager
2500 Pittsburg-Antioch Highway
Antioch, CA 94509-1373
Phone: (925) 756-1920

If to the City:

City of Antioch
Attn: City Manager
200 "H" Street
Antioch, CA 94509-1005
Phone: (925) 779-7011

Either Party may, at any time or from time to time, designate in writing a substitute address for that above set forth, and thereafter notices are to be delivered to such substitute address

B21

for that above set forth. Notices to either party are effective on the date of delivery, if delivered personally, on the next business day if sent by overnight courier, and three business days after depositing in the United States Postal Service system if sent via registered or certified mail.

9.5 No Assignment. Neither Party may assign, transfer, or otherwise substitute its interest in, or obligations under, this Agreement without the prior written consent of the other Party, which consent may not be unreasonable withheld or delayed.

9.6 Not a Joint Venture. Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. This Agreement may not be construed to convey to the City any rights, express or implied, to participate in any way in the operation of the District's wastewater treatment operations.

9.7 No Third-Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to, or does, confer upon any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

9.8 Waiver. No failure or delay by the District or the City to exercise any right under this Agreement may be construed as a waiver. The waiver of either Party of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement does not invalidate this Agreement and may not be deemed to be a waiver of any other covenant, condition, obligation, representation, warranty or promise.

9.9 Governing Law. The laws of the State of California govern all matters arising from this Agreement.

9.10 Additional Acts. The Parties agree to perform such additional acts as may be necessary to implement the terms and conditions of this Agreement.

9.11 Authority. The Parties represent that the person signing this Agreement for each Party is legally authorized and has the authority to bind that Party to the terms and conditions of this Agreement.

CITY OF ANTIOCH, a municipal corporation DELTA DIABLO, a county sanitation district

By:_____

By:_____

Title:_____

Title:_____

Its:_____

Its:_____

Exhibits

Exhibit 1 Map of District Property

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Scott Buenting, Project Manager

APPROVED BY: John Samuelson, Public Works Director/City Engineer JS

SUBJECT: First Amendment to the Agreement with EIDIM AV Technology for the City Hall Council Chambers Remodel (Audio-Video Communications) (P.W. 247-P1)

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a FY20/21 budget amendment for the City Hall Council Chambers Remodel (Audio-Video Communications) ("Project") in the amount of \$120,000 from the Public, Educational and Government ("PEG") Fund;
2. Authorizing an amendment increasing the contract with EIDIM AV Technology ("EIDIM") for the Project by \$120,000 for a total contract amount of \$263,676.45.

FISCAL IMPACT

The approval of this amendment will increase the contract with EIDIM by \$120,000 for a total contract amount of \$263,676.45, utilizing the PEG Fund. These funds can only be used for equipment, capital improvement projects and maintenance of facilities that produce PEG video content.

DISCUSSION

On April 23, 2019, the City Council awarded a contract to EIDIM for the Project. This work consists of furnishing and installing new Audio-Visual Equipment, as well as connection of low-voltage wiring from equipment and speakers being installed by the General Contractor for the City Hall Council Chambers Remodel (General Construction) project.

Staff recommends amending the existing contract with EIDIM to include furnishing and installing wall video panels in lieu of projectors and drop-down screens, providing additional facilities required to broadcast meetings and events, upgrading the voting system, improving dais communication, enhancing member and staff displays, and additional design and engineering required to improve the audio-visual system to meet the needs of the City.

ATTACHMENTS

A. Resolution

ATTACHMENT "A"

RESOLUTION NO. 2020/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A FY20/21 BUDGET AMENDMENT AND INCREASING THE
CONTRACT WITH EIDIM AV TECHNOLOGY FOR THE CITY HALL COUNCIL
CHAMBERS REMODEL (AUDIO-VIDEO COMMUNICATIONS) PROJECT FROM THE
PUBLIC, EDUCATIONAL AND GOVERNMENT FUND
P.W. 247-P1**

WHEREAS, on April 23, 2019, EIDIM AV Technology ("EIDIM") was awarded a contract by the City of Antioch to perform work associated with the City Hall Council Chambers Remodel (Audio-Video Communications) ("Project");

WHEREAS, the City has considered approving a FY20/21 budget amendment for the "Project" in the amount of \$120,000 from the Public, Educational and Government ("PEG") Fund; and

WHEREAS, the City has considered approving an amendment increasing the contract with EIDIM for the Project by \$120,000 for a total contract amount of \$263,676.45.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes an amendment increasing the FY20/21 capital improvement budget in the amount of \$120,000 from the PEG Fund and increasing the contract with EIDIM by \$120,000 for a total contract amount of \$263,676.45.

* * * * *

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 27th day of October 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Teri House, CDBG/Housing Consultant *TH*

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

SUBJECT: CDBG-CV3 CARE Fund Recommendations and Substantial Amendment to 2020-21 Action Plan

RECOMMENDED ACTION

It is recommended that the City Council:

1. Approve the recommendation of the CDBG Council Subcommittee and adopt the resolution and Substantial Amendment to the 2020-21 Action Plan for the use of CDBG-CV3 funding, and
2. Authorize the City Manager or designee to make the necessary FY 2020-21 budget adjustment for the approved funding in the Action Plan.

FISCAL IMPACT

The recommended action will commit \$644,289 in new federal CDBG-CV3 funding.

DISCUSSION

CCBG-CV3 Funding Substantial Amendment

The third and final round of CDBG-CV (Corona Virus) CARES Act funding was released on September 11, 2020. This round awarded funding to communities with the higher risk of eviction. Guidance from the HUD Secretary, Ben Carson, is that the funds be prioritized to "households struggling to meet their rental or mortgage obligations to stay afloat as our nation continues to recover from the coronavirus pandemic."

The City of Antioch was allocated \$644,289, which is \$135,032 more than the CV1 allocation of \$509,257. Total CDBG-CV funds awarded is \$1,153,546, in addition to the annual CDBG Entitlement allocation of \$865,689.

City Council approved allocation of CDBG and CDBG-CV1 funds at the May 12, 2020 City Council meeting and now must consider the recommendations of the CDBG Subcommittee for CDBG-CV3 funds.

The CDBG Subcommittee, consisting of Councilmember Lori Ogorchock and Mayor Pro Tem Joy Motts, met with staff on September 25th. The City had just awarded rental assistance funding to two agencies using the CDBG RFP process, and it was determined that this funding should be allocated to these already-funded agencies which have experience in this area. Subcommittee preference was to put the money in a funding pool to be drawn upon by either agency as needed. After discussion, the Subcommittee also recommended that 20% in CDBG-CV3 Administration funds be set aside to assist eligible lower income homeowners with legal assistance to help prevent mortgage default and foreclosure. These items comprise the recommendation for the CDBG-CV3 funding. In the event that HUD does not permit a pool for funding (awaiting determination) then the suggested funding allocation is \$319,289 to SHELTER Inc. and \$200,000 to St. Vincent de Paul, with \$125,000 in Administration funds retained for the purpose of finding legal resources to prevent mortgage foreclosure.

Emergency Rental Assistance Priority Index

HUD has stressed in recent All-Grantee meetings that the distribution of these funds must be consistent with the jurisdiction's Consolidated Plan data that shows the prevalence of renters and owners who are cost burdened and severely cost burdened, those living in substandard conditions, and other data presented in the Plan that highlight those at greatest risk of losing their housing and possibly becoming homeless as a result.

Because the amount of assistance to help prevent default and evictions is so limited compared to the estimates of the people who will require assistance, the Urban Institute developed the Emergency Rental Assistance Priority Index. This index estimates the level of need in a census tract by measuring the prevalence of low-income renters who are at risk of experiencing housing instability and homelessness. To do this, it examines neighborhood conditions and demographics, incorporating instability risk factors before the pandemic as well as the pandemic's economic impacts. The index emphasizes an equitable approach, accounting for risk factors that are higher for certain groups, particularly Black, Indigenous, and Latinx renters. This information helps the City to target areas where resources for residents are likely to have the greatest impact on reducing housing instability and homelessness.

Data sources used to create this index include the 2014-18 American Community Survey five-year estimates, the Urban Institute's "Where Low-Income Jobs Are Being Lost to Covid-19" data tool, and the U.S. Department of Housing and Urban Development's 2012-16 Comprehensive Housing Affordability Strategy dataset, which was used to create the Contra Costa County Consortium 2020-25 Consolidated Plan.

Coupling the Consolidated Plan information with the Urban Institute data allows City Council to consider targeting limited funding to the census tracts with the greatest need. These areas are the two darkest blue colored areas in Attachment A.

Priority census tracts for the City of Antioch are indicated with green arrows in descending order of greatest need on the second, blue map. The Sycamore area, arrow #1, has the highest need. The Delta Fair area ranks #2, Downtown area #3, the mobile home/Gentrytown area #4, and east Antioch Wilber/Yellowstone area north of the freeway and east of Hillcrest is #5. There are 2,200 extremely low-income renters who reside in these five areas. Lesser, but still significant, need exists in the lighter blue shaded areas which have arrows in yellow. The number of extremely low-income renters in these seven areas is 1,780. The remaining light blue areas have a lesser concentration of risk factors that indicate a need for subsidy.

Council may wish to utilize this information to make a decision about how best to deploy the limited funding available. Since \$430,000 in CDBG-CV1 funding was directed for rental/mortgage/utility assistance for lower income households throughout the *entire* city (as this Urban Institute data was not available at that time), following are four scenarios:

1. Target outreach and all CV-3 (\$519,289) assistance funding in the top five census tracts with the highest priority need (potential 2,200 households [HH]).
2. Target outreach and CV-3 assistance funding in the top five census tracts with the highest priority need, but permit extremely low-income households in the remaining high-need census tracts, #6-12, to apply for funding as well (potential 3,980 HH).
3. Target outreach and all CV-3 assistance funding in all 12 of the higher need census tracts (potential 3,980 HH).
4. Target outreach and CV-3 assistance funding in all 12 of the higher need census tracts and permit extremely low-income households throughout the city to apply for funding as well.

To visualize how many households the City's rent/mortgage/utility assistance program may assist, the following calculations may be helpful:

CV1 funding assistance = \$430,000, CV3 = \$519,289, total = \$949,289.

- If the average assistance awarded is \$2,000 per household, these funds can serve a maximum of 475 households.
- \$3,000 per household assistance = 317 households served
- \$4,000 per household assistance = 238 households served
- \$5,000 per household assistance = 190 households served
- \$6,000 per household assistance = 87 households served

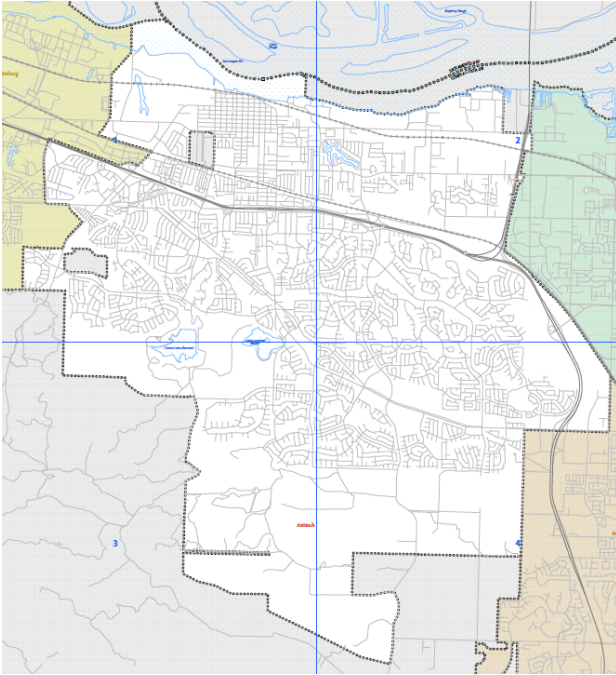
Staff recommends either option #1 or #2. These approaches reach the households that have the least resources, highest rent burden, and hardest hit by employment loss, who are most vulnerable to falling into homelessness should they become displaced.

ATTACHMENTS

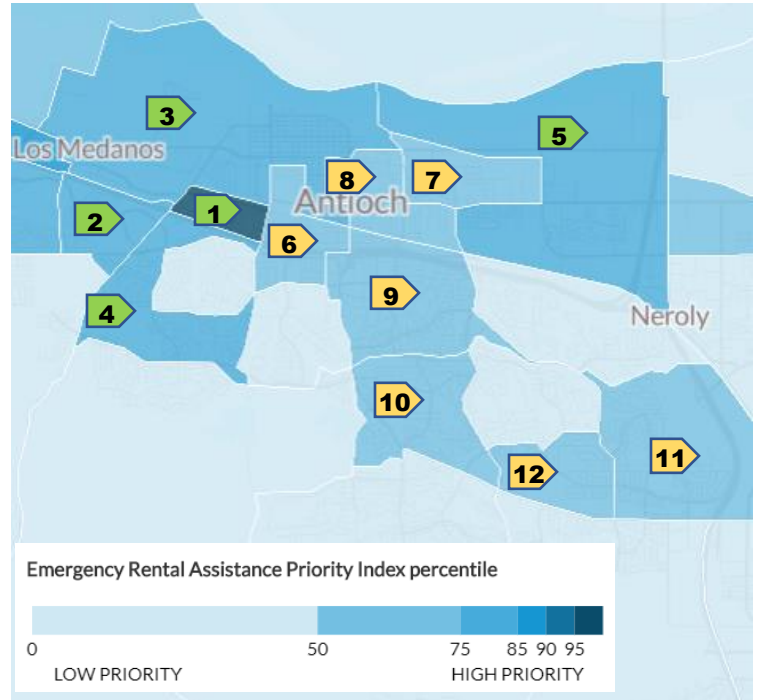
- A. Emergency Rental Assistance Priority Index for City of Antioch
- B. 2020-21 Action Plan with CV-3 Funding Recommendations
- C. Resolution for Substantial Amendment to the 2021-21 Action Plan

Where to Prioritize Emergency Rental Assistance to Keep Renters in Their Homes – Antioch

City of Antioch Boundaries



City of Antioch Emergency Rental Priority Census Tracts



Following is data on highest need census tracts



ELI renters = extremely low-income renters, or renters with incomes at or below 30 percent of the area median income

To allow local decisionmakers to compare the needs of neighborhoods in their area, our map displays each census tract based on the percentile that its index value falls into compared with all other tracts in the state. For this reason, the Emergency Rental Assistance Priority Index percentiles in this tool and the values in the data download should not be used to compare housing instability risk in census tracts in different states.

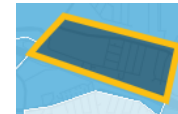
These subindexes and their underlying indicators have been weighted differently based on evidence that certain factors disproportionately contribute to homelessness and health risks. To see the indicator values that make up each census tract's subindexes and for more information about how we calculated the Emergency Rental Assistance Priority Index, download the [data](#) and the [technical appendix](#).

1

Sycamore area (darkest) has highest need

CENSUS TRACT 307202

in Contra Costa County, CA



680

ELI renters



Emergency Rental Assistance Priority Index: 96th percentile (among California tracts)

Housing Instability Risk Subindex: 96th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 68th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 97th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

2

CENSUS TRACT 307201
in Contra Costa County, CA



285
ELI renters

Emergency Rental Assistance Priority Index: **83rd**
percentile (among California tracts)

Housing Instability Risk Subindex: 90th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 67th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 72nd percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

3

CENSUS TRACT 305000
in Contra Costa County, CA



565
ELI renters

Emergency Rental Assistance Priority Index: **79th**
percentile (among California tracts)

Housing Instability Risk Subindex: 84th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 71st percentile

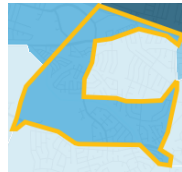
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 70th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

4

CENSUS TRACT 307205
in Contra Costa County, CA



625
ELI renters

Emergency Rental Assistance Priority Index: **77th**
percentile (among California tracts)

Housing Instability Risk Subindex: 82nd percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 48th percentile

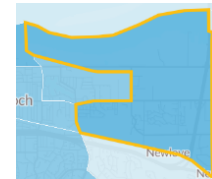
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 70th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

5

CENSUS TRACT 306002
in Contra Costa County, CA



45
ELI renters

Emergency Rental Assistance Priority Index: **76th**
percentile (among California tracts)

Housing Instability Risk Subindex: 88th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 75th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 56th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

6

CENSUS TRACT 307102
in Contra Costa County, CA



395
ELI renters

Emergency Rental Assistance Priority Index: 72nd percentile (among California tracts)

Housing Instability Risk Subindex: 69th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 75th percentile

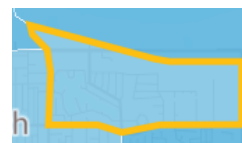
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 69th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

7

CENSUS TRACT 306004
in Contra Costa County, CA



195
ELI renters

Emergency Rental Assistance Priority Index: 67th percentile (among California tracts)

Housing Instability Risk Subindex: 81st percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 28th percentile

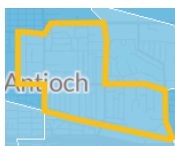
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 56th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

8

CENSUS TRACT 306003
in Contra Costa County, CA



420
ELI renters

Emergency Rental Assistance Priority Index: 64th percentile (among California tracts)

Housing Instability Risk Subindex: 64th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 73rd percentile

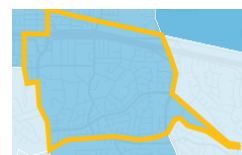
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 59th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

9

CENSUS TRACT 308001
in Contra Costa County, CA



270
ELI renters

Emergency Rental Assistance Priority Index: 63rd percentile (among California tracts)

Housing Instability Risk Subindex: 68th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 56th percentile

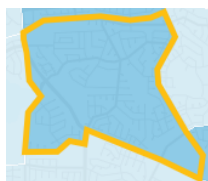
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 56th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

10

CENSUS TRACT 355109
in Contra Costa County, CA



160
ELI renters

Emergency Rental Assistance Priority Index: **56th**
percentile (among California tracts)

Housing Instability Risk Subindex: 40th percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 52nd percentile

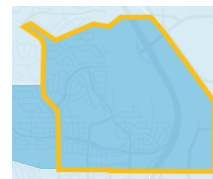
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 66th percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

11

CENSUS TRACT 302009
in Contra Costa County, CA



275
ELI renters

Emergency Rental Assistance Priority Index: **55th**
percentile (among California tracts)

Housing Instability Risk Subindex: 43rd percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 36th percentile

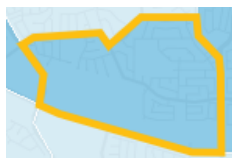
Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 63rd percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

12

CENSUS TRACT 355110
in Contra Costa County, CA



65
ELI renters

Emergency Rental Assistance Priority Index: **52nd**
percentile (among California tracts)

Housing Instability Risk Subindex: 41st percentile

Shares of: people living in poverty, renter-occupied housing units, severely cost-burdened low-income renters, severely overcrowded households, and unemployed people

COVID-19 Impact Subindex: 12th percentile

Shares of: adults without health insurance and low-income jobs lost to COVID-19

Equity Subindex: 62nd percentile

Shares of: people of color, extremely low-income renter households, households receiving public assistance, and people born outside the US

The remaining lighter blue areas are not shown here, nor rated, and are not recommended for subsidy assistance.

The link for this data from the Urban Institute is:
https://www.urban.org/features/where-prioritize-emergency-rental-assistance-keep-renters-their-homes?cm ven=ExactTarget&cm cat=LAB Prioritizing+Rental+Assistance CoC+%26+HUD+grantees&cm pla=All+Subscribers&cm ite=new+tool+developed+by+a+team+of+Urban+Institute+researchers&cm ainfo=&&utm_source=urban EA&&utm_medium=email&&utm_campaign=prioritizing rental assistance&&utm_term=lab&&utm_content=coc hudgrantees

FY 2020-21 Action Plan Strategies & Funding of the 2020-25 Consolidated Plan Priority Goals									
Applicant		Project Name	Funds 10/9/2020						TOTAL
			865,689	339,711	87,175	509,257	644,289	1,075,000	3,521,121
			CDBG-EN	CDBG-RLF	Prior Yr CDBG	CDBG-CV1	CDBG-CV3	Housing Successor	ALL SOURCES
Homeless Goals and Strategies (H-1 and H-2)									
H-1: Permanent Housing for Homeless. Further “Housing First” approach to ending homelessness by supporting homeless outreach efforts, emergency shelter, transitional housing, and permanent housing with supportive services to help homeless persons achieve housing stability.									
H-1.1	CCC Health, Housing, Homeless Svcs	CORE Homeless Outreach						30,000	30,000
H-1.2	Interfaith Council of CCC	Winter Nights Emergency Family Shelter						15,000	15,000
H-1.3	STAND!	Emergency Domestic Violence Shelter						10,000	10,000
Subtotal Homeless Shelter Strategies:			0	0		0		55,000	55,000
H-2: Prevention of Homelessness. Expand existing prevention services including emergency rental assistance, case management, housing search assistance, legal assistance, landlord mediation, money management and credit counseling.									
H-2.1	Bay Area Legal Aid (BALA)	Eviction Services for Homeless Prevention						25,000	25,000
H-2.2	Contra Costa Crisis Center	Crisis/211 Homeless Services						10,000	10,000
H-2.3	Loaves & Fishes of CC	Nourishing Lives				10,000		10,000	20,000
H-2.4	SHELTER, Inc.	Homeless Prevention/Rapid Rehousing				300,000	319,289	30,000	649,289
H-2.5	St. Vincent de Paul - NEW	Homeless Prevention Project				130,000	200,000	30,000	360,000
					or City fund pool for rental assistance by these agencies				
Subtotal Homeless Prevention Strategies:			0	0	0	440,000	519,289	105,000	1,064,289
Subtotal Homeless Strategies:			0	0	0	440,000	519,289	160,000	1,119,289
Public Services Goals and Strategies (CD-1-5)									
CD-1: General Public Services. Ensure that opportunities and services are provided to improve the quality of life and independence for lower-income persons, and ensure access to programs that promote prevention and early intervention related to a variety of social concerns.									
CD-1.1	Cancer Support Community	Antioch CSC Center	10,000						10,000
CD-1.2	Opportunity Junction - NEW	Technology Center Training	10,000						10,000
Subtotal General Public Services			20,000	0		0		0	20,000
CD-2: Non-Homeless Special Needs. Ensure that opportunities and services are provided to improve the quality of life and independence for persons with special needs, such as elderly and frail elderly, victims of domestic violence, persons with HIV/AIDS, persons with mental, physical and developmental disabilities, abused children, illiterate adults and migrant farm workers.									
CD-2.1	Choice in Aging - NEW	Bedford Center Adult Day Health Care	10,000						10,000
CD-2.2	CC Family Justice Alliance	Navigation for Victims of DV, Abuse	10,000						10,000
CD-2.3	CC Senior Legal Services	Legal Services for older Americans	10,000						10,000
CD-2.4	Lions Center	Independent Living Skills	10,000						10,000
CD-2.5	Meals on Wheels Diablo Region	Care Management	10,000			10,000		10,000	30,000
CD-2.6	Meals on Wheels Diablo Region	Meals on Wheels (MOW)	10,000			20,000			30,000
CD-2.7	Ombudsman Services CC	Advocacy in Care Facilities	10,000						10,000
Subtotal Non-Homeless Special Needs Strategies:			70,000	0	0	30,000	0	10,000	110,000
CD-3: Youth. Increase opportunities for children/youth to be healthy, succeed in school, and prepare for productive adulthood.									
CD-3.1	Bay Area Crisis Nursery - NEW	Emergency child shelter services	10,000						10,000
CD-3.2	Court Appointed Special Advocates	Children At Risk	10,000						10,000
Subtotal Youth Strategies:			20,000	0	0	0	0	0	20,000
CD-4: Fair Housing. Continue to promote fair housing activities and affirmatively further fair housing to eliminate discrimination in housing choice.									
CD-4.1	ECHO Housing	Fair Housing Services	25,000						25,000
Subtotal Fair Housing Strategies (Funded from CDBG Administration):			25,000	0	0	0	0	0	25,000
CD-5: Tenant/Landlord Counseling. Support the investigation and resolution of disagreements between tenants and landlords and to educate both as to their rights and responsibilities, so as to help prevent people from becoming homeless and to ensure fair housing opportunity.									
CD-5.1	ECHO Housing	Tenant-Landlord Services	30,000			20,000			50,000
Subtotal Tenant/Landlord Counseling Strategies:			30,000	0	0	20,000	0	0	50,000
Total Public Services Funding (does not include Fair Housing, funded from Admin):			140,000	0	0	490,000	519,289	225,000	1,374,289
Economic Development (CD-6)									
CD-6: Economic Development. Reduce the number of persons with incomes below the poverty level, expand economic opportunities for very low- and low-income residents, and increase the viability of neighborhood commercial areas.									
CD-6.1	CocoKids	Road to Success	20,000						20,000
CD-6.2	Opportunity Junction	Administrative Careers Training (ACT)	60,000						60,000
Subtotal Economic Development Strategies:			80,000	0	0	0	0	0	80,000
Infrastructure Development (CD-7)									
CD-7: Infrastructure and Accessibility. Maintain adequate infrastructure in lower income areas, and ensure access for the mobility-impaired by addressing physical access barriers to goods, services, and public facilities in such areas.									
CD-7.1	City of Antioch	ADA Improvements City Hall	282,296						282,296
CD-8: Public Facilities for Homeless and Emergency Services. Improve public facilities at which agencies deliver services to homeless residents and those that will serve as Cooling Centers, Warming Centers, and Clean Air Centers.									
CD-8.1	Contra Costa County Library - Antioch	18th St. Library HVAC Replacement	195,000						195,000
Subtotal Infrastructure and Accessibility, and Public Facility Strategies:			477,296	0	0	0		0	477,296
Administration (CD8)									
CD-9: Administration. Support development of viable urban communities through extending and strengthening partnerships among all levels of government and the private sector, and administer federal grant programs in a fiscally prudent manner.									
CD-8.1	City of Antioch	Administration of CDBG Prog	143,393			19,257	125,000		287,650
Subtotal Administration & Fair Housing Strategies:			168,393	0	0	19,257	125,000	0	312,650
Subtotal Non-Housing Community Development Strategies:			865,689	0	0	509,257	644,289	225,000	2,244,235
Affordable Housing Goals and Strategies (AH-1 – AH-3)									
AH-1: Increase Affordable Rental Housing Supply. Expand housing opportunities for extremely low-income, very low-income, and low-income households by increasing the supply of decent, safe, and affordable rental housing.									
AH-2: Increase Affordable Supportive Housing. Expand housing opportunities for persons with special needs, including seniors, persons with disabilities, persons with HIV/AIDS, veterans, and the homeless, by increasing appropriate and supportive housing.									
AH-3: Maintain and Preserve Affordable Housing. Maintain and preserve the existing affordable housing stock, including single family residences owned and occupied by lower-income households, multi-family units at risk of loss to the market, and housing in deteriorating or deteriorated lower income neighborhoods.									
AH-3.1	Bay Area Affordable Homeownership Alliance	Antioch Homeownership Program						50,000	50,000
AH-3.2	City of Antioch	AHOP Homebuyer Down payment Loans						300,000	300,000
AH-3.3	Habitat for Humanity East Bay, Inc.	Homeowner Rehabilitation Program						500,000	500,000
AH-4: Reduce household energy costs. Increase housing and energy security to make housing more affordable to lower income households by reducing the consumption of energy.									
AH-4.1	Rising Sun Center for Opportunity	Home Energy & Water Assessment/ Remediation		30,000					30,000
AH-5: Expand community resilience to natural hazards. Increase resilience to natural hazards of housing stock occupied by lower income residents.									
Subtotal Affordable Housing Strategies:			0	30,000	0	0	0	850,000	880,000
Total Each Funding Source:			865,689	30,000	0	509,257	644,289	1,075,000	3,124,235
Balance All Funding Sources:			0	309,711	87,175	0	0	0	396,886
			CDBG-EN	CDBG-RLF	Prior Yr CDBG	CDBG-CV1	CDBG-CV3	Housing Successor	ALL SOURCES

ATTACHMENT “C”

RESOLUTION NO. 2020/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADOPTING THE SUBSTANTIAL AMENDMENT TO THE 2020-21 ACTION PLAN FOR THE CITY OF ANTIOCH AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE ADJUSTMENTS TO THE FY 2020-21 BUDGET FOR THE FUNDING IN THE APPROVED ACTION PLAN

WHEREAS, the City of Antioch has been designated by the U.S. Department of Housing and Urban Development (HUD) as a community entitled to receive, by allocation, Community Development Block Grant Funds to help develop viable urban communities through the provision of decent housing, a suitable living environment, and economic opportunity for lower income residents;

WHEREAS, as a condition of funding, HUD requires recipient jurisdictions to prepare a one-year Action Plan as a subsidiary document to the Consolidated Plan, to indicate how funds will be expended to benefit eligible populations in each year of the five-year Consolidated Plan period;

WHEREAS, HUD requires recipient jurisdictions to execute a Substantial Amendment when: allocating new funding to an existing Action Plan; to carry out a new activity using funds covered under the Consolidated Plan; to make a change in the City’s allocation priorities or a change in its method of distributing funds; to change the purpose, scope, location or beneficiaries of an activity; or other program changes activities identified in the City’s Citizen Participation Plan;

WHEREAS, HUD has allowed jurisdictions to make an exception to the 30-day required public comment period, for which the City has applied to reduce the public comment period to a minimum 10 days;

WHEREAS, CDBG entitlement jurisdictions were awarded a special allocation of CDBG-CV3 funds to be used to prevent, prepare for, and respond to the COVID-19 pandemic (coronavirus) as part of an allocation authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020 as a response to the growing effects of this historic public health crisis;

WHEREAS, the City of Antioch has been allocated by HUD the amount of \$644,289 in CDBG-CV3 (corona virus) funds for Fiscal Year 2020-21;

WHEREAS, the City of Antioch, consistent with HUD’s program rules on eligibility, and guidance about CDBG-CV funding, has chosen to allocate all CDBG funds to several programs providing tenant support and rental/mortgage/utility assistance, in support of HUD’s National Objective to primarily benefit low and moderate-income persons; and

WHEREAS, the City of Antioch has determined that the expenditure of these funds will have the cumulative effect of advancing the Consolidated Plan objectives in the short and long-term.

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

- The City hereby determines that it is appropriate to Substantially Amend the City of Antioch FY 2020-21 Action Plan to HUD, detailing the City's plans for the expenditure of CDBG-CV3 funds in accordance with the priorities outlined in the Consolidated Plan and in support of HUD's national objectives (attached hereto as Exhibit A and incorporated by reference);
- The City Manager, or designee, is designated as the City representative to submit the Substantial Amendment and Application for CARES CDBG-CV3 funding and all other relevant documents and all understandings and assurances contained therein, and directs and authorizes said representative to disburse funds and execute all attendant documents and agreements consistent with the City Council's designation and approval of the programs, activities and projects as designated in the City of Antioch FY 2020-21 Action Plan, and to act in connection with the submission and to provide such additional information as may be required; and
- The City Manager or designee is hereby authorized to make the necessary budget adjustments to the FY2020-2021 budget in accordance with the approved funding in the Action Plan.

* * * * *

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 27th day of October, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ARNE SIMONSEN, MMC
CITY CLERK OF THE CITY OF ANTIOCH

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of October 27, 2020

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Ron Bernal, City Manager *RB*

SUBJECT: Waterfront Revitalization Subcommittee Recommendations to City Council

RECOMMENDED ACTION

It is recommended that the City Council:

- 1) Receive an update from Committee members of the Waterfront Revitalization Subcommittee on their subcommittee activities.
- 2) Direct staff on how to proceed with the recommended actions.

FISCAL IMPACT

This recommended action has no direct fiscal impact.

DISCUSSION

At the August 25, 2020 City Council meeting Mayor Pro Tem Motts and Council Member Wilson reported out on a number of topics that were identified by the Waterfront Revitalization Ad Hoc Committee. These included but are not limited to the following: launching a pilot program to close 2nd St. between G St. and City Hall; establishment of parklets to allow for on-street outdoor dining or business; installation of speed tables on 2nd St.; creating the Waterfront Dining District in the Downtown; and development of an unreinforced masonry building policy. They also recommended that the Waterfront Revitalization Ad Hoc be turned into a standing committee.

At the September 8, 2020 meeting the City Council approved the creation of a Waterfront Revitalization Standing Committee with Mayor Pro Tem Motts and Council Member Wilson as the City Council committee members.

Staff is requesting Council direction on further investigation and implementation of measures and initiatives for downtown. The establishment of parklets adjacent to several eating establishments has already occurred.

ATTACHMENTS

A: Waterfront/Downtown Properties Map

Waterfront/Downtown Properties



Areas in **GREEN** are City of Antioch-Owned Parcels

Areas in **RED** are Privately-Owned Parcels