



## **ANNOTATED AGENDA**

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

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**Date: Tuesday, January 26, 2021**

**Time: 7:00 P.M. – Regular Meeting**

**Place:** The City of Antioch, in response to the Executive Order of the Governor and the Order of the Health Officer of Contra Costa County concerning the Novel Coronavirus Disease, is making Antioch City Council meetings available via Comcast channel 24, AT&T U-verse channel 99, or live stream (at [www.antiochca.gov](http://www.antiochca.gov)).

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

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.

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**Lamar Thorpe**, Mayor

**Monica E. Wilson**, Mayor Pro Tem (Council Member District 4)

**Tamisha Torres-Walker**, Council Member District 1

**Michael Barbanica**, Council Member District 2

**Lori Ogorchock**, Council Member District 3

**Ellie Householder**, City Clerk

**Lauren Posada**, City Treasurer

**Ron Bernal**, City Manager

**Thomas Lloyd Smith**, City Attorney

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

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

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

## **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](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](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](https://www.antiochca.gov/raise_hand). Please ensure your Zoom client is updated so staff can enable your microphone when it is your turn to speak.
3. Email comments to [cityclerk@ci.antioch.ca.us](mailto: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](mailto:publicworks@ci.antioch.ca.us).



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

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. 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](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.

**7:02 P.M.      ROLL CALL – REGULAR MEETING – for Council Members – *All Present***

#### **PLEDGE OF ALLEGIANCE**

#### **1.      PROCLAMATIONS**

- Black History Month, February 2021
- Teen Dating Violence Awareness Month, February 2021

***Approved, 5/0***

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

#### **2.      ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

- Virtual Strategic Planning and Visioning Workshop in February 2021
- Upcoming “Bridging the Gap” Roundtable Discussions in February 2021

#### **3.      ANNOUNCEMENTS OF BOARD, COMMISSION AND COMMITTEE OPENINGS**

- POLICE CRIME PREVENTION COMMISSION
- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- PLANNING COMMISSION

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

## **CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS**

### **MAYOR’S COMMENTS**

- 4. PRESENTATION** – *Contra Costa Family Justice Center, presented by Executive Director Susun Kim*

**5. CONSENT CALENDAR**

- A. APPROVAL OF COUNCIL MINUTES FOR DECEMBER 8, 2020**

***Approved, 5/0***

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

- B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 11, 2020**

***Approved, 5/0***

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

- C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 15, 2020**

***Approved, 5/0***

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

- D. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR DECEMBER 18, 2020**

***Approved, 5/0***

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

- E. APPROVAL OF COUNCIL MINUTES FOR JANUARY 12, 2021**

***Continued, 5/0***

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

- F. APPROVAL OF COUNCIL WARRANTS**

***Approved, 5/0***

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

## **CONSENT CALENDAR – Continued**

### **G. CONSIDERATION OF BIDS FOR THE INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS (P.W. 409-7)**

***Reso. No. 2021/08 adopted, 5/0***

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

- 1) Releasing M4 Concrete and Drywall, Inc. (M4) from their bid for the Installation of Curb Ramps at Various Locations ("Project") due to a mistake made filling out their bid;
- 2) Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder, J.J.R. Construction, Inc. ("JJR");
- 3) Approving an Agreement with JJR in the amount of \$278,290; and
- 4) Authorizing the City Manager to execute the Agreement for the Project with JJR for a total amount of \$278,290.

### **H. CONSIDERATION OF BIDS FOR THE PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS (P.W. 709-1)**

***Reso. No. 2021/09 adopted, 5/0***

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

- 1) Awarding the construction agreement ("Agreement") for the Pavement Plugs and Leveling Courses at Various Locations ("Project") to the lowest, responsive and responsible bidder Teichert Construction ("Teichert");
- 2) Approving an Agreement with Teichert in the amount of \$1,785,645; and
- 3) Authorizing the City Manager to execute the Agreement for the Project with Teichert for a total amount of \$1,785,645.

### **I. AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE A PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**

***Reso. No. 2021/10 adopted, 5/0***

Recommended Action: It is recommended that the City Council adopt a resolution approving the pipeline crossing agreement ("Agreement") with Union Pacific Railroad ("UPRR") for the Brackish Water Desalination ("Project") and authorizing the City Manager or designee to execute the Agreement.

## **CONSENT CALENDAR – Continued**

- J.** FIRST AMENDMENT TO THE CONSULTANT SERVICES AGREEMENT WITH CONSTRUCTION TESTING SERVICES FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

**Reso. No. 2021/11 adopted, 5/0**

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

- 1) Approving the first amendment to the Consultant Services Agreement ("Agreement") with Construction Testing Services ("CTS") for material testing and special inspection services during construction of the Brackish Water Desalination ("Project") in the amount of \$248,744 for a total contract amount of \$298,744 and extend the term of the Agreement to December 31, 2023; and

- 2) Authorizing the City Manager to execute the Agreement.

- K.** UPDATE TO THE EMERGENCY DECLARATION FOR MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE EROSION AT THE WATER TREATMENT PLANT

**Received, 5/0**

Recommended Action: It is recommended that the City Council receive an update to the Declaration of Emergency for mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant.

- L.** RESOLUTION ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF BONDS FOR WILDFLOWER STATION, TRACT NO. 9427 (P.W. 460-4)

**Reso. No. 2021/12 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution accepting the completed improvements, authorizing the City Manager or designee to file a Notice of Completion for the Project and the release of bonds for Wildflower Station, Tract No. 9427.

- M.** RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TYLER TECHNOLOGIES, INC. TO PROVIDE A NEW PERMITTING SOFTWARE SYSTEM UPGRADE TO REPLACE CRW

**Reso. No. 2021/13 adopted, 5/0**

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into a contract with Tyler Technologies, Inc. to provide a new Permitting Software System Upgrade to replace CRW. The contract will be for the initial term of four years beginning on January 27, 2021 and terminating on June 30, 2025 for an amount not to exceed \$800,000.

## **CONSENT CALENDAR – Continued**

### **N. APPROVAL OF TREASURER'S REPORT FOR DECEMBER 2020**

***Received and filed, 5/0***

Recommended Action: It is recommended that the City Council receive and file the December 2020 Treasurer's Report.

## **COUNCIL REGULAR AGENDA**

### **6. SALES TAX CITIZENS' OVERSIGHT COMMITTEE APPOINTMENTS**

***Reso. No. 2021/14 adopted  
Appointing Dr. Kate Svyatets, 5/0  
and Cortney L. Jones, 5/0  
to the full-term vacancies expiring March 2024***

Recommended Action: It is recommended that the Mayor nominate, and Council appoint two members to the Sales Tax Citizens' Oversight Committee for full-term vacancies which will expire March 2024 by resolution.

### **7. PROPOSED URGENCY ORDINANCE TO AMEND ARTICLE 3845(A) OF CHAPTER 5 OF TITLE 9 OF THE ANTIOCH MUNICIPAL CODE, TEMPORARILY PROHIBITING NEW RETAIL CANNABIS BUSINESSES IN THE CITY**

***Ord. No. 2192-C-S adopted with amendments, 5/0***

Recommended Action: It is recommended that the City Council adopt the urgency ordinance to amend section 9-5.3845(A) of the Antioch Municipal Code. (A 4/5 vote of the City Council is required for approval of an urgency ordinance.)

### **8. RESOLUTION APPROVING THE FOURTH AMENDMENT TO THE JOINT EXERCISE OF POWERS AGREEMENT FOR THE EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY AND APPROVING AND ADOPTING THE EAST CONTRA COSTA REGIONAL FEE PROGRAM UPDATE REPORT TO INCLUDE SAND CREEK ROAD FROM STATE ROUTE 4 TO DEER VALLEY ROAD**

***Reso. No. 2021/15 adopted, 5/0***

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

- 1) Approve and authorize the Fourth Amendment to the Joint Exercise of Powers Agreement ("JEPA") for East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"); and
- 2) Approve and adopt the ECCRFFA Program Update Report to include Sand Creek Road from State Route 4 to Deer Valley Road.

## **PUBLIC COMMENT**

## **STAFF COMMUNICATIONS**

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

**MOTION TO ADJOURN** – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*  
***Motioned to adjourn meeting at 9:09 p.m., 5/0***





***IN HONOR OF BLACK HISTORY MONTH  
FEBRUARY 2021***

*WHEREAS, Black History Month is observed in February of every year;*

*WHEREAS, the origins of Black History Month can be traced to 1915, half a century after the Thirteenth Amendment abolished slavery in the United States;*

*WHEREAS, the Black History Month 2021 theme, “Black Family: Representation, Identity and Diversity” explores the African diaspora, and the geographic spread of Black families across the United States;*

*WHEREAS, the achievements of African Americans in the Arts, Civil Rights, Education, Entertainment, Government, History, Law, Literature, Medicine, Military, Music, Politics, Science, Sports, and other endeavors are recognized and celebrated in the month of February;*

*WHEREAS, the observance of Black History Month calls our attention to the ongoing need to build a community and society that lives up to our collective democratic ideals;*

*WHEREAS, the City of Antioch continues to work toward becoming an inclusive community in which all residents — past, present, and future — are respected and recognized for their contributions and potential contributions to our community, the state, the country, and the world; and*

*WHEREAS, the City of Antioch is proud to honor the history and contributions of African Americans in our community, throughout our state, and nation.*

*NOW, THEREFORE, I, LAMAR THORPE, Mayor of the City of Antioch, do hereby proclaim February 2021 to be “Black History Month” and encourage all citizens to celebrate our diverse heritage and culture, and continue our efforts to create a world that is more just, peaceful, and prosperous for all.*

**JANUARY 26, 2021**

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**LAMAR THORPE, Mayor**

**1.01  
01-26-21**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**TEEN DATING VIOLENCE AWARENESS AND PREVENTION MONTH  
FEBRUARY 2021**

*WHEREAS, teen dating violence, also known as teen dating abuse, is a serious and growing problem in Contra Costa County; as well as the City of Antioch;*

*WHEREAS, teen dating violence is defined as a pattern of destructive behaviors used to exert power and control over a current or former partner, including actual or threatened acts of physical, sexual, emotional, and/or verbal abuse;*

*WHEREAS one in three teens report knowing a friend or peer who has been hit, punched, kicked, choked or physically hurt by their partner;*

*WHEREAS, approximately 10 percent of adolescents nationwide reported being the victim of physical violence and 20 to 30 percent reported being verbally or psychologically abused by a romantic partner in the previous year;*

*WHEREAS, students who are victims in high school are at higher risk for victimization during college, and adolescent perpetrators of dating violence are more likely to abuse their intimate partners as adults;*

*WHEREAS, protective factors and conditions in the environments of an adolescent's home, school, community, family and peer groups serve to promote resilience, positive youth development and protect adolescents from abuse in relationships;*

*WHEREAS, when adolescents feel connected to their school, or delay the onset of dating relationships, incidence of teen dating violence greatly declines;*

*WHEREAS, coordinated intervention and prevention efforts can address warning signs of dating abuse before behaviors escalate, protect the safety of teens and help ensure a positive climate and safe environment for all teens;*

*WHEREAS, the City of Antioch, is committed to eliminating teen dating violence and children's exposure to violence by partnering with other organizations to raise awareness, implement prevention efforts and provide support to teens who have experienced dating violence; and*

*WHEREAS the establishment of Teen Dating Violence Awareness and Prevention Month will benefit schools, communities, families, and all youth.*

*NOW, THEREFORE, I, LAMAR THORPE, Mayor of the City of Antioch, do hereby proclaim February 2021 as "Teen Dating Violence Awareness and Prevention Month" and urges all residents to raise awareness about the dynamics of teen dating violence and to support and empower teens to develop healthy and violence-free relationships throughout their lives.*

**JANUARY 26, 2021**

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**LAMAR THORPE, Mayor**

**1.02  
01-26-21**



CITY OF ANTIOCH

# SAVE THE DATE

## VIRTUAL STRATEGIC PLANNING AND VISIONING WORKSHOP

**Friday, February 12, 2021 | 6:00 pm**

**Saturday, February 13, 2021 | 9:00 am**

Meetings are available via Comcast channel 24, AT&T U-Verse channel 99,  
or live stream at [www.antiochca.gov](http://www.antiochca.gov)

Your insights, Antioch's future

**ANTIOCH**  
CALIFORNIA



CITY OF ANTIOCH

# Bridging the Gap



The Antioch community is invited to participate in a series of discussions entitled “Bridging the Gap” with the goal of increasing understanding of how to address racial injustice and improve police-community relations.

Those who live or work in Antioch are invited to register for one virtual discussion session from the list below.

*Sat. February 6*  
10-11:30 am

Dialogue 2:

## **Racial Disparities in Policing**

Discussion will focus on the disparate impact of police practices - such as recruitment and training, and use of force - on communities of color.

**REGISTER\***

\*Registration Deadline: Wed., February 3, 2021 | 12 pm

*Thu. February 18*  
10-11:30 am

Dialogue 3:

## **Police - Community Engagement**

Discussion will focus on how to improve the ways in which the police interact with young people and vulnerable communities, how police approach crime prevention, and how communities impact policing priorities.

**REGISTER\***

\*Registration Deadline: Mon., February 15, 2021 | 12 pm



## ***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: 01/29/2021**

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

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**DEADLINE DATE: 02/17/2021**

- **PLANNING COMMISSION**

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

**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**(Deadline date: 01/29/2021)**

***One (1) Committee Member, 4-year term vacancy, 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.
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- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".



**POLICE CRIME PREVENTION COMMISSION**

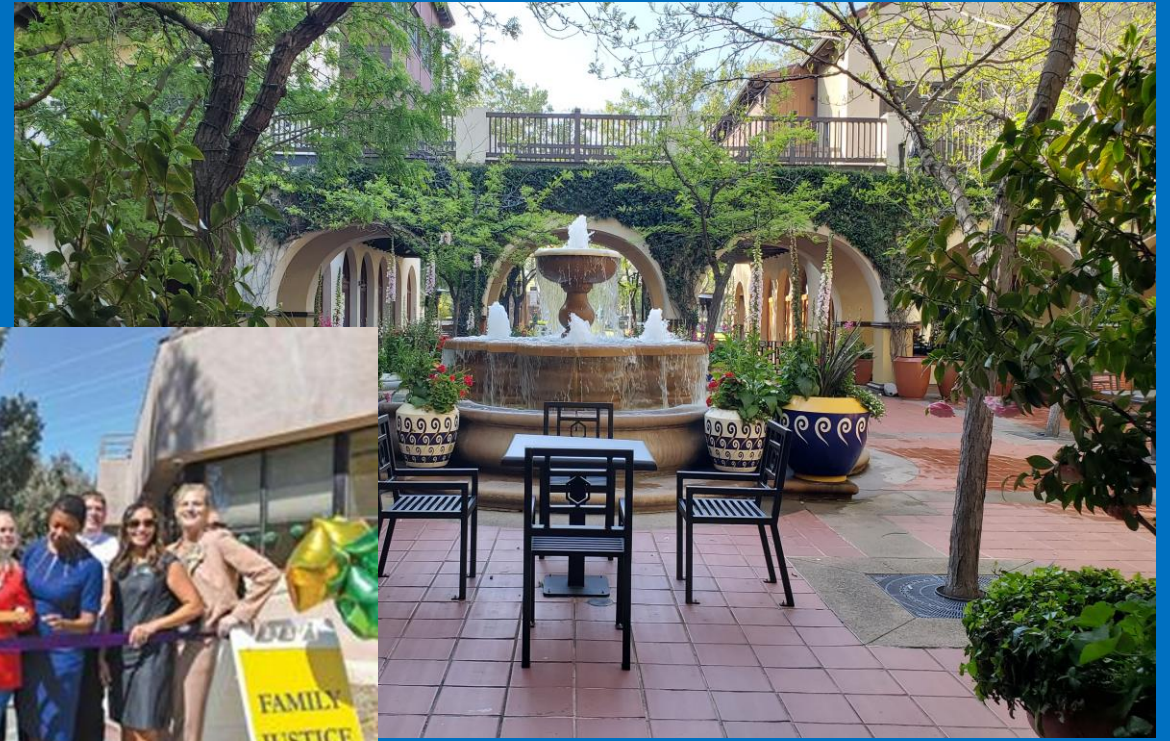
**(Deadline date: 01/29/2021)**

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

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

- 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.

- The Commissioners makes decisions and recommendations to the City Council on land use, zoning and General Plan issues.
- Must be a resident of the City of Antioch.
- Meetings are held the first and third Wednesday of each month at 6:30 p.m. in the Council Chamber
- 7 member board – 4 year terms. This full-term vacancy will expire October 2024.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1<sup>st</sup>.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.



# Contra Costa Family Justice Center





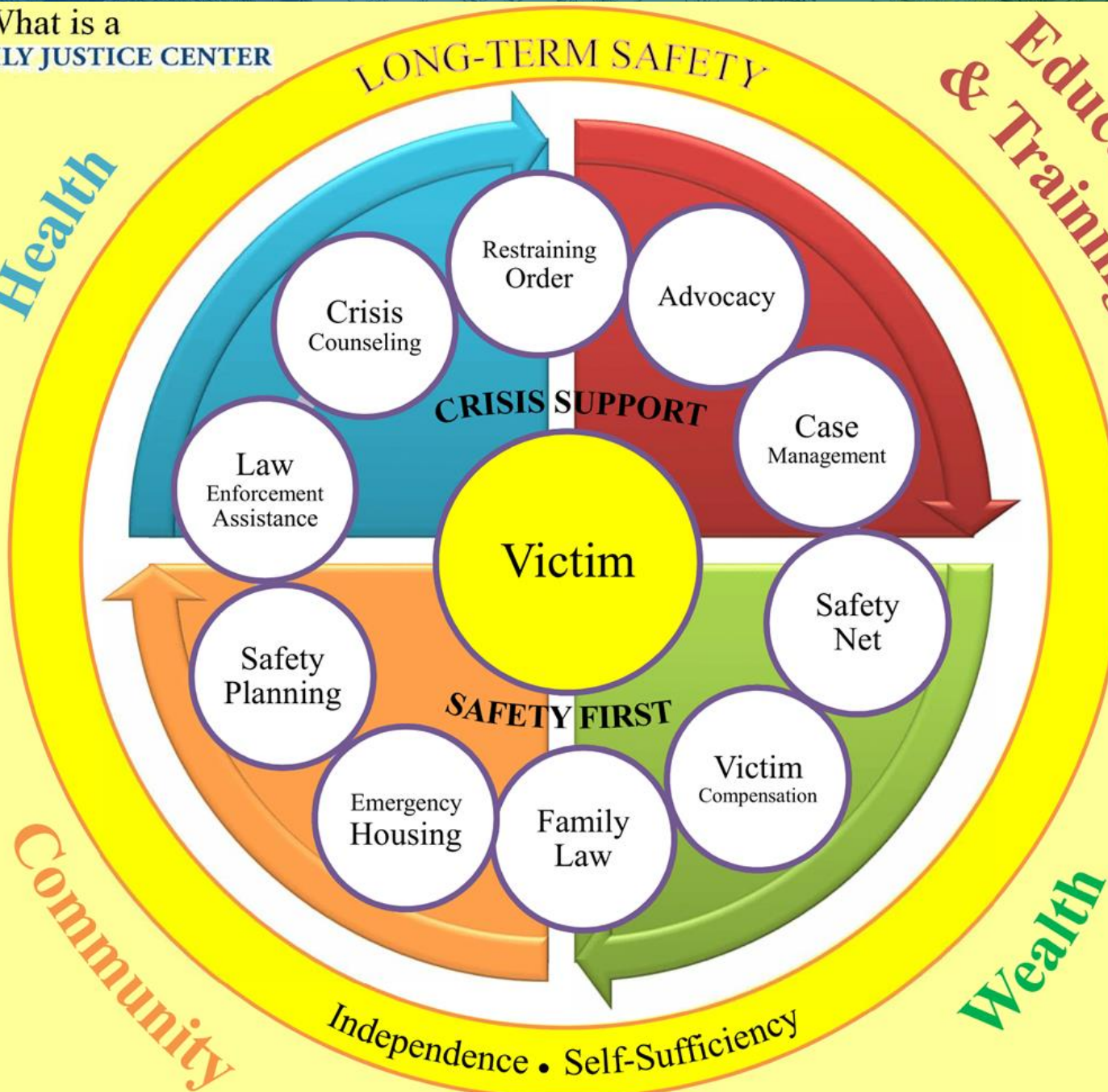
# What is a FAMILY JUSTICE CENTER

Health

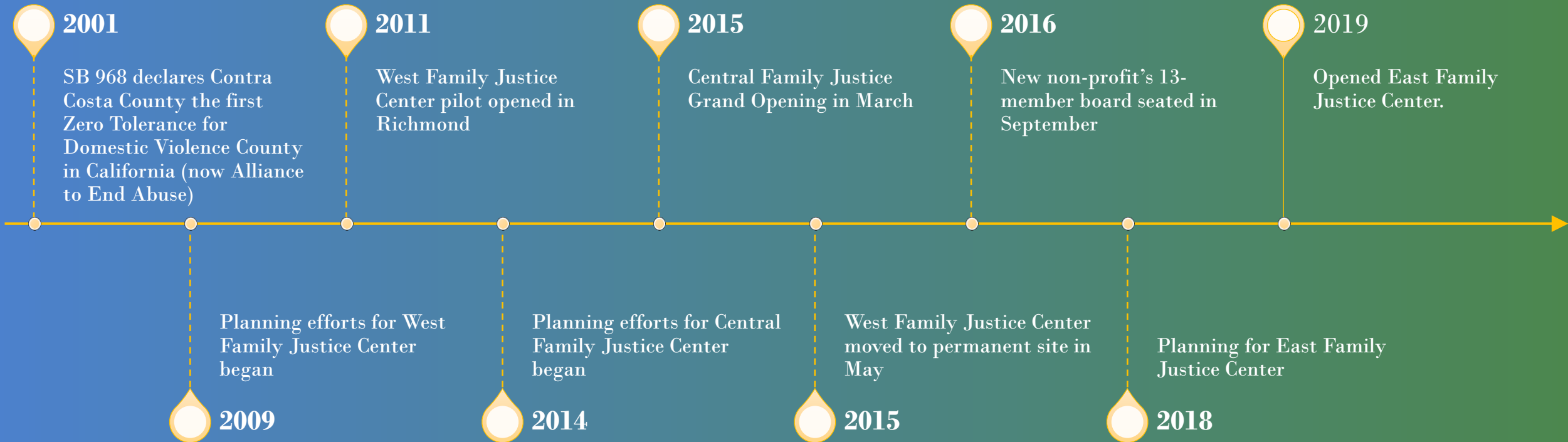
Education  
& Training

Community

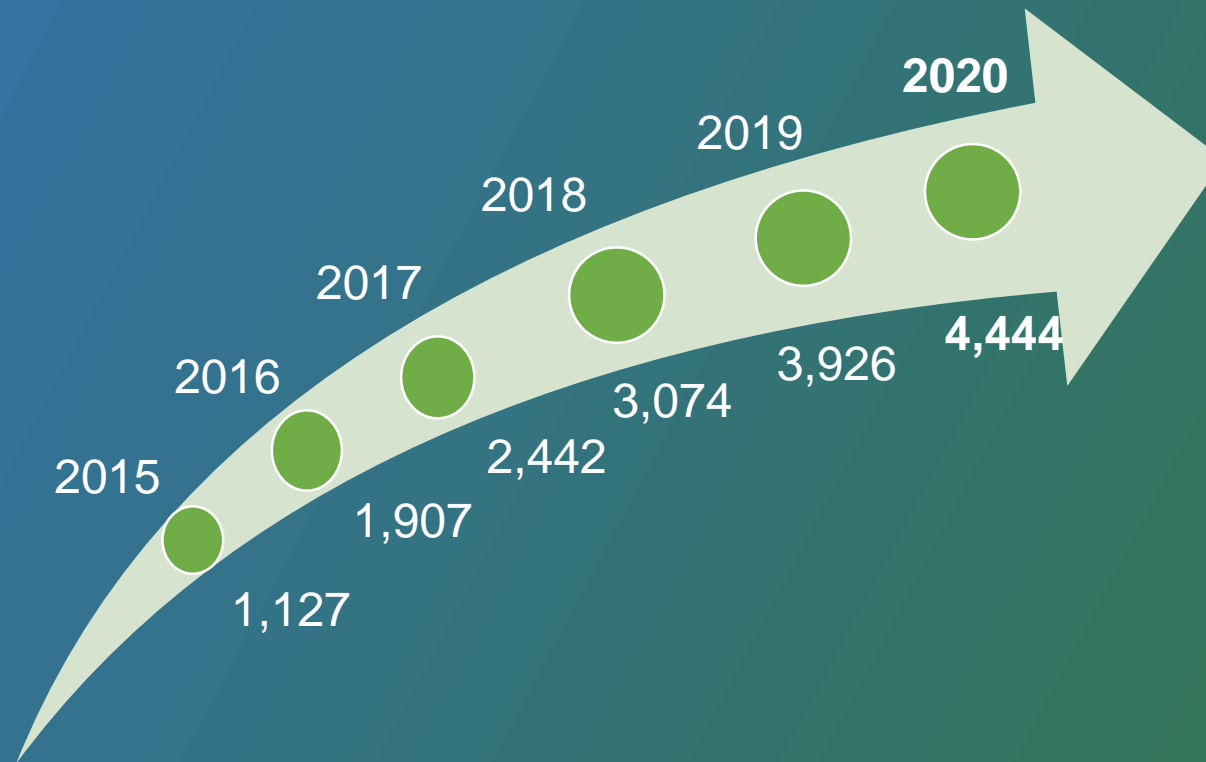
Wealth



# HISTORY AND BACKGROUND



# CLIENTS SERVED





# COVID-19 and IPV



Loss of Jobs – economic crisis

No safety net for undocumented immigrants

Some stay in abusive relationships

APS and CFS reports down

10% increase in number of clients in 2020

Restraining orders and mental health counseling

# East Center: Clients Served, Children Affected, and Type of Violence

| 2019              |             |              |
|-------------------|-------------|--------------|
| East Center       | 240 Clients | 235 Children |
| Type of Violence  |             |              |
| Domestic Violence | 145         |              |
| Sexual Assault    | 50          |              |
| Child Abuse       | 31          |              |
| Elder Abuse       | 7           |              |
| Human Trafficking | 4           |              |
| Stalking          | 47          |              |
| Other             | 43          |              |

| 2020              |             |              |
|-------------------|-------------|--------------|
| East Center       | 723 Clients | 635 Children |
| Type of Violence  |             |              |
| Domestic Violence | 388         |              |
| Sexual Assault    | 119         |              |
| Child Abuse       | 65          |              |
| Elder Abuse       | 33          |              |
| Human Trafficking | 15          |              |
| Stalking          | 89          |              |
| Other             | 140         |              |

# Antioch: Clients Served, Children Affected, and Type of Violence

| 2019              |             |              |
|-------------------|-------------|--------------|
| Antioch, CA       | 292 Clients | 283 Children |
| Type of Violence  |             |              |
| Domestic Violence | 179         |              |
| Sexual Assault    | 31          |              |
| Child Abuse       | 31          |              |
| Elder Abuse       | 17          |              |
| Human Trafficking | 3           |              |
| Stalking          | 20          |              |
| Other             | 39          |              |

| 2020              |             |              |
|-------------------|-------------|--------------|
| Antioch, CA       | 393 Clients | 434 Children |
| Type of Violence  |             |              |
| Domestic Violence | 264         |              |
| Sexual Assault    | 51          |              |
| Child Abuse       | 46          |              |
| Elder Abuse       | 23          |              |
| Human Trafficking | 8           |              |
| Stalking          | 30          |              |
| Other             | 45          |              |

# Family Justice Institute

| Date    | Time              | Topic                                  | Presenter                                                | Agency | Spanish |
|---------|-------------------|----------------------------------------|----------------------------------------------------------|--------|---------|
| 1/15/21 | 10am-<br>11:30am  | Elder Abuse<br>Restraining Order       | Emily Milstein                                           | SLS    |         |
| 1/21/21 | 10 am -<br>12pm   | Human Trafficking<br>(sex and labor)   | Dana <u>Filkowski</u>                                    | DA     | TLC     |
| 2/5/21  | 11am -<br>12pm    | Bystander training                     | Gabriela Mejia                                           |        | TLC     |
| 2/12/21 | 10am-<br>11:30am  | Sharing Stories,<br>Sharing Feelings   | Laura <u>Rodrguez</u>                                    | Tandem |         |
| 2/19/21 | 10am-<br>12pm     | Disability Justice 101                 | Bianca <u>Laureano</u> &<br><u>Yomi Sachiko</u><br>Wrong |        | TLC     |
| 3/5/21  | 10am-<br>11:30am  | Confidentiality, etc. 1                | <u>Arati Vasan</u>                                       | FVLP   | TLC     |
| 3/12/21 | 10am-<br>11:30 am | Confidentiality, etc. 2                | <u>Arati Vassan</u>                                      | FVLP   | TLC     |
| 4/23/21 | 10am -<br>12pm    | Young Children<br>Impacted by Violence | Roxana <u>Bellotti</u>                                   |        |         |

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**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR  
TO THE ANTIOCH DEVELOPMENT AGENCY  
ANTIOCH PUBLIC FINANCING AUTHORITY**

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

**December 8, 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](http://www.antiochca.gov)). The City Council meeting was conducted utilizing Zoom Audio/Video Technology. 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/speaker\\_card](https://www.antiochca.gov/speaker_card), (2) by emailing the City Clerk prior to or during the meeting at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) or (3) by dialing (925) 776-3057 during the meeting.*

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

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

**PLEDGE OF ALLEGIANCE**

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

**ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS**

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

Lucas Stuart-Chilcote, Antioch resident, provided written comment encouraging everyone to visit [californiachristmaslights.com](http://californiachristmaslights.com) to locate addresses of houses in Antioch with Christmas light displays.

**ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

City Clerk Simonsen announced the following Board and Commission openings:

- Parks and Recreation Commission: Two (2) vacancies; deadline date is December 11, 2020
- Sales Tax Citizens' Oversight Committee: Four (4) vacancies: deadline date is January 6, 2021

He reported applications would be available online at the City's website and in the lobby at City Hall. He also announced that there would be several upcoming vacancies on the Police Crime Prevention Commission.



## **PUBLIC COMMENTS**

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

Daniela Mejia Lucero, Antioch resident, provided written comment expressing concern for health and safety violations at her apartment complex on Sycamore Drive and requesting the City help resolve these matters.

Gil Murillo, Antioch resident, provided written comment offering best wishes to the newly elected Council and thanking those leaving office for their community service.

Lucas Stuart-Chilcote, Antioch resident, provided written comment congratulating the newly elected City officials.

Lucy Meinhardt, on behalf of Antioch Committee to Save Sand Creek/Measure T, thanked Mayor Wright and Councilmember Motts for their community service and the City Council for their support of Measure T. She congratulated newly elected City Council members.

John Trizuto, Antioch resident, provided written comment questioning the results of the recent election.

## **COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS**

Councilmember Wilson reported on her attendance at the Cannabis Standing Committee meeting.

Councilmember Ogorchock reported on her attendance at the League of California Cities (Cal Cities) meeting.

## **MAYOR'S COMMENTS**

Mayor Wright thanked fellow Councilmembers for their time, dedication and love for the community.

- 1. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency/Antioch Public Financing Authority**
  - A. APPROVAL OF COUNCIL MINUTES FOR NOVEMBER 24, 2020**
  - B. APPROVAL OF COUNCIL WARRANTS**

- C. **RESOLUTION NO. 2020/178 APPROVING ONE-YEAR EXTENSION OF CONTRACT FOR PROFESSIONAL AUDITING SERVICES FOR THE FISCAL YEAR ENDED JUNE 30, 2021 WITH BADAWI & ASSOCIATES, CPA'S**
- D. **RESOLUTION NO. 2020/179 AMENDING THE FISCAL YEAR 2020/21 BUDGET**
- E. **AB 1600 DEVELOPMENT IMPACT FEE REPORT**
- F. **RESOLUTION NO. 2020/180 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE ANTIOCH UNIFIED SCHOOL DISTRICT ("AUSD") TO SUPPORT DISTANCE LEARNING**
- G. **RESOLUTION NO. 2020/181 EMERGENCY DECLARATION AND AWARD OF AGREEMENT WITH PEARSON EXPLORATION FOR EMERGENCY MITIGATION AND REPAIRS TO THE WATER TANK HILLSIDE EROSION AT THE WATER TREATMENT PLANT**

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

## **PUBLIC HEARING**

### **2. COOKIES CANNABIS DISPENSARY (UP-19-14) (Continued from 11/24/20)**

City Manager Bernal introduced Public Hearing Item #2.

Director of Community Development Ebbs introduced Contract Planner Valente who presented the staff report dated December 8, 2020 recommending the City Council consider the Planning Commission's recommendation to adopt the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery subject to the conditions contained in the resolution.

Mayor Wright opened the public hearing.

The following public comment was made by individuals utilizing Zoom Audio/Video Technology.

Jesse Feldman and Ryan Johnson representing Cookies Cannabis Dispensary thanked the City and stated it was one of the best application processes they had experienced. They gave a PowerPoint presentation of their outreach efforts, background of their company as well as their partnerships with VistAbility and Opportunity Junction. They requested Council consider the following revisions to the project specific conditions:

- Live security during operating hours and live monitoring during non-operating hours
- Operating hours adjusted to either 9:00 A.M. to 9:00 P.M. or 8:00 A.M. to 8:00 P.M.

Alissa Friedman, President and CEO of Opportunity Junction, described their Social Equity Program with Cookies.

City Attorney Smith clarified that the discussion regarding the Operating Agreement would fit best under the following agenda item.

Craig Rose, representing Vistability stated their agency provided jobs and life skills training to individuals with developmental disabilities. He stated their business was adjacent to the project and they did not have any concerns and would benefit by sharing the drive through that would be monitored with 24-hour security cameras.

Mayor Wright closed the public hearing.

In response to Councilmember Ogorchock, Captain Morefield clarified that existing cannabis businesses had 24-hour armed security on site. He reported that since this was a much smaller business, they had agreed to security patrols through the area 24/7 with armed security onsite during working hours.

Following discussion, Councilmember Ogorchock stated she felt there needed to be uniformity across all cannabis businesses as it pertained to security and hours of operation.

Mr. Johnson responded that they would be happy to comply with the City's guidelines.

A motion was made by Councilmember Thorpe and seconded by Councilmember Wilson to adopt the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery.

Following discussion, the motion was amended as follows:

On motion by Councilmember Thorpe, seconded by Councilmember Wilson the City Council unanimously adopted the resolution to approve a Use Permit (UP-19-14) for a cannabis dispensary with delivery subject to the conditions contained in the resolution.

- 24 hours live security with two-armed guard during operating hours and one-armed guard during non-business hours
- Hours of operation shall be 8:00 A.M. – 8:00 P.M.

## **COUNCIL REGULAR AGENDA**

### **3. RESOLUTION TO APPROVE OPERATING AGREEMENT WITH CANNABIS BUSINESS OPERATOR BAKERY ANTIOCH I, INC. (COOKIES DISPENSARY)**

City Manager Bernal introduced Regular Agenda Item #3.

City Attorney Smith presented the staff report dated December 8, 2020 recommending the City Council consider adopting the resolution to approve the operating agreement for the cannabis business operator Bakery Antioch I, Inc. (Cookies Dispensary).

The following public comment was made by individuals utilizing Zoom Audio/Video Technology.

Brianna Robinson and Shaun Samuels, representing Opportunity Junction, spoke in support of the Social Equity Program within the Operating Agreement for Bakery Antioch I, Inc. (Cookies Dispensary) and provided an overview of their Certified Nursing Assistant (CNA) program.

Councilmember Wilson, Motts and Ogorchock spoke in support of the Social Equity Program with Opportunity Junction.

City Attorney Smith, Councilmember Wilson and Councilmember Thorpe explained the collaborative process between staff, applicants and the Cannabis Standing Committee for the selection of Social Equity partners.

Jesse Feldman acknowledged Youth Services Network Manager Johnson for her efforts to cycle through concepts and find a partner that they mutually agreed would achieve the goals of their program. He thanked the City for their guidance.

In response to Councilmember Ogorchock, Councilmember Thorpe stated that Council would be discussing Social Equity programs at a future meeting.

On motion by Councilmember Thorpe, seconded by Councilmember Wilson the City Council unanimously adopted the resolution to approve the operating agreement for the cannabis business operator Bakery Antioch I, Inc. (Cookies Dispensary).

City Attorney Smith congratulated the applicant.

**4. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CONFIRMING CANVASS BY THE COUNTY CLERK OF CONTRA COSTA COUNTY OF BALLOTS CAST IN THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020**

City Manager Bernal introduced Regular Agenda Item #4.

City Clerk Simonsen presented the staff report dated December 8, 2020 recommending the City Council adopt the resolution confirming the certified results of the November 3, 2020 General Municipal Election.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution confirming the certified results of the November 3, 2020 General Municipal Election.

## **PRESENTATION to outgoing Elected Officials**

City Manager Bernal commended everyone who served as elected officials and thanked outgoing Mayor Wright, Councilmember Motts, City Treasurer Davis, and City Clerk Simonsen for their service.

City Clerk Simonsen stated he was grateful for opportunity to serve as City Clerk and recognized the dedication of City employees. He urged everyone to respect and work cooperatively with elected officials.

Councilmember Motts stated it was an honor to serve and discussed her accomplishments on Council as well as key issues she would continue to address. She thanked everyone who supported her campaign, City staff and her fellow Councilmembers. She wished everyone Happy Holidays.

Mayor Wright thanked the voters of Antioch for allowing him to serve as Mayor and noted that he would continue to serve the community. He congratulated all newly elected officials and thanked City Manager Bernal and the outgoing elected officials for serving the community.

City Manager Bernal announced that Mayor Wright, City Councilmember Motts, City Treasurer Davis and City Clerk Simonsen would be presented with their portraits and Mayor Wright would be receiving a gavel.

Supervisor Diane Burgis recognized Mayor Wright, Councilmember Motts, City Clerk Simonsen, and City Treasurer Davis for their public service. She congratulated Mayor Thorpe, Councilmembers Torres-Walker, Barbanica, Ogorchock, Wilson, City Treasurer Posada and City Clerk Householder on their successful campaigns. She reminded everyone that she was available and encouraged the community to become involved in public service.

City Manager Bernal thanked Supervisor Burgis for her comments.

George Escutia, on behalf of Senator Steve Glazer, thanked City Clerk Simonsen, Councilmember Motts and Mayor Wright for their dedicated service. He announced resolutions would be delivered to the City of Antioch for distribution. He congratulated the newly elected City officials.

City Manager Bernal thanked George Escutia for his comments.

Ryan Thomas Brown, representing Congressman DeSaulnier, congratulated newly elected City officials. He thanked Mayor Wright, Councilmember Motts, City Treasurer Davis and City Clerk Simonsen, for their public service and announced certificates of congressional recognition would be delivered to City Hall for distribution.

City Manager Bernal thanked Ryan Thomas Brown for his comments and announced Supervisor Burgis had delivered certificates of recognition to City Hall for distribution.

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

Leslie May, Antioch resident, provided written comment offering a prayer after the newly elected have accepted their appointments.

Ciara Bella, Rachel Motts, Rick Stadlander and Katie and Tom Lamothe provided written comment acknowledging Councilmember Motts' public service.

Councilmembers Ogorchock, Wilson, Thorpe and City Manager Bernal thanked Councilmember Motts, Mayor Wright and City Clerk Simonsen for their public service.

#### **OATHS OF OFFICE FOR NEWLY ELECTED COUNCIL**

City Clerk Simonsen administered the Oath of Office to the newly elected officials in the following order:

- Mayor – Lamar Thorpe
- Council Member District 1 – Tamisha Walker
- Council Member District 2 – Michael Barbanica
- Council Member District 3 – Lori Ogorchock
- Council Member District 4 – Monica E. Wilson
- City Treasurer – Lauren Posada
- City Clerk – Elizabeth Householder

City Clerk Householder called the roll.

Present: Council Members Torres-Walker, Barbanica, Ogorchock, Wilson and Mayor Thorpe

#### **MAYOR AND COUNCIL COMMUNICATIONS / COMMENTS – None**

#### **5. COUNCIL REORGANIZATION – SELECTION OF MAYOR PRO TEMPORE**

City Manager Bernal introduced agenda item #5.

City Attorney Smith presented the staff report dated December 8, 2020 recommending that the City Council select the Mayor Pro Tempore.

Speaking to the following motion, Councilmember Wilson accepted the nomination as Mayor Pro Tempore.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously appointed Monica Wilson as Mayor Pro Tempore.

City Attorney Smith and Mayor Thorpe congratulated Councilmember Wilson.

## **6. CITY COUNCIL APPOINTMENTS TO COUNCIL COMMITTEES AND OTHER ENTITIES**

City Manager Bernal presented the staff report dated December 8, 2020 recommending the City Council review and discuss the City Council Committees and Appointments. Mayor Thorpe will be making new appointments for City Council approval by majority vote to be acted upon as follows: 1) Motion to approve all appointments for Mayor Thorpe, 2) Motion to approve all appointments for Council Member District 1 – Walker, 3) Motion to approve all appointments for Council Member District 2 – Barbanica, 4) Motion to approve all appointments for Council Member District 3 – Ogorchock; and 5) Motion to approve all appointments for Council Member District 4 – Wilson.

- ABAG – Councilmember Torres-Walker, Councilmember Ogorchock (alternate)
- Chamber of Commerce Liaison - Councilmember Ogorchock
- Community Advisory Board – SF Bay Water Emergency Transit Authority – Councilmember Torres-Walker
- Delta Diablo – Councilmember Wilson, Mayor Thorpe (alternate)
- East Bay Division League of California Cities (Cal Cities) - Councilmember Barbanica
- TRANSPLAN – Mayor Thorpe, Councilmember Wilson (alternate)
- East Contra Costa Regional Fee and Financing Authority (ECCRFA) – Mayor Thorpe, Councilmember Wilson (alternate)
- State Route 4 By-Pass Authority – Mayor Thorpe, Councilmember Wilson (alternate)
- East County Water Management Association – Councilmember Barbanica
- Tri-Delta Board of Directors Eastern Contra Costa Transit Authority – Mayor Thorpe and Councilmember Wilson
- Northeast Antioch Annexation – Councilmember Ogorchock
- Mayor's Conference – Mayor Thorpe and Councilmember Wilson
  
- CDBG Committee (Community Development Block Grant) – Councilmember Barbanica, Councilmember Torres-Walker
- Lone Tree Golf Course Committee – Councilmember Wilson and Councilmember Ogorchock
- City/School Committee – Direction to staff to bring back to Council at a later date
- Cannabis Committee – Direction to staff to bring back to Council on December 15, 2020
- Waterfront Revitalization Committee – Councilmember Torres-Walker and Councilmember Wilson
- Transitional Housing Ad Hoc Committee – Direction to staff to bring back to Council on December 15, 2020



On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council approved appointments for Mayor Thorpe. The motion carried the following vote:

*Ayes: Torres-Walker, Barbanica, Ogorchock, Wilson*

*Abstain: Thorpe*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council approved appointments for Councilmember Wilson. The motion carried the following vote:

*Ayes: Torres-Walker, Barbanica, Ogorchock, Thorpe*

*Abstain: Wilson*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council approved appointments for Councilmember Barbanica. The motion carried the following vote:

*Ayes: Councilmember Torres-Walker, Ogorchock, Wilson, Thorpe*

*Abstain: Barbanica*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council approved appointments for Councilmember Torres-Walker. The motion carried the following vote:

*Ayes: Barbanica, Ogorchock, Wilson, Thorpe*

*Abstain: Torres-Walker*

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council approved appointments for Councilmember Ogorchock. The motion carried the following vote:

*Ayes: Torres-Walker, Barbanica, Wilson, Thorpe*

*Abstain: Ogorchock*

## **PUBLIC COMMENTS**

Willie Mims congratulated all newly elected City officials and urged them to be mindful of their responsibility to Antioch residents.

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

Debra V. provided written comment wishing incoming elected officials the best in making a difference in the City of Antioch.

## **STAFF COMMUNICATIONS**

City Manager Bernal announced that the Special City Council meeting/Ceremonial Swearing In at 10:00 A.M. on December 11, 2020 at the Marina, would now be held via zoom and another Special City Council meeting was scheduled for December 15, 2020.



City Attorney Smith congratulated newly elected public officials and stated his office would be reaching out those who were new to provide them with materials and conduct a Q&A.

### **COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS**

Councilmember Ogorchock requested the following items be agendized for discussion:

- The use of the trailers for the homeless
- An urgency ordinance to establish a 15 percent temporary cap on commission charges by third party food delivery services

Mayor Thorpe stated that he wanted to improve the process for future agenda items so he encouraged Council reach out to him directly with requests so he could work with the City Manager Bernal in formulating agendas and prioritizing agenda items.

Councilmember Torres-Walker requested the following items be agendize for discussion:

- An Ad Hoc Committee to address food insecurity
- The establishment of a Human Rights and Racial Equity Commission

In response to Councilmember Ogorchock, City Attorney Smith explained that Mayor Thorpe was suggesting Council speak with him directly regarding requests for future agenda items and it was permissible under the Brown Act to do so. He noted this process would provide clarity and allow for a more comprehensive staff report.

### **ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 9:31 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk

**CITY COUNCIL MEETING  
INCLUDING THE ANTIOCH CITY COUNCIL  
ACTING AS SUCCESSOR AGENCY/HOUSING SUCCESSOR  
TO THE ANTIOCH DEVELOPMENT AGENCY  
ANTIOCH PUBLIC FINANCING AUTHORITY**

**Special Meeting  
10:00 A.M.**

**December 11, 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](http://www.antiochca.gov)). The City Council meeting was conducted utilizing Zoom Audio/Video Technology. 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/speaker\\_card](https://www.antiochca.gov/speaker_card), (2) by emailing the City Clerk prior to or during the meeting at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) or (3) by dialing (925) 776-3057 during the meeting.*

Mayor Thorpe called the meeting to order at 10:05 A.M. and City Clerk Householder called the roll for Council Members/City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

**PRESENTATION OF COLORS / NATIONAL ANTHEM**

A video was displayed of the Joint Color Guard Inside wNA Presentation of Colors and National Anthem.

**PLEDGE OF ALLEGIANCE**

Mayor Thorpe led the Pledge of Allegiance.

**INVOCATION** – Dr. Francies

**PUBLIC COMMENTS**

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

Sara Blanco and Greg Enholm representing Contra Costa County Community College District, provided written comment congratulating newly elected City officials.

## CEREMONIAL OATHS OF OFFICE FOR NEWLY ELECTED OFFICIALS

- City Clerk – Elizabeth Householder administered by Jerome Householder
- City Treasurer – Lauren Posada administered by Pastor Henry Killings
- Council Member District 1 – Tamisha Torres-Walker administered by Pastor Eugene Jackson
- Council Member District 2 – Michael Barbanica administered by Kristine Barbanica
- Council Member District 3 – Lori Ogorchock administered by Police Chief Brooks
- Mayor Pro Tem/Council Member District 4 – Monica E. Wilson administered Terrance L. Wilson
- Mayor - Lamar Thorpe administered by Senator Steven M. Glazer

The new officials gave introductory statements in the following order:

- City Clerk Householder
- City Treasurer Posada
- Councilmember District 1 Torres-Walker
- Councilmember District 2 Barbanica
- Councilmember District 3 Ogorchock
- Mayor Pro Tem/Councilmember District 4 Wilson
- Mayor Thorpe

## BENEDICTION – Dr. Francies

City Clerk Householder encouraged everyone to remain on zoom after the meeting for the Swearing-In of School Board Members.

## ADJOURNMENT

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 11:09 A.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk

## CITY COUNCIL MEETING

Special Meeting  
6:00 P.M.

December 15, 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](http://www.antiochca.gov)). The City Council meeting was conducted utilizing Zoom Audio/Video Technology. 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/speaker\\_card](https://www.antiochca.gov/speaker_card), (2) by emailing the City Clerk prior to or during the meeting at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) or (3) by dialing (925) 776-3057 during the meeting.*

### 5:15 P.M. - CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION** Initiation of Litigation pursuant to Government Code section 54956.9(c): Two cases.

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

Mayor Thorpe called the meeting to order at 6:02 P.M. in recognition of the retirement of Director of Parks and Recreation Kaiser.

Council acknowledged Director of Parks and Recreation Kaiser accomplishments and wished her well in her retirement.

City Manager Bernal, on behalf of City staff, thanked Director of Parks and Recreation Kaiser for her dedication to the City and her professionalism.

Director of Parks and Recreation Kaiser stated it had been a pleasure and honor to serve the City.

City Clerk Householder called the roll.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

### PLEDGE OF ALLEGIANCE

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

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

## **PUBLIC COMMENTS**

The following public comments were read into the record by City Clerk Householder.

Leslie May, Antioch resident, provided written comment expressing concern the shelter in place order was not being enforced.

Eric Kahler, Antioch resident, provided written comment thanking the City for scheduling the Ceremonial Swearing-In of elected officials on December 11, 2020 and expressing concern the way the meeting was conducted.

Anonymous, provided written comment expressing concern regarding an elected official who blocked them from their social media accounts.

Councilmember Ogorchock congratulated Councilmember Barbanica for accepting a position on the policy committee on tax and revenue.

### **1. CONSENT CALENDAR**

#### **A. ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE CITY HALL COUNCIL CHAMBERS REMODEL (GENERAL CONSTRUCTION) (P.W. 247-P)**

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

## **COUNCIL REGULAR AGENDA**

### **2. CONSIDERATION OF BIDS FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)**

City Manager Bernal introduced Regular Agenda Item #2.

Director of Public Works/City Engineer Samuelson recommended the City Council continue the following items to a future date to allow City staff additional time to complete bid protest process: Adopt a resolution: 1) Rejecting the bid protest of C. Overaa & Co. ("Overaa"); 2) Authorizing and directing the City Manager or designee to make the necessary Fiscal Year 2020/21 budget adjustments to increase the total budget for the Brackish Water Desalination Project ("Project") to \$110,000,000; 3) Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder Shimmick Construction Company, Inc.; and 4) Authorizing and directing the City Manager to execute the Agreement with Shimmick Construction Company, Inc. ("Shimmick") for a total amount of \$86,689,000.

The following public comments were read into the record by City Clerk Householder.

John White, representing Shimmick Construction, provided written comment stating that he was on standby to respond to any questions this evening.

Lucas Stuart-Chilcoat, Antioch resident, provided written comment requesting staff provide information on how it was determined that Shimmick Construction was the most responsible bidder.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Thomas Feerick representing Shimmick Construction questioned if staff was recommending the entire agenda item be continued.

Mayor Thorpe responded that the recommendation was to continue the entire item.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously continued agenda item #2.

### **3. BRIDGING THE GAP VIRTUAL ROUNDTABLE DISCUSSIONS**

City Manager Bernal introduced Regular Agenda Item #3.

Assistant City Manager Bayon Moore presented the staff report dated December 16, 2020 recommending the City Council provide staff direction.

The following public comments were read into the record by City Clerk Householder.

Jackie Hooke and Lucretia Shaw, Antioch residents, provided written comment in support of the "Bridging the Gap" virtual roundtable discussions.

Following discussion, the City Council supported the proposed format for the "Bridging the Gap" virtual roundtable discussions.

### **4. RECONSIDERATION OF THE CITY'S ACCEPTANCE OF U.S. DEPARTMENT OF JUSTICE COPS HIRING PROGRAM GRANT FOR SCHOOL RESOURCE OFFICERS**

City Manager Bernal introduced Regular Agenda Item #4.

Assistant City Manager Bayon Moore presented the staff report dated December 16, 2020 the City Council consider whether to adopt the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program to fund six (6) additional police officer positions to serve as School Resource Officers (SROs) and authorizing the City Manager or designee to amend the budget to reflect the cost savings as appropriate.

Due to the amount of speaker requests and in consultation with City Clerk Householder and the City Council, Mayor Thorpe reduced speaker times to one-minute.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Wendy Marchetti, Antioch resident and retired teacher, spoke in opposition to Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Shagoofa Khan, Frank Sterling and Lukas Carbone spoke in support of Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Matthew Dawson spoke in opposition to Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

The following public comments were read into the record by Administrative Services Director Mastay and Director of Parks and Recreation Kaiser. In instances where a proper name was not provided, pseudonyms used identified the commenter.

Joseph Ramos and Mark Jordan, Antioch residents, Mark Lambert, retired Pittsburg Police Officer/SRO, Anita Murdock, Kerry Ingvarlsen, Milanka and Larry Schneiderman, Paul Flood, Kathryn Fitzpatrick, Hilda Parham, Mickie Marchetti, Jamie Rackley, Chris Coffey, Libby Willis, Sheila Honey, Jackie Hooke, Melissa Case, Maritza Magarin, Shannan Ragelmann and Allison Norris, Antioch residents, Aurora Solorio, Roy Ledford, John Passur, Jenna Wesenhagen, Michelle Kuslits, Kathy Cabrera, and Al Hajjar Antioch residents, Conan Moats, Oakley resident, Beverly Knight, Antioch resident, Gerald Thomas, Kacie O'Neil, Anonymous, Lindsey Amezcua and Sandy Hartrick Antioch resident, Brittany Hartrick and Amy Hilton Antioch residents, provided written comment in opposition to Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Igor Tregub, Amy Prindle, Mia Murphy, Rosemary Su, Shellie Wharton, Rachel Brown, Emma Cairns, Kaylyn Goode, Danielle Mirano, Sara Valbuena, Zoe Gocuan, Amber Martinez, Antioch resident, Michael James, Kelley Ho, Megan Leita Lester, Trent Specher, Evan Brandt, Wyatt Montgomery, Transgender Cancer Patient Project, Emma Yamamoto, Allison Jacques, Lorenzo, Skye Taylor, Ava Ebrahimi, Jordan Kaitapu, Mary Locher, Jenna Foster, Jessica Duran, Dezirae Webster, Siena R., Lilianna Arias, Jasmine Larmour, Tommy Meriam, Jennifer Notman, Laura Gentile, Antioch resident, Leila O., Michelle Parmenter, Giselle Cisneros, Zevin Acuna, Natalie Gutierrez, Sarah Kabir, Michelle Liev, Jessica Perez, Kendell Craycraft, Barbara Carini, Emily Harris, Daisy Valdivia, Emily Lambert, Zoe Davis-Watkins, Kaitlyn Sutherland, Sarah J., Katherine Macintyre, Max Orozco, Aileen Rubio, Kristina Sevcik, Danny Elser, Kevin Almazan, Jazmin, Isabella Meza, Yahzee Mendez, Parker Stephens, JJ Noblitt, Katie Rose, Rico Villa, Kalista Villa, Samuel Giovannoni, Lacy Ferguson, Kelli Berryman, McKenna Peterson, Julio



Mendez, Patricia Granados, Melissa Tomlinson, Lafayette resident, Kevin McManimen, Autumn Goolsby, Sabrina Bento, Aaron Orellana, Moxie Marsh, Walnut Creek resident, Y3LIR, Jonathan Ferrari, Phillip Tripp, Lisa Gregory and Amirah Johnson, Antioch residents, Dakota Spencer, Deanna Gordon, Lucretia Shaw, Antioch resident, Maria Brown, Anonymous, James Florioli and Jordyn Reddic Antioch residents, Makaia Villegas, Adriana Argueieta, Siena Villegas Antioch resident, Athena Hernandez, Walnut Creek resident, Daniel Hernandez, Nicholas Sessions, Antioch resident, Alliyah Thomas, Caitlin Pambid, Antioch resident, Sienna Nepacena, Sequoia Tomahn, Mary Thomas, Diane Ahlborn, Antioch resident, Jasmine Allam, Jade Dijeau and Matty Whitlow, Antioch residents, Jamie Yoo, Los Angeles resident and Zoe Gocuan, provided written comment in support of Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Lacey Brown spoke in support of Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Mayor Thorpe declared a recess at 7:50 P.M. The meeting reconvened at 8:03 P.M. with all Councilmembers present.

The following public comments were read into the record by City Clerk Householder. In instances where a proper name was not provided, pseudonyms used identified the commenter.

Michael Pohl, Sophia A., Michael Sagehorn, Jennie Dunlap, Arne Simonsen, Mark Hadox Lakisha Jarvis, Phillip James, Anonymous, Anonymous, Martha Parsons, Courtney Campbell-Reich, Manny Soliz, Pamala Colley, Nicole Fromme and Velma Wilson, Antioch residents, provided written comment in opposition to Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Dejah Younger, Victoria Williams, Haley Hastings, Adrienne Cao, Lucas Stuart-Chilcote, Antioch residents, Laeontae Thomas, Tannar Wells Antioch resident, Brendan McFeely, Orinda resident, Megan Watson, Antioch resident, Jorge Silva, Oakley resident, Michelle C., Fernando Palacios, Cheyanne Ramirez, Jorden Bonwell, Johnny Ramirez, Wendell Watkins and Olga Smith, Antioch residents, Heath Galiwango, Kayla Singleton, Maria Maricio and Ellie Maricio Antioch residents, Katrina Allam, Brentwood resident, Anonymous, Kristine Allam, Brentwood resident, Antonio Hernandez, Kimberly Grandi and Isabella Meza, Antioch residents, Tracy Davis Watkins, Julia R., Bryant De Groot, Harvey Crane, William Davis-Watkins, Jose, Kai Montgomery and Jenna Shaikh, Antioch residents, Lucas Carbone, Walnut Creek resident, Cherisse Montgomery, Adreinne Davidson, Tamana Sharifi, Audrey Davis, Karen Bee, Cat Colima, Tania Swanson, and Angelica Tripp, Antioch residents, provided written comment in support Council adopting the resolution rescinding Resolution No. 2020/121, which accepted



grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

The following public comments were read into the record by Administrative Services Director Mastay. In instances where a proper name was not provided, pseudonyms used identified the commenter.

Anonymous, Antioch resident, Anonymous, Anonymous, Danny Elser and Chuck Kuslits, Antioch resident, provided written comment in opposition to Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Debra Vinson, Antioch resident, Gabby Lazzeretti, Zepatitis B., and Boombot Brinkerhoff, provided written comment in support Council adopting the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program.

Karen A., and Harcord Mudd, Antioch residents, provided written comment in opposition to Council limiting speaker time to one-minute for this agenda item.

Mayor Thorpe thanked staff for reading the public comments and the public for participating in the discussion.

In response to Mayor Thorpe, City Clerk Householder reported that 210 public comments were received on this agenda item.

Councilmember Barbanica stated that division was occurring throughout the country and they needed to try to resolve it locally. He explained that SROs were in Antioch schools until budget reductions were made due to the economic downturn. He provided a history of positive experiences between SROs and students. He read excerpts of the Memorandum of Understanding (MOU) executed between AUSD and Chief Brooks. He reported that he spoke with community members, teachers, school principals and the Superintendent who overwhelmingly supported the SRO Program. He explained the selection process and reviewed the biographies for the officers chosen to participate in the program. He commented that after a death at Deer Valley High School, other schools did not want to come to Antioch for sporting events due to the lack of police presence. He stated this was not an issue of money and urged Council to consider what educators were advocating for, in their support of the program.

Councilmember Torres-Walker offered her condolences to those who had lost loved ones to violence and discussed the loss of her brother and friends to gun violence. She stated that she believed violence spilled over into schools and the priority should be making the community safer and more secure. She commented that adults should see themselves as role models for youth that were struggling because they lacked resources to address trauma they experienced. She reported that she had a conversation with Chief Brooks, and she did not believe this was the process in which to improve police services. She felt that the City/School Standing Committee should have focused on resolving safety issues in the schools and community. She thanked

Councilmember Barbanica for discussing the MOU and highlighting the SROs and noted the skills they possessed could be a resource through comprehensive community policing strategies. She expressed concern that this item had come to Council when it should have been handled at the by AUSD. She stated that she hoped to work on future grant opportunities that would not create a division in the community. She thanked everyone for their input on this agenda item.

Councilmember Ogorchock offered her condolences to Councilmember Torres-Walker for the loss of her brother. She stated that appreciated everyone who submitted public comments this evening. She highlighted the goals of the MOU and reported that she had confirmed that all high school and middle school principals were in support of SROs. She added that youth were involved and consulted in the interview process for the officers who were looking forward to working with the youth. She explained that SROs would replace Strategic Threat Management who had been in schools for the past 8-years. She commented that AUSD employed 34 counselors and received a grant for 14 mental health clinicians. She reported that following a death of a Deer Valley High School student, parents were pleading for SROs in the schools. She urged Council to keep an open mind and suggested providing Antioch Police Department the opportunity to try the program.

Councilmember Wilson stated that she appreciated all the comments this evening and discussed the importance of hearing all opinions of this issue. She noted that Council should consider that there were different kinds of trauma and experiences. She further noted that she believed 14 mental health clinicians were not sufficient to serve a student population that were struggling with trauma. She stated long-term solutions were needed to address mental health and she believed the same as she did in August when she opposed SROs in schools.

Mayor Thorpe spoke to the importance of listening to the youth's opinions on this matter and discussed his experiences as a former teacher. He provided statistics for the students of AUSD and commented that teachers needed all the help that they could get. He reminded the community that the school district's director for site safety position was eliminated and AUSD made budget cuts that affected several key positions. He noted two months after the latest budget cuts the City and AUSD funded \$1M on the SRO program. He further noted there were other ways to achieve school safety, increase student success and provide for the needs of district, and they needed to be smart with limited resources. He stated that he also believed the same as he did in August when he opposed SROs in schools.

Councilmember Torres-Walker stated that by working together, she believed they could achieve a safer community.

Councilmember Barbanica thanked everyone for their comments and reminded Council that the AUSD budget was separate from the City's budget.

Mayor Thorpe clarified that he had discussed the AUSD budget because as a father their spending priorities had frustrated him.

Councilmember Wilson made a motion to rescind the funding and recommended they move the funding to youth services.

City Attorney Smith clarified that Councilmember Wilson could not attach the youth services spending to the motion because it was not included in the agenda item; however, it could be requested as a future agenda item.

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council adopted the resolution rescinding Resolution No. 2020/121, which accepted grant funding in the amount of \$750,000 from the U.S. Department of Justice COPS Hiring Program to fund six (6) additional police officer positions to serve as School Resource Officers (SROs), and authorized the City Manager or designee to amend the budget to reflect the cost savings as appropriate. The motion carried the following vote:

*Ayes: Torres-Walker, Wilson, Thorpe*

*Noes: Barbanica, Ogorchock*

#### **5. CITY COUNCIL APPOINTMENTS TO COUNCIL COMMITTEE ASSIGNMENTS AND AD HOC COMMITTEES**

Mayor Thorpe made the following appointments for City Council approval:

- Transitional Housing Ad Hoc Committee – Mayor Thorpe and Councilmember Barbanica
- Cannabis - Councilmember Wilson and Councilmember Torres-Walker
- City/School – TBD

Councilmember Ogorchock stated she would like to review all committee assignments.

City Attorney Smith clarified that the scope of this item were the new appointments to the Committees included in the staff report (attachment A).

Councilmember Ogorchock stated she would bring all Committee assignments back as a future agenda item.

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council unanimously approved all appointments for Mayor Thorpe.

On motion by Councilmember Barbanica, seconded by Councilmember Torres-Walker the City Council approved all appointments for Councilmember Wilson. The motion carried the following vote:

*Ayes: Torres-Walker, Barbanica, Ogorchock, Thorpe*

*Abstain: Wilson*

On motion by Councilmember Barbanica, seconded by Councilmember Wilson the City Council approved all appointments for Councilmember Torres-Walker.

*Ayes: Barbanica, Ogorchock, Wilson, Thorpe*

*Abstain: Torres-Walker*

On motion by Councilmember Wilson, seconded by Councilmember Torres-Walker the City Council approved all appointments for Councilmember Barbanica.

*Ayes: Torres-Walker, Ogorchock, Wilson, Thorpe*

*Abstain: Barbanica*

## **PUBLIC COMMENTS**

Brittany Hayes, Antioch resident, requested the City consider providing the public access to the Antioch Police Department scanner.

**STAFF COMMUNICATIONS** – None

## **ADJOURNMENT**

On motion by Councilmember Barbanica, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 10:08 P.M.

Respectfully submitted:

*Kitty Eiden*

KITTY EIDEN, Minutes Clerk

## CITY COUNCIL MEETING

Special Meeting  
1:00 P.M.

December 18, 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](http://www.antiochca.gov)). The City Council meeting was conducted utilizing Zoom Audio/Video Technology. 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/speaker\\_card](https://www.antiochca.gov/speaker_card), (2) by emailing the City Clerk prior to or during the meeting at [cityclerk@ci.antioch.ca.us](mailto:cityclerk@ci.antioch.ca.us) or (3) by dialing (925) 776-3057 during the meeting.*

Mayor Thorpe called the meeting to order at 1:01 P.M., and City Clerk Householder called the roll.

Present: Council Members District 1 Torres-Walker, District 2 Barbanica, District 3 Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

### PLEDGE OF ALLEGIANCE

Councilmember Ogorchock led the Pledge of Allegiance.

**PUBLIC COMMENTS – None**

### COUNCIL REGULAR AGENDA

#### 1. CONSIDERATION OF BIDS FOR THE BRACKISH WATER DESALINATION PROJECT (P.W. 694)

City Manager Bernal presented the staff report dated December 18, 2020 recommending the City Council adopt a resolution: 1) Rejecting the bid protest of C. Overaa & Co. ("Overaa"); 2) Authorizing and directing the City Manager or designee to make the necessary fiscal year 2020/21 budget adjustments to increase the total budget for the Brackish Water Desalination Project ("Project") to \$110,000,000; 3) Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder, Shimmick Construction Company, Inc. ("Shimmick"); 4) Approving an Agreement with Shimmick in the amount of \$86,689,000 plus a 5 percent contingency of \$4,334,450 for a total amount of \$91,023,450; and 5) Authorizing and directing the City Manager to execute the Agreement in a form approved by the City Attorney.

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

Mark Jordan, Antioch resident, provided written comment asking if 24 hours' notice was reasonable for this agenda item, if new Councilmembers understood the project, why the project required a special meeting and if outside counsel with expertise in this matter was consulted.

The following public comment was made by an individual utilizing Zoom Audio/Video Technology.

Thomas Ferrick Attorney representing Shimmick Construction Company, commented that the staff recommendation was correct with regards to awarding to his client because they were qualified to perform the project.

Mayor Thorpe clarified that this agenda item was noticed on December 10, 2020 and Council had sufficient time to review it.

John White, Executive Vice President of Shimmick Construction, stated they were very excited to partner with the City to build this historic project.

In response to Councilmember Ogorchock, City Manager Bernal reported the project would not result in raising water rates and it would create less expensive water. He explained that a Project Stabilization Agreement was different terminology for a Project Labor Agreement. He stated that he believed local hires and Helmets to Hardhats were included in the PSA; however, he would confirm.

Director of Public Works/City Engineer Samuelson explained that milestones would ensure the plant would be fully operational during summer months when it was needed to treat water.

City Manager Bernal clarified that the contingency was to account for change orders and give staff the flexibility to be able to make decisions in the field without delaying the project and incurring additional costs. He explained that Director of Public Works/City Engineer Samuelson was responsible to oversee timelines and costs, CDM Smith was hired to oversee construction and an individual had been hired by the City to provide oversight in the field.

Councilmember Barbanica thanked staff for explaining the project. He requested an explanation of ongoing costs for the project.

City Manager Bernal explained that this plant was similar to the City's existing water treatment plants with routine maintenance costs built into operating costs.

Mayor Thorpe stated if Council wanted to tour a desalination project, the Santa Clara Water District would provide tours.

Councilmember Wilson stated that she was excited that this project was coming to fruition. She thanked City Manager Bernal for his hard work and past Councilmembers for their support of the project. She spoke in support of the PLA.

Councilmember Torres-Walker thanked City Manager Bernal and Assistant City Manager Bayon Moore for explaining the project to her and congratulated everyone in leadership for supporting the project.

Mayor Thorpe thanked staff for their hard work on this project and past Councilmembers for their support. He noted the ability to pump water from the Delta was impacted by climate change and he believed the City should be innovative in other areas to address those impacts.

Councilmember Ogorchock thanked everyone who worked on this project.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously rejected the bid protest of C. Overaa & Co. ("Overaa").

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously authorized and directed the City Manager or designee to make the necessary fiscal year 2020/21 budget adjustments to increase the total budget for the Brackish Water Desalination Project ("Project") to \$110,000,000.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously awarded the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder, Shimmick Construction Company, Inc. ("Shimmick").

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously approved an Agreement with Shimmick in the amount of \$86,689,000 plus a 5 percent contingency of \$4,334,450 for a total amount of \$91,023,450 in substantially the form attached as "Attachment C" to the staff report.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously authorized and directed the City Manager to execute the Agreement in a form approved by the City Attorney.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted the resolution of the city Council of the City of Antioch amending the Fiscal Year 20/21 Capital Improvement Budget, awarding the Brackish Water Desalination Agreement, approving a construction agreement with Shimmick Construction Company, Inc., and authorizing the City Manager to execute the agreement.

**PUBLIC COMMENTS** – None

## **STAFF COMMUNICATIONS**

City Manager Bernal and the City Council wished everyone a Merry Christmas and Happy Holidays.

## ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council unanimously adjourned the meeting at 1:31 P.M.

Respectfully submitted:

Kitty Eiden  
KITTY EIDEN, Minutes Clerk





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 26, 2021

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

**SUBMITTED BY:** Christina Garcia, CMC, Deputy City Clerk *Cg*

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

**SUBJECT:** City Council Meeting Minutes of January 12, 2021

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of January 12, 2021.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
DECEMBER 21, 2020 - JANUARY 14, 2021  
FUND/CHECK#

**100 General Fund**  
**Non Departmental**

|          |                                 |                         |           |
|----------|---------------------------------|-------------------------|-----------|
| 00391905 | AFLAC                           | PAYROLL DEDUCTIONS      | 5,601.27  |
| 00391917 | BLUE SHIELD LIFE                | PAYROLL DEDUCTIONS      | 4,250.80  |
| 00391932 | DELTA DENTAL                    | PAYROLL DEDUCTIONS      | 42,829.00 |
| 00391946 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 4,702.50  |
| 00391963 | STERLING, GREGORY               | DEPOSIT REFUND          | 4,500.00  |
| 00391967 | SUNSET EXPLORATION              | DEPOSIT REFUND          | 1,000.00  |
| 00392008 | COLONIAL LIFE                   | MONTHLY PREMIUM         | 949.66    |
| 00392009 | CONTRA COSTA COUNTY             | PAYROLL DEDUCTIONS      | 50.00     |
| 00392010 | CONTRA COSTA COUNTY             | PAYROLL DEDUCTIONS      | 400.00    |
| 00392021 | DIVISION OF STATE ARCHITECT     | SB1186 REMITTANCE       | 1,216.00  |
| 00392044 | LINA                            | PAYROLL DEDUCTIONS      | 3,810.73  |
| 00392051 | MORGAN, SHERYLE                 | STATE FEE REFUND        | 4.00      |
| 00392052 | MUNICIPAL POOLING AUTHORITY     | PAYROLL DEDUCTIONS      | 2,198.83  |
| 00392054 | PARS                            | PAYROLL DEDUCTIONS      | 2,636.87  |
| 00392070 | STATE OF CALIFORNIA             | PAYROLL DEDUCTIONS      | 100.00    |
| 00392071 | STATE OF CALIFORNIA             | PAYROLL DEDUCTIONS      | 200.00    |
| 00392084 | UNITED STATES POSTAL SERVICE    | PREPAID POSTAGE         | 11,000.00 |
| 00938754 | NATIONWIDE RETIREMENT SOLUTIONS | PAYROLL DEDUCTIONS      | 93,440.08 |
| 00938757 | VANTAGEPOINT TRANSFER AGENTS    | PAYROLL DEDUCTIONS      | 7,671.66  |
| 00938758 | NATIONWIDE RETIREMENT SOLUTION  | PAYROLL DEDUCTIONS      | 27,524.52 |

**City Council**

|          |                 |                           |           |
|----------|-----------------|---------------------------|-----------|
| 00391987 | BANK OF AMERICA | VARIOUS BUSINESS EXPENSES | 800.04    |
| 00392014 | COSTCO          | VARIOUS BUSINESS EXPENSES | 100.01    |
| 00938736 | COMPUTERLAND    | COMPUTER EQUIPMENT        | 13,278.15 |

**City Attorney**

|          |                                 |                         |           |
|----------|---------------------------------|-------------------------|-----------|
| 00391935 | EIDEN, KITTY J                  | MINUTES CLERK           | 150.00    |
| 00391946 | LAW OFFICE OF RUTHANN G ZIEGLER | LEGAL SERVICES RENDERED | 3,437.50  |
| 00391949 | MEYERS NAVE                     | LEGAL SERVICES RENDERED | 29,192.71 |
| 00391955 | OFFICE DEPOT INC                | OFFICE SUPPLIES         | 91.77     |
| 00391959 | SACKS RICKETTS AND CASE LLP     | LEGAL SERVICES RENDERED | 2,632.75  |
| 00391968 | TELECOM LAW FIRM PC             | LEGAL SERVICES RENDERED | 1,028.00  |

**City Manager**

|          |                                |                           |          |
|----------|--------------------------------|---------------------------|----------|
| 00391909 | ALHAMBRA                       | WATER SERVICE             | 15.00    |
| 00391938 | FOCUS STRATEGIES               | UNHOUSED RES COORDINATOR  | 1,790.00 |
| 00391987 | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES | 391.09   |
| 00391990 | BANK OF AMERICA                | VARIOUS BUSINESS EXPENSES | 486.71   |
| 00391994 | CALIF DEPARTMENT OF JUSTICE    | FINGERPRINTING FEES       | 81.00    |
| 00392014 | COSTCO                         | VARIOUS BUSINESS EXPENSES | 144.23   |
| 00392026 | FOCUS STRATEGIES               | UNHOUSED RES COORDINATOR  | 2,355.00 |
| 00392056 | RACE FORWARD                   | MEMBERSHIP DUES           | 1,000.00 |
| 00392060 | RIDLEY, JAZMIN K               | MILEAGE REIMBURSEMENT     | 34.96    |
| 00938733 | ALTURA COMMUNICATION SOLUTIONS | COMPUTER EQUIPMENT        | 269.85   |
| 00938736 | COMPUTERLAND                   | COMPUTER EQUIPMENT        | 3,457.60 |

**City Clerk**

|          |                  |                           |        |
|----------|------------------|---------------------------|--------|
| 00391974 | WESTAMERICA BANK | COPIER LEASE              | 270.80 |
| 00391990 | BANK OF AMERICA  | VARIOUS BUSINESS EXPENSES | 150.00 |



CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
DECEMBER 21, 2020 - JANUARY 14, 2021  
FUND/CHECK#

|                                            |                             |                            |           |
|--------------------------------------------|-----------------------------|----------------------------|-----------|
| 00391994                                   | CALIF DEPARTMENT OF JUSTICE | FINGERPRINTING FEES        | 49.00     |
| <b>City Treasurer</b>                      |                             |                            |           |
| 00391940                                   | GARDA CL WEST INC           | ARMORED CAR PICKUP         | 164.34    |
| 00938736                                   | COMPUTERLAND                | COMPUTER EQUIPMENT         | 2,655.63  |
| 00938755                                   | PFM ASSET MGMT LLC          | ADVISORY SERVICES          | 9,363.64  |
| <b>Human Resources</b>                     |                             |                            |           |
| 00391955                                   | OFFICE DEPOT INC            | OFFICE SUPPLIES            | 207.74    |
| 00391974                                   | WESTAMERICA BANK            | COPIER LEASE               | 270.80    |
| 00391990                                   | BANK OF AMERICA             | VARIOUS BUSINESS EXPENSES  | 335.47    |
| 00392032                                   | GOVERNMENTJOBS.COM INC      | PROFESSIONAL SERVICES      | 7,500.00  |
| 00392038                                   | IEDA INC                    | MEMBER DUES                | 5,056.33  |
| 00392042                                   | KOFF AND ASSOCIATES INC     | PROFESSIONAL SERVICES      | 15,300.00 |
| 00392079                                   | TERI BLACK AND COMPANY LLC  | PROFESSIONAL SERVICES      | 4,250.00  |
| 00392080                                   | TERI BLACK AND COMPANY LLC  | PROFESSIONAL SERVICES      | 4,303.05  |
| <b>Economic Development</b>                |                             |                            |           |
| 00391987                                   | BANK OF AMERICA             | VARIOUS BUSINESS EXPENSES  | 18.90     |
| 00391988                                   | BANK OF AMERICA             | VARIOUS BUSINESS EXPENSES  | 514.84    |
| <b>Finance Administration</b>              |                             |                            |           |
| 00391955                                   | OFFICE DEPOT INC            | OFFICE SUPPLIES            | 43.50     |
| 00391974                                   | WESTAMERICA BANK            | COPIER LEASE               | 342.57    |
| <b>Finance Accounting</b>                  |                             |                            |           |
| 00391955                                   | OFFICE DEPOT INC            | OFFICE SUPPLIES            | 210.25    |
| 00391979                                   | ALPHAGRAPHICS               | PROFESSIONAL SERVICES      | 165.30    |
| 00392041                                   | KOA HILLS CONSULTING LLC    | PROFESSIONAL SERVICES      | 175.00    |
| <b>Finance Operations</b>                  |                             |                            |           |
| 00391955                                   | OFFICE DEPOT INC            | OFFICE SUPPLIES            | 107.64    |
| <b>Non Departmental</b>                    |                             |                            |           |
| 00392051                                   | MORGAN, SHERYLE             | LANDLORD TAX REFUND        | 250.00    |
| 00392053                                   | PACIFIC CREDIT SERVICES     | COLLECTIONS FEE            | 1,390.25  |
| 00938636                                   | RETIREE                     | MEDICAL AFTER RETIREMENT   | 1,820.54  |
| <b>Public Works Administration</b>         |                             |                            |           |
| 00391974                                   | WESTAMERICA BANK            | COPIER LEASE               | 299.06    |
| <b>Public Works Street Maintenance</b>     |                             |                            |           |
| 00391966                                   | SUBURBAN PROPANE            | PROPANE                    | 465.49    |
| 00392003                                   | CALIF, STATE OF             | USE TAX REMITTANCE         | 417.01    |
| 00938736                                   | COMPUTERLAND                | COMPUTER EQUIPMENT         | 118.65    |
| 00938746                                   | DELL COMPUTER CORP          | COMPUTER EQUIPMENT         | 293.73    |
| <b>Public Works-Signal/Street Lights</b>   |                             |                            |           |
| 00391928                                   | CONTRA COSTA COUNTY         | TRAFFIC SIGNAL MAINTENANCE | 27,787.34 |
| 00392003                                   | CALIF, STATE OF             | USE TAX REMITTANCE         | 291.53    |
| 00938738                                   | ICR ELECTRICAL CONTRACTORS  | ELECTRICAL SERVICES        | 2,762.65  |
| 00938750                                   | ICR ELECTRICAL CONTRACTORS  | ELECTRICAL SERVICES        | 7,889.06  |
| <b>Public Works-Facilities Maintenance</b> |                             |                            |           |
| 00391916                                   | BAY CITIES PYROTECTOR       | INSPECTION SERVICES        | 740.00    |
| 00391934                                   | EAST BAY WORK WEAR          | SAFETY SHOES - CHANDRA     | 300.00    |
| 00391936                                   | FASTSIGNS                   | BUSINESS CARDS             | 22.54     |
| 00391943                                   | HONEYWELL INTERNATIONAL INC | REPAIR SERVICES            | 663.50    |
| 00392003                                   | CALIF, STATE OF             | USE TAX REMITTANCE         | 11.78     |



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|                                         |                               |                        |           |
|-----------------------------------------|-------------------------------|------------------------|-----------|
| 00392066                                | SERVICE PROS PLUMBERS INC     | PLUMBING SERVICES      | 6,192.00  |
| 00938736                                | COMPUTERLAND                  | COMPUTER EQUIPMENT     | 118.65    |
| 00938746                                | DELL COMPUTER CORP            | COMPUTER EQUIPMENT     | 293.72    |
| 00938752                                | LEES BUILDING MAINTENANCE     | JANITORIAL SERVICES    | 3,600.00  |
| <b>Public Works-Parks Maint</b>         |                               |                        |           |
| 00392003                                | CALIF, STATE OF               | USE TAX REMITTANCE     | 155.07    |
| 00392061                                | ROBINS LOCK AND KEY           | PROFESSIONAL SERVICES  | 130.00    |
| <b>Public Works-Median/General Land</b> |                               |                        |           |
| 00391907                                | AL FRESCO LANDSCAPING INC     | LANDSCAPE ENHANCEMENT  | 768.00    |
| 00391961                                | SILVA LANDSCAPE               | LANDSCAPE SERVICES     | 3,588.00  |
| 00391973                                | WATERSAVERS IRRIGATION        | IRRIGATION PARTS       | 1,011.48  |
| 00391994                                | CALIF DEPARTMENT OF JUSTICE   | FINGERPRINTING FEES    | 49.00     |
| 00392003                                | CALIF, STATE OF               | USE TAX REMITTANCE     | 40.91     |
| 00392068                                | SILVA LANDSCAPE               | LANDSCAPE SERVICES     | 2,152.80  |
| 00392074                                | STEWARTS TREE SERVICE INC     | TREE REMOVAL           | 6,000.00  |
| <b>Police Administration</b>            |                               |                        |           |
| 00391903                                | ADAMSON POLICE PRODUCTS       | UNIFORMS               | 316.83    |
| 00391917                                | BLUE SHIELD LIFE              | PAYROLL DEDUCTIONS     | 12.62     |
| 00391918                                | CITY OF FAIRFIELD             | SNIPER TRAINING        | 1,215.00  |
| 00391953                                | NET TRANSCRIPTS               | TRANSCRIPTION SERVICES | 190.00    |
| 00391954                                | NET TRANSCRIPTS               | TRANSCRIPTION SERVICES | 197.20    |
| 00392003                                | CALIF, STATE OF               | USE TAX REMITTANCE     | 491.10    |
| 00392016                                | CSI FORENSIC SUPPLY           | SUPPLIES               | 274.39    |
| 00392017                                | CSI FORENSIC SUPPLY           | SUPPLIES               | 566.33    |
| 00392029                                | GAMEPOD COMBAT ZONE           | TRAINING               | 1,250.00  |
| 00392031                                | GOODALE, JAMIE                | EXPENSE REIMBURSEMENT  | 50.02     |
| 00392039                                | KEO-VANN, TRAK                | EXPENSE REIMBURSEMENT  | 78.21     |
| 00392043                                | LEXISNEXIS                    | SUBSCRIPTION SERVICES  | 252.50    |
| 00392055                                | PITNEY BOWES INC              | POSTAGE MACHINE LEASE  | 176.42    |
| 00392058                                | REACH PROJECT INC             | PROGRAM SERVICES       | 17,083.00 |
| 00392063                                | SAFESTORE INC                 | EVIDENCE STORAGE       | 2,626.31  |
| 00392064                                | SAN DIEGO POLICE EQUIPMENT CO | AMMUNITION SUPPLIES    | 8,637.85  |
| 00392067                                | SHRED IT INC                  | SHRED SERVICES         | 403.05    |
| 00392069                                | STATE OF CALIFORNIA           | BACKGROUNDS            | 335.00    |
| 00392086                                | BROGDON, CASEY AMON           | TRAINING PER DIEM      | 330.00    |
| 00392087                                | CHANG, THEODORE               | TRAINING PER DIEM      | 355.00    |
| 00392088                                | HAMILTON, JUSTIN MATTHEW      | TRAINING PER DIEM      | 355.00    |
| 00938736                                | COMPUTERLAND                  | COMPUTER EQUIPMENT     | 346.42    |
| 00938743                                | CANON FINANCIAL SERVICES      | COPIER LEASE           | 2,423.98  |
| 00938751                                | IMAGE SALES INC               | ID CARDS               | 21.86     |
| 00938753                                | MOBILE MINI LLC               | EVIDENCE STORAGE       | 580.38    |
| 00938756                                | RAY MORGAN COMPANY            | COPIER USAGE           | 3,812.97  |
| <b>Police Reserves</b>                  |                               |                        |           |
| 00938741                                | A AND B CREATIVE TROPHIES     | RESERVES PLAQUES       | 278.42    |
| <b>Police Community Policing</b>        |                               |                        |           |
| 00391905                                | AFLAC                         | INSURANCE PREMIUM      | 215.47    |
| 00391914                                | ARK PET HOSPITAL INC, THE     | VETERINARY SERVICES    | 243.20    |
| 00391917                                | BLUE SHIELD LIFE              | PAYROLL DEDUCTIONS     | 57.29     |



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| 00391944                                            | HUNT AND SONS INC                | GAS                         | 128.97    |
| 00391985                                            | ARROWHEAD 24 HOUR TOWING INC     | TOW SERVICES                | 130.00    |
| 00392003                                            | CALIF, STATE OF                  | USE TAX REMITTANCE          | 1,092.70  |
| 00392018                                            | D TAC K9 LLC                     | K9 TRAINING                 | 3,700.00  |
| 00392047                                            | MC MANUS, ERIC A                 | MEAL ALLOWANCES             | 45.50     |
| 00392050                                            | MONOGRAMMING BY FRICHY           | PROFESSIONAL SERVICES       | 127.57    |
| 00938736                                            | COMPUTERLAND                     | COMPUTER EQUIPMENT          | 346.42    |
| <b>Police Traffic Division</b>                      |                                  |                             |           |
| 00391942                                            | HARLEY DAVIDSON                  | MAINTENANCE SERVICES        | 398.22    |
| <b>Police Investigations</b>                        |                                  |                             |           |
| 00391978                                            | ALHAMBRA                         | WATER SERVICES              | 108.68    |
| 00392007                                            | CLASSY GLASS TINTING             | PROFESSIONAL SERVICES       | 80.00     |
| 00392011                                            | CONTRA COSTA COUNTY              | LAB FEES                    | 15,647.00 |
| 00392015                                            | CRITICAL REACH                   | LEO DATABASE                | 1,110.00  |
| 00392019                                            | EMPLOYEE                         | ADVANCED DISABILITY PENSION | 6,699.55  |
| 00392065                                            | SEROLOGICAL RESEARCH INSTITUTE   | EVIDENCE TESTING            | 1,155.00  |
| 00392075                                            | T MOBILE USA INC                 | CELL ANALYSIS               | 2,168.00  |
| 00392076                                            | T MOBILE USA INC                 | CELL ANALYSIS               | 2,046.00  |
| 00392077                                            | T MOBILE USA INC                 | CELL ANALYSIS               | 765.00    |
| 00392078                                            | T MOBILE USA INC                 | CELL ANALYSIS               | 3,466.00  |
| 00392082                                            | TRANSUNION RISK ALTERNATIVE DATA | LEO DATABASE                | 55.20     |
| <b>Police Special Operations Unit</b>               |                                  |                             |           |
| 00392022                                            | EAN SERVICES LLC                 | VEHICLE LEASE               | 893.68    |
| 00392081                                            | TOYOTA FINANCIAL SERVICES        | VEHICLE LEASE               | 565.53    |
| <b>Police Communications</b>                        |                                  |                             |           |
| 00391905                                            | AFLAC                            | INSURANCE PREMIUM           | 130.58    |
| 00391915                                            | AT AND T MCI                     | PHONE                       | 57.46     |
| 00391917                                            | BLUE SHIELD LIFE                 | PAYROLL DEDUCTIONS          | 20.63     |
| 00391920                                            | COMCAST                          | CONNECTION SERVICES         | 300.05    |
| 00391922                                            | CONTRA COSTA COUNTY              | RADIO SERVICES              | 135.00    |
| 00391923                                            | CONTRA COSTA COUNTY              | RADIO SERVICES              | 675.00    |
| 00391924                                            | CONTRA COSTA COUNTY              | RADIO SERVICES              | 5,089.89  |
| <b>Office Of Emergency Management</b>               |                                  |                             |           |
| 00392003                                            | CALIF, STATE OF                  | USE TAX REMITTANCE          | 71.76     |
| 00392023                                            | EAST BAY WORK WEAR               | SUPPLIES                    | 427.59    |
| 00938736                                            | COMPUTERLAND                     | COMPUTER EQUIPMENT          | 2,863.01  |
| 00938744                                            | COMPUTERLAND                     | COMPUTER EQUIPMENT          | 539.30    |
| 00938746                                            | DELL COMPUTER CORP               | COMPUTER EQUIPMENT          | 2,643.50  |
| <b>Police Facilities Maintenance</b>                |                                  |                             |           |
| 00391916                                            | BAY CITIES PYROTECTOR            | INSPECTION SERVICES         | 370.00    |
| 00391937                                            | FIRST NET SERVICES               | DEPARTMENT CELL PHONES      | 5,933.84  |
| 00392003                                            | CALIF, STATE OF                  | USE TAX REMITTANCE          | 0.83      |
| 00392066                                            | SERVICE PROS PLUMBERS INC        | PLUMBING SERVICES           | 10,529.00 |
| 00392085                                            | BRIGHT SECURITY INTEGRATIONS     | MONITORING FEES             | 26,069.58 |
| 00938752                                            | LEES BUILDING MAINTENANCE        | JANITORIAL SERVICES         | 3,680.00  |
| <b>Community Development Land Planning Services</b> |                                  |                             |           |
| 00392025                                            | EIDEN, KITTY J                   | MINUTES CLERK               | 150.00    |



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**CD Code Enforcement**

|          |                 |                    |      |
|----------|-----------------|--------------------|------|
| 00392003 | CALIF, STATE OF | USE TAX REMITTANCE | 2.68 |
|----------|-----------------|--------------------|------|

**PW Engineer Land Development**

|          |                    |                           |        |
|----------|--------------------|---------------------------|--------|
| 00391990 | BANK OF AMERICA    | VARIOUS BUSINESS EXPENSES | 920.00 |
| 00938756 | RAY MORGAN COMPANY | COPIER USAGE              | 401.65 |

**Community Development Building Inspection**

|          |                             |                          |        |
|----------|-----------------------------|--------------------------|--------|
| 00391955 | OFFICE DEPOT INC            | OFFICE SUPPLIES          | 597.72 |
| 00391994 | CALIF DEPARTMENT OF JUSTICE | FINGERPRINTING FEES      | 49.00  |
| 00392023 | EAST BAY WORK WEAR          | SAFETY SHOES - C ANDREWS | 236.61 |
| 00938735 | CDW GOVERNMENT INC          | SUPPLIES                 | 759.46 |

**212 CDBG Fund**

**CDBG**

|          |                             |                     |        |
|----------|-----------------------------|---------------------|--------|
| 00392046 | LOCAL GOVERNMENT COMMISSION | CIVICSPARK SERVICES | 590.90 |
|----------|-----------------------------|---------------------|--------|

**213 Gas Tax Fund**

**Streets**

|          |                          |                    |          |
|----------|--------------------------|--------------------|----------|
| 00391962 | SOILAND CO INC           | PLANTING SOIL      | 4,821.98 |
| 00392003 | CALIF, STATE OF          | USE TAX REMITTANCE | 218.06   |
| 00392030 | GATES AND ASSOCIATES INC | LANDSCAPE DESIGN   | 135.00   |

**214 Animal Control Fund**

**Animal Control**

|          |                                 |                           |          |
|----------|---------------------------------|---------------------------|----------|
| 00391906 | AIRGAS USA LLC                  | OXYGEN                    | 58.01    |
| 00391989 | BANK OF AMERICA                 | VARIOUS BUSINESS EXPENSES | 442.51   |
| 00392005 | CHAMELEON SOFTWARE PRODUCTS HLP | SOFTWARE SUPPORT          | 1,354.70 |
| 00392035 | HILLS PET NUTRITION             | PET FOOD                  | 351.47   |
| 00392072 | STATE OF CALIFORNIA             | XRAY RENEWAL              | 512.00   |

**219 Recreation Fund**

**Nick Rodriguez Community Cent**

|          |                           |                     |        |
|----------|---------------------------|---------------------|--------|
| 00391974 | WESTAMERICA BANK          | COPIER LEASE        | 270.80 |
| 00938752 | LEES BUILDING MAINTENANCE | JANITORIAL SERVICES | 500.00 |

**Senior Programs**

|          |                            |                           |        |
|----------|----------------------------|---------------------------|--------|
| 00392013 | COSTCO                     | VARIOUS BUSINESS EXPENSES | 684.95 |
| 00392020 | DIABLO LIVE SCAN LLC       | FINGERPRINTING FEE        | 40.00  |
| 00938738 | ICR ELECTRICAL CONTRACTORS | ELECTRICAL SERVICES       | 642.04 |
| 00938752 | LEES BUILDING MAINTENANCE  | JANITORIAL SERVICES       | 2.00   |

**Recreation Sports Programs**

|          |               |                       |       |
|----------|---------------|-----------------------|-------|
| 00392033 | HALL, FRANEKA | SPORTS PROGRAM REFUND | 87.00 |
|----------|---------------|-----------------------|-------|

**Recreation-Comm Center**

|          |                             |                           |          |
|----------|-----------------------------|---------------------------|----------|
| 00391994 | CALIF DEPARTMENT OF JUSTICE | FINGERPRINTING FEES       | 49.00    |
| 00392013 | COSTCO                      | VARIOUS BUSINESS EXPENSES | 11.91    |
| 00392034 | HELFENBERGER, BRADLEY       | EXPENSE REIMBURSEMENT     | 12.50    |
| 00392057 | RAMIREZ, STEPHEN            | GYM RENTAL REFUND         | 217.50   |
| 00392083 | UNIQUE PEST CONTROL         | BIRD SERVICE              | 400.00   |
| 00938750 | ICR ELECTRICAL CONTRACTORS  | ELECTRICAL SERVICES       | 6,698.27 |

**Recreation Water Park**

|          |                             |                     |       |
|----------|-----------------------------|---------------------|-------|
| 00391919 | COMCAST                     | CONNECTION SERVICES | 48.59 |
| 00391921 | COMMERCIAL POOL SYSTEMS INC | CHEMICALS           | 63.37 |
| 00392003 | CALIF, STATE OF             | USE TAX REMITTANCE  | 79.54 |
| 00392020 | DIABLO LIVE SCAN LLC        | FINGERPRINTING FEE  | 20.00 |





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| 00392034                              | HELFENBERGER, BRADLEY                        | EXPENSE REIMBURSEMENT     | 12.50     |
| 00392036                              | HONEYWELL INTERNATIONAL INC                  | REPAIR SERVICES           | 848.86    |
| 00938749                              | GRAINGER INC                                 | COMPRESSOR                | 555.74    |
| 00938752                              | LEES BUILDING MAINTENANCE                    | JANITORIAL SERVICES       | 500.00    |
| <b>221</b>                            | <b>Asset Forfeiture Fund</b>                 |                           |           |
| <b>Non Departmental</b>               |                                              |                           |           |
| 00391925                              | CONTRA COSTA COUNTY                          | ASSET FORFEITURE          | 1,275.87  |
| 00391926                              | CONTRA COSTA COUNTY                          | ASSET FORFEITURE          | 653.02    |
| 00391927                              | CONTRA COSTA COUNTY                          | ASSET FORFEITURE          | 5,894.85  |
| 00391939                              | GARCIA, JOSE MUNOZ                           | ASSET FORFEITURE          | 157.00    |
| <b>222</b>                            | <b>Measure C/J Fund</b>                      |                           |           |
| <b>Streets</b>                        |                                              |                           |           |
| 00392003                              | CALIF, STATE OF                              | USE TAX REMITTANCE        | 23.10     |
| 00392062                              | RUSSELL D MITCHELL AND ASSOCIATES            | PROFESSIONAL SERVICES     | 2,750.00  |
| <b>226</b>                            | <b>Solid Waste Reduction Fund</b>            |                           |           |
| <b>Solid Waste</b>                    |                                              |                           |           |
| 00391993                              | BRETT MR ECO EDWARDS                         | ONLINE SCHOOL PERFORMANCE | 850.00    |
| 00392045                              | LOCAL GOVERNMENT COMMISSION                  | CIVICSPARK SERVICES       | 1,999.80  |
| <b>229</b>                            | <b>Pollution Elimination Fund</b>            |                           |           |
| <b>Channel Maintenance Operation</b>  |                                              |                           |           |
| 00391980                              | ALTA FENCE                                   | FENCE REPAIR              | 15,362.00 |
| 00392003                              | CALIF, STATE OF                              | USE TAX REMITTANCE        | 119.17    |
| <b>251</b>                            | <b>Lone Tree SLLMD Fund</b>                  |                           |           |
| <b>Lonetree Maintenance Zone 2</b>    |                                              |                           |           |
| 00391961                              | SILVA LANDSCAPE                              | LANDSCAPE SERVICES        | 7,524.00  |
| 00391964                              | STEWARTS TREE SERVICE INC                    | LANDSCAPE SERVICES        | 1,350.00  |
| <b>254</b>                            | <b>Hillcrest SLLMD Fund</b>                  |                           |           |
| <b>Hillcrest Maintenance Zone 1</b>   |                                              |                           |           |
| 00392003                              | CALIF, STATE OF                              | USE TAX REMITTANCE        | 2.36      |
| 00938738                              | ICR ELECTRICAL CONTRACTORS                   | ELECTRICAL SERVICES       | 7,558.00  |
| <b>Hillcrest Maintenance Zone 2</b>   |                                              |                           |           |
| 00391964                              | STEWARTS TREE SERVICE INC                    | LANDSCAPE SERVICES        | 1,350.00  |
| 00392068                              | SILVA LANDSCAPE                              | LANDSCAPE SERVICES        | 5,796.00  |
| <b>Hillcrest Maintenance Zone 4</b>   |                                              |                           |           |
| 00391977                              | AL FRESCO LANDSCAPING INC                    | LANDSCAPE SERVICES        | 5,021.52  |
| 00392068                              | SILVA LANDSCAPE                              | LANDSCAPE SERVICES        | 5,648.80  |
| <b>255</b>                            | <b>Park 1A Maintenance District Fund</b>     |                           |           |
| <b>Park 1A Maintenance District</b>   |                                              |                           |           |
| 00392085                              | BRIGHT SECURITY INTEGRATIONS                 | MONITORING FEES           | 755.64    |
| <b>256</b>                            | <b>Citywide 2A Maintenance District Fund</b> |                           |           |
| <b>Citywide 2A Maintenance Zone 5</b> |                                              |                           |           |
| 00392068                              | SILVA LANDSCAPE                              | LANDSCAPE SERVICES        | 1,196.00  |
| <b>Citywide 2A Maintenance Zone 6</b> |                                              |                           |           |
| 00392068                              | SILVA LANDSCAPE                              | LANDSCAPE SERVICES        | 2,300.00  |
| <b>Citywide 2A Maintenance Zone 8</b> |                                              |                           |           |
| 00391964                              | STEWARTS TREE SERVICE INC                    | LANDSCAPE SERVICES        | 350.00    |
| 00392068                              | SILVA LANDSCAPE                              | LANDSCAPE SERVICES        | 1,564.00  |



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**Citywide 2A Maintenance Zone 9**

|          |                           |                    |          |
|----------|---------------------------|--------------------|----------|
| 00391908 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES | 3,586.80 |
| 00392068 | SILVA LANDSCAPE           | LANDSCAPE SERVICES | 2,870.40 |

**Citywide 2A Maintenance Zone 1C**

|          |                 |                    |        |
|----------|-----------------|--------------------|--------|
| 00392068 | SILVA LANDSCAPE | LANDSCAPE SERVICES | 184.00 |
|----------|-----------------|--------------------|--------|

**257 SLLMD Administration Fund**

**SLLMD Administration**

|          |                      |                    |        |
|----------|----------------------|--------------------|--------|
| 00392020 | DIABLO LIVE SCAN LLC | FINGERPRINTING FEE | 20.00  |
| 00938736 | COMPUTERLAND         | COMPUTER EQUIPMENT | 295.45 |
| 00938746 | DELL COMPUTER CORP   | COMPUTER EQUIPMENT | 293.72 |

**259 East Lone Tree SLLMD Fund**

**Zone 1-District 10**

|          |                           |                       |           |
|----------|---------------------------|-----------------------|-----------|
| 00391907 | AL FRESCO LANDSCAPING INC | LANDSCAPE ENHANCEMENT | 6,912.00  |
| 00391976 | AL FRESCO LANDSCAPING INC | LANDSCAPE SERVICES    | 10,752.00 |
| 00392068 | SILVA LANDSCAPE           | LANDSCAPE SERVICES    | 184.00    |

**311 Capital Improvement Fund**

**Energy Efficiency**

|          |                             |                     |          |
|----------|-----------------------------|---------------------|----------|
| 00392045 | LOCAL GOVERNMENT COMMISSION | CIVICSPARK SERVICES | 3,636.56 |
| 00392046 | LOCAL GOVERNMENT COMMISSION | CIVICSPARK SERVICES | 1,181.80 |

**376 Lone Diamond Fund**

**Assessment District**

|          |                              |         |        |
|----------|------------------------------|---------|--------|
| 00392004 | CENTRAL SELF STORAGE ANTIOCH | STORAGE | 317.00 |
|----------|------------------------------|---------|--------|

**570 Equipment Maintenance Fund**

**Equipment Maintenance**

|          |                                |                        |          |
|----------|--------------------------------|------------------------|----------|
| 00391904 | AFFORDABLE TIRE CENTER         | MAINTENANCE SERVICES   | 605.00   |
| 00391912 | ANTIOCH AUTO PARTS             | AUTO PARTS             | 1,814.60 |
| 00391931 | CUMMINS WEST INC               | PARTS                  | 39.60    |
| 00391933 | EAST BAY WELDING SUPPLY        | EQUIPMENT RENTAL       | 14.75    |
| 00391936 | FASTSIGNS                      | BUSINESS CARDS         | 67.64    |
| 00391947 | LES SCHWAB TIRES OF CALIFORNIA | MAINTENANCE SERVICES   | 4,540.88 |
| 00391950 | MSI FUEL MANAGEMENT INC        | PARTS                  | 1,658.75 |
| 00391952 | MUNICIPAL MAINT EQUIPMENT INC  | SUPPLIES               | 1,040.52 |
| 00391956 | OREILLY AUTO PARTS             | AUTO PARTS             | 1,326.83 |
| 00391958 | ROYAL BRASS INC                | PARTS                  | 518.31   |
| 00391960 | SHIELDS HARPER AND CO          | PROFESSIONAL SERVICES  | 705.78   |
| 00391965 | STOMMEL INC                    | EMERGENCY EQUIPMENT    | 173.88   |
| 00391969 | UNICO GLASS LLC                | AUTO PARTS             | 363.04   |
| 00391972 | WALNUT CREEK FORD              | AUTO PARTS             | 838.14   |
| 00391975 | WINTER CHEVROLET CO            | REPAIR                 | 465.03   |
| 00391994 | CALIF DEPARTMENT OF JUSTICE    | FINGERPRINTING FEES    | 49.00    |
| 00392003 | CALIF, STATE OF                | USE TAX REMITTANCE     | 226.71   |
| 00392023 | EAST BAY WORK WEAR             | SAFETY SHOES - ALVAREZ | 301.48   |
| 00392049 | MICHAEL STEAD WALNUT CREEK     | PARTS                  | 738.80   |

**573 Information Services Fund**

**Network Support & PCs**

|          |                              |                       |          |
|----------|------------------------------|-----------------------|----------|
| 00391982 | AMS DOT NET INC              | PROFESSIONAL SERVICES | 1,325.45 |
| 00392085 | BRIGHT SECURITY INTEGRATIONS | MONITORING FEES       | 3,148.50 |
| 00938736 | COMPUTERLAND                 | COMPUTER EQUIPMENT    | 116.68   |



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| 00938744                                       | COMPUTERLAND                   | SUPPLIES                 | 6,705.98 |
| 00938747                                       | DIGITAL SERVICES               | WEBSITE MAINTENANCE      | 4,095.00 |
| <b>Telephone System</b>                        |                                |                          |          |
| 00938733                                       | ALTURA COMMUNICATION SOLUTIONS | SUPPORT SERVICES         | 519.00   |
| <b>GIS Support Services</b>                    |                                |                          |          |
| 00391994                                       | CALIF DEPARTMENT OF JUSTICE    | FINGERPRINTING FEES      | 98.00    |
| <b>Office Equipment Replacement</b>            |                                |                          |          |
| 00391983                                       | AMS DOT NET INC                | COMPUTER EQUIPMENT       | 1,315.02 |
| 00391986                                       | BANK OF AMERICA                | ELECTRONICS              | 130.68   |
| 00938733                                       | ALTURA COMMUNICATION SOLUTIONS | COMPUTER EQUIPMENT       | 1,775.31 |
| <b>577 Post Retirement Medical-Police Fund</b> |                                |                          |          |
| <b>Non Departmental</b>                        |                                |                          |          |
| 00391878                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00391879                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 813.64   |
| 00391881                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,158.82 |
| 00391884                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,158.82 |
| 00391891                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 505.96   |
| 00391893                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 670.64   |
| 00391894                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,402.92 |
| 00391897                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,402.92 |
| 00391902                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 914.73   |
| 00392048                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 203.41   |
| 00938571                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 505.96   |
| 00938572                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,972.46 |
| 00938575                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 995.12   |
| 00938577                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938578                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,548.23 |
| 00938581                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938582                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,377.34 |
| 00938589                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938594                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 994.14   |
| 00938596                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 879.00   |
| 00938599                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 556.94   |
| 00938601                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 623.74   |
| 00938613                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,377.34 |
| 00938614                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,627.28 |
| 00938620                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,377.34 |
| 00938621                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 879.00   |
| 00938622                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938635                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938638                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 505.96   |
| 00938639                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938640                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 266.57   |
| 00938641                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938650                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938651                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938654                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 212.28   |
| 00938666                                       | RETIREE                        | MEDICAL AFTER RETIREMENT | 1,627.28 |



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|-------------------------|------------------------------------------|--------------------------|----------|
| 00938667                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 670.64   |
| 00938668                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 238.25   |
| 00938678                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938679                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 556.94   |
| 00938681                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 505.96   |
| 00938683                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 1,077.46 |
| 00938686                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 263.82   |
| 00938695                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 594.83   |
| 00938705                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938707                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 813.64   |
| 00938712                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 505.96   |
| 00938713                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938717                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 263.82   |
| 00938728                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 505.96   |
| 00938729                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 670.64   |
| 00938731                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 18.06    |
| 00938732                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 670.64   |
| <b>578</b>              | <b>Post Retirement Medical-Misc Fund</b> |                          |          |
| <b>Non Departmental</b> |                                          |                          |          |
| 00391877                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 211.69   |
| 00391882                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00391883                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00391885                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00391887                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 709.38   |
| 00391888                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00391898                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00391899                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00391901                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 100.00   |
| 00938573                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 238.25   |
| 00938576                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938585                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 211.69   |
| 00938587                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 211.69   |
| 00938590                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 211.69   |
| 00938591                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938592                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938595                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938602                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938606                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938609                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938612                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938616                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938617                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938618                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938619                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938626                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 709.38   |
| 00938627                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938628                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938629                | RETIREE                                  | MEDICAL AFTER RETIREMENT | 125.39   |



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| 00938634   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938637   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938645   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938646   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938649   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938653   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938657   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938659   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938660   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938663   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938665   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938674   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938675   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938676   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938680   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938685   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938689   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938694   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938696   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938700   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938710   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938715   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 48.08    |
| 00938716   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938718   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938720   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938727   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938730   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938745   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 211.69   |
| <b>579</b> | <b>Post Retirement Medical-Mgmt Fund</b> |                          |          |
|            | <b>Non Departmental</b>                  |                          |          |
| 00391880   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 870.90   |
| 00391886   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 211.69   |
| 00391889   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 202.28   |
| 00391890   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00391892   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00391895   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 467.23   |
| 00391896   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 731.38   |
| 00391900   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 1,972.46 |
| 00392027   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.96    |
| 00938574   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938579   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 566.38   |
| 00938580   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938583   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938584   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 174.48   |
| 00938586   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 151.69   |
| 00938588   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938593   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938597   | RETIREE                                  | MEDICAL AFTER RETIREMENT | 93.69    |



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|----------|---------|--------------------------|----------|
| 00938598 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938600 | RETIREE | MEDICAL AFTER RETIREMENT | 709.38   |
| 00938603 | RETIREE | MEDICAL AFTER RETIREMENT | 619.50   |
| 00938604 | RETIREE | MEDICAL AFTER RETIREMENT | 151.69   |
| 00938605 | RETIREE | MEDICAL AFTER RETIREMENT | 168.56   |
| 00938607 | RETIREE | MEDICAL AFTER RETIREMENT | 538.92   |
| 00938608 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938610 | RETIREE | MEDICAL AFTER RETIREMENT | 446.98   |
| 00938611 | RETIREE | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938615 | RETIREE | MEDICAL AFTER RETIREMENT | 238.25   |
| 00938623 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938624 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938625 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938630 | RETIREE | MEDICAL AFTER RETIREMENT | 383.40   |
| 00938631 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938632 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938633 | RETIREE | MEDICAL AFTER RETIREMENT | 181.48   |
| 00938642 | RETIREE | MEDICAL AFTER RETIREMENT | 355.47   |
| 00938643 | RETIREE | MEDICAL AFTER RETIREMENT | 400.00   |
| 00938644 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938647 | RETIREE | MEDICAL AFTER RETIREMENT | 696.38   |
| 00938648 | RETIREE | MEDICAL AFTER RETIREMENT | 1,972.46 |
| 00938652 | RETIREE | MEDICAL AFTER RETIREMENT | 870.90   |
| 00938655 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938656 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938658 | RETIREE | MEDICAL AFTER RETIREMENT | 1,484.28 |
| 00938661 | RETIREE | MEDICAL AFTER RETIREMENT | 50.71    |
| 00938662 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938664 | RETIREE | MEDICAL AFTER RETIREMENT | 1,321.55 |
| 00938669 | RETIREE | MEDICAL AFTER RETIREMENT | 238.25   |
| 00938670 | RETIREE | MEDICAL AFTER RETIREMENT | 151.69   |
| 00938671 | RETIREE | MEDICAL AFTER RETIREMENT | 1,972.46 |
| 00938672 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938673 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938677 | RETIREE | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938682 | RETIREE | MEDICAL AFTER RETIREMENT | 670.64   |
| 00938684 | RETIREE | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938687 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938688 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938690 | RETIREE | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938691 | RETIREE | MEDICAL AFTER RETIREMENT | 151.69   |
| 00938692 | RETIREE | MEDICAL AFTER RETIREMENT | 870.90   |
| 00938693 | RETIREE | MEDICAL AFTER RETIREMENT | 211.69   |
| 00938697 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938698 | RETIREE | MEDICAL AFTER RETIREMENT | 330.38   |
| 00938699 | RETIREE | MEDICAL AFTER RETIREMENT | 93.69    |
| 00938701 | RETIREE | MEDICAL AFTER RETIREMENT | 238.25   |
| 00938702 | RETIREE | MEDICAL AFTER RETIREMENT | 619.50   |





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| 00938703                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 93.69        |
| 00938704                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 330.38       |
| 00938706                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 446.38       |
| 00938708                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 239.58       |
| 00938709                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 93.69        |
| 00938711                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 566.38       |
| 00938714                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 418.26       |
| 00938719                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 330.38       |
| 00938721                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 93.69        |
| 00938722                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 330.38       |
| 00938723                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 211.69       |
| 00938724                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 1,972.46     |
| 00938725                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 93.69        |
| 00938726                  | RETIREE                           | MEDICAL AFTER RETIREMENT   | 1,833.44     |
| <b>611</b>                | <b>Water Fund</b>                 |                            |              |
| <b>Non Departmental</b>   |                                   |                            |              |
| 00391934                  | EAST BAY WORK WEAR                | SUPPLIES                   | 1,698.05     |
| 00391955                  | OFFICE DEPOT INC                  | OFFICE SUPPLIES            | 1,972.95     |
| 00391981                  | AMERICAN TEXTILE AND SUPPLY INC   | SUPPLIES                   | 839.04       |
| 00392003                  | CALIF, STATE OF                   | USE TAX REMITTANCE         | 116.36       |
| <b>Water Production</b>   |                                   |                            |              |
| 00391911                  | ANIMAL DAMAGE MANAGEMENT          | PEST CONTROL               | 425.00       |
| 00391913                  | ARAMARK UNIFORM SERVICES          | PROFESSIONAL SERVICES      | 133.18       |
| 00391941                  | HACH CO                           | LAB SUPPLIES               | 921.71       |
| 00391943                  | HONEYWELL INTERNATIONAL INC       | MAINTENANCE SERVICES       | 6,127.75     |
| 00391957                  | REINHOLDT ENGINEERING CONSTR      | PROFESSIONAL SERVICES      | 955.89       |
| 00391970                  | UNIVAR SOLUTIONS USA INC          | CHEMICALS                  | 8,152.94     |
| 00392003                  | CALIF, STATE OF                   | USE TAX REMITTANCE         | 134.29       |
| 00392006                  | CITY OF BRENTWOOD                 | GROUNDWATER SUPPORT SVCS.  | 11,156.39    |
| 00392012                  | CONTRA COSTA WATER DISTRICT       | RAW WATER SERVICE          | 1,148,388.00 |
| 00392023                  | EAST BAY WORK WEAR                | SAFETY SHOES - NG          | 532.77       |
| 00392037                  | HOUSE, KEVIN SHAW                 | EXPENSE REIMBURSEMENT      | 96.00        |
| 00938737                  | EUROFINS EATON ANALYTICAL INC     | TESTING                    | 1,325.00     |
| 00938740                  | PETERSON TRACTOR CO               | EQUIPMENT RENTAL           | 14,314.10    |
| 00938748                  | EUROFINS EATON ANALYTICAL INC     | WATER TESTING AND ANALYSIS | 75.00        |
| 00938752                  | LEES BUILDING MAINTENANCE         | JANITORIAL SERVICES        | 250.00       |
| <b>Water Distribution</b> |                                   |                            |              |
| 00391910                  | ALTA FENCE                        | REPAIR SERVICES            | 199.00       |
| 00391912                  | ANTIOCH AUTO PARTS                | AUTO PARTS                 | 90.97        |
| 00391929                  | CPC CONSTRUCTION INC              | PROFESSIONAL SERVICES      | 460.00       |
| 00391930                  | CRESO EQUIPMENT RENTALS AFFILIATE | EQUIPMENT RENTALS          | 3,568.30     |
| 00391945                  | INSTRUMENT TECHNOLOGY CORP        | EQUIPMENT                  | 4,999.24     |
| 00391948                  | LINE X KUSTOM AND ACCESSORIES     | VEHICLE ACCESSORIES        | 924.05       |
| 00391951                  | MT DIABLO LANDSCAPE CENTERS INC   | SUPPLIES                   | 69.03        |
| 00391955                  | OFFICE DEPOT INC                  | OFFICE SUPPLIES            | 62.82        |
| 00391971                  | USA BLUEBOOK                      | SUPPLIES                   | 126.49       |
| 00391984                  | ANTIOCH AUTO PARTS                | TOOLS                      | 3,247.60     |
| 00391994                  | CALIF DEPARTMENT OF JUSTICE       | FINGERPRINTING FEES        | 49.00        |



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| 00392003                                 | CALIF, STATE OF                     | USE TAX REMITTANCE       | 806.85    |
| 00392023                                 | EAST BAY WORK WEAR                  | SUPPLIES                 | 571.04    |
| 00392024                                 | EAST BAY WORK WEAR                  | SAFETY SHOES - SCHATZ    | 293.60    |
| 00392028                                 | G AND S PAVING INC                  | VARIOUS ASPHALT REPAIRS  | 14,864.00 |
| 00392053                                 | PACIFIC CREDIT SERVICES             | COLLECTIONS FEE          | 248.57    |
| 00392059                                 | RICKIES ROOF REPAIR                 | WAREHOUSE REMODEL        | 13,113.00 |
| 00938734                                 | BADGER METER INC                    | METER PARTS              | 11,807.21 |
| 00938739                                 | INFOSEND INC                        | PRINT & MAIL SERVICES    | 5,263.82  |
| 00938742                                 | BADGER METER INC                    | MOBILE LICENSE AGREEMENT | 1,149.96  |
| 00938753                                 | MOBILE MINI LLC                     | STORAGE                  | 1,248.40  |
| <b>Public Buildings &amp; Facilities</b> |                                     |                          |           |
| 00391992                                 | BOETHING TREELAND FARMS             | MEDIAN PLANTS            | 1,613.45  |
| 00392003                                 | CALIF, STATE OF                     | USE TAX REMITTANCE       | 76.71     |
| 00392040                                 | KLEINFELDER INC                     | PROFESSIONAL SERVICES    | 6,642.50  |
| 00392073                                 | SWRCB                               | SITE CLEANUP PROGRAM     | 3,737.59  |
| <b>617</b>                               | <b>APFA Brackish Water LOC Fund</b> |                          |           |
| <b>Water Systems</b>                     |                                     |                          |           |
| 00391991                                 | BANK OF THE WEST                    | INTEREST PAYMENT         | 31.52     |
| <b>621</b>                               | <b>Sewer Fund</b>                   |                          |           |
| <b>Swr-Wastewater Administration</b>     |                                     |                          |           |
| 00391910                                 | ALTA FENCE                          | REPAIR SERVICES          | 199.00    |
| 00391936                                 | FASTSIGNS                           | BUSINESS CARDS           | 90.18     |
| 00391955                                 | OFFICE DEPOT INC                    | OFFICE SUPPLIES          | 19.62     |
| 00391990                                 | BANK OF AMERICA                     | FINGERPRINTING FEES      | 25.00     |
| 00391994                                 | CALIF DEPARTMENT OF JUSTICE         | FINGERPRINTING FEES      | 49.00     |
| 00392003                                 | CALIF, STATE OF                     | USE TAX REMITTANCE       | 21.49     |
| 00392023                                 | EAST BAY WORK WEAR                  | SUPPLIES                 | 220.57    |
| 00392028                                 | G AND S PAVING INC                  | VARIOUS ASPHALT REPAIRS  | 14,864.00 |
| 00938739                                 | INFOSEND INC                        | PRINT AND MAIL SERVICES  | 5,263.81  |
| <b>631</b>                               | <b>Marina Fund</b>                  |                          |           |
| <b>Marina Administration</b>             |                                     |                          |           |
| 00392003                                 | CALIF, STATE OF                     | USE TAX REMITTANCE       | 0.55      |
| 00392085                                 | BRIGHT SECURITY INTEGRATIONS        | MONITORING FEES          | 1,763.16  |
| 00938752                                 | LEES BUILDING MAINTENANCE           | JANITORIAL SERVICES      | 1,300.00  |


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

**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:** Consideration of Bids for the Installation of Curb Ramps at Various Locations (P.W. 409-7)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Releasing M4 Concrete and Drywall, Inc. (M4) from their bid for the Installation of Curb Ramps at Various Locations ("Project") due to a mistake made filling out their bid;
2. Awarding the construction agreement ("Agreement") for the Project to the lowest, responsive and responsible bidder, J.J.R. Construction, Inc. ("JJR");
3. Approving an Agreement with JJR in the amount of \$278,290.00 in substantially the form attached as "Attachment C"; and
4. Authorizing the City Manager to execute the Agreement for the Project with JJR for a total amount of \$278,290.00.

**FISCAL IMPACT**

The fiscal year 20/21 Capital Improvement Budget includes \$427,950 in Measure J funding for engineering, inspections, contract administration and construction of the Project.

**DISCUSSION**

On January 5, 2021, thirteen (13) bids were received and opened for the installation of concrete curb ramps on Serpentine Drive, Barmouth Drive, Boulder Drive and Marble Drive. The bid tabulation is shown on Attachment B.

The apparent low bid was submitted by M4 in the amount of \$274,924.80. Staff has evaluated the bid submitted by M4 and determined that based on the unit prices provided

on the Schedule of Bid Prices, M4's correct total bid price is \$247,653.00. M4 has requested relief from their bid on the grounds that a mistake was made filling out the bid. The mistake consisted of inputting incorrect unit prices on the bid schedule that make the total bid price significantly different than what was intended. California Public Contract Code Section 5103, states that a contractor may be granted relief if the following has occurred:

- (a) A mistake was made.
- (b) He or she gave the public entity written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred.
- (c) The mistake made the bid materially different than he or she intended it to be.
- (d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Staff has consulted with the City Attorney to determine M4 has met the requirement to receive bid relief.

Staff recommends granting M4 relief from their bid and then awarding the contract to the lowest responsive and responsible bidder, JJR of San Mateo in the amount of \$278,290.

**ATTACHMENTS**

- A: Resolution
- B: Bid Tabulation
- C: Construction Agreement
- D: M4 Concrete and Drywall, Inc. – Request for Bid Relief



ATTACHMENT "A"

RESOLUTION NO. 2021/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
RELIEVING M4 CONCRETE AND DRYWALL, INC. OF THEIR BID; AWARDING THE  
CONTRACT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH J.J.R. CONSTRUCTION, INC. FOR THE INSTALLATION OF  
CURB RAMPS AT VARIOUS LOCATIONS PROJECT  
P.W. 409-7

**WHEREAS**, the Project was published and advertised in the East County Times on December 5, 2020 and December 7, 2020 and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, on January 5, 2021, thirteen (13) bids were received and opened for the Installation of Curb Ramps at Various Locations ("Project");

**WHEREAS**, the City Council has considered releasing M4 Concrete and Drywall, Inc. ("M4") from their bid due to a mistake they made filling out their bid;

**WHEREAS**, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive and responsible bidder, J.J.R. Construction, Inc. ("JJR") for a total amount of \$278,290.00; and

**WHEREAS**, the City Council has considered authorizing the City Manager to execute the Agreement with JJR for a total amount of \$278,290.00.

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

1. Releases M4 from their bid for the Project due to a mistake made filling out their bid;
2. Awards the Agreement for the Project to the lowest, responsive and responsible bidder, J.J.R. Construction, Inc.;
5. Approves an Agreement with JJR in the amount of \$278,290.00 in substantially the form attached as "Attachment C" to the staff report; and
3. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

\* \* \* \* \*

**RESOLUTION NO. 2021/\*\***

January 26, 2021

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 26<sup>th</sup> day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2



| CITY OF ANTIOCH<br>TABULATION OF BIDS                                                                                                           |                                                               |                                                              |                                        |                                              |                                        |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------|----------------------------------------------|----------------------------------------|------------------------------------------|
| JOB TITLE: Installation of Curb Ramps at Various Locations<br>(P.W. 409-7)<br>BIDS OPENED: January 5, 2021 ~ 2:00 p.m.<br>City Council Chambers |                                                               |                                                              |                                        |                                              |                                        |                                          |
|                                                                                                                                                 | Engineer's Estimate                                           | M4 Concrete and Drywall, Inc.<br>Turlock                     | J.J.R. Construction, Inc.<br>San Mateo | FBD Vanguard Construction, Inc.<br>Livermore | Rosas Brothers Construction<br>Oakland | Kerex Engineering, Inc.<br>Pleasant Hill |
| TOTAL BID PRICE                                                                                                                                 | \$390,000.00                                                  | \$274,924.80                                                 | \$278,290.00                           | \$294,414.00                                 | \$303,400.00                           | \$314,750.00                             |
| LIST OF SUBCONTRACTORS                                                                                                                          |                                                               |                                                              |                                        |                                              |                                        |                                          |
| M4 Concrete & Drywall                                                                                                                           | J.J.R. Construction, Inc.                                     | FBD Vanguard Construction, Inc.                              | Rosas Brothers Construction            | Kerex Engineering, Inc.                      |                                        |                                          |
| None Listed<br>Antioch Building Materials<br>None Listed<br>Destination Anywhere<br>None Listed<br>All Cities Trenching Services                | None Listed<br>Del Secco Saw<br>None Listed<br>Chrisp Company | Cas & Funding Signs<br>Farwest<br>Striping<br>Chrisp Company | None                                   | None                                         |                                        |                                          |

B1

**CITY OF ANTIOCH  
TABULATION OF BIDS**

**JOB TITLE:** Installation of Curb Ramps at Various Locations  
(P.W. 409-6)

**BIDS OPENED:** May 21, 2019 ~ 2:00 p.m.  
City Council Chambers

|                        | Engineer's Estimate | TNB Construction Antioch | Sandstone Environmental Engineering, Inc. Oakley | Sposeto Engineering, Inc. Livermore | Ghilotti Bros., Inc. San Rafael | Nor Cal Concrete Suisun City |
|------------------------|---------------------|--------------------------|--------------------------------------------------|-------------------------------------|---------------------------------|------------------------------|
| <b>TOTAL BID PRICE</b> | \$1,500,000.00      | \$315,800.00             | \$329,850.00                                     | \$349,900.00                        | \$359,750.00                    | \$367,140.00                 |

**LIST OF SUBCONTRACTORS**

| <i><b>TNB Contractor, Inc.</b></i>                             | <i><b>Sandstone Environmental Engineering, Inc.</b></i> | <i><b>Sposeto Engineering, Inc.</b></i> | <i><b>Ghilotti Bros., Inc.</b></i> | <i><b>Nor Cal Concrete</b></i> |
|----------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------|------------------------------------|--------------------------------|
| 40% Labor<br>Wayne E. Swisher Cement<br>Striping<br>Chrisp Co. | None Listed<br>49er Trucking                            | None                                    | None                               | None                           |

B2

CITY OF ANTIOCH  
TABULATION OF BIDS

JOB TITLE: Installation of Curb Ramps at Various Locations  
(P.W. 409-7)

BIDS OPENED: January 5, 2021 ~ 2:00 p.m.  
City Council Chambers

|                 |                     |                                 |                                                |                                     |  |  |
|-----------------|---------------------|---------------------------------|------------------------------------------------|-------------------------------------|--|--|
|                 | Engineer's Estimate | JD Partners Concrete Pleasanton | Central Valley Engineering & Asphalt Roseville | Joe's Landscaping & Concrete Newman |  |  |
| TOTAL BID PRICE | \$390,000.00        | \$374,000.00                    | \$433,000.00                                   | \$503,200.00                        |  |  |

LIST OF SUBCONTRACTORS

|                             |                                                 |                                         |  |  |
|-----------------------------|-------------------------------------------------|-----------------------------------------|--|--|
| <i>JD Partners Concrete</i> | <i>Central Valley Engineering &amp; Asphalt</i> | <i>Joe's Landscaping &amp; Concrete</i> |  |  |
| None                        | None                                            | None                                    |  |  |

## ATTACHMENT "C"

### AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2021 by and between J.J.R. CONSTRUCTION, 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, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. 409-7**. 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 fifty (50) 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 **Two hundred seventy-eight thousand, two hundred ninety dollars (\$278,290.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

**SCHEDULE OF BID PRICES  
FOR INSTALLATION OF CURB RAMPS AT VARIOUS LOCATIONS  
P.W. 409-7**

| Item No. | Unit | Quantity | Description                                                                         | Unit Price   | Extended Amount |
|----------|------|----------|-------------------------------------------------------------------------------------|--------------|-----------------|
| 1.       | LS   | 1        | Mobilization, complete in place for the lump sum price.....                         | \$ 5,000.00  | \$ 5,000.00     |
| 2.       | LS   | 1        | Water pollution control, complete in place for the lump sum price.....              | \$ 100.00    | \$ 100.00       |
| 3.       | LS   | 1        | Traffic control, complete in place for the lump sum price.....                      | \$ 15,000.00 | \$ 15,000.00    |
| 4.       | LF   | 1,400    | Concrete curb and gutter, complete in place for the unit price per lineal foot..... | \$ 68.00     | \$ 95,200.00    |



| Item No.                | Unit | Quantity | Description                                                                       | Unit Price           | Extended Amount |
|-------------------------|------|----------|-----------------------------------------------------------------------------------|----------------------|-----------------|
| 5.                      | SF   | 2,200    | Concrete sidewalk, complete in place for the unit price per square foot.....      | \$ 12.75             | \$ 28,050.00    |
| 6.                      | SF   | 6,000    | Concrete curb ramps, complete in place for the unit price per square foot.....    | \$ 16.65             | \$ 99,900.00    |
| 7.                      | SF   | 1,200    | Concrete valley gutter, complete in place for the unit price per square foot..... | \$ 26.20             | \$ 31,440.00    |
| 8.                      | EA   | 1        | Storm drain catch basin tops, complete in place for the unit price per each.....  | \$ 2,100.00          | \$ 2,100.00     |
| 9.                      | LS   | 1        | Project funding sign, complete in place for the lump sum price.....               | \$ 1,500.00          | \$ 1,500.00     |
| <b>TOTAL BID PRICE:</b> |      |          |                                                                                   | <b>\$ 278,290.00</b> |                 |

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. (N/A)
- 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

C2

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: Carlos Raposo, President  
J.J.R. Construction, Inc.  
1120 Ninth Avenue  
San Mateo, CA 94402

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:**

**J.J.R. CONSTRUCTION, 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: \_\_\_\_\_  
Elizabeth Householder, City Clerk

**APPROVED AS TO FORM:**

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

C4

M4 Concrete and Drywall, Inc.



**PW 409-7 Relief Request**

City of Antioch,

I am requesting relief for M4 Concrete and Drywall, Inc. as a mistake was made when inputting the unit prices on the bid schedule. The mistake would make the final number significantly different from the extended amount intended when the city recalculated accordingly. It was a clerical error when completing the bid form and apologize for any inconvenience it may have caused.

I have included the spreadsheet where my bid was done from and as you can see in the orange category; the unit prices that were included in the bid schedule are my break-even numbers with no administrative or overhead costs included. My intent was to place in the unit prices, which have an assumption for OH/P, that are shown in yellow. As you can see, my extended number was always meant to read \$274,924.80.

Please contact me for any points of concern at the information below.

Respectfully

A handwritten signature in black ink, appearing to read 'Jose Mendoza Jr.', written over a horizontal line.

Jose Mendoza Jr.

V.P.

M4 Concrete and Drywall, Inc.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

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

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

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

**SUBJECT:** Consideration of Bids for the Pavement Plugs and Leveling Courses at Various Locations (P.W. 709-1)

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Awarding the construction agreement ("Agreement") for the Pavement Plugs and Leveling Courses at Various Locations ("Project") to the lowest, responsive and responsible bidder Teichert Construction ("Teichert");
2. Approving an Agreement with Teichert in the amount of \$1,785,645.00 in substantially the form attached as "Attachment C"; and
3. Authorizing the City Manager to execute the Agreement for the Project with Teichert for a total amount of \$1,785,645.00.

**FISCAL IMPACT**

The fiscal year 20/21 Capital Improvement Budget includes \$2,400,000 in Road Maintenance and Rehabilitation Account ("RMRA") funding for engineering, inspections, contract administration and construction of the Project.

**DISCUSSION**

On January 5, 2021, seven (7) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Teichert of Pleasanton in the amount of \$1,785,645.00. The bids have been checked and found to be without errors or omissions. This work consists of constructing asphalt concrete plugs in areas of deteriorating roadway pavement and installing asphalt concrete plugs and leveling courses on 57 streets (Attachment D) in preparation for surface treatments scheduled to be performed within the next two years.

**ATTACHMENTS**

- A: Resolution
- B: Bid Tabulation
- C: Construction Agreement
- D: Project Locations

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE CONTRACT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AN AGREEMENT WITH TEICHERT CONSTRUCTION FOR THE  
PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS  
PROJECT  
P.W. 709-1**

**WHEREAS**, the Project was published and advertised in the East County Times on December 5, 2020 and December 7, 2020 and a Notice to Contractors was sent to the construction trade journals;

**WHEREAS**, on January 5, 2020, seven (7) bids were received and opened for the Pavement Plugs and Leveling Courses at Various Locations ("Project");

**WHEREAS**, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive and responsible bidder, Teichert Construction ("Teichert") for a total amount of \$1,785,645.00;

**WHEREAS**, the City has considered authorizing the City Manager to execute the Agreement with Teichert for a total amount of \$1,785,645.00; and

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

1. Awards the Agreement for the Project to the lowest responsive and responsible bidder, Teichert;
2. Approves an Agreement with Teichert for a total amount of \$1,785,645.00 in substantially the form attached as "Attachment C" to the staff report; and
3. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

\* \* \* \* \*



**RESOLUTION NO. 2021/\*\***

January 26, 2021

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 26<sup>th</sup> day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2



CITY OF ANTIOCH  
TABULATION OF BIDS

JOB TITLE: Pavement Plugs and Leveling Courses at Various Locations  
(P.W. 709-1)

BIDS OPENED: January 5, 2021 ~ 2:00 p.m.  
City Council Chambers

|                        | Engineer's<br>Estimate | Teichert Construction<br>Pleasanton | MCK Services, Inc.<br>Concord | McGuire and Hester<br>Alameda | Granite Rock Company<br>San Jose | Ghilotti Bros., Inc.<br>San Rafael |
|------------------------|------------------------|-------------------------------------|-------------------------------|-------------------------------|----------------------------------|------------------------------------|
| <b>TOTAL BID PRICE</b> | \$2,250,000.00         | \$1,785,645.00                      | \$1,790,500.00                | \$1,875,750.00                | \$1,922,000.00                   | \$2,024,500.00                     |

LIST OF SUBCONTRACTORS

| <i>Teichert Construction</i>                     | <i>MCK Services, Inc.</i>                                                                                    | <i>McGuire and Hester</i>                                     | <i>Granite Rock Company</i>                                                                                      | <i>Ghilotti Bros., Inc.</i>                                                     |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <u>Striping &amp; Markings</u><br>Chrisp Company | <u>Traffic Striping, Markings &amp; Markers</u><br>Chrisp Company<br><u>Utility Adjustments</u><br>JCC, Inc. | <u>Raise Iron</u><br>JCC<br><u>Striping</u><br>Chrisp Company | <u>Adjust Utilities</u><br>JCC<br><u>Striping</u><br>Chrisp Company<br><u>Tack Oil</u><br>Pacific North West Oil | <u>Striping</u><br>Chrisp Company<br><u>Adjust Manholes &amp; Valves</u><br>JCC |

ATTACHMENT "B"

**CITY OF ANTIOCH  
TABULATION OF BIDS**

**JOB TITLE:** Pavement Plugs and Leveling Courses at Various Locations  
(P.W. 709-1)

**BIDS OPENED:** January 5, 2021 ~ 2:00 p.m.  
City Council Chambers

|                        |                        |                                     |                                                         |  |  |  |
|------------------------|------------------------|-------------------------------------|---------------------------------------------------------|--|--|--|
|                        | Engineer's<br>Estimate | Argonaut Constructors<br>Santa Rosa | Central Valley Engineering & Asphalt, Inc.<br>Roseville |  |  |  |
| <b>TOTAL BID PRICE</b> | \$2,250,000.00         | \$2,116,660.00                      | \$2,363,100.00                                          |  |  |  |

LIST OF SUBCONTRACTORS

|                                                                                                                   |                                                                                                                                                        |  |  |  |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <i>Argonaut Constructors</i>                                                                                      | <i>Central Valley Engineering &amp; Asphalt, Inc.</i>                                                                                                  |  |  |  |
| <u>Striping</u><br>Bayside Stripe N Seal<br><u>Raise Iron</u><br>JCC<br><u>Tack Oil</u><br>Pacific North West Oil | <u>Asphalt Grinding</u><br>ABSL Construction<br><u>Tack &amp; Fabric</u><br>Pacific North West Oil<br><u>Striping &amp; Markings</u><br>Chrisp Company |  |  |  |

B2

## ATTACHMENT "C"

### AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2021 by and between A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION, 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. No. 709-1**. 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 fifty (50) 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 seven hundred eighty-five thousand, six hundred forty-five dollars (\$1,785,645.00)**, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

### SCHEDULE OF BID PRICES FOR PAVEMENT PLUGS AND LEVELING COURSES AT VARIOUS LOCATIONS P.W. 709-1

| Item No. | Unit | Quantity | Description                                                            | Unit Price   | Extended Amount |
|----------|------|----------|------------------------------------------------------------------------|--------------|-----------------|
| 1.       | LS   | 1        | Mobilization, complete in place for the lump sum price.....            | \$ 89,320.00 | \$ 89,320.00    |
| 2.       | LS   | 1        | Traffic control, complete in place for the lump sum price.....         | \$ 92,600.00 | \$ 92,600.00    |
| 3.       | LS   | 1        | Water pollution control, complete in place for the lump sum price..... | \$ 6,475.00  | \$ 6,475.00     |

| Item No.               | Unit | Quantity | Description                                                                                                     | Unit Price             | Extended Amount |
|------------------------|------|----------|-----------------------------------------------------------------------------------------------------------------|------------------------|-----------------|
| 4.                     | SF   | 30,000   | Cold planing 3-inch plug cuts, complete in place for the unit price per square foot.....                        | \$ 1.30                | \$ 39,000.00    |
| 5.                     | TN   | 10,000   | Asphalt concrete, complete in place for the unit price per ton .....                                            | \$ 145.00              | \$ 1,450,000.00 |
| 6.                     | LS   | 1        | Painted traffic stripes, pavement markers and pavement markings, complete in place for the lump sum price ..... | \$ 108,250.00          | \$ 108,250.00   |
| <b>TOTAL BID PRICE</b> |      |          |                                                                                                                 | <b>\$ 1,785,645.00</b> |                 |

4. COMPONENT PARTS

This Agreement shall consist of the following documents, each of which is on file in the City of Antioch, Capital Improvements 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, 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: Francis Johnson, Vice President  
Teichert Construction  
5200 Franklin Drive, Suite 115  
Pleasanton, CA 94588

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:**

**A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION**

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: \_\_\_\_\_  
Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

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

C4



**ATTACHMENT "D"**  
**APPENDIX TABLE A1**

**PAVEMENT PLUG AND LEVELING COURSE LOCATIONS 2021**

| AREA                                          | MAIN ROAD           | FROM            | TO              |
|-----------------------------------------------|---------------------|-----------------|-----------------|
| <b>1 Diamond Ridge</b>                        |                     |                 |                 |
| 1                                             | Cache Peak Way      | Dallas Ranch Rd | Golf Course Rd  |
| 1                                             | Cougar Peak Way     | Cache Peak Way  | Belford Peak    |
| 1                                             | Cougar Peak Ct      |                 |                 |
| 1                                             | Belford Peak        | Cougar Peak Way | Cache Peak      |
| 1                                             | Sheffels Peak Ct    |                 |                 |
| 1                                             | Massive Peak Way    | Cache Peak Way  | Crestone Needle |
| 1                                             | Crestone Needle Way | Massive Peak    | Cache Peak      |
| 1                                             | Hunter Peak Ct      |                 |                 |
| 1                                             | Blackburn Peak      |                 |                 |
| 1                                             | Matterhorn Ct       |                 |                 |
| 1                                             | Matterhorn Way      | Cache Peak Way  | Crestone Needle |
| 1                                             | Crestone Needle Way | Matterhorn Way  | Cache Peak      |
| 1                                             | Crestone Peak Ct    |                 |                 |
| 1                                             | Wexler Peak         | Golf Course Rd  | Cache Peak      |
| 1                                             | Snowmass Peak Ct    |                 |                 |
| 1                                             | Shavano Peak Ct     |                 |                 |
| 1                                             | Torreys Peak Ct     |                 |                 |
| 1                                             | Belford Peak Ct     |                 |                 |
| <b>2 Brandemere</b>                           |                     |                 |                 |
| 2                                             | Burwood Way         | Serpentine      | Wildflower      |
| 2                                             | Wildflower          | Deer Valley     | Burwood Way     |
| 2                                             | Hastings Ct         |                 |                 |
| 2                                             | Eastbourne Ct       |                 |                 |
| 2                                             | Barmouth Dr         | Davison         | Carpenteria     |
| 2                                             | Basalt Ct           |                 |                 |
| 2                                             | Barmouth Ct         |                 |                 |
| 2                                             | Myrtlewood Ct       |                 |                 |
| 2                                             | Laurelwood Ct       |                 |                 |
| 2                                             | Coyote Ct           |                 |                 |
| 2                                             | Badger Way          | Barmouth        | Bluejay         |
| 2                                             | Halite Way          | Bluejay         | Serpentine      |
| 2                                             | Serpentine Dr       | Burwood         | Davison         |
| 2                                             | Basalt Way          | Barmouth        | Serpentine      |
| 2                                             | Roanwood Ct         |                 |                 |
| 2                                             | Bluejay Dr          | Barmouth        | Burwood Way     |
| <b>3 Sunset &amp; Cavallo &amp; Tregallas</b> |                     |                 |                 |
| 3                                             | Sunset Dr           | Cavallo         | Bryan Ave       |
| 3                                             | E. Tregallas        | Garrow          | Lone Tree       |
| 3                                             | Center Ln           |                 |                 |
| 3                                             | Cavallo Rd          | Garrow          | 18th            |
| 3                                             | Nora Lee Ct         |                 |                 |

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## PAVEMENT PLUG AND LEVELING COURSE LOCATIONS 2021

| AREA | MAIN ROAD         | FROM        | TO          |
|------|-------------------|-------------|-------------|
| 4    | Rocky Point Area  |             |             |
| 4    | Rockford Dr.      | Eagleridge  | Bluerock    |
| 4    | Rocky Point       | Rockford    | Deer Valley |
| 4    | Flintrock Dr.     | Rocky Point | Rockford    |
| 4    | Clay Ct.          |             |             |
| 4    | Redstone Ct.      |             |             |
| 4    | Stoney Ct.        |             |             |
| 4    | Limestone Dr.     | Bluerock    | Rocky Point |
| 4    | Rock Ct.          |             |             |
| 4    | Jarosite Ct.      |             |             |
| 4    | Hawk Ct.          |             |             |
| 4    | Moraine Way & Ct. | Hailstone   | End         |
| 4    | Hailstone Way     | Moraine     | Caldera     |
| 4    | Caldera Way       | Hailstone   | Moraine     |
| 4    | Felsite Ct.       |             |             |
| 4    | Niccolite Ct.     |             |             |
| 4    | Bole Ct.          |             |             |
| 4    | Bedrock Way & Ct. | Caldera     | End         |
| 4    | Barmouth Dr.      | Rockford    | Carpenteria |

D2



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

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

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

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

**SUBJECT:** Authorization for the City Manager to Execute a Pipeline Crossing Agreement with Union Pacific Railroad for the Brackish Water Desalination Project (P.W. 694)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution approving the pipeline crossing agreement ("Agreement") with Union Pacific Railroad ("UPRR") for the Brackish Water Desalination ("Project") in substantially the form attached and authorizing the City Manager or designee to execute the Agreement.

**FINANCIAL IMPACT**

The fiscal year 20/21 Capital Improvement Budget includes adequate funding for \$3,000 required to process the Agreement.

**DISCUSSION**

As part of the Project, a 4.3 mile long brine disposal pipeline from the new desalination facility located at the City's existing Water Treatment Plant ("WTP") to Delta Diablo must be constructed. This facility will convey approximately 2 million gallons per day ("mgd") of brine for discharge through Delta Diablo's existing wastewater outfall. A portion of the brine disposal pipeline is located on 'L' Street that will pass through UPRR right of way between Sycamore Drive and East 18<sup>th</sup> Street. The Agreement will allow the City to construct, maintain and operate one (1) 14 inch plastic pipe encased in a 24 inch steel pipeline across the UPRR right of way.

**ATTACHMENTS**

- A: Resolution
- B: UPRR Pipeline Crossing Agreement

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A  
PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD FOR  
THE BRACKISH WATER DESALINATION PROJECT  
(P.W. 694)**

**WHEREAS**, the City of Antioch will be constructing a brine disposal pipeline ("Pipeline") as part of the Brackish Water Desalination ("Project");

**WHEREAS**, a portion of the Pipeline on 'L' Street crosses Union Pacific Railroad ("UPRR") right of way;

**WHEREAS**, UPRR requires the City to execute a pipeline crossing agreement to construct, maintain and operate the Pipeline ("Agreement") within UPRR right of way; and

**WHEREAS**, the City of Antioch has considered delegating authorization to the City Manager, or designee, to execute an Agreement with UPRR.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch does hereby approve the pipeline crossing agreement with Union Pacific Railroad in substantially the form attached as Attachment B to the staff report and authorize the City Manager, or designee, to execute the Agreement, subject to approval of form 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 26th day of January 2021 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

## ATTACHMENT "B"

Pipeline Crossing 080808  
Last Modified: 06/05/18  
Form Approved, AVP-Law

Folder No. 03234-84

### PIPELINE CROSSING AGREEMENT

Mile Post: 52.7, Tracy Subdivision  
Location: Antioch, Contra Costa County, California

**THIS AGREEMENT ("Agreement")** is made and entered into as of November 18, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF ANTIOCH PUBLIC WORKS DEPT**, to be addressed at City Of Antioch Public Works, 200 H Street Basement Antioch, California 94509 ("Licensee").

#### **IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

##### **Article 1. LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) 14 inch plastic pipe conveying the commodity of brine encased in a 24 inch steel pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Antioch, Contra Costa County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated November 13, 2020, attached hereto as **Exhibit A** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) 14 inch plastic pipe conveying the commodity of brine encased in a 24 inch steel pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

##### **Article 2. LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.



**Article 3.      TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4.      LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5.      INSURANCE.**

A.      During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licenser at the address listed in the "NOTICES" Section of this Agreement.

B.      If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6.      DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licenser to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licenser herein.

**Article 7.      ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licenser to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8.      WAIVER OF BREACH.**

The waiver by Licenser of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licenser to avail itself of any remedy for any subsequent breach thereof.

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**Article 9.      ASSIGNMENT.**

A.      Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B.      Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10.      SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11.      NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Folder No. 03234-84)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF ANTIOCH PUBLIC WORKS DEPT  
City Of Antioch Public Works  
200 H Street Basement  
  
Antioch, California, 94509

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF ANTIOCH PUBLIC WORKS DEPT**

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

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

Valerie Harrill  
*Mgr II Real Estate Contracts*

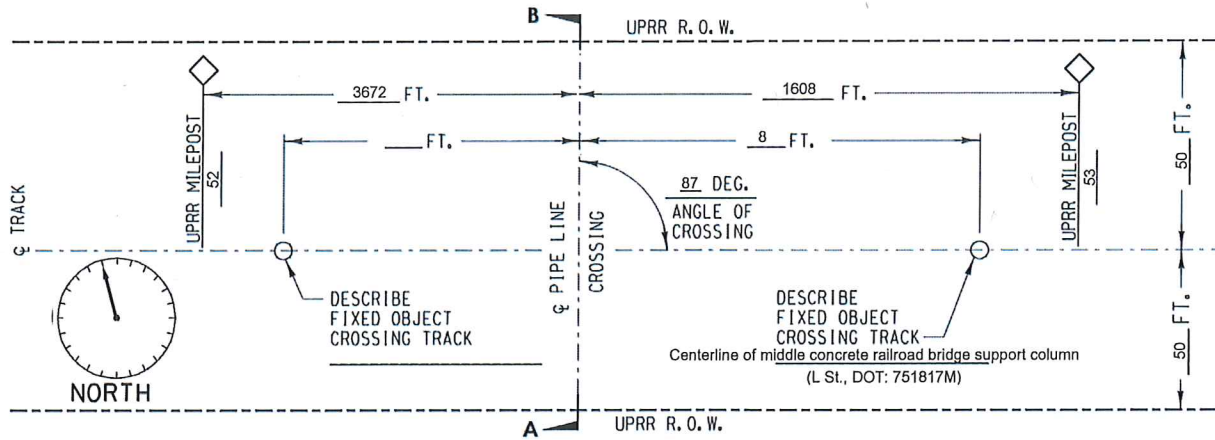
Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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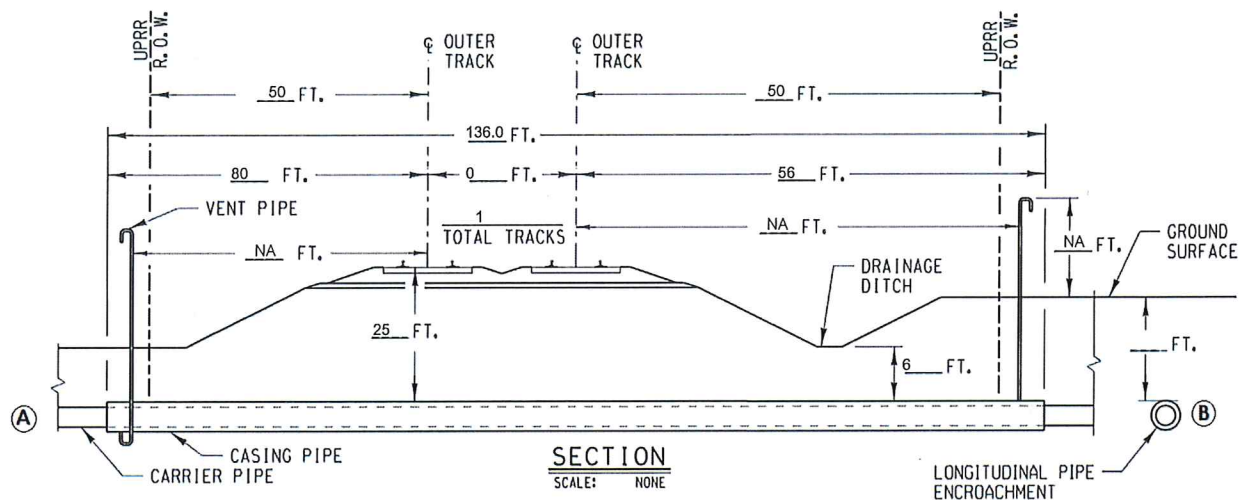
# NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING  
☐ ENCROACHMENT  
☐ BOTH



PLAN

SCALE: NONE



## NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
- 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION OPEN TRENCH
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.  
COMMODITY TO BE CONVEYED BRINE.  
OPERATIONAL PRESSURE 60 PSI. MAOP 60 PSI.  
WALL THICKNESS (INCH)/ SCHEDULE 17. DIAMETER 14 IN.  
CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.  
TOTAL LENGTH CASING PIPE: 136 FT.  
WALL THICKNESS 0.5 IN. DIAMETER 24 IN.  
CATHODIC/COATING PROTECTION YES  
CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 80 AND 56.



BUILDING AMERICA®

## EXHIBIT "A"

SUBDIVISION: Tracy Sub.

TRACK TYPE: MAINLINE

M.P.: 52.70

LAT.: 38.0044444

E.S.M.: 1561+64.5

LONG.: -121.81972222

NEAREST CITY: ANTIOCH

COUNTY: CONTRA COSTA

STATE: CA

APPLICANT: CITY OF ANTIOCH PUBLIC WORKS DEPT

FILE NO.: 0323484

DATE: 11/13/2020

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## **EXHIBIT B**

### **GENERAL TERMS AND CONDITIONS**

#### **Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

#### **Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

BLP



**Section 3.      NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A.      Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B.      Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C.      If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

**Section 4.      FLAGGING.**

A.      Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B.      If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C.      For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

## **Section 5.     SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.



F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

**Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8.      MODIFICATIONS TO LICENSEE'S FACILITIES.**

A.      This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B.      Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9.      RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10.     INDEMNITY.**

A.      Definitions. As used in this Section:

1.      "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2.      "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3.      "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B.      Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

B10



1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith ;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at [this link](#) for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in



connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

#### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this

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Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

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

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

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

**SUBJECT:** First Amendment to the Consultant Services Agreement with Construction Testing Services for Material Testing and Special Inspection Services for the Brackish Water Desalination Project (P.W. 694)

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. approving the first amendment to the Consultant Services Agreement ("Agreement") with Construction Testing Services ("CTS") for material testing and special inspection services during construction of the Brackish Water Desalination ("Project") in the amount of \$248,744 for a total contract amount of \$298,744 and extend the term of the Agreement to December 31, 2023; and
2. authorizing the City Manager to execute the Agreement.

**FISCAL IMPACTS**

The fiscal year 20/21 Capital Improvement Budget includes adequate funding for material testing and special inspection services during construction of the Project.

**DISCUSSION**

This Project includes 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"). The project also includes 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. In addition, the project includes the construction of a 4.3-mile-long brine disposal pipeline from the new desalination facility to Delta Diablo to convey approximately 2 mgd of brine for discharge through Delta Diablo's existing wastewater outfall.

On November 17, 2020, staff solicited proposals from four (4) material testing and special inspection firms that are currently under contract for laboratory testing of soils, aggregate,

asphalt concrete, controlled low strength material, Portland cement concrete, structural steel and other construction materials; field testing of soils, aggregate, asphalt concrete, Portland cement concrete and other construction materials and other services including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, and affidavits for the Project.

On December 1, 2020, proposals were received from CTS and Testing Engineers, Inc. Based on the content of the proposals, CTS was selected to provide the services required for the Project.

**ATTACHMENTS**

- A. Resolution
- B. Amendment No. 1 to the Consultant Services Agreement with CTS

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH  
CONSTRUCTION TESTING SERVICES FOR MATERIAL TESTING AND SPECIAL  
INSPECTION SERVICES DURING CONSTRUCTION FOR THE BRACKISH WATER  
DESALINATION PROJECT AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE AGREEMENT  
P.W. 694**

**WHEREAS**, on February 19, 2020, Construction Testing Services. ("CTS") entered into an "As Needed" Consultant Services Agreement ("Agreement") for material testing and special inspection services in the amount of \$50,000 for the Brackish Water Desalination ("Project");

**WHEREAS**, on November 17, 2020, City staff contacted four firms requesting proposals for laboratory testing of soils, aggregate, asphalt concrete, controlled low strength material, Portland cement concrete, structural steel and other construction materials; field testing of soils, aggregate, asphalt concrete, Portland cement concrete and other construction materials and other services including asphalt and concrete mix design review, batch plant inspection, project documentation, technical support, laboratory reports, field logs, final reports, affidavits related to the Project;

**WHEREAS**, on December 1, 2020, City received proposals from CTS and Testing Engineers, Inc;

**WHEREAS**, staff selected CTS as the firm to provide the services required for this Project; and

**WHEREAS**, the City Council has considered approving the first amendment to the Agreement with CTS for material testing and special inspection services during construction of the Project in the amount of \$248,744 for a total contract amount of \$298,744 and extending the term of the Agreement to December 31, 2023.

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

1. Approves the first amendment to the Agreement with CTS for material testing and special inspection services during construction of the Project in the amount of \$248,744 for a total contract amount of \$298,744 and extending the term of the Agreement to December 31, 2023; and
2. Authorizes the City Manager to execute the Agreement.

\* \* \* \* \*

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**RESOLUTION NO. 2021/\*\***

January 26, 2021

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**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 26th day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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## ATTACHMENT "B"

### AMENDMENT NO. 1 TO AGREEMENT WITH CONSTRUCTION TESTING SERVICES, INC. FOR MATERIAL TESTING AND SPECIAL INSPECTION SERVICES FOR THE BRACKISH WATER DESALINATION PROJECT P.W. 694

**THIS FIRSTAMENDMENT TO THE AGREEMENT FOR MATERIAL AND SPECIAL INSPECTION SERVICES** is entered into this 26th day of January 2021 by and between the CITY OF ANTIOCH, a municipal corporation ("City") and CONSTRUCTION TESTING SERVICES, INC., their address is 2118 Rheem Drive, Pleasanton, CA 94588 ("Consultant").

### RECITALS

**WHEREAS**, on February 19, 2020, City and Construction Testing Services, Inc., entered into an Agreement for Professional Consultant Services for "As Needed" Material and Special Inspection Services ("**Agreement**") in the amount of \$50,000.00;

**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, material, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and the Exhibits, the Agreement shall prevail."

**2. Section 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, 2023**, and Consultant shall complete the work described in Exhibit A to the Agreement and Exhibit A to Amendment No. 1 of the Agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

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

"City hereby agrees to pay Consultant a sum not to exceed **\$298,744.00**, 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.

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CITY OF ANTIOCH:

CONSTRUCTION TESTING SERVICES, INC.

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

By: \_\_\_\_\_  
Patrick Greenan, P.E.  
President and Principal-in-Charge

ATTEST:

\_\_\_\_\_  
Elizabeth Householder  
City Clerk

APPROVED AS TO FORM:

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

# EXHIBIT "A"



## SCOPE AND PRELIMINARY ESTIMATE: INSPECTIONS & TESTING

DATE: 12/01/20  
PROPOSAL No.: P18955  
CLIENT: CITY OF ANTIOCH  
PROJECT: BRACKISH WATER DESALINATION  
LOCATION: ANTIOCH, CA

| ITEM: I<br>ONSITE TESTING & INSPECTIONS                                   | ESTIMATED<br>DAYS | ESTIMATED<br>HOURS | UNIT<br>PRICE | ESTIMATED<br>TOTAL |
|---------------------------------------------------------------------------|-------------------|--------------------|---------------|--------------------|
| <b>REINFORCING STEEL &amp; CONCRETE</b>                                   |                   |                    |               |                    |
| FOOTINGS/GRADE BEAMS                                                      | 20                | 8                  | \$82          | \$13,120           |
| NON-SHRINK GROUT - COLUMN BASEPLATES                                      | 5                 | 4                  | \$82          | \$1,640            |
| WALLS & COLUMNS                                                           | 20                | 8                  | \$82          | \$13,120           |
| SLAB ON GRADE                                                             | 10                | 8                  | \$82          | \$6,560            |
| METAL DECK POURS (REBAR/CONCRETE)                                         | 4                 | 8                  | \$82          | \$2,624            |
| ACI TECH FOR ELEVATED POURS                                               | 2                 | 8                  | \$82          | \$1,312            |
| OTHER - MISC CONCRETE                                                     | 20                | 4                  | \$82          | \$6,560            |
| <b>MASONRY - LEVEL I</b>                                                  |                   |                    |               |                    |
| PRE-GROUT REBAR INSPECTIONS                                               | 30                | 4                  | \$82          | \$9,840            |
| GROUT PLACEMENT                                                           | 30                | 4                  | \$82          | \$9,840            |
| <b>STRUCTURAL STEEL</b>                                                   |                   |                    |               |                    |
| ERECTION/MEMBER VERIFICATION/BOLTING                                      | 10                | 4                  | \$82          | \$3,280            |
| FIELD WELDING/UT/MT                                                       | 25                | 8                  | \$82          | \$16,400           |
| MISC STEEL/STAIRS - PERIODIC INSPECTION                                   | 10                | 4                  | \$82          | \$3,280            |
| <b>MISC FIELD TESTING SERVICES</b>                                        |                   |                    |               |                    |
| EPOXY BOLTS - INSTALL OBSERVATION                                         | 10                | 4                  | \$82          | \$3,280            |
| EPOXY BOLTS - PROOF LOADING / PULL TESTING (PORTAL TO PORTAL)             | 5                 | 8                  | \$82          | \$3,280            |
| EXPANSION ANCHOR - INSTALL OBSERVATION                                    | 10                | 4                  | \$82          | \$3,280            |
| EXPANSION ANCHOR - TORQUE TESTING (PORTAL TO PORTAL)                      | 5                 | 8                  | \$82          | \$3,280            |
| PORTAL TO PORTAL TRAVEL TIME - EQUIPMENT                                  | 10                | 2                  | \$82          | \$1,640            |
| PORTAL TO PORTAL MILEAGE - EQUIPMENT                                      | 10                | 85                 | \$0.58        | \$493              |
| <b>GEOTECHNICAL SERVICES</b>                                              |                   |                    |               |                    |
| FOOTING OBSERVATION (STAFF ENGINEER)                                      | 10                | 4                  | \$125         | \$5,000            |
| SOILS COMPACTION - BUILDING PAD                                           | 10                | 8                  | \$89          | \$7,120            |
| SOILS COMPACTION - SITE UTILITIES                                         | 40                | 4                  | \$89          | \$14,240           |
| SOILS COMPACTION - OFF-SITE/PARKING LOTS                                  | 10                | 8                  | \$89          | \$7,120            |
| A/C COMPACTION                                                            | 4                 | 8                  | \$89          | \$2,848            |
| PORTAL TO PORTAL TRAVEL TIME - NUCLEAR GAUGE TRANSPORT                    | 64                | 2                  | \$89          | \$11,392           |
| PORTAL TO PORTAL MILEAGE - NUCLEAR GAUGE TRANSPORT                        | 64                | 85                 | \$0.58        | \$3,155            |
| <i>Preliminary Sub-Total of Onsite Testing &amp; Inspection (approx.)</i> |                   |                    |               | <i>\$153,704</i>   |

| ITEM: II<br>OFFSITE TESTING & INSPECTIONS                                  | ESTIMATED<br>DAYS | ESTIMATED<br>HOURS | UNIT<br>PRICE | ESTIMATED<br>TOTAL |
|----------------------------------------------------------------------------|-------------------|--------------------|---------------|--------------------|
| STEEL SHOP VISUAL / UT / MT - DAY SHIFT *                                  | 50                | 8                  | \$82          | \$32,800           |
| STEEL SHOP - VISUAL / UT / MT - MISCELLANEOUS STEEL & STAIRS*              | 5                 | 8                  | \$82          | \$3,280            |
| BATCH PLANT (AUDIT IF REQUIRED)                                            | 4                 | 4                  | \$82          | \$1,312            |
| <i>Preliminary Sub-Total of Offsite Testing &amp; Inspection (approx.)</i> |                   |                    |               | <i>\$37,392</i>    |

| ITEM: III<br>LABORATORY TESTING & ENGINEERING                                 | ESTIMATED<br>UNITS/HOURS | UNIT<br>PRICE | ESTIMATED<br>TOTAL |
|-------------------------------------------------------------------------------|--------------------------|---------------|--------------------|
| CONCRETE COMPRESSION TESTS - 4X8 CYLINDER                                     | 405                      | \$23          | \$9,315            |
| CLSM COMPRESSION TESTS                                                        | 80                       | \$73          | \$5,840            |
| MASONRY PRISM COMPRESSION TESTS - PRE CONSTRUCTION                            | 6                        | \$100         | \$600              |
| MASONRY PRISM COMPRESSION TESTS - PRODUCTION                                  | 32                       | \$100         | \$3,200            |
| NON SHRINK GROUT - 2"x 2" CUBES                                               | 15                       | \$40          | \$600              |
| GRADATION                                                                     | 4                        | \$90          | \$360              |
| PLASTIC INDEX                                                                 | 4                        | \$308         | \$1,232            |
| SAND EQUIVALENT                                                               | 4                        | \$100         | \$400              |
| COMPACTION CURVES                                                             | 4                        | \$180         | \$720              |
| A/C - THEORETICAL MAX DENSITY                                                 | 1                        | \$150         | \$150              |
| SAMPLE PICK-UPS                                                               | 555                      | \$7           | \$3,885            |
| WPS REVIEW                                                                    | 5                        | \$150         | \$750              |
| MIX DESIGN REVIEW                                                             | 5                        | \$150         | \$750              |
| STAFF ENGINEER                                                                | 18                       | \$125         | \$2,250            |
| FIELD SUPERVISION                                                             | 20                       | \$110         | \$2,200            |
| PROJECT MANAGEMENT                                                            | 18                       | \$125         | \$2,250            |
| CERTIFIED PAYROLL                                                             | 31                       | \$125         | \$3,875            |
| FINAL LETTER / ENGINEER REVIEW                                                | 4                        | \$155         | \$620              |
| FINAL LETTER / STAMPED SUBMITTAL                                              | 1                        | \$225         | \$225              |
| <i>Preliminary Subtotal of Laboratory Testing &amp; Engineering (approx.)</i> |                          |               | <i>\$39,222</i>    |
| <i>Preliminary Estimated Fees</i>                                             |                          |               | <i>\$230,318</i>   |
| <i>Project Administration Fee</i>                                             |                          |               | <i>\$18,425</i>    |
| <i>Total Preliminary Estimated Fees</i>                                       |                          |               | <i>\$248,743</i>   |

\* Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.  
An 8% project administration fee will be charged monthly per invoice.  
No contingency is budgeted by CTS for uncontrollable inflation, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.  
Estimate based on plans by Cuddihy dated 9/20/20. No construction schedule was available at the time this estimate was prepared. See attached fee schedule for basis of charges.  
The liability of Construction Testing Services (CTS) is limited to CTS's contract value.  
Estimate includes portal to portal travel time for nuclear gauge transport from laboratory per requirements of the CA Radiological Health Branch.

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2020 FEE SCHEDULE - P18955 12/01/2020  
PERSONNEL FEES AND BASIS OF CHARGES  
INSPECTIONS, ENGINEERING & SPECIAL SERVICES

|                                                                                                  | Standard<br>Rate/Hour | Discounted<br>Rate/Hour |
|--------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| <b>* FIELD INSPECTION AND LABORATORY SERVICE</b>                                                 |                       |                         |
| Steel                                                                                            | \$218.00              | \$82.00                 |
| Nondestructive - UT, MT, PT                                                                      | \$223.00              | \$82.00                 |
| Steel Visual/UT Combination                                                                      | \$223.00              | \$82.00                 |
| Concrete ACI                                                                                     | \$248.00              | \$82.00                 |
| Concrete ICC                                                                                     | \$248.00              | \$82.00                 |
| Masonry                                                                                          | \$248.00              | \$82.00                 |
| Fireproofing                                                                                     | \$218.00              |                         |
| Shear Wall Nailing/Framing/Hold Downs                                                            | \$218.00              |                         |
| Soil Technician w/Nuclear Gauge and/or Sand Cone (portal-to-portal)                              | \$248.00              | \$89.00                 |
| Asphalt Technician (portal-to-portal)                                                            | \$248.00              | \$89.00                 |
| Shoring/Soldier Piers                                                                            | \$218.00              |                         |
| Roofing & Waterproofing                                                                          | \$218.00              |                         |
| Multi-Disciplined Inspector                                                                      | \$218.00              |                         |
| Inspector Requiring G1 Pay Grade                                                                 | \$253.00              |                         |
| Specialty Inspector or Where Formal Certification is Required                                    | \$218.00              |                         |
| Field Inspector with Special Enhancement                                                         | \$218.00              |                         |
| Safety Manager/Safety Inspector/JobSite Safety Accountability Supervisor (JSAS)                  | \$500.00              |                         |
| Laboratory Technician                                                                            | \$218.00              |                         |
| Technician Typist                                                                                | \$218.00              |                         |
| <b>**PROFESSIONAL ENGINEERING SERVICES</b>                                                       |                       |                         |
| Principal Engineer (Civil/Structural)                                                            | \$353.00              |                         |
| Geotechnical Engineer                                                                            | \$303.00              |                         |
| Professional Geologist                                                                           | \$290.00              |                         |
| Consulting Engineer (Civil/Structural)                                                           | \$273.00              |                         |
| Associate Engineer, Licensed                                                                     | \$248.00              | \$155.00                |
| Project Manager                                                                                  | \$248.00              | \$125.00                |
| Staff Engineer                                                                                   | \$248.00              | \$125.00                |
| Field Supervision                                                                                | \$493.00              | \$110.00                |
| ASNT Level III                                                                                   | \$258.00              |                         |
| Drafting                                                                                         | \$153.00              |                         |
| Quality Control Manager                                                                          | QOR                   |                         |
| <b>SPECIAL SERVICES</b>                                                                          |                       |                         |
| Portable and Mobile Laboratories, NDT and Soils                                                  | QOR                   |                         |
| * Epoxy Bol/Expansion Anchor - Installation Observation                                          | \$218.00              |                         |
| * Epoxy Bol/Expansion Anchor Proof Load Testing (portal-to-portal)                               | \$218.00              |                         |
| * Coring, 1 Person (including equipment) (portal-to-portal)                                      | \$278.00              |                         |
| * Coring, 2 Persons (including equipment) (portal-to-portal)                                     | \$443.00              |                         |
| * Asphalt Coring (portal-to-portal)                                                              | \$303.00              |                         |
| Project Research                                                                                 | QOR                   |                         |
| Ultrasonic Testing for Non-Metallic Materials                                                    | QOR                   |                         |
| Pavement Rehabilitation Analysis Using Deflections                                               | QOR                   |                         |
| Roof Moisture Survey                                                                             | QOR                   |                         |
| Soil Drilling Equipment                                                                          | QOR                   |                         |
| Geotechnical Site Investigations/Foundation Reports                                              | QOR                   |                         |
| Pachometer, Schmidt Hammer, Windsor Probe, Skidmore - Equipment Fee \$115/Day (portal-to-portal) | \$288.00              |                         |
| Floor Flatness Testing FF/FL - Equipment Fee \$115/Day (portal-to-portal)                        | \$288.00              |                         |
| Measuring Moisture Vapor Emission Rate (Calcium Chloride) - \$55/Kit (portal-to-portal)          | \$288.00              |                         |
| Relative Humidity Testing - \$75/Kit (portal-to-portal)                                          | \$288.00              |                         |
| Ferroscan - Equipment Fee \$115/day (portal-to-portal)                                           | \$288.00              |                         |
| GPR - Equipment Fee \$115/day (portal-to-portal)                                                 | \$343.00              |                         |
| Administration, Secretarial, Special Projects, Notary, Certified Payroll                         | \$483.00              | \$125.00                |
| Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - \$500)                      | \$345.00              | \$150.00                |
| Welding Procedure Review (less than 48 hours notice - \$500)                                     | \$345.00              | \$150.00                |
| Welder Qualification Test Record (WQTR)                                                          | \$250.00              |                         |
| DSA Interim Reports                                                                              | \$178.00              |                         |
| Geotechnical Pad Letter (less than 48 hours notice - \$550)                                      | \$345.00              |                         |
| Final Letter (less than 48 hours notice - \$550)                                                 | \$345.00              | \$225.00                |
| <b>EXPERT WITNESS TESTIMONY</b>                                                                  |                       |                         |
| Court appearance, per day                                                                        | \$2,420.00            |                         |
| Court appearance, per half day                                                                   | \$1,210.00            |                         |

\* Field inspection and laboratory technician services will be billed in accordance with minimums shown on Basis of Charges.

\*\*Professional engineering services will be billed in two hour increments.

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### BASIS OF CHARGES

#### GENERAL

Fees for tests and inspection include cost of technician, normal equipment and regular reports. Engineering services will be charged at applicable rates and will require travel and mileage charges for equipment transport and storage per code (portal to portal) from the nearest CTS laboratory. Soils testing with nuclear gauge and/or sand cone equipment and inspections requiring equipment will require applicable travel and mileage charges for equipment transport and storage per code (portal-to-portal) from the nearest CTS laboratory. Fees for special projects, services overseas, or elsewhere in the United States, will be quoted on request. With prior notification to Client; charges are subject to change at any time. Construction Testing Services reserves the right to adjust the rates quoted in this contract based upon any Union or prevailing wage increases and/or changes in any industry requirements.

#### MINIMUM HOURLY CHARGES – INSPECTION

Technician personnel and the following minimum charges are contractual commitment:

|                                                         |         |
|---------------------------------------------------------|---------|
| One-half day or less                                    | 4 Hours |
| Over one-half day                                       | 8 Hours |
| Show-up time (less than 2 hours notice = 4 hour charge) | 2 Hours |

#### WORKING HOURS AND PREMIUM TIME

Regular workday is the first 8 hours between 6:00 am and 6:00 pm Monday through Friday. Premium time is as follows:

|                                                                                           |                                               |
|-------------------------------------------------------------------------------------------|-----------------------------------------------|
| Overtime, Weekdays and Saturdays (first 8 hours)                                          | 1.5 x quoted hourly rate                      |
| Overtime Saturdays (over 8 hours) and Sundays (first 8 hours)                             | 2 x quoted hourly rate                        |
| Overtime Sundays (over 8 hours) and Holidays                                              | 3 x quoted hourly rate                        |
| Shift differential, swing and graveyard -<br>(Work performed between 2:00 pm and 4:00 am) | 12.5%/hour additional to base or quoted rate. |

#### MISCELLANEOUS CHARGES - Only Where Applicable

|                                                               |                        |                       |
|---------------------------------------------------------------|------------------------|-----------------------|
| Notary Services Fee                                           | \$40.00/each           |                       |
| Facsimile Charges. Plus \$1.00/page (n/c for cover page)      | \$7.00/minimum         |                       |
| Wireless Router/Data Card for Jobsite Internet                | \$135.00/day           |                       |
| IPad Monthly Rental Fee                                       | \$100.00/month         |                       |
| Electronic Reporting Fees/Subscriptions (PlanGrid, BIM, etc.) | At Cost                |                       |
| Parking Fees                                                  | At Cost                |                       |
| Air Travel                                                    | Cost Plus 10%          |                       |
| Outside Services                                              | Cost Plus 20%          |                       |
| Subsistence (per union contract)                              | \$130.00/day           |                       |
| Mileage                                                       | Standard Federal Rate  |                       |
| Sample Pickup                                                 | \$26.00/each           | \$7.00/each           |
| Weekend Sample Pickup                                         | \$105.00/each          |                       |
| Project Administration                                        | 42% of Monthly Invoice | 8% of Monthly Invoice |
| Samples Made by Others: Concrete Cylinders                    | \$130 + Test           |                       |
| Samples Made by Others: All Other Tests                       | \$55.00 + Test         |                       |
| Laboratory Sample Witness Fee                                 | \$130.00               |                       |
| Laboratory Sample Storage Fee (per sample)                    | \$120.00               |                       |
| EZ Cure Boxes (Thermosatically Controlled Curing Boxes)       | QOR                    |                       |
| Returned Check Fee                                            | \$150.00               |                       |

#### TESTS

Testing fees shown include normal time for performing test. Samples requiring special preparation will be charged at the laboratory technician rate. Fees for tests not listed will be quoted upon request. There will be a minimum charge of \$100.00 for any engineering report. Please note some tests may be tested by subconsultants. Samples delivered to the laboratory after 3:00pm or samples needing results within 24 hours will incur a 50% mark-up.

#### INSURANCE

The liability of Construction Testing Services (CTS) is limited to CTS's contract value.

#### PAYMENT

Invoices will be submitted monthly or bimonthly for services performed during the preceding month and are payable on receipt. Interest of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principle unpaid amount. Attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by client. Visa, MasterCard and American Express payments are accepted however fees will apply. Visa and MasterCard payments require an additional 3% on top of the amount of the invoice being paid. American Express payments require an additional 4% on top of the amount of the invoice being paid.





CONCRETE AND MASONRY TESTS

|                                                                                                                                |                             | Standard<br>Rate/Each | Discounted<br>Rate/Each |
|--------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-----------------------|-------------------------|
| <b>CONCRETE</b>                                                                                                                |                             |                       |                         |
| Compressive Strength of Cylindrical Concrete Specimens (6x12)                                                                  | ASTM C39                    | \$84.00               |                         |
| Compressive Strength of Cylindrical Concrete Specimens (4x8)                                                                   | ASTM C39                    | <del>\$84.00</del>    | \$23.00                 |
| Compressive Strength of Cylindrical Concrete Specimens (Over 8000 PSI)                                                         | ASTM C39                    | \$143.00              |                         |
| Cylinder molds, 6" x 12" and 4" x 8"                                                                                           | ASTM C470                   | \$72.00               |                         |
| Compressive Strength of Lightweight Insulating Concrete                                                                        | ASTM C495                   | \$94.00               |                         |
| Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (Cores)                                                        | ASTM C42                    | \$121.00              |                         |
| Flexural Toughness of Fiber Reinforced Concrete (Round Panel)                                                                  | ASTM C1550                  | \$440.00              |                         |
| Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)                                                     | ASTM C78                    | \$308.00              |                         |
| Flex Beams per Caltrans Test Methods                                                                                           | CT523 and CT524             | \$308.00              |                         |
| Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage, 1 Sample)                                           | ASTM C157                   | \$150.00              |                         |
| Shotcrete Nozzleman Qualification Letter (Per Nozzleman, Per Position)                                                         | ACI 506, ASTM C42 and C1140 | \$440.00              |                         |
| Shotcrete Pre-Qualification Cores (Compression and Visual)                                                                     | ACI 506, ASTM C42 and C1140 | \$110.00              |                         |
| Shotcrete Production Cores                                                                                                     | ASTM C1140                  | \$110.00              |                         |
| Coefficient of Thermal Expansion                                                                                               | AASHTO T336                 | \$535.00              |                         |
| Determining Density of Structural Lightweight Concrete (Cylinders)                                                             | ASTM C567                   | \$405.00              |                         |
| Standard Specification for Concrete Made by Volumetric Batching and Mixing                                                     | ASTM C685                   | \$965.00              |                         |
| Cement Quality Sampling                                                                                                        | CBC 2010                    | \$667.00              |                         |
| Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete                                                                | ASTM C472                   | \$55.00               |                         |
| Splitting Tensile Strength of Cylindrical Concrete Specimens                                                                   | ASTM C496                   | \$253.00              |                         |
| Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression                                                    | ASTM C469                   | \$215.00              |                         |
| Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room                                                 | CBC                         | \$150.00              |                         |
| Density of Hydraulic Cement                                                                                                    | ASTM C188                   | \$195.00              |                         |
| Testing of Controlled Low Strength Material (CLSM) Test Cylinders                                                              | ASTM D4832                  | \$450.00              | \$73.00                 |
| GFRC Pull Test                                                                                                                 | PCI                         | \$374.00              |                         |
| GFRC Flexural Test                                                                                                             | PCI                         | \$374.00              |                         |
| Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)                                        | ASTM C796                   | \$525.00              |                         |
| <b>MASONRY</b>                                                                                                                 |                             |                       |                         |
| Compressive Testing of Grout (Masonry)                                                                                         | ASTM C1019                  | \$121.00              |                         |
| Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens                                                       | ASTM C109                   | <del>\$121.00</del>   | \$40.00                 |
| Compressive Strength of Masonry Prisms                                                                                         | ASTM C1314                  | <del>\$487.00</del>   | \$100.00                |
| Testing Concrete Masonry Units and Related Units (Core Compression)                                                            | CBC 2105A.4                 | \$187.00              |                         |
| Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)                                                  | ASTM C780 A7.6              | \$121.00              |                         |
| Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)                                                             | ASTM C140                   | \$184.00              |                         |
| Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)                                                                   | ASTM C426                   | \$270.00              |                         |
| Masonry Core Shear Testing                                                                                                     | CBC 2105A.4                 | \$270.00              |                         |
| Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)                                                     | ASTM C140                   | \$340.00              |                         |
| Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence)*                    | ASTM C67                    | \$1,000.00            |                         |
| Mortar Molds, 2" x 4". Single Use                                                                                              |                             | \$121.00              |                         |
| Mortar or Grout, Stored and Cured, Not Tested (Including Mold)                                                                 |                             | \$121.00              |                         |
| <b>AGGREGATES (SOILS AND CONCRETE)</b>                                                                                         |                             |                       |                         |
| Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)                                                         | CT202/ASTM C136             | \$220.00              | \$90.00                 |
| Sieve Analysis of Fine and Coarse Aggregates (Fine Only)                                                                       | CT202/ASTM C136             | \$295.00              |                         |
| Sieve Analysis of Fine and Coarse Aggregates (Wash Included)                                                                   | CT202/ASTM C117             | \$370.00              |                         |
| Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)                                                                   | ASTM C117/D1140             | \$220.00              |                         |
| Standard Test Methods for Particle-Size Distribution (Gradation) of Soils Using Sieve Analysis                                 | ASTM D6913                  | \$350.00              |                         |
| Evaluating Cleanliness of Coarse Aggregate                                                                                     | CT227                       | \$370.00              |                         |
| Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate                                                          | ASTM C88/CT214              | \$275.00              |                         |
| Unit Weight of Aggregate                                                                                                       | CT212                       | \$158.00              |                         |
| Clay Lumps and Friable Particles in Aggregates                                                                                 | ASTM C142                   | \$215.00              |                         |
| Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate                                        | ASTM D4791/CT235            | \$370.00              |                         |
| Organic Impurities in Fine Aggregates for Concrete                                                                             | CT213/ASTM C40              | \$336.00              |                         |
| Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate                                               | ASTM C127/CT206             | \$336.00              |                         |
| Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate                                                 | ASTM C128/CT207             | \$336.00              |                         |
| Standard Test Methods for Specific Gravity of Soil Solids by Water Pycnometer                                                  | ASTM D854                   | \$336.00              |                         |
| Resistance to Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine                     | ASTM C131(535) and C211     | \$535.00              |                         |
| Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate | ASTM D5821/CT205            | \$405.00              |                         |
| Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)                     | ASTM C1252/AASHTO T304A     | \$405.00              |                         |
| Sand Equivalent Value of Soils and Fine Aggregate                                                                              | ASTM D2419/CT217            | \$270.00              | \$100.00                |
| Durability Index (Fine)                                                                                                        | ASTM D3744/CT229            | \$405.00              |                         |
| Durability Index (Coarse)                                                                                                      | ASTM D3744/CT229            | \$405.00              |                         |
| Durability Index (Fine and Coarse)                                                                                             | ASTM D 3744/CT229           | \$405.00              |                         |
| Lightweight Particles in Aggregate                                                                                             | ASTM C123/AASHTO T113       | QOR                   |                         |
| Resistance of Rock to Wetting and Drying                                                                                       | CRD-C169                    | \$590.00              |                         |

\*Unusual sample preparation for brick specimen will be charged at the established hourly rate.

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**SOILS, AGGREGATE, ASPHALTIC CONCRETE SERVICES & TESTS**

| <b>SOILS</b>                                                                                                          |                            | <b>Standard<br/>Rate/Each</b> | <b>Discounted<br/>Rate/Each</b> |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|---------------------------------|
| Direct Shear Test of Soils Under Consolidated Drained Conditions                                                      | ASTM D3080                 | \$535.00                      |                                 |
| Consolidated Undrained Triaxial Compression Test for Cohesive Soils (per point)                                       | ASTM D4767                 | \$1,000.00                    |                                 |
| Consolidated Undrained Triaxial Compression Test for Cohesive Soils (added points)                                    | ASTM D4767                 | \$200.00                      |                                 |
| Consolidated Undrained Triaxial Compression Test for Cohesive Soils (single point)                                    | ASTM D4767                 | \$325.00                      |                                 |
| One-Dimensional Consolidation Properties of Soils Using Incremental Loading                                           | ASTM D2435                 | \$300.00                      |                                 |
| Caltrans Corrosivity Package                                                                                          |                            | \$505.00                      |                                 |
| Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water                                   | CT643                      | QOR                           |                                 |
| Soils and Waters for Sulfate Content                                                                                  | CT417                      | QOR                           |                                 |
| Soils and Waters for Chloride Content                                                                                 | CT422                      | QOR                           |                                 |
| Particle-Size Analysis of Soils (with Hydrometer)                                                                     | ASTM D422                  | \$590.00                      |                                 |
| Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer                         | ASTM D4542                 | \$625.00                      |                                 |
| Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)                                         | ASTM D422                  | \$535.00                      |                                 |
| Liquid Limit, Plastic Limit, and Plasticity Index of Soils                                                            | ASTM D4318/CT204           | \$535.00                      | \$308.00                        |
| Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort                                          | ASTM D1557/D698            | \$502.00                      | \$180.00                        |
| Hydrometer Only                                                                                                       | ASTM D422                  | \$535.00                      |                                 |
| pH of Soils                                                                                                           | ASTM D4972                 | \$467.00                      |                                 |
| Relative Compaction of Untreated and Treated Soils and Aggregates                                                     | CT216                      | \$590.00                      |                                 |
| Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer | ASTM D2844/CT301           | \$590.00                      |                                 |
| Laboratory Determination of Water (*moisture) Content of Soil and Rock by Mass                                        | ASTM D2216/CT226           | \$150.00                      |                                 |
| Density of Soil In Place by the Drive-Cylinder Method                                                                 | D2937                      | \$116.00                      |                                 |
| Expansion Index of Soils                                                                                              | ASTM D4829                 | \$99.00                       |                                 |
| Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)                 | ASTM D5084/CT220           | \$550.00                      |                                 |
| Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)                                                  | ASTM D698/D1557            | \$337.00                      |                                 |
| Maximum Index Density and Unit Weight of Soils Using a Vibratory Table                                                | ASTM D4253                 | \$285.00                      |                                 |
| Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density                                    | ASTM D4254                 | \$285.00                      |                                 |
| Density of Hydraulic Cement                                                                                           | ASTM C188                  | \$253.00                      |                                 |
| Volatile Organic Content                                                                                              | EPA 8260B                  | QOR                           |                                 |
| Semi Volatile Organics by GC/MS (Basic Target List)                                                                   | EPA 8270C                  | QOR                           |                                 |
| Total Organic Carbon                                                                                                  | ASTM 2874/EPA 5310Bm       | QOR                           |                                 |
| ICP Metals Concentration                                                                                              | EPA 6020 - CAM/CCR 17      | QOR                           |                                 |
| Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene, Toluene, Ethylbenzene, Zylenes, %SS                     | EPA 8015B                  | QOR                           |                                 |
| ICP Metals Concentration                                                                                              | EPA 6020                   | QOR                           |                                 |
| pH                                                                                                                    | EPA 9045D                  | \$535.00                      |                                 |
| Sequential Batch Extraction of Waste with Acidic Extraction Fluid                                                     | ASTM D5284                 | QOR                           |                                 |
| Chromium Soluble                                                                                                      | EPA 7196A                  | QOR                           |                                 |
| Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)                                    | ASTM D2974                 | \$270.00                      |                                 |
| Universal Soil Classification System (USCS) Test                                                                      | ASTM D2487                 | \$300.00                      |                                 |
| California Bearing Ratio Test                                                                                         | ASTM D1883                 | \$370.00                      |                                 |
| Unconfined Compressive Strength of Cohesive Soil                                                                      | ASTM D2166/CT221           | \$187.00                      |                                 |
| <b>ASPHALT</b>                                                                                                        |                            |                               |                                 |
| Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)                                          | ASTM D2172/CT310           | \$732.00                      |                                 |
| Determining Low Temperature Performance Grade (PG) of Asphalt Binders                                                 | ASTM 6816                  | QOR                           |                                 |
| Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)                                             | ASTM D3549/CT308           | \$270.00                      |                                 |
| Method of Prep of Bituminous Mixture Test Specimens                                                                   | ASTM D6928/CT304           | \$270.00                      |                                 |
| Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)                                             | ASTM D1188 and D2728/CT308 | \$990.00                      |                                 |
| Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)                                                          | ASTM D6931/CT371           | \$3,146.00                    |                                 |
| Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate                                                     | ASTM D5444/CT202           | \$405.00                      |                                 |
| Marshall Stability and Flow of Bituminous Mixtures                                                                    | ASTM D6927                 | \$990.00                      |                                 |
| Theoretical Maximum Specific Gravity and Density (Rice)                                                               | ASTM D2041/CT309           | \$405.00                      | \$150.00                        |
| Measuring the Permeability of Bituminous Pavements and Seal Coats                                                     | CT341                      | QOR                           |                                 |
| Swell of Bituminous Mixtures                                                                                          | CT305                      | \$370.00                      |                                 |
| Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates In Asphalt                      | ASTM D1461/CT307           | \$930.00                      |                                 |
| Stabilometer Value (1 sample)                                                                                         | CT366                      | \$370.00                      |                                 |
| Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method                                 | CT382/ASTM D6307           | \$405.00                      |                                 |
| Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method                               | CT382/ASTM D6307           | \$405.00                      |                                 |
| Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven                               | CT370                      | \$405.00                      |                                 |
| Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)                                   | ASTM D1075                 | \$3,330.00                    |                                 |
| Compressive Strength of Bituminous Mixtures                                                                           | ASTM D1074                 | \$270.00                      |                                 |
| Hamburg Wheel Track                                                                                                   | AASHTO T324                | \$3,630.00                    |                                 |
| Moisture Susceptibility                                                                                               | AASHTO T283                | \$3,630.00                    |                                 |

\* Unusual sample preparation (dried clays, saturated clays, etc.) and all other tests for treated or untreated soils, aggregate subbase and aggregate base will be charged at established rates for laboratory technician.

\*\* Does not include sample preparation or sieve analysis



| <b>MATERIALS MECHANICAL TESTS</b>                                                                                                                      |                            | <b>Standard<br/>Rate/Each</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------|
| Mechanical Testing of Steel Products (General Tensile)                                                                                                 | ASTM A370                  | \$470.00                      |
| Fillet Weld Break Test for Qualification (Welding)                                                                                                     | AWS B4.0                   | \$205.00                      |
| Tension Testing of Metallic Materials, Tension Testing Wrought and Cast Aluminum and Magnesium-Alloy Products, (Welding Coupon Tensile)                | ASTM E8, B557 and AWS B4.0 | \$470.00                      |
| Mechanical Testing of Steel Products (Couplers)                                                                                                        | ASTM A370                  | \$460.00                      |
| Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials                                              | ASTM E2248 and ASTM E23    | QOR                           |
| Testing, Practices, and Terminology for Chemical Analysis of Steel Products                                                                            | ASTM A751                  | \$336.00                      |
| Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8                                                                   | ASTM A370 and E290         | \$370.00                      |
| Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11                                                                  | ASTM A370 and E290         | \$440.00                      |
| Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+                                                                    | ASTM A370 and E290         | QOR                           |
| Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement                                         | ASTM A370, A82 and A185    | \$440.00                      |
| Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds                                                                                   | ASTM E190 and AWS B4.0     | \$270.00                      |
| Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)                           | ASTM F307, F1554 and F606  | \$528.00                      |
| Rockwell Hardness of Metallic Materials                                                                                                                | ASTM E18                   | \$150.00                      |
| Proof Test for Carbon and Alloy Steel (Nuts Only)                                                                                                      | ASTM A194 or A503          | \$337.00                      |
| Radiographic Examination of Metallic Castings/Weldments                                                                                                | ASTM E94, E1030 and E1032  | QOR                           |
| Macroetching Metals and Alloys                                                                                                                         | ASTM E340, E381 and AWS    | \$337.00                      |
| Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies) | ASTM F606                  | \$370.00                      |
| Mechanical Testing of Steel Products (Terminators Tensile)                                                                                             | ASTM A370                  | \$370.00                      |
| Strength for Sewn or Bonded Seams of Geotextiles                                                                                                       | ASTM D4884                 | \$336.00                      |
| Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure                                                                                       | ASTM D2261                 | \$336.00                      |
| Breaking Strength and Elongation of Textile Fabrics (Grab Test)                                                                                        | ASTM D5034                 | \$270.00                      |
| Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars                                                                                   | ASTM D3039                 | \$990.00                      |
| Steel Strand, Uncoated Seven-Wire for Prestressed Concrete                                                                                             | ASTM A416 and A1061        | \$1,463.00                    |
| <b>FIREPROOFING</b>                                                                                                                                    |                            |                               |
| Thickness and Density of Sprayed Fire-Resistive Material (SFRM)                                                                                        | ASTM E605                  | \$270.00                      |
| Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kil Only)                                                                                  | ASTM E736                  | \$77.00                       |

**CONTACT INFORMATION**

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## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 26, 2021

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

**SUBMITTED BY:** Shaun Connelly, Distribution Superintendent *SC*

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

**SUBJECT:** Update to the Emergency Declaration for Mitigation and Repairs to the Water Tank Hillside Erosion at the Water Treatment Plant

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive this update to the declaration of emergency for mitigation and repairs to the water tank hillside erosion at the Water Treatment Plant.

### **FISCAL IMPACT**

None.

### **DISCUSSION**

On December 8, 2020, the City Council adopted Resolution No. 2020/181 approving a declaration of emergency for mitigation and repairs to the hillside erosion at the City's Water Treatment Plant (WTP). The emergency project was necessitated by a contractor who damaged the City's one-half million-gallon water tank. As required by Antioch Municipal Code Section 3-4.28.B.2, updates will be provided to the City Council until the repairs are complete.

Staff received the executed agreement from the contractor, Pearson Exploration. The contractor's construction bond has been secured but not yet received by the City. The holidays and the pandemic have caused added delays while the contractor seeks to obtain the appropriate security. As an interim measure, City staff have installed three-foot-tall commercial grade erosion control fencing and will continue to monitor the situation on a regular basis until repairs have been completed.

Staff will invoice the repair costs to the responsible party once the repairs are complete.

### **ATTACHMENTS**

None

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

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

**SUBMITTED BY:** Vicky Lau, Junior Engineer VL

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

**SUBJECT:** Resolution Accepting Completed Improvements and the Release of Bonds for Wildflower Station, Tract No. 9427, P.W. 460-4

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution accepting the completed improvements, authorizing the City Manager or designee to file a Notice of Completion for the Project and the release of bonds for Wildflower Station, Tract No. 9427, P.W. 460-4.

**FISCAL IMPACT**

Upon satisfactory completion of the one-year warranty period, the City accepts responsibility for maintenance of the improvements. Upon recordation of a notice of completion and the start of the warranty period, the City accepts responsibility for maintenance of landscape improvements.

**DISCUSSION**

On February 13, 2018, City Council adopted Resolution No. 2018/20, approving the vesting tentative map for the mixed-use subdivision Wildflower Station, containing 22 single-family homes and 98 condominium units.

On January 8, 2019, City Council adopted Resolution 2019/05, annexing the subdivision into Street Light and Maintenance District 1 Zone 1, allocating funding for maintenance costs. Resolution 2019/05 also entered into a Subdivision Improvement Agreement with the subdivision ensuring the construction of improvements.

City of Antioch Public Works Inspectors have inspected and approved the completion of the final punch-list items for improvements. The warranty period for improvements shall begin upon the date of recordation of a notice of completion. The City of Antioch shall assume responsibility for maintenance upon expiration of the one-year warranty period; except for landscape improvements, which the City shall assume maintenance responsibilities immediately upon recordation of a Notice of Completion (Attachment 'B') with Contra Costa County and the start of the warranty period.



**ATTACHMENTS**

- A. Resolution
- B. Notice of Completion
- C. Vicinity Map

**ATTACHMENT "A"**

**RESOLUTION NO. 2021/\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ACCEPTING COMPLETED IMPROVEMENTS AND THE RELEASE OF  
BONDS FOR WILDFLOWER STATION, TRACT NO. 9427, P.W. 460-4**

**WHEREAS**, on February 13, 2018 the City Council adopted Resolution 2018/20 approving the vesting tentative map for the Wildflower Station subdivision 9427, P.W. 460-4;

**WHEREAS**, on September 20, 2016, the City Council adopted Resolution 2019/05 entering into a Subdivision Improvement Agreement with Wildflower Station subdivision and annexing the subdivision into Street Light and Maintenance District 1 Zone 1;

**WHEREAS**, the City received a request from the Developer to accept the completed improvements;

**WHEREAS**, the City has accepted and acquired all necessary Rights-of-Way required for the maintenance of improvements;

**WHEREAS**, improvements consisting of paving, curb, gutter, storm drain facilities, sanitary sewer, water mains, traffic signal modification, and landscaping have been constructed and dedicated for public use; and

**WHEREAS**, the completed improvements have been constructed and inspected in accordance with the Standards Specifications and Subdivision Regulations of the City of Antioch, to the satisfaction of the City Engineer.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager or designee to accept improvements, file a Notice of Completion for the Project, and approve the release of bonds for Wildflower Station subdivision 9427, P.W. 460-4;

**BE IT FURTHER RESOLVED** that the accepted improvements shall be maintained by the City of Antioch in accordance with standard City maintenance policies upon satisfactory completion of the one-year warranty period; and

**BE IT FURTHER RESOLVED** that the accepted landscape improvements shall be maintained by the City of Antioch upon the start date of the warranty period.

\* \* \* \* \*

**RESOLUTION NO. 2021/\*\***

January 26, 2021

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 26<sup>th</sup> day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**ATTACHMENT "B"**

**RECORDED AT THE REQUEST  
OF:**  
CITY OF ANTIOCH, CA

**WHEN RECORDED MAIL TO:**  
CITY OF ANTIOCH  
DEVELOPMENT ENGINEERING  
DIVISION  
P.O. BOX 5007  
ANTIOCH, CA 94531

**THIS SPACE FOR RECORDER'S USE**

**NOTICE OF COMPLETION FOR  
WILDFLOWER STATION, TRACT NO. 9427, (P.W. 460-4)  
IN THE CITY OF ANTIOCH**

**NOTICE IS HEREBY GIVEN:**

1. That the interest or estate stated in paragraph 3 herein the real property herein described is owned by: City of Antioch, 200 H Street, Antioch, California 94509.
2. That the full name and address of the Owner of said interest or estate, if there is only one Owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the stated owner, or if more than one owner, then of the stated owner and co-owners is: In fee.
4. That on January 26, 2021 the work and improvements hereinafter described was completed.
5. The project is located at the northeast corner of the intersection of Wildflower Drive and Hillcrest Avenue, Antioch, California.
6. The surety for said project was Developers Surety and Indemnity Company.
7. This project consisted of all public improvements including paving, curb, gutter, storm drain facilities, sewer mains, water mains, traffic signal modification, and landscaping which have been installed and completed in the subdivision by the developer to the satisfaction of the City Engineer.

**THE UNDERSIGNED STATES UNDER PENALTY OF  
PERJURY THAT THE ABOVE IS TRUE AND CORRECT**

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Samuelson, P.E.  
Public Works Director/City Engineer

## ATTACHMENT "C"

### VICINITY MAP





CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

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

**PREPARED BY:** Wilma Van Hook, Administrative Analyst III

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

**SUBJECT:** Resolution Authorizing the City Manager to Enter into a Contract with Tyler Technologies, Inc. to Provide a new Permitting Software System Upgrade to replace CRW

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to enter into contract with Tyler Technologies, Inc. to provide a new Permitting Software System Upgrade to replace CRW. The contract will be for the initial term of four years beginning on January 27, 2021 and terminating on June 30, 2025 for an amount not to exceed \$800,000.

**FISCAL IMPACT**

The Building Inspection Services Division collects a Technology Fee with each building permit issued. This fee was established to support the technology related to issuance of permits, plan review and public access. Approximately \$227,803 has been collected since inception of the fee. \$77,580.00 was allocated for this upgrade in FY 2015 and 2018. The current account balance is \$251,343.45.

This action will now require that the full allocation of the Technology Fee be reserved for payment of this contract. The attached resolution includes action to allocate the full collection of this fee to this contract.

**DISCUSSION**

Upgrade to the existing CRW Permitting Software system has been anticipated since approval of the budget in FY 2014-15. Superior, LLC was contracted in December 2017 to provide the needed upgrade services. This contract was terminated in February 2019 due to Superior, LLC's inability to honor the terms of the contract. Further, the current software is no longer supported. Staffing changes and COVID-19 further delayed Community Development's ability to contract a new permitting software company until now. Additionally, the advent of COVID-19 revealed the importance of advanced Permitting Software to comply with current building permit issuance, plan review

processes and public access needs, allowing for a stronger online permitting process that will greatly minimize the need for in-person services in the Building Inspection Services Division.

It should be noted that Planning and Code Enforcement Divisions will also utilize this software, as well as the Engineering Division of Public Works in their preparation of encroachment and transportation permits and plan review.

The ongoing expenses of the software will be determined as the installation proceeds and will be covered largely by the existing technology fee and other building permit revenues.

Staff is requesting to enter into a contact with Tyler Technologies, Inc. that will allow the Community Development Department to automate permitting, plan review, public access, Code Enforcement, and Development Service provisions to residents and businesses in a more efficient manner.

#### **ATTACHMENTS**

- A. Resolution
- B. Contract with Tyler Technologies, Inc.

**RESOLUTION NO. 2021-\*\***

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH TYLER TECHNOLOGIES, INC TO PROVIDE NEW PERMITTING  
SOFTWARE FOR A TOTAL CONTRACT AMOUNT OF \$789,178 NOT TO EXCEED  
\$800,000**

**WHEREAS**, the City Council of the City of Antioch, on November 13, 2014, approved a \$60,000 allocation of Technology funds for the purpose of upgrading the CRW Permit Tracking software system;

**WHEREAS**, the City Council of the City of Antioch approved and additional amount of \$17,580, on June 12, 2018, for the purpose of adding a GIS module to the CRW Permit Tracking software upgrade for a total contract amount of \$77,580;

**WHEREAS**, the initial upgrade to the CRW Permit Tracking software, contracted with Superion, LLC was terminated in February 2018;

**WHEREAS**, all Divisions of the Community Development Department and the Engineering Division of the Public Works Department still have need for a replacement permitting software system; and

**WHEREAS**, purchase of a new Permitting Software System with Tyler Technologies will allow the City of Antioch's Community Development Department and Development Services Division of the Public Works Department to automate permit issuance and plan review in service to the Public.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby approves and authorizes the City Manager to execute an agreement with Tyler Technologies, Inc to replace the current CRW Permit Tracking system, in an amount not to exceed **\$800,000**.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 26<sup>th</sup> day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF ANTIOCH AND  
TYLER TECHNOLOGIES, INC.**

THIS AGREEMENT (“**Agreement**”) is made and entered into this 26th day of January, 2021 (“**Effective Date**”) by and between the City of Antioch, a municipal Corporation with its principle place of business at 200 H Street, Antioch, CA 94509 (“**City**”) and Tyler Technologies, Inc. with its principle place of business at 2160 Satellite Boulevard, Suite 300, Duluth, GA 30097 (“**Consultant**”). City and Consultant individually are sometimes referred to herein as “**Party**” and collectively as “**Parties**.”

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

**1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2025, the date of completion specified in Exhibit A, and Consultant shall complete the Services described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the Services required by this Agreement shall not affect the City’s right to terminate the Agreement, under Section 8.

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

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

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

**SECTION 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed Eight Hundred Thousand Dollars (\$800,000) notwithstanding any contrary indications that may be contained in Consultant’s proposal, for Services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant’s proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for Services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for Services rendered pursuant to this Agreement. Except



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

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

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

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

## **2.2 Payment Schedule.**

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

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

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

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

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

**2.5 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit A, Expenses not listed in Exhibit A are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

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

**4.1 Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury

and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Consultant shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.

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

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

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

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

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

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

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

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

**4.5.5 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage

with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

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

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

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

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

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

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

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

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

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

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

- Terminate this Agreement.

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

**5.1** To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably acceptable to City), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

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

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

## **SECTION 6. STATUS OF CONSULTANT.**

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

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

## **SECTION 7. LEGAL REQUIREMENTS.**

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



**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the Services.

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

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

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

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

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

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

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

## **SECTION 8. TERMINATION AND MODIFICATION.**

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

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

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

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

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

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

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

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

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

**8.6.1** Immediately terminate the Agreement;

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

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

## **SECTION 9. KEEPING AND STATUS OF RECORDS.**

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

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

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

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

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

## **SECTION 10. MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

**10.9 Contract Administration.** This Agreement shall be administered by Forrest Ebbs ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:

Chuck Newberry  
2160 Satellite Boulevard, Suite 300  
Duluth, GA 30097  
Any written notice to City shall be sent to:

Community Development Department  
City of Antioch  
P. O. Box 5007  
Antioch, CA 94531-5007  
Attn: Wilma Van Hook

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

**10.11 Integration.** This Agreement, including all exhibits and other attachments, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**CITY:**

CITY OF ANTIOCH

**CONSULTANT:**

Tyler Technologies, Inc.



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

Attest:

\_\_\_\_\_  
Ellie Householder, MPP

Approved as to Form:

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

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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



## Clty of Antioch, CA

SOW from Tyler Technologies, Inc.

12/14/2020

Presented to:  
Wilma Van Hook  
P.O. Box 5007  
Antioch, CA 94531-5007

Contact:  
Chuck Newberry  
Email: [Chuck.Newberry@TylerTech.com](mailto:Chuck.Newberry@TylerTech.com)  
2160 Satellite Blvd., Suite 300, Duluth, GA 30097

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# Part 1: Executive Summary

## 1. Project Overview

### 1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

### 1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

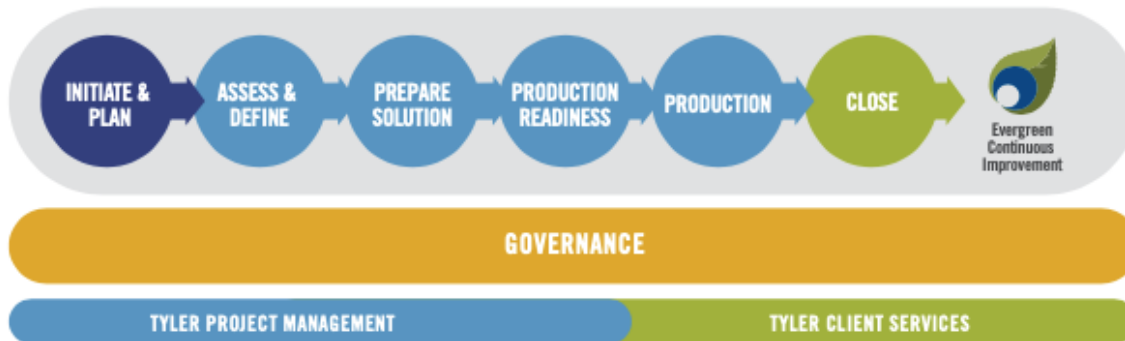
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

### 1.3 Methodology

This is accomplished by Antioch, CA and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.

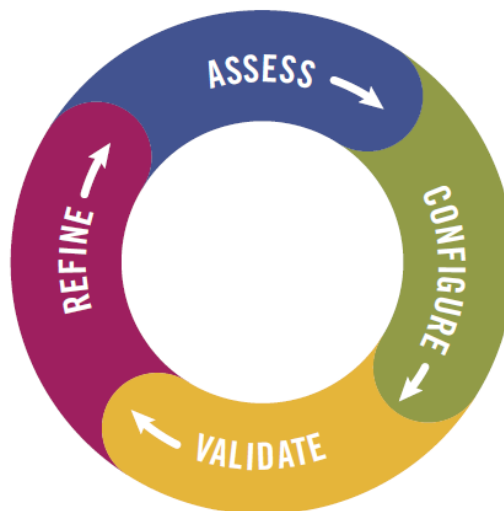
## Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Antioch, CA and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Antioch, CA and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Antioch, CA's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

## Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.

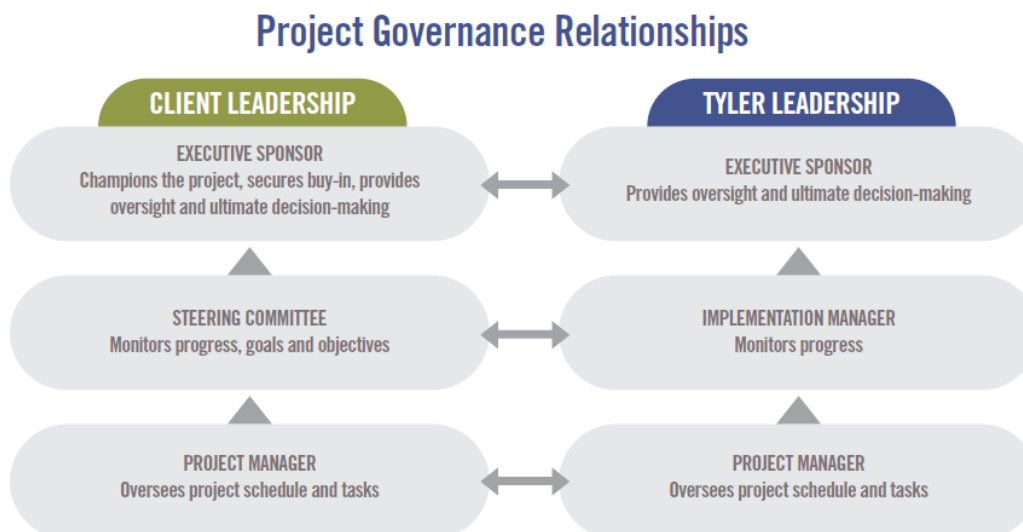
# Part 2: Project Foundation

## 2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

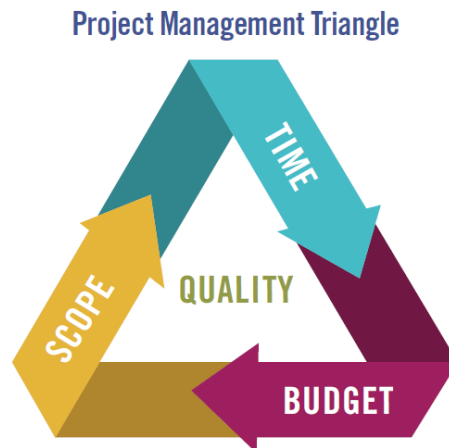
The chart below illustrates an overall team perspective where Tyler and Antioch, CA collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Antioch, CA Steering Committee become the escalation points to triage responses prior to escalation to Antioch, CA and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Antioch, CA and Tyler executive sponsors serve as the final escalation point.



## 3. Project Scope Control

### 3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

### 3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

### 3.3 Change Request Management

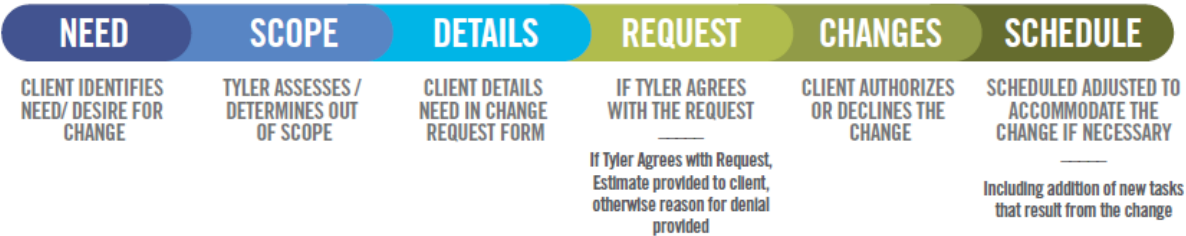
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some

changes may result in less cost to Antioch, CA; for example, Antioch, CA may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Antioch, CA, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Antioch, CA will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Antioch, CA). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

### Change Request Process





## 4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Antioch, CA office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Antioch, CA will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The Antioch, CA project manager will strive to gain deliverable and decision approvals from all authorized Antioch, CA representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Antioch, CA department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Antioch, CA shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Antioch, CA does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Antioch, CA does not agree the particular Deliverable or Control Point meets requirements, the Antioch, CA shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Antioch, CA shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Antioch, CA does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

## 5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Antioch, CA and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Antioch, CA, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

### 5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

### 5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Antioch, CA's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Antioch, CA's executive sponsor.

### 5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Antioch, CA management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

### 5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

#### 5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Antioch, CA project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

#### 5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.

- Collaborates with Antioch, CA project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

#### 5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Antioch, CA and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Antioch, CA any items that may impact the outcomes of the Project.
- Collaborates with Antioch, CA 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Antioch, CA 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Antioch, CA and Tyler, in understanding the goals, objectives, current status, and health of the Project.

#### 5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

#### 5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Antioch, CA through software validation process following configuration.
- Assists during Go-Live process and provides support until Antioch, CA transitions to Client Services.
- Facilitates training sessions and discussions with Antioch, CA and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

#### 5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

#### 5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).

- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Provides technical training.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

## 5.2 Antioch, CA Roles & Responsibilities

Antioch, CA resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

### 5.2.1 Antioch, CA Executive Sponsor

The Antioch, CA executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Antioch, CA steering committee, project manager(s), and functional leads to make critical business decisions for Antioch, CA.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

### 5.2.2 Antioch, CA Steering Committee

The Antioch, CA steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Antioch, CA project manager and Project as a whole through participation in regular internal meetings. The Antioch, CA steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Antioch, CA steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
  - Cost
  - Scope

- Schedule
- Project Goals
- Antioch, CA Policies
- Needs of other client projects

### 5.2.3 Antioch, CA Project Manager

Antioch, CA shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Antioch, CA Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Antioch, CA project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

#### 5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

#### 5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Antioch, CA project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

#### 5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Antioch, CA and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Antioch, CA staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.



#### 5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Antioch, CA resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Antioch, CA technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

#### 5.2.4 Antioch, CA Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Antioch, CA project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
  - Task completion
  - Stakeholder Meeting
  - Project Management Plan development
  - Schedule development
  - Maintenance and monitoring of risk register
  - Escalation of issues
  - Communication with Tyler project team
  - Coordination of Antioch, CA resources
  - Attendance at scheduled sessions
  - Change management activities
  - Modification specification, demonstrations, testing and approval assistance
  - Data analysis assistance
  - Decentralized end user training

- Process testing
- Solution Validation

### 5.2.5 Antioch, CA Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Antioch, CA business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Antioch, CA staff during and after implementation.
- Participate in conversion review and validation.

### 5.2.6 Antioch, CA End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

### 5.2.7 Antioch, CA Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Antioch, CA third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Antioch, CA's legacy system per the conversion schedule set forth in the project schedule.

#### 5.2.7.1 Antioch, CA GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of Antioch, CA GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

#### 5.2.7.2 Antioch, CA Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Antioch, CA's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Antioch, CA and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

#### 5.2.8 Antioch, CA Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

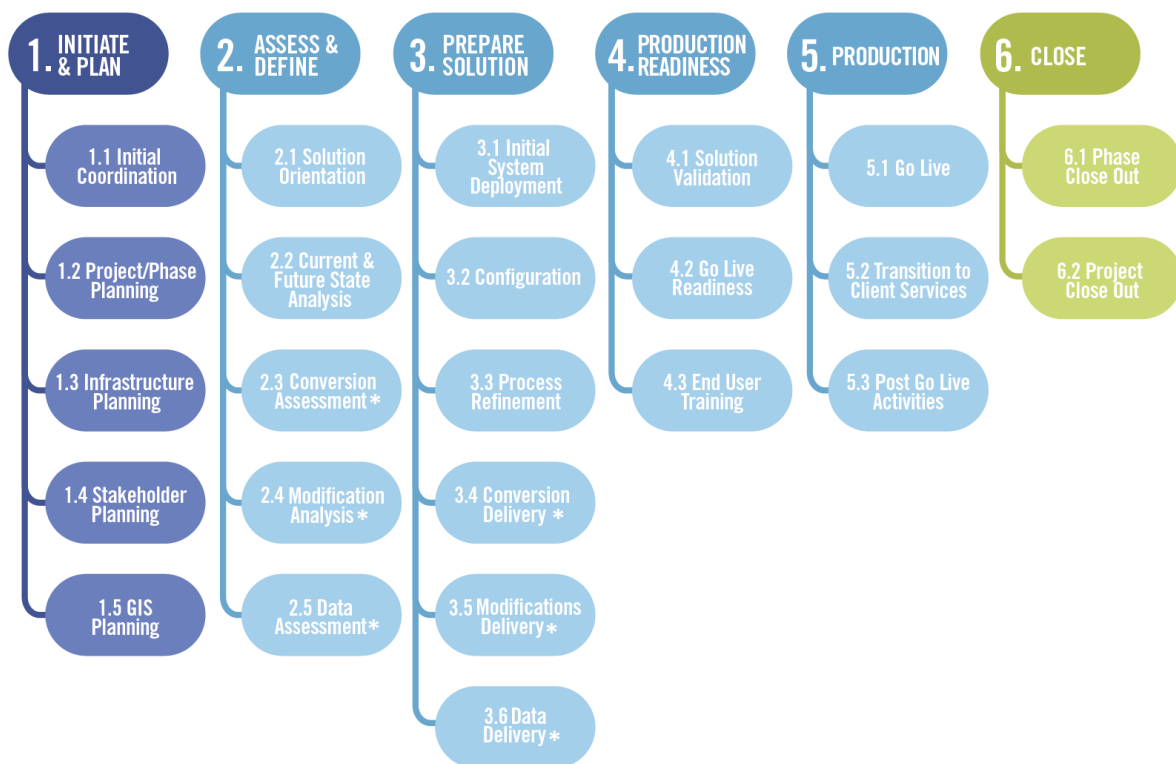
# Part 3: Project Plan

## 6. Project Stages

### Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by Antioch, CA.

## Work Breakdown Structure (WBS)



*\*Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*

## 6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

### 6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Antioch, CA with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Antioch, CA gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Antioch, CA's team. During this step, Tyler will work with Antioch, CA to establish the date(s) for the Project and Phase Planning session.

#### Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

| STAGE 1                                                                                 | Initial Coordination |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Tyler project team is assigned                                                          | A                    | R                      | C               | I                         | I            | I                     | I                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| Client project team is assigned                                                         |                      |                        |                 |                           |              |                       |                    |                 | A                 | I                  | R               | I                | I                       | I                             |                  |           |                 |
| Provide initial project documents to Antioch, CA                                        |                      | A                      | R               | C                         |              |                       | C                  |                 | I                 |                    | I               |                  |                         |                               |                  |           |                 |
| Gather preliminary information requested                                                |                      |                        | I               |                           |              |                       |                    |                 | A                 |                    | R               | C                |                         | C                             |                  | C         | C               |
| Sales to implementation knowledge transfer                                              |                      | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |



|                                                                               |  |   |   |  |  |  |  |  |  |   |  |  |  |  |  |  |
|-------------------------------------------------------------------------------|--|---|---|--|--|--|--|--|--|---|--|--|--|--|--|--|
| Create Project Portal to store project artifacts and facilitate communication |  | A | R |  |  |  |  |  |  | I |  |  |  |  |  |  |
|-------------------------------------------------------------------------------|--|---|---|--|--|--|--|--|--|---|--|--|--|--|--|--|

|        |                    |
|--------|--------------------|
| Inputs | Contract documents |
|        | Statement of Work  |

|                      |                                     |
|----------------------|-------------------------------------|
| Outputs/Deliverables | Completed initial project documents |
|                      | Project portal                      |

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

### 6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Antioch, CA to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Antioch, CA Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Antioch, CA's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Antioch, CA Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

|         |                        |        |
|---------|------------------------|--------|
| STAGE 1 | Project/Phase Planning |        |
|         | Tyler                  | Client |

|                                                                                                |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|------------------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
| <b>RACI MATRIX KEY:</b><br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Schedule and conduct planning session(s)                                                       |                   | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                               |                  |           |                 |
| Develop Project Management Plan                                                                |                   | A                      | R               |                           |              |                       |                    |                 | I                 |                    | C               | C                | I                       |                               |                  |           |                 |
| Develop initial project schedule                                                               |                   | A                      | R               | I                         | I            | I                     | I                  |                 | I                 | I                  | C               | C                | I                       | I                             | C                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Contract documents             |
|        | Statement of Work              |
|        | Guide to Starting Your Project |

|                        |                          |                                                                                                        |
|------------------------|--------------------------|--------------------------------------------------------------------------------------------------------|
| Outputs / Deliverables |                          | Acceptance Criteria [only] for Deliverables                                                            |
|                        | Project Management Plan  | Delivery of document                                                                                   |
|                        | Project Operational Plan | Delivery of document                                                                                   |
|                        | Initial Project Schedule | Antioch, CA provides acceptance of schedule based on resource availability, project budget, and goals. |

#### Work package assumptions:

- Antioch, CA has reviewed and completed the Guide to Starting Your Project document.

### 6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train Antioch, CA to install License Software. The Antioch, CA is responsible for the installation and setup of all peripheral devices.

#### Objectives:

- Ensure Antioch, CA's infrastructure meets Tyler's application requirements.
- Ensure Antioch, CA's infrastructure is scheduled to be in place and available for use on time.

|                |                                |
|----------------|--------------------------------|
| <b>STAGE 1</b> | <b>Infrastructure Planning</b> |
|----------------|--------------------------------|

|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                        |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|------------------------|------------------|-----------|-----------------|
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| Provide Infrastructure Requirements and Design Document                                 |                   | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           | I               |
| Initial Infrastructure Meeting                                                          |                   | A                      | R               |                           | C            |                       | C                  |                 |                   |                    | C               |                  |                         |                        |                  |           | C               |
| *Schedule SaaS Environment Availability                                                 |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           |                 |
| *Schedule Hardware to be Available for Installation                                     |                   |                        | I               |                           |              |                       | I                  |                 | A                 |                    | R               |                  |                         |                        |                  |           | C               |
| Schedule Installation of All Licensed Software                                          |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           | I               |
| Infrastructure Audit                                                                    |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                        |                  |           | C               |

|        |                                                            |
|--------|------------------------------------------------------------|
| Inputs | 1. Initial Infrastructure Requirements and Design Document |
|--------|------------------------------------------------------------|

|                        |                                                              |                                             |
|------------------------|--------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                              | Acceptance Criteria [only] for Deliverables |
|                        | 1. Completed Infrastructure Requirements and Design Document | Delivery of Document                        |
|                        | 2. Infrastructure Audit                                      | System Passes Audit Criteria                |

#### Work package assumptions:

- Antioch, CA will maintain environment (or virtual environment) for On-Premise deployments.

#### 6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Antioch, CA Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Antioch, CA team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

#### Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

| STAGE 1                                                                                 | Stakeholder Meeting |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler               |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Create Stakeholder Meeting Presentation                                                 | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               |                  | I                       |                               |                  |           |                 |
| Review Stakeholder Meeting Presentation                                                 |                     | I                      | C               |                           |              |                       |                    |                 | A                 |                    | R               |                  | C                       |                               |                  |           |                 |
| Perform Stakeholder Meeting Presentation                                                | I                   | A                      | R               | I                         | I            |                       |                    |                 | I                 | I                  | C               | I                | I                       | I                             | I                | I         | I               |

|        |                         |
|--------|-------------------------|
| Inputs | Agreement               |
|        | SOW                     |
|        | Project Management Plan |

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Stakeholder Meeting Presentation |                                             |

#### Work package assumptions:

- None

### 6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other Antioch, CA offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

#### Objectives:

- Identify all Antioch, CA GIS data sources and formats.
- Tyler to understand Antioch, CA's GIS needs and practices.
- Ensure Antioch, CA's GIS data meets Tyler product requirements.

| STAGE 1 | GIS Preparation |  |  |  |  |  |  |  |        |  |  |  |  |  |  |  |
|---------|-----------------|--|--|--|--|--|--|--|--------|--|--|--|--|--|--|--|
|         | Tyler           |  |  |  |  |  |  |  | Client |  |  |  |  |  |  |  |

|                                                                                                |                   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|------------------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
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| Initial GIS Planning Meeting                                                                   |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | C               |                  |                         |                               |                  |           | C               |
| Determine all GIS Data Sources                                                                 |                   |                        | I               |                           |              |                       | I                  |                 | A                 |                    | R               |                  |                         |                               |                  |           | C               |
| Provide Source GIS Data                                                                        |                   |                        | I               |                           |              |                       | I                  |                 | A                 |                    | R               |                  |                         |                               |                  |           | C               |
| Review GIS Data and Provide Feedback                                                           |                   | A                      | R               |                           |              |                       | C                  |                 |                   |                    | I               |                  |                         |                               |                  |           | C               |

|        |                           |
|--------|---------------------------|
| Inputs | GIS Requirements Document |
|--------|---------------------------|

|                        |                           |                                             |
|------------------------|---------------------------|---------------------------------------------|
| Outputs / Deliverables |                           | Acceptance Criteria [only] for Deliverables |
|                        | Production Ready Map Data | Meets Tyler GIS Requirements.               |

#### Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- Antioch, CA is responsible for maintaining the GIS data.

### 6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

#### Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

#### Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to Antioch, CA
- Stakeholder meeting complete
- GIS Data Production Ready



- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

## 6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Antioch, CA business processes. This information will be used to identify and define business processes utilized with Tyler software. Antioch, CA collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

### 6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Antioch, CA team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Antioch, CA team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Antioch, CA for current and future state analysis.

| STAGE 2                                                                                 | Solution Orientation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager    | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Provide pre-requisites                                                                  |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             | I                |           | I               |
| Complete pre-requisites                                                                 |                      |                        |                 |                           |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | C               |
| Conduct orientation                                                                     |                      |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             | I                |           | I               |

|        |                                |
|--------|--------------------------------|
| Inputs | Solution orientation materials |
|        | Training Plan                  |

## 6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Antioch, CA and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Antioch, CA will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

| STAGE 2                                                                                 | Current & Future State Analysis |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                           |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Current State process review                                                            |                                 |                        | A               | R                         | I            | I                     | I                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Discuss future-state options                                                            |                                 |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Make future-state decisions (non-COTS)                                                  |                                 |                        | C               | C                         | C            | C                     | C                  |                 |                   |                    | A               | R                | I                       | C                             |                  |           | C               |
| Document anticipated configuration options required to support future state             |                                 |                        | A               | R                         | C            | C                     | C                  |                 |                   |                    | I               | I                | I                       | I                             |                  |           | I               |

|        |                                    |
|--------|------------------------------------|
| Inputs | Client current state documentation |
|--------|------------------------------------|

|                                 |
|---------------------------------|
| Solution Orientation completion |
|---------------------------------|

|                        |                                                                                                                  |                                             |
|------------------------|------------------------------------------------------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                                                                  | Acceptance Criteria [only] for Deliverables |
|                        | Documentation that describes future-state decisions and configuration options to support future-state decisions. | Delivery of document                        |

#### Work package assumptions:

- Antioch, CA attendees possess sufficient knowledge and authority to make future state decisions.
- Antioch, CA is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

### 6.2.3 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

#### Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

| STAGE 2                                                                                 | Data Conversion Assessment |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                      |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Extract Data from Source Systems                                                        |                            |                        | I               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Complete Data Analysis/Mapping                                                          |                            | A                      | R               | C                         | C            |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           | I               |
| Review and Scrub Source Data                                                            |                            |                        | I               | I                         | I            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | I               |

|                                   |  |  |   |   |   |  |  |  |  |  |   |   |   |   |  |  |   |
|-----------------------------------|--|--|---|---|---|--|--|--|--|--|---|---|---|---|--|--|---|
| Build/Update Data Conversion Plan |  |  | R | C | C |  |  |  |  |  | C | I | I | I |  |  | I |
|-----------------------------------|--|--|---|---|---|--|--|--|--|--|---|---|---|---|--|--|---|

|        |                                                 |
|--------|-------------------------------------------------|
| Inputs | Client Source data                              |
|        | Client Source data Documentation (if available) |

|                        |                                    |                                                          |
|------------------------|------------------------------------|----------------------------------------------------------|
| Outputs / Deliverables |                                    | Acceptance Criteria [only] for Deliverables              |
|                        | Data Conversion Plan built/updated | Client Acceptance of Data Conversion Plan, if Applicable |

#### Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Antioch, CA representatives to identify business rules before writing the conversion.
- Antioch, CA subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

#### 6.2.4 Intentionally left blank.

#### 6.2.5 Intentionally left blank.

#### 6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

#### Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

### 6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

### 6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

#### Objectives:

- All licensed software is installed and operational.
- Antioch, CA is able to access the software.

| STAGE 3                                                                                 | Initial System Deployment (Hosted/SaaS)* |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|------------------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                                    |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Prepare hosted environment                                                              |                                          |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                               |                  |           | C               |
| Install Licensed Software with Initial Database on Server(s) for Included Environments  |                                          |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                               |                  |           | C               |
| Install Licensed Software on Client Devices (if applicable)                             |                                          |                        | I               |                           |              |                       | C                  |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Tyler System Administration Training (if applicable)                                    |                                          |                        | A               |                           |              |                       | R                  |                 |                   |                    | I               |                  |                         |                               |                  |           | C               |

| Outputs / Deliverables |                                                           | Acceptance Criteria [only] for Deliverables |
|------------------------|-----------------------------------------------------------|---------------------------------------------|
|                        | Licensed Software is Installed on the Server(s)           | Software is accessible                      |
|                        | Licensed Software is Installed on Clients (if applicable) | Software is accessible                      |
|                        | Installation Checklist/System Document                    | System Passes                               |
|                        | Infrastructure Design Document (C&J – If Applicable)      |                                             |



### Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- Antioch, CA will provide network access for Tyler modules, printers, and Internet access to all applicable Antioch, CA and Tyler Project staff.

### 6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Antioch, CA to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Antioch, CA collaborates with Tyler staff iteratively to validate software configuration.

### Objectives:

- Software is ready for validation.
- Educate Antioch, CA SME how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

| STAGE 3                                                                                 | Configuration     |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    | Client          |                   |                    |                 |                  |                         |                               |                  |           |                 |
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| Conduct configuration training                                                          |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           |                 |
| Complete Tyler configuration tasks (where applicable)                                   |                   |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             |                  |           |                 |
| Complete Client configuration tasks (where applicable)                                  |                   |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Standard interfaces configuration and training (if applicable)                          |                   |                        | A               | R                         |              |                       | C                  |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
| Updates to Solution Validation testing plan                                             |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | C               |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Documentation that describes future state decisions and configuration options to support future state decisions. |
|--------|------------------------------------------------------------------------------------------------------------------|

|                        |                   |                                             |
|------------------------|-------------------|---------------------------------------------|
| Outputs / Deliverables |                   | Acceptance Criteria [only] for Deliverables |
|                        | Configured System | N/A                                         |

**Work package assumptions:**

- Tyler provides guidance for configuration options available within the Tyler software. Antioch, CA is responsible for making decisions when multiple options are available.

### 6.3.3 Process Refinement

Tyler will educate the Antioch, CA users on how to execute processes in the system to prepare them for the validation of the software. Antioch, CA collaborates with Tyler staff iteratively to validate software configuration options to support future state.

**Objectives:**

- Ensure that Antioch, CA understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

| STAGE 3                                                                                 | Process Refinement |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|--------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler              |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Conduct process training                                                                |                    |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | C                | I                       | C                             |                  |           |                 |
| Confirm process decisions                                                               |                    |                        | I               | C                         |              |                       |                    |                 |                   | A                  | R               | C                | I                       | C                             |                  |           |                 |
| Test configuration                                                                      |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Refine configuration (Client Responsible)                                               |                    |                        | A               | R                         |              |                       |                    |                 |                   |                    | I               | I                |                         | I                             |                  |           |                 |
| Refine configuration (Tyler Responsible)                                                |                    |                        | I               | C                         |              |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |

|                                                              |  |  |   |   |  |  |   |  |  |  |   |   |  |   |  |  |   |
|--------------------------------------------------------------|--|--|---|---|--|--|---|--|--|--|---|---|--|---|--|--|---|
| Validate interface process and results                       |  |  | I | C |  |  | C |  |  |  | A | R |  | C |  |  | C |
| Update client-specific process documentation (if applicable) |  |  | I | C |  |  |   |  |  |  | A | R |  | C |  |  |   |
| Updates to Solution Validation testing plan                  |  |  | C | C |  |  |   |  |  |  | A | R |  | C |  |  | C |

|        |                                                                                                                  |
|--------|------------------------------------------------------------------------------------------------------------------|
| Inputs | Initial Configuration                                                                                            |
|        | Documentation that describes future state decisions and configuration options to support future state decisions. |
|        | Solution validation test plan                                                                                    |

|                        |                                                                            |                                             |
|------------------------|----------------------------------------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                                                            | Acceptance Criteria [only] for Deliverables |
|                        | Updated solution validation test plan                                      |                                             |
|                        | Completed client-specific process documentation (completed by Antioch, CA) |                                             |

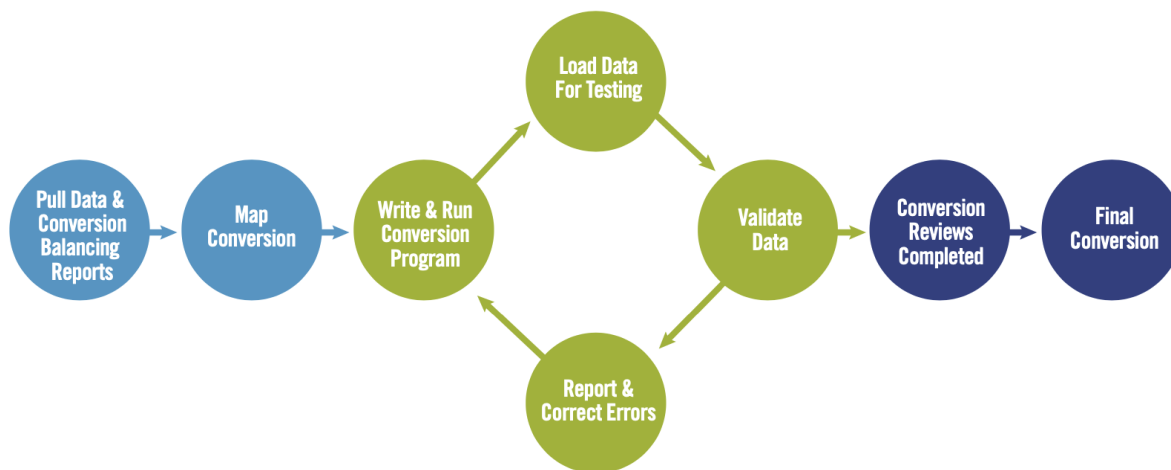
#### Work package assumptions:

- None

### 6.3.4 Conversion Delivery

The purpose of this task is to transition the Antioch, CA's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the Antioch, CA will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the Antioch, CA to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



### Objectives:

- Data is ready for production (Conversion).

| STAGE 3                                                                                    | Data Delivery & Conversion |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|--------------------------------------------------------------------------------------------|----------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                            | Tyler                      |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Provide data crosswalks/code mapping tool                                                  |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | I                |                         | I                             |                  |           |                 |
| Populate data crosswalks/code mapping tool                                                 |                            |                        | I               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Iterations: Conversion Development                                                         |                            |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           | I               |
| Iterations: Deliver converted data                                                         |                            |                        | A               |                           | R            |                       | I                  |                 |                   |                    | I               |                  |                         |                               |                  |           | I               |
| Iterations: Proof/Review data and                                                          |                            |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           | C               |





## 6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

### 6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Antioch, CA verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

#### Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Antioch, CA organization is ready to move forward with go-live and training (if applicable).

| STAGE 4                                                                                 | Solution Validation |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|---------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler               |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Update Solution Validation plan                                                         |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                             |                  |           |                 |
| Update test scripts (as applicable)                                                     |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Perform testing                                                                         |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Document issues from testing                                                            |                     |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Perform required follow-up on issues                                                    |                     |                        | A               | R                         | C            |                       |                    |                 |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                                                                                  |
|--------|----------------------------------------------------------------------------------|
| Inputs | Solution Validation plan                                                         |
|        | Completed work product from prior stages (configuration, business process, etc.) |

|                        |                            |                                                 |
|------------------------|----------------------------|-------------------------------------------------|
| Outputs / Deliverables |                            | Acceptance Criteria [only] for Deliverables     |
|                        | Solution Validation Report | Antioch, CA updates report with testing results |

#### Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

## 6.4.2 Go-Live Readiness

Tyler and Antioch, CA will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and Antioch, CA will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

### Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

| STAGE 4                                                                                 | Go-Live Readiness |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
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| Perform Readiness Assessment                                                            | I                 | A                      | R               | C                         | C            | I                     | C                  | I               | I                 | I                  | I               |                  | I                       |                               |                  |           | I               |
| Conduct Go-Live planning session                                                        |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | C                       | C                             | C                |           | C               |
| Order peripheral hardware (if applicable)                                               |                   |                        | I               |                           |              |                       |                    |                 |                   | A                  | R               |                  |                         |                               |                  |           | C               |
| Confirm procedures for Go-Live issue reporting & resolution                             |                   | A                      | R               | I                         | I            | I                     | I                  |                 |                   |                    | C               | C                | I                       | I                             | I                | I         | I               |
| Develop Go-Live checklist                                                               |                   | A                      | R               | C                         | C            |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Final system infrastructure review (where applicable)                                   |                   |                        | A               |                           |              |                       | R                  |                 |                   |                    | C               |                  |                         |                               |                  |           | C               |

|        |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------|------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Inputs | Future state decisions |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|        | Go-live checklist      |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|                        |                                             |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------|---------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Outputs / Deliverables | Acceptance Criteria [only] for Deliverables |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------|---------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

|  |                           |                                                                        |
|--|---------------------------|------------------------------------------------------------------------|
|  | Updated go-live checklist | Updated Action plan and Checklist for go-live delivered to Antioch, CA |
|--|---------------------------|------------------------------------------------------------------------|

#### Work package assumptions:

- None

### 6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Self-directed: Tyler provides e-learning, documentation, or videos to facilitate end user training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

#### Objectives:

- End users are trained on how to use the software prior to go-live.
- Antioch, CA is prepared for on-going training and support of the application.

| STAGE 4                                                                                 | End User Training |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Update training plan                                                                    |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               |                  | I                       |                               | C                |           |                 |
| End User training (Tyler-led)                                                           |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             | C                | C         |                 |
| Train-the-trainer                                                                       |                   | A                      | R               | C                         |              |                       |                    |                 |                   |                    | C               | C                | I                       | C                             |                  |           |                 |
| End User training (Client-led)                                                          |                   |                        | C               | C                         |              |                       |                    |                 |                   |                    | A               | R                | I                       | C                             | C                | C         |                 |

|        |                                                |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------|------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Inputs | Training Plan                                  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|        | List of End Users and their Roles / Job Duties |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|        | Configured Tyler System                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|                        |                   |  |  |  |  |  |  |  |                                                 |  |  |  |  |  |  |  |
|------------------------|-------------------|--|--|--|--|--|--|--|-------------------------------------------------|--|--|--|--|--|--|--|
| Outputs / Deliverables |                   |  |  |  |  |  |  |  | Acceptance Criteria [only] for Deliverables     |  |  |  |  |  |  |  |
|                        | End User Training |  |  |  |  |  |  |  | Antioch, CA signoff that training was delivered |  |  |  |  |  |  |  |

#### **Work package assumptions:**

- The Antioch, CA project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Antioch, CA as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Antioch, CA departments.
- Antioch, CA will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

### **6.4.4 Control Point 4: Production Readiness Stage Acceptance**

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

#### **Production Readiness stage deliverables:**

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

#### **Production Readiness stage acceptance criteria:**

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

## **6.5 Production**

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Antioch, CA will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Antioch, CA to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

### **6.5.1 Go-Live**

Following the action plan for Go-Live, defined in the Production Readiness stage, Antioch, CA and Tyler will complete work assigned to prepare for Go-Live.

Antioch, CA provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Antioch, CA manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Antioch, CA during Go-Live activities. Antioch, CA transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

#### Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

| STAGE 5                                                                                 | Go-Live           |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Provide final source data extract, if applicable                                        |                   |                        | C               |                           | C            |                       |                    |                 |                   |                    | A               |                  |                         |                               |                  |           | R               |
| Final source data pushed into production environment, if applicable                     |                   |                        | A               | C                         | R            |                       |                    |                 |                   |                    | I               | C                |                         | C                             |                  |           | C               |
| Proof final converted data, if applicable                                               |                   |                        | C               | C                         | C            |                       |                    |                 |                   |                    | A               | R                |                         | C                             |                  |           |                 |
| Complete Go-Live activities as defined in the Go-Live action plan                       |                   |                        | C               | C                         | C            |                       |                    |                 |                   | A                  | R               | C                | I                       | C                             |                  |           |                 |
| Provide Go-Live assistance                                                              |                   |                        | A               | R                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  | I         | C               |

|        |                                       |
|--------|---------------------------------------|
| Inputs | Comprehensive Action Plan for Go-Live |
|        | Final source data (if applicable)     |

|                        |                                             |                                                             |
|------------------------|---------------------------------------------|-------------------------------------------------------------|
| Outputs / Deliverables |                                             | Acceptance Criteria [only] for Deliverables                 |
|                        | Data is available in production environment | Client confirms data is available in production environment |

#### Work package assumptions:

- Antioch, CA will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.

- The Client business processes required for Go-Live are fully documented and tested.
- The Antioch, CA Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Antioch, CA Project Team and SME's provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the Antioch, CA teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

## 6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Antioch, CA onto the Tyler Client Services team, who provides Antioch, CA with assistance following Go-Live, officially transitioning Antioch, CA to operations and maintenance.

### Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Antioch, CA teams for key processes and subject areas.

| STAGE 5                                                                                 | Transition to Client Services |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                         |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager             | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Transfer client to Client Services and review issue reporting and resolution processes  | I                             | I                      | A               | I                         | I            |                       |                    | R               | I                 | I                  | C               | C                |                         | C                             |                  |           |                 |
| Review long term maintenance and continuous improvement                                 |                               |                        | A               |                           |              |                       |                    | R               |                   |                    | C               | C                |                         | C                             |                  |           |                 |

|        |                       |
|--------|-----------------------|
| Inputs | Open item/issues List |
|--------|-----------------------|

|                        |                                  |                                             |
|------------------------|----------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                  | Acceptance Criteria [only] for Deliverables |
|                        | Client Services Support Document |                                             |



### Work package assumptions:

- No material project issues remain without assignment and plan.

### 6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

### Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

| STAGE 5                                                                                 | Post Go-Live Activities |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler                   |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager       | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Schedule contracted activities that are planned for delivery after go-live              |                         | A                      | R               | C                         | C            | C                     | C                  | I               |                   |                    | C               | C                | I                       | C                             |                  |           | C               |
| Determine resolution plan in preparation for phase or project close out                 |                         | A                      | R               | C                         | C            | C                     |                    | I               |                   |                    | C               | C                | I                       | C                             |                  |           |                 |

|        |                                 |
|--------|---------------------------------|
| Inputs | List of post Go-Live activities |
|--------|---------------------------------|

|                        |                    |                                             |
|------------------------|--------------------|---------------------------------------------|
| Outputs / Deliverables |                    | Acceptance Criteria [only] for Deliverables |
|                        | Updated issues log |                                             |

### Work package assumptions:

- System is being used in a live production state.

### 6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

#### Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

## 6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Antioch, CA transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

### 6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Antioch, CA for systems implemented in the Phase.

#### Objectives:

- Agreement from Tyler and Antioch, CA teams that activities within this phase are complete.

| STAGE 6                                                                                 | Phase Close Out   |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Reconcile project budget and status of contract Deliverables                            | I                 | A                      | R               |                           |              |                       |                    |                 | I                 | I                  | C               |                  |                         |                               |                  |           |                 |
| Hold post phase review meeting                                                          |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |
| Release phase-dependent Tyler project resources                                         | A                 | R                      | I               |                           |              |                       |                    |                 |                   |                    | I               |                  |                         |                               |                  |           |                 |

| Participants | Tyler              | Client             |
|--------------|--------------------|--------------------|
|              | Project Leadership | Project Manager    |
|              | Project Manager    | Project Sponsor(s) |

|  |                                                             |                                                |
|--|-------------------------------------------------------------|------------------------------------------------|
|  | Implementation Consultants                                  | Functional Leads, Power Users, Technical Leads |
|  | Technical Consultants (Conversion, Deployment, Development) |                                                |
|  | Client Services                                             |                                                |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |
|        | Project artifacts |

|                        |                                           |                                             |
|------------------------|-------------------------------------------|---------------------------------------------|
| Outputs / Deliverables |                                           | Acceptance Criteria [only] for Deliverables |
|                        | Final action plan (for outstanding items) |                                             |
|                        | Reconciliation Report                     |                                             |
|                        | Post Phase Review                         |                                             |

#### Work package assumptions:

- Tyler deliverables for the phase have been completed.

## 6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Antioch, CA may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

#### Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Antioch, CA teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

| STAGE 6                                                                                 | Project Close Out |                        |                 |                           |              |                       |                    |                 |                   |                    |                 |                  |                         |                               |                  |           |                 |
|-----------------------------------------------------------------------------------------|-------------------|------------------------|-----------------|---------------------------|--------------|-----------------------|--------------------|-----------------|-------------------|--------------------|-----------------|------------------|-------------------------|-------------------------------|------------------|-----------|-----------------|
|                                                                                         | Tyler             |                        |                 |                           |              |                       |                    |                 | Client            |                    |                 |                  |                         |                               |                  |           |                 |
| RACI MATRIX KEY:<br>R = Responsible<br>A = Accountable<br>C = Consulted<br>I = Informed | Executive Manager | Implementation Manager | Project Manager | Implementation Consultant | Data Experts | Modification Services | Technical Services | Client Services | Executive Sponsor | Steering Committee | Project Manager | Functional Leads | Change Management Leads | Subject Matter Experts (SMEs) | Department Heads | End Users | Technical Leads |
| Conduct post project review                                                             |                   | A                      | R               | C                         | C            | C                     | C                  |                 |                   |                    | C               | C                | C                       | C                             |                  |           | C               |

|                                                                 |   |   |   |  |  |  |  |  |  |   |   |   |  |  |  |  |  |  |
|-----------------------------------------------------------------|---|---|---|--|--|--|--|--|--|---|---|---|--|--|--|--|--|--|
| Deliver post project report to Antioch, CA and Tyler leadership | I | A | R |  |  |  |  |  |  | I | I | C |  |  |  |  |  |  |
| Release Tyler project resources                                 | A | R | I |  |  |  |  |  |  |   |   | I |  |  |  |  |  |  |

|        |                   |
|--------|-------------------|
| Inputs | Contract          |
|        | Statement of Work |

|                        |                     |                                                                                                            |
|------------------------|---------------------|------------------------------------------------------------------------------------------------------------|
| Outputs / Deliverables |                     | Acceptance Criteria [only] for Deliverables                                                                |
|                        | Post Project Report | Client acceptance; Completed report indicating all project Deliverables and milestones have been completed |

#### Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

### 6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Close Stage is not dependent upon Tyler's receipt of this Stage Acceptance.

#### Close Stage Deliverables:

- Post Project Report.

#### Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

## 7. General Assumptions

Tyler and Antioch, CA will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

### 7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Antioch, CA Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.

- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the Antioch, CA project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, Antioch, CA is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Antioch, CA to make process changes.
- Antioch, CA is responsible for defining, documenting and implementing their policies that result from any business process changes.

## 7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Antioch, CA is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

## 7.3 Resources and Scheduling

- Antioch, CA resources will participate in scheduled activities as assigned in the Project Schedule.
- The Antioch, CA team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Antioch, CA will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- Antioch, CA will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Antioch, CA makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Antioch, CA will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Antioch, CA will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

## 7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- Antioch, CA is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Antioch, CA representatives to identify business rules before writing the conversion. Antioch, CA must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The client will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The Antioch, CA Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Client is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

## 7.5 Facilities

- Antioch, CA will provide dedicated space for Tyler staff to work with Antioch, CA resources for both on-site and remote sessions. If Phases overlap, Antioch, CA will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Antioch, CA will provide staff with a location to practice what they have learned without distraction.



## 8. Glossary

| Word or Term                                   | Definition                                                                                                                                                                                                                                                                                                                                     |
|------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Acceptance</b>                              | Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.                                                                                                                                                                                                                                                |
| <b>Accountable</b>                             | The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]                                                                                                                                                  |
| <b>Application</b>                             | A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.                                                                                                                                                                                                                      |
| <b>Application Programming Interface (API)</b> | A defined set of tools/methods to pass data to and received data from Tyler software products                                                                                                                                                                                                                                                  |
| <b>Agreement</b>                               | This executed legal contract that defines the products and services to be implemented or performed.                                                                                                                                                                                                                                            |
| <b>Business Process</b>                        | The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.                                                                                                                                                                                                                       |
| <b>Business Requirements Document</b>          | A specification document used to describe Client requirements for contracted software modifications.                                                                                                                                                                                                                                           |
| <b>Change Request</b>                          | A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.                                                                                                                                                            |
| <b>Change Management</b>                       | Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes                                                                                                                                                                                                          |
| <b>Code Mapping [where applicable]</b>         | An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue]. |
| <b>Consulted</b>                               | Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]                                                                                                                                                                                                               |
| <b>Control Point</b>                           | This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.                                                                                                                                                    |
| <b>Data Mapping [where applicable]</b>         | The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.                                                                          |
| <b>Deliverable</b>                             | A verifiable document or service produced as part of the Project, as defined in the work packages.                                                                                                                                                                                                                                             |
| <b>Go-Live</b>                                 | The point in time when the Client is using the Tyler software to conduct daily operations in Production.                                                                                                                                                                                                                                       |
| <b>Informed</b>                                | Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]                                                                                                                                                                             |

|                              |                                                                                                                                                                                                                                                                                                                               |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Infrastructure</b>        | The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.                                                                                                                                                                                            |
| <b>Interface</b>             | A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.                |
| <b>Integration</b>           | A standard exchange or sharing of common data within the Tyler system or between Tyler applications                                                                                                                                                                                                                           |
| <b>Legacy System</b>         | The software from which a client is converting.                                                                                                                                                                                                                                                                               |
| <b>Modification</b>          | Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.                                                                                                                                                         |
| <b>On-site</b>               | Indicates the work location is at one or more of the client's physical office or work environments.                                                                                                                                                                                                                           |
| <b>Organizational Change</b> | The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.                                                                                                                                                            |
| <b>Output</b>                | A product, result or service generated by a process.                                                                                                                                                                                                                                                                          |
| <b>Peripheral devices</b>    | An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.                                                                                                                                                                                                |
| <b>Phase</b>                 | A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned. |
| <b>Project</b>               | The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.                                                                                                                                                                                     |
| <b>RACI</b>                  | A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).                                  |
| <b>Remote</b>                | Indicates the work location is at one or more of Tyler's physical offices or work environments.                                                                                                                                                                                                                               |
| <b>Responsible</b>           | Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]                                                                                                                                                                                                                 |
| <b>Scope</b>                 | Products and services that are included in the Agreement.                                                                                                                                                                                                                                                                     |

|                                       |                                                                                                                                                                    |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Solution</b>                       | The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies. |
| <b>Stage</b>                          | The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.                                                                  |
| <b>Standard</b>                       | Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.                                               |
| <b>Statement of Work (SOW)</b>        | Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.                                    |
| <b>System</b>                         | The collective group of software and hardware that is used by the organization to conduct business.                                                                |
| <b>Test Scripts</b>                   | The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.                |
| <b>Training Plan</b>                  | Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.                      |
| <b>Validation (or to validate)</b>    | The process of testing and approving that a specific Deliverable, process, program or product is working as expected.                                              |
| <b>Work Breakdown Structure (WBS)</b> | A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.                                                          |
| <b>Work Package</b>                   | A group of related tasks within a project.                                                                                                                         |



## Part 4: Appendices

### 9. Conversion

## 10. Additional Appendices

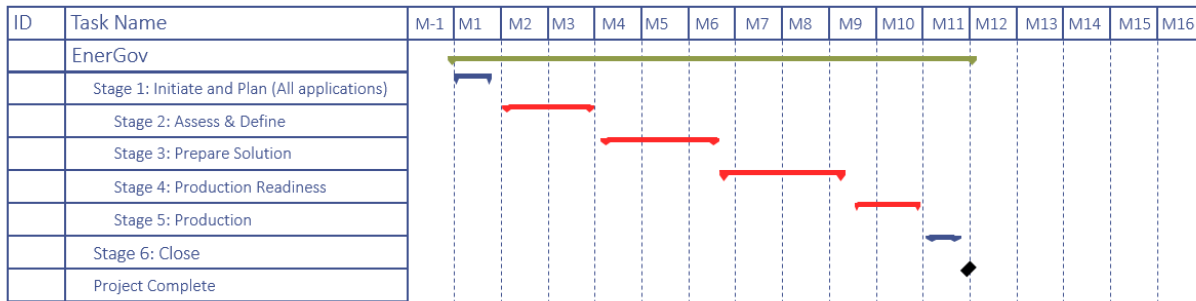
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## 11. Project Timeline

### 11.1 EnerGov 12 Month Timeline



#### Implementation Schedule: EnerGov Implementation




# example

This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021  
**TO:** Honorable Mayor and Members of the City Council  
**SUBMITTED BY:** Lauren Posada, City Treasurer   
**SUBJECT:** Approval of Treasurer's Report for December 2020

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**RECOMMENDED ACTION**

It is recommended that the City Council receive and file the December 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 with both reporting provisions of the Policy.

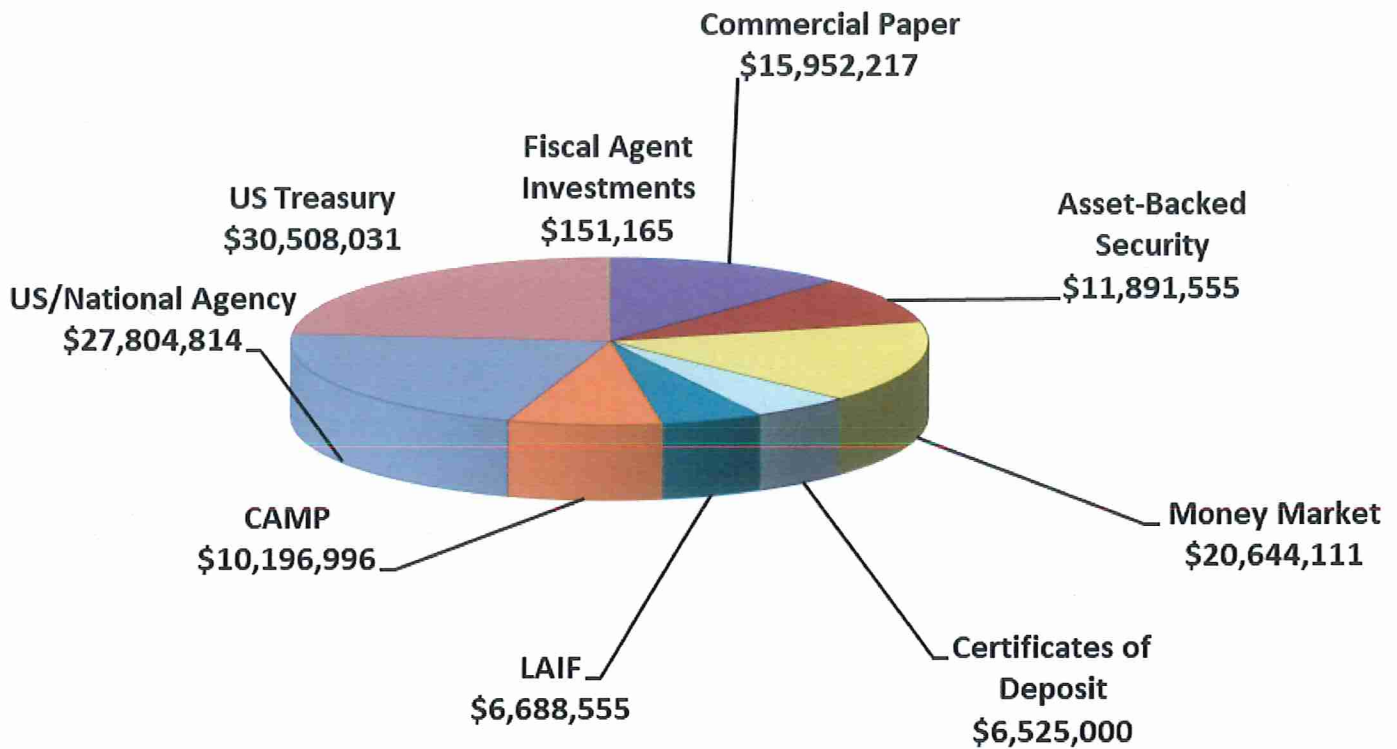
**ATTACHMENTS**

A. City Treasurer's Report



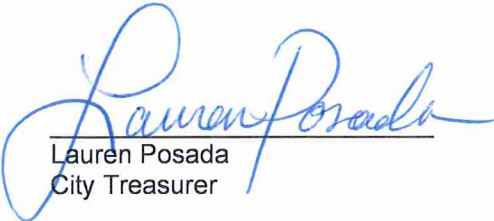
**CITY OF ANTIOCH  
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

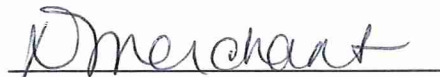
**DECEMBER 31, 2020**



**Total of City and Fiscal Agent Investments = \$130,362,444**

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.

  
Lauren Posada  
City Treasurer

  
Dawn Merchant  
Finance Director

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

|                                                      | <u>Amount</u>    |
|------------------------------------------------------|------------------|
| Antioch Public Financing Authority 2015 Bonds        | 1                |
| Antioch Development Agency 2009 Tax Allocation Bonds | 151,163          |
|                                                      | <u>\$151,165</u> |



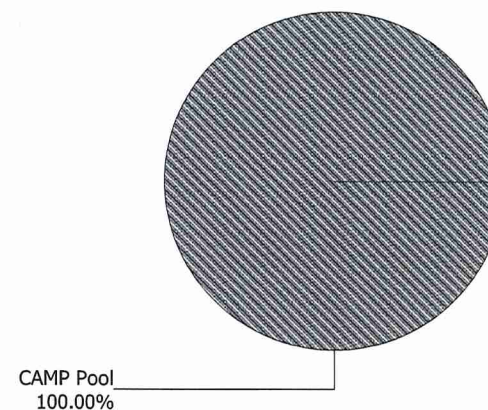
## Account Statement - Transaction Summary

For the Month Ending **December 31, 2020**

City of Antioch - City of Antioch - 6090-001

| CAMP Pool                   |                        |
|-----------------------------|------------------------|
| Opening Market Value        | 10,195,947.33          |
| Purchases                   | 1,048.19               |
| Redemptions                 | 0.00                   |
| Unsettled Trades            | 0.00                   |
| Change in Value             | 0.00                   |
| <b>Closing Market Value</b> | <b>\$10,196,995.52</b> |
| Cash Dividends and Income   | 1,048.19               |

| Asset Summary    |                        |                        |
|------------------|------------------------|------------------------|
|                  | December 31, 2020      | November 30, 2020      |
| <b>CAMP Pool</b> | 10,196,995.52          | 10,195,947.33          |
| <b>Total</b>     | <b>\$10,196,995.52</b> | <b>\$10,195,947.33</b> |
| Asset Allocation |                        |                        |





## Managed Account Summary Statement

For the Month Ending **December 31, 2020**

CITY OF ANTIOCH, CA - 04380500

### Transaction Summary - Managed Account

|                             |                        |
|-----------------------------|------------------------|
| <b>Opening Market Value</b> | <b>\$94,116,322.43</b> |
| Maturities/Calls            | (557,704.69)           |
| Principal Dispositions      | (6,019,905.40)         |
| Principal Acquisitions      | 6,562,351.18           |
| Unsettled Trades            | 0.00                   |
| Change in Current Value     | (18,876.80)            |
| <b>Closing Market Value</b> | <b>\$94,082,186.72</b> |

### Cash Transactions Summary - Managed Account

|                                 |                |
|---------------------------------|----------------|
| Maturities/Calls                | 0.00           |
| Sale Proceeds                   | 6,076,992.44   |
| Coupon/Interest/Dividend Income | 92,454.41      |
| Principal Payments              | 557,704.69     |
| Security Purchases              | (6,562,867.06) |
| Net Cash Contribution           | (164,284.47)   |
| Reconciling Transactions        | 0.00           |

### Earnings Reconciliation (Cash Basis) - Managed Account

|                                                     |                     |
|-----------------------------------------------------|---------------------|
| Interest/Dividends/Coupons Received                 | 149,541.45          |
| Less Purchased Interest Related to Interest/Coupons | (515.88)            |
| Plus Net Realized Gains/Losses                      | 135,762.35          |
| <b>Total Cash Basis Earnings</b>                    | <b>\$284,787.92</b> |

### Cash Balance

|                             |               |
|-----------------------------|---------------|
| <b>Closing Cash Balance</b> | <b>\$0.00</b> |
|-----------------------------|---------------|

### Earnings Reconciliation (Accrual Basis)

|                                                      | <b>Total</b>    |
|------------------------------------------------------|-----------------|
| Ending Amortized Value of Securities                 | 92,681,617.09   |
| Ending Accrued Interest                              | 334,454.75      |
| Plus Proceeds from Sales                             | 6,076,992.44    |
| Plus Proceeds of Maturities/Calls/Principal Payments | 557,704.69      |
| Plus Coupons/Dividends Received                      | 92,454.41       |
| Less Cost of New Purchases                           | (6,562,867.06)  |
| Less Beginning Amortized Value of Securities         | (92,573,043.37) |
| Less Beginning Accrued Interest                      | (366,734.24)    |

|                                     |                     |
|-------------------------------------|---------------------|
| <b>Total Accrual Basis Earnings</b> | <b>\$240,578.71</b> |
|-------------------------------------|---------------------|



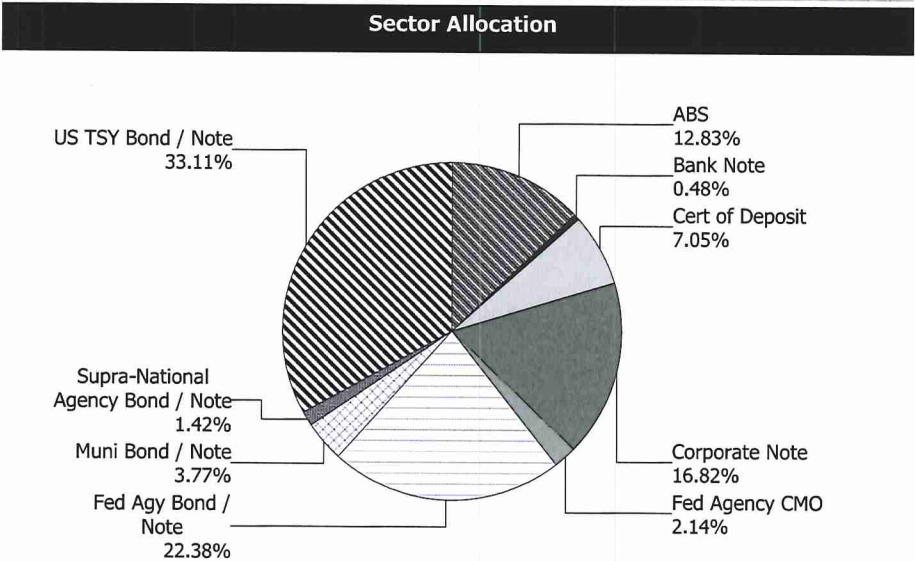
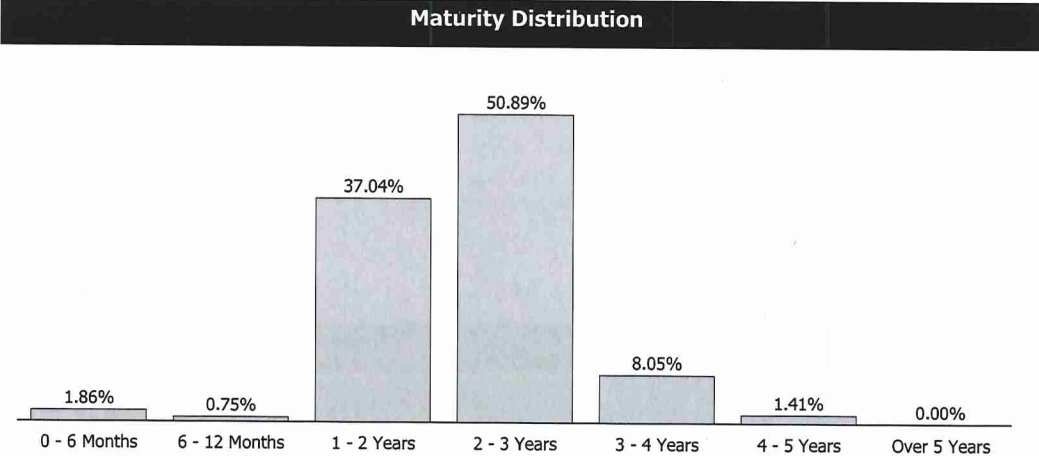
# Portfolio Summary and Statistics

For the Month Ending **December 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Account Summary                                   |                      |                      |                |
|---------------------------------------------------|----------------------|----------------------|----------------|
| Description                                       | Par Value            | Market Value         | Percent        |
| U.S. Treasury Bond / Note                         | 30,475,000.00        | 31,148,523.32        | 33.11          |
| Supra-National Agency Bond / Note                 | 1,335,000.00         | 1,339,781.25         | 1.42           |
| Municipal Bond / Note                             | 3,475,000.00         | 3,548,079.65         | 3.77           |
| Federal Agency Collateralized Mortgage Obligation | 1,970,077.44         | 2,009,651.10         | 2.14           |
| Federal Agency Bond / Note                        | 21,000,000.00        | 21,051,138.64        | 22.38          |
| Corporate Note                                    | 15,320,000.00        | 15,823,535.88        | 16.82          |
| Certificate of Deposit                            | 6,525,000.00         | 6,635,826.01         | 7.05           |
| Bank Note                                         | 425,000.00           | 456,288.93           | 0.48           |
| Asset-Backed Security                             | 11,892,615.35        | 12,069,361.94        | 12.83          |
| <b>Managed Account Sub-Total</b>                  | <b>92,417,692.79</b> | <b>94,082,186.72</b> | <b>100.00%</b> |
| Accrued Interest                                  |                      | 334,454.75           |                |
| <b>Total Portfolio</b>                            | <b>92,417,692.79</b> | <b>94,416,641.47</b> |                |

Unsettled Trades 0.00 0.00



| Characteristics                   |       |
|-----------------------------------|-------|
| Yield to Maturity at Cost         | 1.39% |
| Yield to Maturity at Market       | 0.46% |
| Weighted Average Days to Maturity | 795   |





## Managed Account Issuer Summary

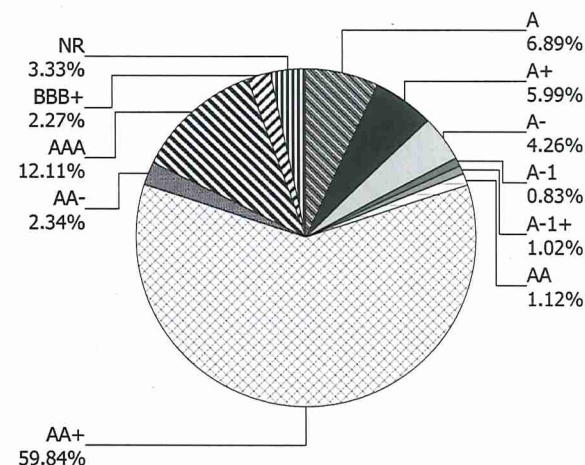
For the Month Ending **December 31, 2020**

CITY OF ANTIOCH, CA - 04380500

### Issuer Summary

| Issuer                                   | Market Value<br>of Holdings | Percent |
|------------------------------------------|-----------------------------|---------|
| 3M COMPANY                               | 256,725.00                  | 0.27    |
| ADOBE INC                                | 334,266.73                  | 0.36    |
| ALLY AUTO RECEIVABLES TRUST              | 238,568.24                  | 0.25    |
| AMAZON.COM INC                           | 477,537.93                  | 0.51    |
| AMERICAN HONDA FINANCE                   | 822,305.10                  | 0.87    |
| APPLE INC                                | 514,014.24                  | 0.55    |
| BANK OF AMERICA CO                       | 831,645.45                  | 0.88    |
| BMW VEHICLE OWNER TRUST                  | 195,881.97                  | 0.21    |
| BRISTOL-MYERS SQUIBB CO                  | 690,046.23                  | 0.73    |
| CALIFORNIA DEPARTMENT OF WATER RESOURCES | 449,766.00                  | 0.48    |
| CALIFORNIA EARTHQUAKE AUTHORITY          | 190,714.40                  | 0.20    |
| CAPITAL ONE FINANCIAL CORP               | 819,542.32                  | 0.87    |
| CAPITAL ONE PRIME AUTO REC TRUST         | 233,918.30                  | 0.25    |
| CARMAX AUTO OWNER TRUST                  | 998,764.79                  | 1.06    |
| CATERPILLAR INC                          | 689,343.28                  | 0.73    |
| CHEVRON CORPORATION                      | 583,461.50                  | 0.62    |
| CITIGROUP INC                            | 717,691.13                  | 0.76    |
| CLOROX COMPANY                           | 363,399.75                  | 0.39    |
| COMCAST CORP                             | 329,683.50                  | 0.35    |
| CREDIT AGRICOLE SA                       | 780,075.48                  | 0.83    |
| CREDIT SUISSE GROUP RK                   | 726,303.55                  | 0.77    |
| DEERE & COMPANY                          | 606,855.62                  | 0.65    |
| DISCOVER FINANCIAL SERVICES              | 339,643.13                  | 0.36    |
| DNB ASA                                  | 905,989.88                  | 0.96    |
| EXXON MOBIL CORP                         | 229,227.08                  | 0.24    |
| FANNIE MAE                               | 6,512,986.78                | 6.92    |
| FIFTH THIRD AUTO TRUST                   | 289,367.88                  | 0.31    |
| FLORIDA STATE BOARD OF ADMIN FIN CORP    | 240,332.15                  | 0.26    |
| FORD CREDIT AUTO LEASE TRUST             | 210,157.58                  | 0.22    |
| FORD CREDIT AUTO OWNER TRUST             | 641,016.24                  | 0.68    |
| FREDDIE MAC                              | 16,547,802.96               | 17.59   |
| GENERAL DYNAMICS CORP                    | 347,512.10                  | 0.37    |

### Credit Quality (S&P Ratings)







## Managed Account Issuer Summary

For the Month Ending **December 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Issuer                                   | Market Value<br>of Holdings | Percent |
|------------------------------------------|-----------------------------|---------|
| GM FINANCIAL AUTO LEASING TRUST          | 341,591.45                  | 0.36    |
| GM FINANCIAL SECURITIZED TERM            | 715,469.79                  | 0.76    |
| GOLDMAN SACHS GROUP INC                  | 679,258.83                  | 0.72    |
| HARLEY-DAVIDSON MOTORCYCLE TRUST         | 608,440.28                  | 0.65    |
| HOME DEPOT INC                           | 232,719.98                  | 0.25    |
| HONDA AUTO RECEIVABLES                   | 827,547.67                  | 0.88    |
| HONEYWELL INTERNATIO L                   | 615,330.61                  | 0.65    |
| HYUNDAI AUTO RECEIVABLES                 | 833,195.25                  | 0.89    |
| IBM CORP                                 | 661,908.08                  | 0.70    |
| INTER-AMERICAN DEVELOPMENT BANK          | 669,349.10                  | 0.71    |
| INTL BANK OF RECONSTRUCTION AND DEV      | 670,432.15                  | 0.71    |
| JP MORGAN CHASE & CO                     | 827,534.40                  | 0.88    |
| LOS ANGELES COMMUNITY COLLEGE DISTRICT   | 236,985.75                  | 0.25    |
| MERCEDES-BENZ AUTO LEASE TRUST           | 268,937.29                  | 0.29    |
| MERCEDES-BENZ AUTO RECEIVABLES           | 316,552.79                  | 0.34    |
| MORGAN STANLEY                           | 735,620.48                  | 0.78    |
| NATIONAL RURAL UTILITIES CO FINANCE CORP | 177,708.65                  | 0.19    |
| NEW YORK & NEW JERSEY PORT AUTHORITY     | 517,522.50                  | 0.55    |
| NEW YORK ST URBAN DEVELOPMENT CORP       | 855,668.35                  | 0.91    |
| NISSAN AUTO LEASE TRUST                  | 297,219.17                  | 0.32    |
| NISSAN AUTO RECEIVABLES                  | 1,137,402.09                | 1.21    |
| NORDEA BANK ABP                          | 821,947.20                  | 0.87    |
| PACCAR FINANCIAL CORP                    | 663,818.50                  | 0.71    |
| PEPSICO INC                              | 317,970.98                  | 0.34    |
| PFIZER INC                               | 236,885.74                  | 0.25    |
| PNC FINANCIAL SERVICES GROUP             | 456,288.93                  | 0.48    |
| ROYAL BANK OF CANADA                     | 963,168.90                  | 1.02    |
| SKANDINAVISKA ENSKILDA BANKEN AB         | 822,078.40                  | 0.87    |
| SOCIETE GENERALE                         | 889,358.75                  | 0.95    |
| STATE OF CONNECTICUT                     | 103,981.00                  | 0.11    |
| STATE OF MARYLAND                        | 477,679.00                  | 0.51    |
| STATE OF WASHINGTON                      | 475,430.50                  | 0.51    |
| SUMITOMO MITSUI FINANCIAL GROUP INC      | 726,903.85                  | 0.77    |



**Managed Account Issuer Summary**

For the Month Ending **December 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Issuer                                  | Market Value<br>of Holdings | Percent |
|-----------------------------------------|-----------------------------|---------|
| THE BANK OF NEW YORK MELLON CORPORATION | 642,287.50                  | 0.68    |
| TOYOTA MOTOR CORP                       | 1,448,158.27                | 1.54    |
| TRUIST FIN CORP                         | 829,950.40                  | 0.88    |
| UNILEVER PLC                            | 125,633.38                  | 0.13    |
| UNITED STATES TREASURY                  | 31,148,523.32               | 33.12   |
| US BANCORP                              | 417,512.07                  | 0.44    |
| VERIZON OWNER TRUST                     | 1,288,005.87                | 1.37    |
| VOLKSWAGEN AUTO LEASE TURST             | 223,081.10                  | 0.24    |
| VOLKSWAGEN OF AMERICA                   | 390,819.20                  | 0.42    |
| WORLD OMNI AUTO REC TRUST               | 271,762.91                  | 0.29    |
| Total                                   | \$94,082,186.72             | 100.00% |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity          | CUSIP     | Par          | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|------------------------------------------------------------------|-----------|--------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| <b>U.S. Treasury Bond / Note</b>                                 |           |              |               |                   |               |                |                  |                |                     |                   |                 |
| US TREASURY NOTES<br>DTD 01/15/2019 2.500% 01/15/2022            | 9128285V8 | 275,000.00   | AA+           | Aaa               | 01/29/19      | 01/31/19       | 274,602.54       | 2.55           | 3,175.95            | 274,860.52        | 281,746.08      |
| US TREASURY NOTES<br>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           | 26,874.15           | 3,402,972.67      | 3,489,753.74    |
| US TREASURY NOTES<br>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           | 26,440.22           | 2,798,835.23      | 2,874,375.00    |
| UNITED STATES TREASURY NOTES<br>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           | 5,062.50            | 1,050,321.20      | 1,078,710.99    |
| US TREASURY NOTES<br>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           | 6,277.17            | 801,393.24        | 822,000.00      |
| US TREASURY NOTES<br>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           | 26,481.83           | 3,376,384.27      | 3,467,812.50    |
| US TREASURY NOTES<br>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           | 7,453.90            | 1,348,545.01      | 1,383,328.13    |
| US TREASURY NOTES<br>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           | 9,386.40            | 1,707,970.62      | 1,741,968.75    |
| UNITED STATES TREASURY NOTES<br>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           | 1,325.89            | 447,685.56        | 459,984.37      |
| UNITED STATES TREASURY NOTES<br>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           | 2,946.43            | 997,751.36        | 1,022,187.50    |
| UNITED STATES TREASURY NOTES<br>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           | 9,281.25            | 3,136,194.28      | 3,219,890.63    |
| UNITED STATES TREASURY NOTES<br>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           | 8,315.22            | 1,204,087.67      | 1,233,375.00    |
| US TREASURY NOTES<br>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           | 10,985.05           | 1,504,131.36      | 1,550,156.25    |
| UNITED STATES TREASURY NOTES<br>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           | 22,072.86           | 4,303,111.91      | 4,361,562.50    |



## Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description<br>Dated Date/Coupon/Maturity                        | CUSIP     | Par                  | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost     | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost    | Market<br>Value      |
|--------------------------------------------------------------------------------|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| <b>U.S. Treasury Bond / Note</b>                                               |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| US TREASURY N/B NOTES<br>DTD 11/15/2020 0.250% 11/15/2023                      | 91282CAW1 | 4,150,000.00         | AA+           | Aaa               | 12/01/20      | 12/03/20       | 4,153,890.63         | 0.22           | 1,347.03            | 4,153,785.87         | 4,161,671.88         |
| <b>Security Type Sub-Total</b>                                                 |           | <b>30,475,000.00</b> |               |                   |               |                | <b>30,486,927.74</b> | <b>1.53</b>    | <b>167,425.85</b>   | <b>30,508,030.77</b> | <b>31,148,523.32</b> |
| <b>Supra-National Agency Bond / Note</b>                                       |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| INTER-AMERICAN DEVEL BK CORPORATE<br>NOTES<br>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           | 341.74              | 664,824.55           | 669,349.10           |
| INTL BK RECON & DEVELOP CORPORATE<br>NOTES<br>DTD 11/24/2020 0.250% 11/24/2023 | 459058JM6 | 670,000.00           | AAA           | Aaa               | 11/17/20      | 11/24/20       | 668,559.50           | 0.32           | 172.15              | 668,609.49           | 670,432.15           |
| <b>Security Type Sub-Total</b>                                                 |           | <b>1,335,000.00</b>  |               |                   |               |                | <b>1,333,333.40</b>  | <b>0.42</b>    | <b>513.89</b>       | <b>1,333,434.04</b>  | <b>1,339,781.25</b>  |
| <b>Municipal Bond / Note</b>                                                   |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| CA ST EARTHQUAKE AUTH TXBL REV<br>BONDS<br>DTD 11/24/2020 1.327% 07/01/2022    | 13017HAJ5 | 190,000.00           | NR            | NR                | 11/13/20      | 11/24/20       | 190,000.00           | 1.33           | 259.13              | 190,000.00           | 190,714.40           |
| NY ST URBAN DEV CORP TXBL REV BONDS<br>DTD 12/23/2020 0.480% 03/15/2023        | 650036DR4 | 215,000.00           | AA+           | NR                | 12/16/20      | 12/23/20       | 215,000.00           | 0.48           | 22.93               | 215,000.00           | 215,079.55           |
| CT ST TXBL GO BONDS<br>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           | 1,111.11            | 100,487.77           | 103,981.00           |
| PORT AUTH OF NY/NJ TXBL REV BONDS<br>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           | 1,330.81            | 255,000.00           | 258,761.25           |
| PORT AUTH OF NY/NJ TXBL REV BONDS<br>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           | 1,330.81            | 256,252.35           | 258,761.25           |
| WA ST T/E GO BONDS<br>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           | 10,625.00           | 466,315.38           | 475,430.50           |
| LOS ANGELES CCD, CA TXBL GO BONDS<br>DTD 11/10/2020 0.444% 08/01/2023          | 54438CYH9 | 235,000.00           | AA+           | Aaa               | 10/30/20      | 11/10/20       | 235,000.00           | 0.44           | 147.82              | 235,000.00           | 236,985.75           |





## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity                         | CUSIP     | Par                 | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost    | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost   | Market<br>Value     |
|---------------------------------------------------------------------------------|-----------|---------------------|---------------|-------------------|---------------|----------------|---------------------|----------------|---------------------|---------------------|---------------------|
| <b>Municipal Bond / Note</b>                                                    |           |                     |               |                   |               |                |                     |                |                     |                     |                     |
| MD ST TXBL GO BONDS<br>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           | 789.82              | 475,000.00          | 477,679.00          |
| CA ST DEPT WTR RES WTR SYS TXBL REV<br>BNDS<br>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           | 155.25              | 450,000.00          | 449,766.00          |
| NY ST URBAN DEV CORP TXBL REV BONDS<br>DTD 12/23/2020 0.620% 03/15/2024         | 650036DS2 | 640,000.00          | AA+           | NR                | 12/16/20      | 12/23/20       | 640,000.00          | 0.62           | 88.18               | 640,000.00          | 640,588.80          |
| FL ST BOARD OF ADMIN TXBL REV BONDS<br>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           | 862.25              | 235,000.00          | 240,332.15          |
| <b>Security Type Sub-Total</b>                                                  |           | <b>3,475,000.00</b> |               |                   |               |                | <b>3,529,608.55</b> | <b>0.77</b>    | <b>16,723.11</b>    | <b>3,518,055.50</b> | <b>3,548,079.65</b> |
| <b>Federal Agency Collateralized Mortgage Obligation</b>                        |           |                     |               |                   |               |                |                     |                |                     |                     |                     |
| FNA 2018-M5 A2<br>DTD 04/01/2018 3.560% 09/01/2021                              | 3136B1XP4 | 181,874.57          | AA+           | Aaa               | 04/11/18      | 04/30/18       | 185,492.23          | 2.93           | 539.56              | 182,595.14          | 182,277.39          |
| FHLMC MULTIFAMILY STRUCTURED P<br>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              | 374,794.42          | 381,717.28          |
| FHLMC MULTIFAMILY STRUCTURED P<br>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              | 360,650.22          | 366,423.08          |
| FHLMC MULTIFAMILY STRUCTURED P<br>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              | 378,542.30          | 385,376.64          |
| FNA 2013-M7 A2<br>DTD 05/01/2013 2.280% 12/01/2022                              | 3136AEGO4 | 199,709.05          | AA+           | Aaa               | 09/11/19      | 09/16/19       | 200,953.43          | 2.08           | 379.45              | 200,451.22          | 203,928.13          |
| FNA 2013-M7 A2<br>DTD 05/01/2013 2.280% 12/01/2022                              | 3136AEGO4 | 264,549.65          | AA+           | Aaa               | 09/04/19      | 09/09/19       | 268,015.52          | 1.86           | 502.64              | 266,604.48          | 270,138.55          |
| FHMS KP05 A<br>DTD 12/01/2018 3.203% 07/01/2023                                 | 3137FKK39 | 52,741.84           | AA+           | Aaa               | 12/07/18      | 12/17/18       | 52,741.68           | 3.20           | 140.78              | 52,741.75           | 54,128.37           |
| FHMS KJ27 A1<br>DTD 11/01/2019 2.092% 07/01/2024                                | 3137FO3V3 | 161,202.33          | AA+           | Aaa               | 11/20/19      | 11/26/19       | 161,198.48          | 2.09           | 281.03              | 161,199.40          | 165,661.66          |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP     | Par                 | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost    | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost   | Market<br>Value     |
|---------------------------------------------------------|-----------|---------------------|---------------|-------------------|---------------|----------------|---------------------|----------------|---------------------|---------------------|---------------------|
| <b>Security Type Sub-Total</b>                          |           | <b>1,970,077.44</b> |               |                   |               |                | <b>1,985,467.61</b> | <b>2.30</b>    | <b>4,183.09</b>     | <b>1,977,578.93</b> | <b>2,009,651.10</b> |
| <b>Federal Agency Bond / Note</b>                       |           |                     |               |                   |               |                |                     |                |                     |                     |                     |
| FREDDIE MAC NOTES<br>DTD 04/20/2020 0.375% 04/20/2023   | 3137EAE08 | 2,200,000.00        | AA+           | Aaa               | 04/17/20      | 04/20/20       | 2,194,500.00        | 0.46           | 1,627.08            | 2,195,785.84        | 2,210,951.60        |
| FREDDIE MAC NOTES<br>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           | 554.17              | 950,609.43          | 954,814.60          |
| FREDDIE MAC NOTES<br>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           | 965.41              | 1,654,456.89        | 1,663,387.54        |
| FANNIE MAE NOTES<br>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           | 250.52              | 922,587.44          | 927,033.15          |
| FANNIE MAE NOTES<br>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           | 473.96              | 1,745,810.05        | 1,753,846.50        |
| FREDDIE MAC NOTES<br>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           | 56.25               | 1,616,086.08        | 1,623,299.94        |
| FANNIE MAE NOTES<br>DTD 07/10/2020 0.250% 07/10/2023    | 3135G05G4 | 1,375,000.00        | AA+           | Aaa               | 10/07/20      | 10/08/20       | 1,374,505.00        | 0.26           | 1,632.81            | 1,374,546.87        | 1,377,499.75        |
| FANNIE MAE NOTES<br>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           | 2,131.57            | 1,791,757.53        | 1,798,263.31        |
| FREDDIE MAC NOTES<br>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           | 631.95              | 699,060.60          | 701,150.10          |
| FREDDIE MAC NOTES<br>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           | 1,151.04            | 1,273,857.03        | 1,277,094.83        |
| FREDDIE MAC NOTES<br>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           | 597.19              | 735,119.69          | 736,029.00          |
| FREDDIE MAC NOTES<br>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           | 946.56              | 1,164,657.18        | 1,166,631.00        |
| FREDDIE MAC NOTES<br>DTD 09/04/2020 0.250% 09/08/2023   | 3137EAEW5 | 1,300,000.00        | AA+           | Aaa               | 10/07/20      | 10/08/20       | 1,299,584.00        | 0.26           | 1,056.25            | 1,299,617.20        | 1,301,820.00        |
| FREDDIE MAC NOTES<br>DTD 11/05/2020 0.250% 11/06/2023   | 3137EAEZ8 | 2,000,000.00        | AA+           | Aaa               | 11/03/20      | 11/05/20       | 1,998,200.00        | 0.28           | 777.78              | 1,998,293.61        | 2,002,400.00        |





## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity                        | CUSIP     | Par                  | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost     | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost    | Market<br>Value      |
|--------------------------------------------------------------------------------|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| <b>Federal Agency Bond / Note</b>                                              |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| FREDDIE MAC NOTES<br>DTD 12/04/2020 0.250% 12/04/2023                          | 3137EAF2  | 1,555,000.00         | AA+           | Aaa               | 12/02/20      | 12/04/20       | 1,553,460.55         | 0.28           | 291.56              | 1,553,499.91         | 1,556,917.32         |
| <b>Security Type Sub-Total</b>                                                 |           | <b>21,000,000.00</b> |               |                   |               |                | <b>20,970,845.57</b> | <b>0.33</b>    | <b>13,144.10</b>    | <b>20,975,745.35</b> | <b>21,051,138.64</b> |
| <b>Corporate Note</b>                                                          |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| AMERICAN HONDA FINANCE CORP NOTES<br>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           | 492.19              | 249,964.43           | 257,115.75           |
| TOYOTA MOTOR CREDIT CORP BONDS<br>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           | 4,235.83            | 343,026.07           | 353,077.14           |
| NATIONAL RURAL UTIL COOP CORP NOTE<br>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           | 1,412.15            | 174,917.19           | 177,708.65           |
| PACCAR FINANCIAL CORP NOTE<br>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           | 1,615.00            | 169,942.13           | 175,088.95           |
| HOME DEPOT INC<br>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           | 2,437.50            | 224,778.67           | 232,719.98           |
| 3M COMPANY BONDS<br>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           | 2,291.67            | 249,954.83           | 256,725.00           |
| PFIZER INC CORP BONDS<br>DTD 03/11/2019 2.800% 03/11/2022                      | 717081ER0 | 230,000.00           | A+            | A2                | 03/04/19      | 03/11/19       | 229,986.20           | 2.80           | 1,967.78            | 229,994.54           | 236,885.74           |
| US BANCORP (CALLABLE) NOTE<br>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           | 927.50              | 105,914.87           | 108,243.87           |
| US BANCORP (CALLABLE) NOTE<br>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           | 2,650.00            | 302,598.13           | 309,268.20           |
| JOHN DEERE CAPITAL CORP<br>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           | 2,028.13            | 274,946.42           | 284,265.30           |
| GOLDMAN SACHS GROUP INC (CALLABLE)<br>NOTE<br>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           | 2,166.67            | 398,191.97           | 403,338.40           |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity                         | CUSIP     | Par        | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|---------------------------------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| <b>Corporate Note</b>                                                           |           |            |               |                   |               |                |                  |                |                     |                   |                 |
| PACCAR FINANCIAL CORP CORP NOTES<br>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           | 1,501.67            | 399,902.64        | 412,977.60      |
| MORGAN STANLEY CORP NOTES<br>DTD 05/19/2017 2.750% 05/19/2022                   | 61744YAH1 | 375,000.00 | BBB+          | A2                | 04/05/19      | 04/09/19       | 372,513.75       | 2.97           | 1,203.13            | 373,899.13        | 387,174.00      |
| BRANCH BANKING & TRUST CORP NOTES<br>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           | 745.56              | 799,989.21        | 829,950.40      |
| AMERICAN HONDA FINANCE<br>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           | 134.44              | 549,749.77        | 565,189.35      |
| IBM CORP NOTES<br>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           | 2,539.06            | 324,406.05        | 333,388.58      |
| HONEYWELL INTERNATIONAL (CALLABLE)<br>NOTE<br>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           | 1,409.15            | 164,911.20        | 169,684.02      |
| HONEYWELL INTERNATIONAL CORPORATE<br>NOTES<br>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           | 788.10              | 445,000.00        | 445,646.59      |
| BANK OF NY MELLON CORP CORP NOTES<br>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           | 1,213.33            | 175,267.14        | 179,700.50      |
| BANK OF NY MELLON CORP CORP NOTES<br>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           | 1,733.34            | 249,956.28        | 256,715.00      |
| CATERPILLAR FINANCIAL SERVICES CORP<br>NOTE<br>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           | 2,549.17            | 419,673.48        | 431,532.78      |
| APPLE INC<br>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           | 1,168.75            | 224,978.43        | 230,550.08      |
| CLOROX COMPANY CORP NOTE (CALLABLE)<br>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           | 3,143.19            | 361,086.35        | 363,399.75      |
| CATERPILLAR FINL SERVICE<br>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           | 582.29              | 249,924.14        | 257,810.50      |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity                        | CUSIP     | Par        | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|--------------------------------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| <b>Corporate Note</b>                                                          |           |            |               |                   |               |                |                  |                |                     |                   |                 |
| BANK OF NY MELLON CORP NOTES<br>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           | 1,582.78            | 199,903.34        | 205,872.00      |
| ADOBE INC CORP NOTE<br>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           | 708.33              | 99,904.70         | 102,851.30      |
| ADOBE INC CORP NOTE<br>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           | 1,593.75            | 224,964.00        | 231,415.43      |
| JPMORGAN CHASE & CO BONDS<br>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           | 6,414.00            | 800,000.00        | 827,534.40      |
| EXXON MOBIL CORPORATION CORPORATE<br>NOTES<br>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           | 746.23              | 227,268.68        | 229,227.08      |
| PEPSICO INC CORPORATE NOTES<br>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           | 268.75              | 214,669.55        | 217,690.08      |
| CHEVRON CORP CORPORATE NOTES<br>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           | 206.01              | 130,000.00        | 132,442.57      |
| APPLE INC CORPORATE NOTES<br>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           | 291.67              | 279,401.85        | 283,464.16      |
| GENERAL DYNAMICS CORP NOTES<br>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           | 1,401.56            | 342,698.27        | 347,512.10      |
| AMAZON.COM INC CORPORATE NOTES<br>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           | 147.78              | 474,463.75        | 477,537.93      |
| PACCAR FINANCIAL CORP CORPORATE<br>NOTES<br>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           | 38.33               | 74,915.46         | 75,751.95       |
| CHEVRON CORP<br>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           | 263.70              | 441,067.99        | 451,018.93      |
| JOHN DEERE CAPITAL CORP CORPORATE<br>NOTES<br>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           | 885.50              | 219,853.40        | 222,203.52      |





## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity                      | CUSIP     | Par        | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|------------------------------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| <b>Corporate Note</b>                                                        |           |            |               |                   |               |                |                  |                |                     |                   |                 |
| TOYOTA MOTOR CREDIT CORP CORPORATE NOTES<br>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           | 2,362.50            | 499,849.32        | 512,604.50      |
| UNILEVER CAPITAL CORP CORPORATE NOTES<br>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           | 139.32              | 124,855.93        | 125,633.38      |
| PEPSICO INC CORPORATE NOTES<br>DTD 10/07/2020 0.400% 10/07/2023              | 713448FB9 | 100,000.00 | A+            | A1                | 10/05/20      | 10/07/20       | 99,943.00        | 0.42           | 93.33               | 99,947.48         | 100,280.90      |
| JOHN DEERE CAPITAL CORP CORPORATE NOTES<br>DTD 10/09/2020 0.400% 10/10/2023  | 24422EVJ5 | 100,000.00 | A             | A2                | 10/06/20      | 10/09/20       | 99,884.00        | 0.44           | 91.11               | 99,892.89         | 100,386.80      |
| CITIGROUP INC CORP NOTES<br>DTD 10/25/2013 3.875% 10/25/2023                 | 172967HD6 | 325,000.00 | BBB+          | A3                | 10/02/20      | 10/06/20       | 356,525.00       | 0.66           | 2,308.85            | 354,062.99        | 357,038.18      |
| BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP<br>DTD 11/13/2020 0.537% 11/13/2023  | 110122DT2 | 425,000.00 | A+            | A2                | 11/09/20      | 11/13/20       | 425,000.00       | 0.54           | 304.30              | 425,000.00        | 425,220.58      |
| GOLDMAN SACHS GROUP INC CORPORATE NOTES<br>DTD 11/19/2020 0.627% 11/17/2023  | 38141GXL3 | 275,000.00 | BBB+          | A3                | 11/16/20      | 11/19/20       | 275,000.00       | 0.63           | 201.16              | 275,000.00        | 275,920.43      |
| IBM CORP NOTES<br>DTD 02/12/2014 3.625% 02/12/2024                           | 459200HU8 | 300,000.00 | A             | A2                | 10/02/20      | 10/06/20       | 329,799.00       | 0.62           | 4,198.96            | 327,680.93        | 328,519.50      |
| COMCAST CORP (CALLABLE) CORPORATE NOTES<br>DTD 10/05/2018 3.700% 04/15/2024  | 20030NCRO | 300,000.00 | A-            | A3                | 05/07/20      | 05/11/20       | 328,677.00       | 1.20           | 2,343.33            | 323,877.07        | 329,683.50      |
| MORGAN STANLEY CORP NOTES<br>DTD 04/24/2018 3.737% 04/24/2024                | 61744YAO1 | 325,000.00 | BBB+          | A2                | 10/02/20      | 10/06/20       | 349,755.25       | 1.52           | 2,260.37            | 348,093.44        | 348,446.48      |
| CITIGROUP INC CORPORATE NOTES<br>DTD 05/14/2020 1.678% 05/15/2024            | 172967MR9 | 50,000.00  | BBB+          | A3                | 10/02/20      | 10/06/20       | 51,235.50        | 0.98           | 107.21              | 51,153.88         | 51,521.85       |
| CITIGROUP INC CORPORATE NOTES<br>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           | 643.23              | 300,000.00        | 309,131.10      |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity                         | CUSIP     | Par                  | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost     | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost    | Market<br>Value      |
|---------------------------------------------------------------------------------|-----------|----------------------|---------------|-------------------|---------------|----------------|----------------------|----------------|---------------------|----------------------|----------------------|
| <b>Corporate Note</b>                                                           |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| BANK OF AMERICA CORP NOTES<br>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           | 1,695.87            | 107,879.18           | 108,512.00           |
| BANK OF AMERICA CORP NOTES<br>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           | 3,815.70            | 243,587.97           | 244,152.00           |
| BRISTOL MYERS SQUIBB CO CORP NOTES<br>(CALL<br>DTD 07/15/2020 2.900% 07/26/2024 | 110122CM8 | 245,000.00           | A+            | A2                | 10/05/20      | 10/07/20       | 265,259.05           | 0.69           | 3,276.20            | 263,976.08           | 264,825.65           |
| BANK OF AMERICA CORP CORPORATE<br>NOTES<br>DTD 10/21/2020 0.810% 10/24/2024     | 06051GJH3 | 475,000.00           | A-            | A2                | 10/16/20      | 10/21/20       | 475,000.00           | 0.81           | 748.12              | 475,000.00           | 478,981.45           |
| <b>Security Type Sub-Total</b>                                                  |           | <b>15,320,000.00</b> |               |                   |               |                | <b>15,536,874.55</b> | <b>1.81</b>    | <b>80,073.55</b>    | <b>15,511,941.22</b> | <b>15,823,535.88</b> |
| <b>Certificate of Deposit</b>                                                   |           |                      |               |                   |               |                |                      |                |                     |                      |                      |
| CREDIT AGRICOLE CIB NY CERT DEPOS<br>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           | 16,449.38           | 775,000.00           | 780,075.48           |
| ROYAL BANK OF CANADA NY CD<br>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           | 2,052.00            | 950,000.00           | 963,168.90           |
| CREDIT SUISSE NEW YORK CERT DEPOS<br>DTD 08/07/2020 0.520% 02/01/2022           | 22549L6F7 | 725,000.00           | A+            | Aa3               | 08/05/20      | 08/07/20       | 725,000.00           | 0.52           | 1,539.42            | 725,000.00           | 726,303.55           |
| SOCIETE GENERALE NY CERT DEPOS<br>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           | 5,993.75            | 875,000.00           | 889,358.75           |
| SUMITOMO MITSUI BANK NY CERT DEPOS<br>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           | 2,410.63            | 725,000.00           | 726,903.85           |
| NORDEA BANK ABP NEW YORK CERT DEPOS<br>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           | 5,262.22            | 800,000.00           | 821,947.20           |
| SKANDINAV ENSKILDA BANK LT CD<br>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           | 5,290.67            | 800,000.00           | 822,078.40           |
| DNB BANK ASA/NY LT CD<br>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           | 1,487.50            | 875,000.00           | 905,989.88           |



## Managed Account Detail of Securities Held

For the Month Ending December 31, 2020

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description<br>Dated Date/Coupon/Maturity           | CUSIP     | Par                 | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost    | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost   | Market<br>Value     |
|-------------------------------------------------------------------|-----------|---------------------|---------------|-------------------|---------------|----------------|---------------------|----------------|---------------------|---------------------|---------------------|
| <b>Security Type Sub-Total</b>                                    |           | <b>6,525,000.00</b> |               |                   |               |                | <b>6,525,000.00</b> | <b>1.91</b>    | <b>40,485.57</b>    | <b>6,525,000.00</b> | <b>6,635,826.01</b> |
| <b>Bank Note</b>                                                  |           |                     |               |                   |               |                |                     |                |                     |                     |                     |
| PNC BANK NA CORP NOTES<br>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           | 950.35              | 440,276.22          | 456,288.93          |
| <b>Security Type Sub-Total</b>                                    |           | <b>425,000.00</b>   |               |                   |               |                | <b>454,818.00</b>   | <b>1.28</b>    | <b>950.35</b>       | <b>440,276.22</b>   | <b>456,288.93</b>   |
| <b>Asset-Backed Security</b>                                      |           |                     |               |                   |               |                |                     |                |                     |                     |                     |
| MBALT 2018-B A3<br>DTD 11/20/2018 3.210% 09/15/2021               | 58769LAC6 | 143,445.60          | AAA           | NR                | 11/15/18      | 11/20/18       | 143,442.39          | 3.21           | 204.65              | 143,444.80          | 143,676.66          |
| FORDL 2018-B A3<br>DTD 09/21/2018 3.190% 12/15/2021               | 34531LAD2 | 10,329.21           | NR            | Aaa               | 09/18/18      | 09/21/18       | 10,328.34           | 3.19           | 14.64               | 10,328.95           | 10,336.82           |
| GMALT 2019-1 A3<br>DTD 02/21/2019 2.980% 12/20/2021               | 36256UAD0 | 110,644.43          | AAA           | Aaa               | 02/13/19      | 02/21/19       | 110,627.05          | 2.99           | 100.75              | 110,638.49          | 111,117.51          |
| FORDL 2019-A A3<br>DTD 02/25/2019 2.900% 05/15/2022               | 34532FAD4 | 198,758.55          | AAA           | NR                | 02/20/19      | 02/25/19       | 198,743.00          | 2.90           | 256.18              | 198,751.95          | 199,820.76          |
| NALT 2019-B A3<br>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              | 294,991.37          | 297,219.17          |
| VWALT 2019-A A3<br>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              | 219,997.90          | 223,081.10          |
| HART 2018-B A3<br>DTD 12/12/2018 3.200% 12/15/2022                | 44933AAC1 | 193,161.53          | AAA           | Aaa               | 12/04/18      | 12/12/18       | 193,159.21          | 3.20           | 274.72              | 193,160.40          | 195,751.59          |
| HAROT 2018-4 A3<br>DTD 11/28/2018 3.160% 01/15/2023               | 43815AAC6 | 511,787.90          | AAA           | Aaa               | 11/20/18      | 11/28/18       | 511,711.39          | 3.16           | 718.78              | 511,750.18          | 519,249.61          |
| TOYOTA AUTO RECEIVABLES OWNER<br>DTD 11/07/2018 3.180% 03/15/2023 | 89231PAD0 | 257,616.90          | AAA           | Aaa               | 10/31/18      | 11/07/18       | 257,561.18          | 3.19           | 364.10              | 257,588.74          | 261,342.58          |
| HAROT 2019-1 A3<br>DTD 02/27/2019 2.830% 03/20/2023               | 43814WAC9 | 113,305.27          | AAA           | NR                | 02/19/19      | 02/27/19       | 113,302.23          | 2.83           | 115.79              | 113,303.61          | 115,223.10          |
| VALET 2018-2 A3<br>DTD 11/21/2018 3.250% 04/20/2023               | 92869BAD4 | 384,018.73          | AAA           | Aaa               | 11/15/18      | 11/21/18       | 384,002.60          | 3.25           | 381.35              | 384,010.33          | 390,819.20          |





## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity            | CUSIP     | Par        | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|--------------------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| <b>Asset-Backed Security</b>                                       |           |            |               |                   |               |                |                  |                |                     |                   |                 |
| CARMAX AUTO OWNER TRUST<br>DTD 07/25/2018 3.130% 06/15/2023        | 14313FAD1 | 223,355.32 | AAA           | NR                | 07/18/18      | 07/25/18       | 223,324.88       | 3.13           | 310.71              | 223,340.07        | 227,089.37      |
| HYUNDAI AUTO RECEIVABLES TRUST<br>DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 321,614.44 | AAA           | NR                | 04/03/19      | 04/10/19       | 321,572.11       | 2.66           | 380.22              | 321,589.63        | 326,205.33      |
| NAROT 2018-C A3<br>DTD 12/12/2018 3.220% 06/15/2023                | 65478NAD7 | 635,279.07 | AAA           | Aaa               | 12/04/18      | 12/12/18       | 635,157.35       | 3.22           | 909.15              | 635,212.89        | 646,319.90      |
| HAROT 2019-3 A3<br>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              | 189,998.96        | 193,074.96      |
| GMALT 2020-3 A3<br>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           | 31.63               | 229,979.93        | 230,473.94      |
| ALLYA 2019-1 A3<br>DTD 02/13/2019 2.910% 09/15/2023                | 02004WAC5 | 234,448.56 | NR            | Aaa               | 02/05/19      | 02/13/19       | 234,420.24       | 2.91           | 303.22              | 234,431.87        | 238,568.24      |
| CARMAX AUTO OWNER TRUST<br>DTD 10/24/2018 3.360% 09/15/2023        | 14315EAC4 | 243,918.06 | AAA           | NR                | 10/17/18      | 10/24/18       | 243,915.83       | 3.36           | 364.25              | 243,916.83        | 249,110.12      |
| FORDO 2019-A A3<br>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              | 629,936.11        | 641,016.24      |
| NAROT 2019-A A3<br>DTD 02/13/2019 2.900% 10/15/2023                | 65479KAD2 | 482,288.05 | NR            | Aaa               | 02/05/19      | 02/13/19       | 482,214.99       | 2.90           | 621.62              | 482,244.47        | 491,082.19      |
| MBALT 2020-B A3<br>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           | 22.22               | 124,994.21        | 125,260.63      |
| COPAR 2019-1 A3<br>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              | 229,970.04        | 233,918.30      |
| GMCAR 2019-1 A3<br>DTD 01/16/2019 2.970% 11/16/2023                | 36256XAD4 | 311,805.12 | NR            | Aaa               | 01/08/19      | 01/16/19       | 311,770.60       | 2.97           | 385.86              | 311,784.60        | 316,782.78      |
| FIFTH THIRD AUTO TRUST<br>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              | 284,959.85        | 289,367.88      |
| HDMOT 2019-A A3<br>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              | 399,979.18        | 404,823.28      |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP     | Par        | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|---------------------------------------------------------|-----------|------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| <b>Asset-Backed Security</b>                            |           |            |               |                   |               |                |                  |                |                     |                   |                 |
| GMCAR 2019-2 A3<br>DTD 04/17/2019 2.650% 02/16/2024     | 36257FAD2 | 391,838.61 | AAA           | Aaa               | 04/09/19      | 04/17/19       | 391,806.72       | 2.65           | 432.66              | 391,818.01        | 398,687.01      |
| CARMX 2019-2 A3<br>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              | 264,982.35        | 271,193.61      |
| VZOT 2019-C A1A<br>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              | 554,968.85        | 566,841.87      |
| VZOT 2020-A A1A<br>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              | 214,980.02        | 219,661.50      |
| COMET 2019-A2 A2<br>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              | 799,852.55        | 819,542.32      |
| HDMOT 2020-A A3<br>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              | 199,964.95        | 203,617.00      |
| TAOT 2020-C A3<br>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               | 319,977.89        | 321,134.05      |
| DCENT 2019-A3 A<br>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              | 329,945.87        | 339,643.13      |
| BMWOT 2020-A A3<br>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               | 194,986.88        | 195,881.97      |
| CARMX 2020-1 A3<br>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              | 244,961.19        | 251,371.69      |
| HART 2020-B A3<br>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               | 309,947.85        | 311,238.33      |
| MBART 2020-1 A3<br>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               | 314,978.18        | 316,552.79      |
| VZOT 2020-B A<br>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           | 71.81               | 499,904.02        | 501,502.50      |
| WOART 2020-B A3<br>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               | 269,981.09        | 271,762.91      |



## Managed Account Detail of Securities Held

For the Month Ending **December 31, 2020**

CITY OF ANTIOCH, CA - 04380500

| Security Type/Description<br>Dated Date/Coupon/Maturity | CUSIP | Par             | S&P<br>Rating | Moody's<br>Rating | Trade<br>Date | Settle<br>Date | Original<br>Cost | YTM<br>at Cost | Accrued<br>Interest | Amortized<br>Cost | Market<br>Value |
|---------------------------------------------------------|-------|-----------------|---------------|-------------------|---------------|----------------|------------------|----------------|---------------------|-------------------|-----------------|
| Security Type Sub-Total                                 |       | 11,892,615.35   |               |                   |               |                | 11,891,056.47    | 2.20           | 10,955.24           | 11,891,555.06     | 12,069,361.94   |
| Managed Account Sub-Total                               |       | 92,417,692.79   |               |                   |               |                | 92,713,931.89    | 1.39           | 334,454.75          | 92,681,617.09     | 94,082,186.72   |
| Securities Sub-Total                                    |       | \$92,417,692.79 |               |                   |               |                | \$92,713,931.89  | 1.39%          | \$334,454.75        | \$92,681,617.09   | \$94,082,186.72 |
| Accrued Interest                                        |       |                 |               |                   |               |                |                  |                |                     |                   | \$334,454.75    |
| Total Investments                                       |       |                 |               |                   |               |                |                  |                |                     |                   | \$94,416,641.47 |





## Managed Account Security Transactions & Interest

For the Month Ending December 31, 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 |
|-----------------------------------|----------|----------|---------------------------------------------------------------------------------|-----------|---------------------|-----------------------|------------------|-----------------------|-------------------|-------------------------|-------------|
| <b>BUY</b>                        |          |          |                                                                                 |           |                     |                       |                  |                       |                   |                         |             |
|                                   | 12/01/20 | 12/03/20 | US TREASURY N/B NOTES<br>DTD 11/15/2020 0.250% 11/15/2023                       | 91282CAW1 | 4,150,000.00        | (4,153,890.63)        | (515.88)         | (4,154,406.51)        |                   |                         |             |
|                                   | 12/02/20 | 12/04/20 | FREDDIE MAC NOTES<br>DTD 12/04/2020 0.250% 12/04/2023                           | 3137EAFA2 | 1,555,000.00        | (1,553,460.55)        | 0.00             | (1,553,460.55)        |                   |                         |             |
|                                   | 12/16/20 | 12/23/20 | NY ST URBAN DEV CORP TXBL REV<br>BONDS<br>DTD 12/23/2020 0.620% 03/15/2024      | 650036DS2 | 640,000.00          | (640,000.00)          | 0.00             | (640,000.00)          |                   |                         |             |
|                                   | 12/16/20 | 12/23/20 | NY ST URBAN DEV CORP TXBL REV<br>BONDS<br>DTD 12/23/2020 0.480% 03/15/2023      | 650036DR4 | 215,000.00          | (215,000.00)          | 0.00             | (215,000.00)          |                   |                         |             |
| <b>Transaction Type Sub-Total</b> |          |          |                                                                                 |           | <b>6,560,000.00</b> | <b>(6,562,351.18)</b> | <b>(515.88)</b>  | <b>(6,562,867.06)</b> |                   |                         |             |
| <b>INTEREST</b>                   |          |          |                                                                                 |           |                     |                       |                  |                       |                   |                         |             |
|                                   | 12/01/20 | 12/01/20 | CA ST DEPT WTR RES WTR SYS TXBL<br>REV BNDS<br>DTD 08/06/2020 0.414% 12/01/2023 | 13067WRA2 | 450,000.00          | 0.00                  | 595.13           | 595.13                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FHLMC MULTIFAMILY STRUCTURED P<br>DTD 11/01/2015 2.716% 06/01/2022              | 3137BLUR7 | 375,000.00          | 0.00                  | 848.75           | 848.75                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FHLMC MULTIFAMILY STRUCTURED P<br>DTD 05/01/2013 2.510% 11/01/2022              | 3137B1BS0 | 375,000.00          | 0.00                  | 784.38           | 784.38                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FHMS KJ27 A1<br>DTD 11/01/2019 2.092% 07/01/2024                                | 3137FO3V3 | 166,415.73          | 0.00                  | 363.01           | 363.01                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FHLMC MULTIFAMILY STRUCTURED P<br>DTD 12/01/2012 2.355% 07/01/2022              | 3137AVXN2 | 360,000.00          | 0.00                  | 706.50           | 706.50                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FNA 2018-M5 A2<br>DTD 04/01/2018 3.560% 09/01/2021                              | 3136B1XP4 | 196,701.48          | 0.00                  | 584.70           | 584.70                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FHMS KP05 A<br>DTD 12/01/2018 3.203% 07/01/2023                                 | 3137FKK39 | 105,843.45          | 0.00                  | 282.51           | 282.51                |                   |                         |             |
|                                   | 12/01/20 | 12/25/20 | FNA 2013-M7 A2<br>DTD 05/01/2013 2.280% 12/01/2022                              | 3136AEGO4 | 465,263.19          | 0.00                  | 884.00           | 884.00                |                   |                         |             |
|                                   | 12/02/20 | 12/02/20 | DNB BANK ASA/NY LT CD<br>DTD 12/06/2019 2.040% 12/02/2022                       | 23341VZT1 | 875,000.00          | 0.00                  | 9,073.75         | 9,073.75              |                   |                         |             |
|                                   | 12/03/20 | 12/03/20 | AMAZON.COM INC CORPORATE NOTES<br>DTD 06/03/2020 0.400% 06/03/2023              | 023135BP0 | 475,000.00          | 0.00                  | 950.00           | 950.00                |                   |                         |             |



## Managed Account Security Transactions & Interest

For the Month Ending **December 31, 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         |          |                                                                              |           |            |           |  |  |           |  |  |           |              |  |  |              |  |  |      |        |
| 12/07/20         | 12/07/20 | ROYAL BANK OF CANADA NY CD<br>DTD 06/08/2018 3.240% 06/07/2021               | 78012UEE1 | 950,000.00 | 0.00      |  |  | 15,390.00 |  |  | 15,390.00 |              |  |  |              |  |  |      |        |
| 12/08/20         | 12/08/20 | PNC BANK NA CORP NOTES<br>DTD 06/08/2018 3.500% 06/08/2023                   | 69353RFL7 | 425,000.00 | 0.00      |  |  | 7,437.50  |  |  | 7,437.50  |              |  |  |              |  |  |      |        |
| 12/08/20         | 12/08/20 | PACCAR FINANCIAL CORP CORPORATE<br>NOTES<br>DTD 06/08/2020 0.800% 06/08/2023 | 69371RQ82 | 75,000.00  | 0.00      |  |  | 300.00    |  |  | 300.00    |              |  |  |              |  |  |      |        |
| 12/10/20         | 12/10/20 | AMERICAN HONDA FINANCE CORP<br>NOTES<br>DTD 10/10/2018 3.375% 12/10/2021     | 02665WCP4 | 250,000.00 | 0.00      |  |  | 4,218.75  |  |  | 4,218.75  |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | CARMAX AUTO OWNER TRUST<br>DTD 07/25/2018 3.130% 06/15/2023                  | 14313FAD1 | 240,245.99 | 0.00      |  |  | 626.64    |  |  | 626.64    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | TOYOTA AUTO RECEIVABLES OWNER<br>DTD 11/07/2018 3.180% 03/15/2023            | 89231PAD0 | 278,519.33 | 0.00      |  |  | 738.08    |  |  | 738.08    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | MBART 2020-1 A3<br>DTD 06/23/2020 0.550% 02/18/2025                          | 58769VAC4 | 315,000.00 | 0.00      |  |  | 144.38    |  |  | 144.38    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | NALT 2019-B A3<br>DTD 07/24/2019 2.270% 07/15/2022                           | 65478LAD1 | 295,000.00 | 0.00      |  |  | 558.04    |  |  | 558.04    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | FORDO 2019-A A3<br>DTD 03/22/2019 2.780% 09/15/2023                          | 34533FAD3 | 630,000.00 | 0.00      |  |  | 1,459.50  |  |  | 1,459.50  |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | HART 2020-B A3<br>DTD 07/22/2020 0.480% 12/16/2024                           | 44933FAC0 | 310,000.00 | 0.00      |  |  | 124.00    |  |  | 124.00    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | HDMOT 2020-A A3<br>DTD 01/29/2020 1.870% 10/15/2024                          | 41284UAD6 | 200,000.00 | 0.00      |  |  | 311.67    |  |  | 311.67    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | HYUNDAI AUTO RECEIVABLES TRUST<br>DTD 04/10/2019 2.660% 06/15/2023           | 44932NAD2 | 335,000.00 | 0.00      |  |  | 742.58    |  |  | 742.58    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | HAROT 2018-4 A3<br>DTD 11/28/2018 3.160% 01/15/2023                          | 43815AAC6 | 556,132.85 | 0.00      |  |  | 1,464.48  |  |  | 1,464.48  |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | CARMX 2019-2 A3<br>DTD 04/17/2019 2.680% 03/15/2024                          | 14316LAC7 | 265,000.00 | 0.00      |  |  | 591.83    |  |  | 591.83    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | CARMX 2020-1 A3<br>DTD 01/22/2020 1.890% 12/16/2024                          | 14315XAC2 | 245,000.00 | 0.00      |  |  | 385.88    |  |  | 385.88    |              |  |  |              |  |  |      |        |
| 12/15/20         | 12/15/20 | FIFTH THIRD AUTO TRUST<br>DTD 05/08/2019 2.640% 12/15/2023                   | 31680YAD9 | 285,000.00 | 0.00      |  |  | 627.00    |  |  | 627.00    |              |  |  |              |  |  |      |        |



## Managed Account Security Transactions & Interest

For the Month Ending December 31, 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         |          |                                                             |           |            |           |          |        |          |              |              |      |
| 12/15/20         | 12/15/20 | MBALT 2020-B A3<br>DTD 09/23/2020 0.400% 11/15/2023         | 58769EAC2 | 125,000.00 | 0.00      |          | 41.67  | 41.67    |              |              |      |
| 12/15/20         | 12/15/20 | HART 2018-B A3<br>DTD 12/12/2018 3.200% 12/15/2022          | 44933AAC1 | 211,721.59 | 0.00      |          | 564.59 | 564.59   |              |              |      |
| 12/15/20         | 12/15/20 | MBALT 2018-B A3<br>DTD 11/20/2018 3.210% 09/15/2021         | 58769LAC6 | 213,436.29 | 0.00      |          | 570.94 | 570.94   |              |              |      |
| 12/15/20         | 12/15/20 | DCENT 2019-A3 A<br>DTD 10/31/2019 1.890% 10/15/2024         | 254683CM5 | 330,000.00 | 0.00      |          | 519.75 | 519.75   |              |              |      |
| 12/15/20         | 12/15/20 | ALLYA 2019-1 A3<br>DTD 02/13/2019 2.910% 09/15/2023         | 02004WAC5 | 250,742.00 | 0.00      |          | 608.05 | 608.05   |              |              |      |
| 12/15/20         | 12/15/20 | WOART 2020-B A3<br>DTD 06/24/2020 0.630% 05/15/2025         | 98163WAC0 | 270,000.00 | 0.00      |          | 141.75 | 141.75   |              |              |      |
| 12/15/20         | 12/15/20 | NAROT 2019-A A3<br>DTD 02/13/2019 2.900% 10/15/2023         | 65479KAD2 | 513,878.16 | 0.00      | 1,241.87 |        | 1,241.87 |              |              |      |
| 12/15/20         | 12/15/20 | HDMOT 2019-A A3<br>DTD 06/26/2019 2.340% 02/15/2024         | 41284WAC4 | 400,000.00 | 0.00      | 780.00   |        | 780.00   |              |              |      |
| 12/15/20         | 12/15/20 | HAROT 2019-3 A3<br>DTD 08/27/2019 1.780% 08/15/2023         | 43815NAC8 | 190,000.00 | 0.00      | 281.83   |        | 281.83   |              |              |      |
| 12/15/20         | 12/15/20 | TAOT 2020-C A3<br>DTD 07/27/2020 0.440% 10/15/2024          | 89237VAB5 | 320,000.00 | 0.00      | 117.33   |        | 117.33   |              |              |      |
| 12/15/20         | 12/15/20 | FORDL 2018-B A3<br>DTD 09/21/2018 3.190% 12/15/2021         | 34531LAD2 | 43,742.35  | 0.00      | 116.28   |        | 116.28   |              |              |      |
| 12/15/20         | 12/15/20 | CARMAX AUTO OWNER TRUST<br>DTD 10/24/2018 3.360% 09/15/2023 | 14315EAC4 | 259,798.08 | 0.00      | 727.43   |        | 727.43   |              |              |      |
| 12/15/20         | 12/15/20 | NAROT 2018-C A3<br>DTD 12/12/2018 3.220% 06/15/2023         | 65478NAD7 | 682,249.27 | 0.00      | 1,830.70 |        | 1,830.70 |              |              |      |
| 12/15/20         | 12/15/20 | FORDL 2019-A A3<br>DTD 02/25/2019 2.900% 05/15/2022         | 34532FAD4 | 235,451.11 | 0.00      | 569.01   |        | 569.01   |              |              |      |
| 12/15/20         | 12/15/20 | COPAR 2019-1 A3<br>DTD 05/30/2019 2.510% 11/15/2023         | 14042WAC4 | 230,000.00 | 0.00      | 481.08   |        | 481.08   |              |              |      |
| 12/15/20         | 12/15/20 | COMET 2019-A2 A2<br>DTD 09/05/2019 1.720% 08/15/2024        | 14041NFU0 | 800,000.00 | 0.00      | 1,146.67 |        | 1,146.67 |              |              |      |
| 12/16/20         | 12/16/20 | GMCAR 2019-1 A3<br>DTD 01/16/2019 2.970% 11/16/2023         | 36256XAD4 | 335,274.51 | 0.00      | 829.80   |        | 829.80   |              |              |      |





## Managed Account Security Transactions & Interest

For the Month Ending **December 31, 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                   |          |                                                                          |           |               |           |           |           |              |              |        |
| 12/16/20                   | 12/16/20 | GMCAR 2019-2 A3<br>DTD 04/17/2019 2.650% 02/16/2024                      | 36257FAD2 | 417,334.25    | 0.00      | 921.61    | 921.61    |              |              |        |
| 12/18/20                   | 12/18/20 | HAROT 2019-1 A3<br>DTD 02/27/2019 2.830% 03/20/2023                      | 43814WAC9 | 120,000.00    | 0.00      | 283.00    | 283.00    |              |              |        |
| 12/20/20                   | 12/20/20 | VALET 2018-2 A3<br>DTD 11/21/2018 3.250% 04/20/2023                      | 92869BAD4 | 416,292.58    | 0.00      | 1,127.46  | 1,127.46  |              |              |        |
| 12/20/20                   | 12/20/20 | VZOT 2019-C A1A<br>DTD 10/08/2019 1.940% 04/22/2024                      | 92348AAA3 | 555,000.00    | 0.00      | 897.25    | 897.25    |              |              |        |
| 12/20/20                   | 12/20/20 | VWALT 2019-A A3<br>DTD 10/04/2019 1.990% 11/21/2022                      | 92867XAD8 | 220,000.00    | 0.00      | 364.83    | 364.83    |              |              |        |
| 12/20/20                   | 12/20/20 | VZOT 2020-A A1A<br>DTD 01/29/2020 1.850% 07/22/2024                      | 92348TAA2 | 215,000.00    | 0.00      | 331.46    | 331.46    |              |              |        |
| 12/20/20                   | 12/20/20 | GMALT 2019-1 A3<br>DTD 02/21/2019 2.980% 12/20/2021                      | 36256UAD0 | 141,355.27    | 0.00      | 351.03    | 351.03    |              |              |        |
| 12/20/20                   | 12/20/20 | BRANCH BANKING & TRUST CORP<br>NOTES<br>DTD 03/18/2019 3.050% 06/20/2022 | 05531FBG7 | 800,000.00    | 0.00      | 12,200.00 | 12,200.00 |              |              |        |
| 12/20/20                   | 12/20/20 | GMALT 2020-3 A3<br>DTD 09/29/2020 0.450% 08/21/2023                      | 362569AC9 | 230,000.00    | 0.00      | 86.25     | 86.25     |              |              |        |
| 12/20/20                   | 12/20/20 | VZOT 2020-B A<br>DTD 08/12/2020 0.470% 02/20/2025                        | 92290BAA9 | 500,000.00    | 0.00      | 195.83    | 195.83    |              |              |        |
| 12/24/20                   | 12/24/20 | CHEVRON CORP<br>DTD 06/24/2013 3.191% 06/24/2023                         | 166764AH3 | 425,000.00    | 0.00      | 6,780.88  | 6,780.88  |              |              |        |
| 12/25/20                   | 12/25/20 | BMWOT 2020-A A3<br>DTD 07/15/2020 0.480% 10/25/2024                      | 09661RAD3 | 195,000.00    | 0.00      | 78.00     | 78.00     |              |              |        |
| 12/26/20                   | 12/26/20 | FREDDIE MAC NOTES<br>DTD 06/26/2020 0.250% 06/26/2023                    | 3137EAES4 | 1,620,000.00  | 0.00      | 2,025.00  | 2,025.00  |              |              |        |
| 12/27/20                   | 12/29/20 | AMERICAN HONDA FINANCE<br>DTD 06/27/2019 2.200% 06/27/2022               | 02665WCY5 | 550,000.00    | 0.00      | 6,050.00  | 6,050.00  |              |              |        |
| Transaction Type Sub-Total |          |                                                                          |           | 21,315,397.48 | 0.00      | 92,454.41 | 92,454.41 |              |              |        |
| PAYDOWNS                   |          |                                                                          |           |               |           |           |           |              |              |        |
| 12/01/20                   | 12/25/20 | FHMS KP05 A<br>DTD 12/01/2018 3.203% 07/01/2023                          | 3137FKK39 | 53,101.61     | 53,101.61 | 0.00      | 53,101.61 | 0.16         | 0.00         |        |



## Managed Account Security Transactions & Interest

For the Month Ending December 31, 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         |          |                                                                    |           |           |           |          |           |              |              |      |        |
| 12/01/20         | 12/25/20 | FNA 2018-M5 A2<br>DTD 04/01/2018 3.560% 09/01/2021                 | 3136B1XP4 | 14,826.91 | 14,826.91 | 0.00     | 14,826.91 | (294.92)     | 0.00         |      |        |
| 12/01/20         | 12/25/20 | FHMS KJ27 A1<br>DTD 11/01/2019 2.092% 07/01/2024                   | 3137FO3V3 | 5,213.40  | 5,213.40  | 0.00     | 5,213.40  | 0.12         | 0.00         |      |        |
| 12/01/20         | 12/25/20 | FNA 2013-M7 A2<br>DTD 05/01/2013 2.280% 12/01/2022                 | 3136AEGO4 | 432.10    | 432.10    | 0.00     | 432.10    | (2.69)       | 0.00         |      |        |
| 12/01/20         | 12/25/20 | FNA 2013-M7 A2<br>DTD 05/01/2013 2.280% 12/01/2022                 | 3136AEGO4 | 572.39    | 572.39    | 0.00     | 572.39    | (7.50)       | 0.00         |      |        |
| 12/15/20         | 12/15/20 | FORDL 2018-B A3<br>DTD 09/21/2018 3.190% 12/15/2021                | 34531LAD2 | 33,413.14 | 33,413.14 | 0.00     | 33,413.14 | 2.83         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | TOYOTA AUTO RECEIVABLES OWNER<br>DTD 11/07/2018 3.180% 03/15/2023  | 89231PAD0 | 20,902.43 | 20,902.43 | 0.00     | 20,902.43 | 4.52         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | FORDL 2019-A A3<br>DTD 02/25/2019 2.900% 05/15/2022                | 34532FAD4 | 36,692.56 | 36,692.56 | 0.00     | 36,692.56 | 2.87         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | MBALT 2018-B A3<br>DTD 11/20/2018 3.210% 09/15/2021                | 58769LAC6 | 69,990.69 | 69,990.69 | 0.00     | 69,990.69 | 1.57         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | HART 2018-B A3<br>DTD 12/12/2018 3.200% 12/15/2022                 | 44933AAC1 | 18,560.06 | 18,560.06 | 0.00     | 18,560.06 | 0.22         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | NAROT 2018-C A3<br>DTD 12/12/2018 3.220% 06/15/2023                | 65478NAD7 | 46,970.20 | 46,970.20 | 0.00     | 46,970.20 | 9.00         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | HYUNDAI AUTO RECEIVABLES TRUST<br>DTD 04/10/2019 2.660% 06/15/2023 | 44932NAD2 | 13,385.56 | 13,385.56 | 0.00     | 13,385.56 | 1.76         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | CARMAX AUTO OWNER TRUST<br>DTD 10/24/2018 3.360% 09/15/2023        | 14315EAC4 | 15,880.02 | 15,880.02 | 0.00     | 15,880.02 | 0.15         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | ALLYA 2019-1 A3<br>DTD 02/13/2019 2.910% 09/15/2023                | 02004WAC5 | 16,293.44 | 16,293.44 | 0.00     | 16,293.44 | 1.97         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | NAROT 2019-A A3<br>DTD 02/13/2019 2.900% 10/15/2023                | 65479KAD2 | 31,590.11 | 31,590.11 | 0.00     | 31,590.11 | 4.79         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | CARMAX AUTO OWNER TRUST<br>DTD 07/25/2018 3.130% 06/15/2023        | 14313FAD1 | 16,890.67 | 16,890.67 | 0.00     | 16,890.67 | 2.30         | 0.00         |      |        |
| 12/15/20         | 12/15/20 | HAROT 2018-4 A3<br>DTD 11/28/2018 3.160% 01/15/2023                | 43815AAC6 | 44,344.95 | 44,344.95 | 0.00     | 44,344.95 | 6.63         | 0.00         |      |        |
| 12/16/20         | 12/16/20 | GMCAR 2019-2 A3<br>DTD 04/17/2019 2.650% 02/16/2024                | 36257FAD2 | 25,495.64 | 25,495.64 | 0.00     | 25,495.64 | 2.08         | 0.00         |      |        |



## Managed Account Security Transactions & Interest

For the Month Ending **December 31, 2020**

**CITY OF ANTIOCH, CA - 04380500**


| Transaction Type            |          | Security Description                                            | CUSIP     | Par          | Principal<br>Proceeds | Accrued<br>Interest | Total        | Realized G/L<br>Cost | Realized G/L<br>Amort Cost | Sale<br>Method |
|-----------------------------|----------|-----------------------------------------------------------------|-----------|--------------|-----------------------|---------------------|--------------|----------------------|----------------------------|----------------|
| Trade                       | Settle   |                                                                 |           |              |                       |                     |              |                      |                            |                |
| PAYDOWNS                    |          |                                                                 |           |              |                       |                     |              |                      |                            |                |
| 12/16/20                    | 12/16/20 | GMCAR 2019-1 A3<br>DTD 01/16/2019 2.970% 11/16/2023             | 36256XAD4 | 23,469.39    | 23,469.39             | 0.00                | 23,469.39    | 2.60                 | 0.00                       |                |
| 12/18/20                    | 12/18/20 | HAROT 2019-1 A3<br>DTD 02/27/2019 2.830% 03/20/2023             | 43814WAC9 | 6,694.73     | 6,694.73              | 0.00                | 6,694.73     | 0.18                 | 0.00                       |                |
| 12/20/20                    | 12/20/20 | GMALT 2019-1 A3<br>DTD 02/21/2019 2.980% 12/20/2021             | 36256UAD0 | 30,710.84    | 30,710.84             | 0.00                | 30,710.84    | 4.82                 | 0.00                       |                |
| 12/20/20                    | 12/20/20 | VALET 2018-2 A3<br>DTD 11/21/2018 3.250% 04/20/2023             | 92869BAD4 | 32,273.85    | 32,273.85             | 0.00                | 32,273.85    | 1.36                 | 0.00                       |                |
| Transaction Type Sub-Total  |          |                                                                 |           | 557,704.69   | 557,704.69            | 0.00                | 557,704.69   | (255.18)             | 0.00                       |                |
| SELL                        |          |                                                                 |           |              |                       |                     |              |                      |                            |                |
| 12/01/20                    | 12/03/20 | US TREASURY NOTES<br>DTD 10/31/2016 1.250% 10/31/2021           | 912828T67 | 875,000.00   | 884,023.44            | 997.06              | 885,020.50   | 16,406.26            | 12,432.48                  | FIFO           |
| 12/01/20                    | 12/03/20 | WALT DISNEY COMPANY/THE<br>DTD 09/06/2019 1.650% 09/01/2022     | 254687FJ0 | 215,000.00   | 219,704.20            | 906.58              | 220,610.78   | 5,170.75             | 4,976.60                   | FIFO           |
| 12/01/20                    | 12/03/20 | FANNIE MAE NOTES<br>DTD 01/11/2019 2.625% 01/11/2022            | 3135G0U92 | 800,000.00   | 821,952.00            | 8,283.34            | 830,235.34   | 21,744.00            | 21,873.90                  | FIFO           |
| 12/01/20                    | 12/03/20 | US TREASURY NOTES<br>DTD 01/15/2019 2.500% 01/15/2022           | 9128285V8 | 1,300,000.00 | 1,334,277.34          | 12,452.45           | 1,346,729.79 | 36,156.25            | 34,987.15                  | FIFO           |
| 12/01/20                    | 12/03/20 | FANNIE MAE NOTES<br>DTD 01/11/2019 2.625% 01/11/2022            | 3135G0U92 | 800,000.00   | 821,952.00            | 8,283.34            | 830,235.34   | 22,528.00            | 22,164.32                  | FIFO           |
| 12/03/20                    | 12/04/20 | US TREASURY NOTES<br>DTD 01/15/2019 2.500% 01/15/2022           | 9128285V8 | 725,000.00   | 744,144.53            | 6,993.89            | 751,138.42   | 20,192.38            | 19,539.41                  | FIFO           |
| 12/03/20                    | 12/04/20 | MUFG BANK LTD/NY CERT DEPOS<br>DTD 02/28/2019 2.970% 02/26/2021 | 55379WZT6 | 775,000.00   | 779,923.89            | 18,030.38           | 797,954.27   | 4,923.89             | 4,923.89                   | FIFO           |
| 12/17/20                    | 12/21/20 | APPLE INC CORP NOTES<br>DTD 05/13/2015 2.700% 05/13/2022        | 037833BF6 | 400,000.00   | 413,928.00            | 1,140.00            | 415,068.00   | 8,896.00             | 11,525.50                  | FIFO           |
| Transaction Type Sub-Total  |          |                                                                 |           | 5,890,000.00 | 6,019,905.40          | 57,087.04           | 6,076,992.44 | 136,017.53           | 132,423.25                 |                |
| Managed Account Sub-Total   |          |                                                                 |           |              | 15,258.91             | 149,025.57          | 164,284.48   | 135,762.35           | 132,423.25                 |                |
| Total Security Transactions |          |                                                                 |           |              | \$15,258.91           | \$149,025.57        | \$164,284.48 | \$135,762.35         | \$132,423.25               |                |



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 26, 2021

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

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

**SUBJECT:** Sales Tax Citizens' Oversight Committee Appointments

---

### **RECOMMENDED ACTION**

It is recommended that the Mayor nominate, and Council appoint two members to the Sales Tax Citizens' Oversight Committee for full-term vacancies which will expire March 2024 by resolution.

### **FISCAL IMPACT**

There is no fiscal impact to the City as all positions are voluntary.

### **DISCUSSION**

The Sales Tax Citizens' Oversight Committee (Committee) is responsible for reviewing the receipt and expenditure of funds under Measure W as they relate to the Council's stated priorities outlined in the adopted FY2019-21 budget. The Committee is responsible for reporting out the result of their review by April 1<sup>st</sup> of each year at a public meeting. The Committee consists of seven members who are Antioch residents. The terms of the Committee members are staggered with four members for a 4-year term and 3 members for a 2-year term. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee is appointed by the Mayor and approved by the City Council.

Three (3) full-term positions expiring March 2024 and one (1) partial-term expiring March 2022 are currently vacant. The City of Antioch advertised to fill the vacancies in the usual manner with an application deadline of January 6, 2021 at 5:00 p.m. The Clerk's Office received two applications from the following residents to be considered for appointment:

- Cortney L. Jones
- Dr. Kate Svyatets

The applicants were interviewed by Mayor Thorpe with Finance Director Merchant and City Treasurer Posada in attendance.

### **ATTACHMENTS**

- A. Resolution**
- B. Applications**



ATTACHMENT A

RESOLUTION NO. 2021/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPOINTING [TO BE FILLED IN AFTER APPOINTMENT] TO THE SALES TAX  
CITIZENS' OVERSIGHT COMMITTEE FOR THE FULL-TERM VACANCIES, ENDING  
IN MARCH 2024**

**WHEREAS**, three (3) full-term committee member vacancies on the Sales Tax Citizens' Oversight Committee end in March 2024 and one (1) partial-term committee member vacancy expires March 2022;

**WHEREAS**, the City Clerk's Office announced the vacancies on October 5, 2020 and accepted applications for the vacancies;

**WHEREAS**, Mayor Lamar Thorpe considered two applications received and interviewed the interested applicants;

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

**WHEREAS**, Mayor Lamar Thorpe has nominated *[to be filled in]* to the Sales Tax Citizens' Oversight Committee member *[to be filled in]* vacancies.

**NOW THEREFORE BE IT RESOLVED**, that the City Council of the City of Antioch hereby approves Mayor Thorpe's nominations of *[to be filled in]* to the Sales Tax Citizens' Oversight Committee member *[to be filled in]* term vacancies ending in March 20XX *[to be filled in]* appointing *him/her/them* to serve on the Sales Tax Citizens' Oversight Committee.

\* \* \* \* \*

**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 26th day of January 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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





RECEIVED

JAN 03 2021

CITY OF ANTIOCH  
CITY CLERKAPPLICATION EXTENDED DEADLINE DATE: 5:00 p.m., January 06, 2021APPLICATION FOR COMMUNITY SERVICE**SALES TAX CITIZENS' OVERSIGHT COMMITTEE****Three (3) full-term vacancies expiring March 2024****One (1) partial-term vacancy expiring March 2022**Print Your Name Cortney L. JonesAddress \_\_\_\_\_ City AntiochZIP Code 94531 Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

E-mail address \_\_\_\_\_

Employer Gino Morena Enterprises LLCAddress 111 Starlite St City South San FranciscoOccupation Business Operations ManagerYears lived in the City of Antioch 5 years

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

1. Giving back and volunteering is a significant part of my own personal values. I see this opportunity as a way to contribute to my community leveraging my business operations experience.
2. To contribute to the continued financial stability of the city of Antioch and support public safety
3. Ensure as a citizen of Antioch that all Measure C monies are being properly accounted for and meet the objective.

Have you had any previous appointments to other city commissions or boards? (If yes, please explain) N/A

What skills/knowledge do you have that would be helpful in serving on the Sales Tax Citizens' Oversight Committee? \_\_\_\_\_

My 12+ years of experience with large operational budgets and expenses for a company with over \$20 million in annual revenue would benefit the committee and allow me to give back to the community I love.

Additional information about my background can be found on my resume provided.

## ATTACHMENT B

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

This opportunity aligns with my personal values and capitalizes on the depth  
and breadth of my diverse business background. In my current role I oversee and  
develop recommendations that make sense from a business standpoint and  
aline with company goals. This includes the review of sales analysis, operating expenses,  
budget comparisons, budget allocation, PCI compliance, payroll costs, and  
financial statements.

Can you attend meetings at the designated days and time? Yes

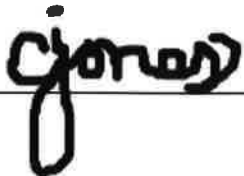
**PLEASE ATTACH YOUR RESUME (*Recommended to enhance your application*).**

**PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.**

Committee Members are required to file a FPPC Form 700 (Statement of Economic Interests) disclosing their property, business and investment interests, with the City Clerk.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also mail/deliver to:

Office of the City Clerk  
City of Antioch  
200 "H" Street  
P.O. Box 5007  
Antioch, CA 94531-5007



Signature

01/02/2020

Date

ATTACHMENT B  
**Cortney L. Jones**

Antioch 94531 ▪

---

## Summary

Innovative and experienced operations leader with a 12+ year record of developing successful customer-facing solutions to enhance bottom-line performance. A dynamic leader with experience monitoring organizational mission-critical processes and improvements to achieve targeted objectives. Spearheads change initiatives and redirections in attaining key performance indicators with consulting and strategic business operations experience.

## Areas of Expertise

Government RFPs ▪ Budgets ▪ Data Analysis ▪ Cost Controls ▪ Analytics ▪ Inventory Management ▪ Team Leadership/Development  
PCI Compliance ▪ SOP Development & Implementation ▪ Project Management ▪ Contract Management ▪ Contract Negotiations ▪  
Government Regulations ▪ Critical Thinking ▪ Process Improvements ▪ Account Management ▪ Operations Management ▪

## Professional Experience

### **Business Operations Manager, 2013 to Present** GINO MORENA ENTERPRISES LLC — South San Francisco, CA

Building functional relationships across Sales, Accounting, Marketing, Payroll, Orders, and Field Management teams. Collaborates and communicates effectively across the organization to strengthen operations, providing budget forecasting, P&L review, quarterly planning, metrics, and daily financial operations monitoring. Particular expertise in government contract management – reviewing RFPs, answering solicitations, and securing awards. Monitors and directs the field operations for a team of 500+ employees.

- Saved \$1M+ in expenses through the negotiation of a government contracts
- Oversee operations nationwide with sales in excess of \$20M+
- Slashed overhead expense by 6%. Eliminated redundancies and improved internal systems
- Secured \$10M+ annual contract via the creation /launch of USMC Barbershops concept and branding nationwide
- Streamlined payroll operations to save \$80K+ annually

### **Marketing & Education Manager, 2011 to 2013** GINO MORENA ENTERPRISES LLC — South San Francisco, CA

Managed on-site vendor education programs, events and product knowledge delivery for a \$1M+ retail sales program. Identified areas across the business for operational improvements and methods to enhance profit margins. Identified new products and SKUs to be sold across the nation, focusing on top performers and high impact sales leaders.

- Reduced shipping costs by 25% by streamlining the ordering process
- Increased retail sales by 8% through strategic SKU management and KPI analysis
- Created a high-end salon brand in collaboration with John Paul Mitchell Systems with \$9M+ in annual revenue

### **Marketing & Education Coordinator, 2008 to 2011** GINO MORENA ENTERPRISES LLC — South San Francisco, CA

Developed marketing strategies, processed nationwide orders, and delivered event campaigns for 200+ shops nationwide. Assist in the creation of program budget and recurring event proformas. Created advanced practices and programs that foster employee satisfaction, morale, productivity, and well-being.

- Coordinated 100+ on-site educational and training events nationwide
- Built a resilient supply chain that resulted in continued rapid growth
- Implementation, installation and training of 100+ POS software systems

### **Regional Manager, 2002 to 2006** AT&T WIRELESS AUTHORIZED DEALER

Managed sales, marketing, advertising, and P&L for 14 locations; spearheaded brand expansion initiatives. Optimized daily operations to realize revenue improvements and results delivery. Identified areas for improvement and integrated plans to maximize operational potential.

**Education:** Associate of Art, Fashion Merchandising and Management, Brooks College, Sunnyvale, CA

**Technology Snapshot:** ERP Systems, MS Dynamics, Paylocity, MS Office, Google Docs, Slack, Basecamp



RECEIVED

JAN 05 2021

CITY OF ANTIOCH  
CITY CLERKAPPLICATION EXTENDED DEADLINE DATE: 5:00 p.m., January 06, 2021APPLICATION FOR COMMUNITY SERVICE**SALES TAX CITIZENS' OVERSIGHT COMMITTEE****Three (3) full-term vacancies expiring March 2024****One (1) partial-term vacancy expiring March 2022**Print Your Name Dr. Kate SvyatetsAddress \_\_\_\_\_ City Antioch, CAZIP Code 94531 Phone (H) \_\_\_\_\_ (W) \_\_\_\_\_ (C) \_\_\_\_\_

E-mail address \_\_\_\_\_

Employer City and County of San Francisco, Contract Monitoring DivisionAddress 1155 Market Street, 4th Floor City San Francisco, CAOccupation Public Service AidYears lived in the City of Antioch 0 years 4 months

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

I have moved to Antioch in Oct. 2020, and I love this community. Currently, I work for the City and County of San Francisco (full-time), and also I teach Political Science at UC Berkeley (part-time). Previously, I taught Economics at the University of Southern California. I would like to contribute my experience to this committee, meet members of the community, and make Antioch even more beautiful and comfortable place to live and work.

Have you had any previous appointments to other city commissions or boards? (If yes, please explain) No

\_\_\_\_\_

\_\_\_\_\_

What skills/knowledge do you have that would be helpful in serving on the Sales Tax Citizens' Oversight Committee? I believe that my experience in municipal government and in academia, as well as my Bachelor's in Management and Ph.D. in Political Science, could be helpful in the activities on this committee. At the City and County of San Francisco, I work with City Contracts as a staff member of the Contract Monitoring Division, and I have extensive experience with financial information, regulations, and reporting.

## ATTACHMENT B

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

In my current position with the Contract Monitoring Division, I already deal on a daily basis with aspects very similar to this committee's scope of responsibility. I review bid documents and proposals, issue award memos, monitor the expenditures on more than 130 city contracts I am responsible for, and I write regular reports about city contracting activities, to make sure that the funds are being used properly and that a portion of City contracting is awarded to certified small businesses in accordance to Chapter 14B of the City Ordinance. Contracts under my monitoring include such areas as water quality, sewage and sanitation, road repair, community buildings. From my previous experience as a faculty member at UC Berkeley and USC, I have publishing experience and public speaking experience, outreaching to diverse audiences of all ages, races, genders, and backgrounds.

Can you attend meetings at the designated days and time? Yes

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

**PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.**

Committee Members are required to file a FPPC Form 700 (Statement of Economic Interests) disclosing their property, business and investment interests, with the City Clerk.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also mail/deliver to:

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City of Antioch  
200 "H" Street  
P.O. Box 5007  
Antioch, CA 94531-5007

*Ekatrina Soyatets*

Signature

01/05/2021

Date



# ATTACHMENT B

## Ekaterina “Kate” Svyatets Curriculum Vitae

Dr. Kate Svyatets brings years of policy-related experience focused on non-discrimination and sustainability. Through her roles at the Contract Monitoring Division of the City and County of San Francisco and previously at the University of Southern California, she develops and implements regulations, policies, & incentives to support the equitable and sustainable economy at the local, county, regional, and state levels

### EDUCATION

*PhD in Political Science and International Relations*  
University of Southern California

Concentrations: international political economy, sustainability

Dissertation title: “Power, Profits, and Politics: Energy Security and Cooperation in Eurasia”

*Master of Arts in International Relations*  
University of Southern California

Muskie Fellowship from the U.S. Department of State

*Bachelor of Science in International Management*  
Vladivostok State University of Economics and Service, Vladivostok, Russia

### GOVERNMENT EXPERIENCE

*Public Service Trainee (9910)*

*40 hours/week*

**Contract Monitoring Division**

**City and County of San Francisco**

**04/2019 – present**

Review, manage, and monitor contracts for compliance with **Chapter 14B** Local Business Enterprise (LBE) Ordinance (equal opportunity, affirmative action, and non-discrimination in city contracts) for more than 110 construction and professional services contracts, with the overall dollar value of more than \$700 million, coordinating with **Chapters 6, 21, and 12B**.

Develop new aspects, addressing limitations in the Ch. 14B Program, involving compliance with LBE requirements (e.g., new language for procedures in contract modifications).

Provide technical direction on procurement, negotiation, and contract bidding procedures to ensure compliance with all contract requirements related to LBE policies to achieve the Chapter 14B objectives, in conjunction with workforce development policies (collaboratively with CityBuild, labor unions, and apprenticeship programs).

Utilize LCP Tracker (certified payroll system) and Solis to monitor and enforce wage and labor standards compliance in contracts, comparing these data with other evidence in construction and professional services

Advise LBEs on City programs related to work-life balance and contribute to the development of resources for LBEs, posted on the CMD website (e.g., grant opportunities and government financial assistance in the Bay Area).

Investigate and resolve complaints about alleged discrimination, violations, and non-compliance and provide recommendations/procedures, following up with negotiated settlements when appropriate, based on Chapter 14B legislation and guidelines.

**ACADEMIA EXPERIENCE**

*Lecturer* 10 hours/week  
 Department of Political Science  
**University of California, Berkeley, CA** 08/2019-present  
 Designed and taught the course "Political Science – Special Topics" (PS 149K)

*Assistant Professor (Teaching)* 40 hours/week  
 Environmental Studies Program  
**University of Southern California, Los Angeles CA** 08/2013 – 05/2018  
 Developed USC sustainability policy and initiatives, including the USC 2020 Sustainability Plan, as a member of the USC Sustainability Committee.  
 Managed and trained more than 1,200 students in five years.  
 Designed and taught undergraduate- and graduate-level courses on "Economics of Natural Resources and the Environment", "Environmental Law and Policy," "Environmental Issues in Society" (from 5 to 100 students in each class).  
 Developed policy, related to non-discrimination in non-tenured faculty promotions, funding, and benefits (e.g., paid leave, wage laws, health insurance, grants), as a member of the USC Policy and Documentation Caucus.  
 Utilized and implemented Title IX regulations, which protect from discrimination in education programs that receive federal financial assistance.  
 The position required 80% Teaching and 20% Administrative Service (below).

**ADMINISTRATIVE SERVICE AT THE UNIVERSITY OF SOUTHERN CALIFORNIA**

|                                                                   |                             |
|-------------------------------------------------------------------|-----------------------------|
| USC Academic Senate Sustainability Committee                      | Member (2017-2018)          |
| USC Research, Policies, and Documentation Caucus                  | Member (2016-2018)          |
| Environmental Studies Faculty Review Committee                    | Member (2014-2018)          |
| Environmental Studies Hiring Committee                            | Member (2014-2018)          |
| Environmental Studies Curriculum Committee                        | Member (2015-2017)          |
| Environmental Studies Student Mentoring Committee                 | Chair (2017-2018)           |
| USC Sustainable Solutions                                         | Faculty Advisor (2014)      |
| Politics and International Relations Graduate Student Association | Vice-President (2011)       |
| USC Energy Club                                                   | Board Member (2010-2012)    |
| Animal Rights Association                                         | Faculty Advisor (2015-2018) |

**SELECTED PEER-REVIEWED PUBLICATIONS**

Ekaterina Svyatets. "Resources, Security, and Infrastructure in the Arctic: Climate as a Game Changer." In Monalisa Chatterjee and Ekaterina Svyatets, editors. *Environmental Issues and Policy: Exploring Past, Present and Future Socioecological Relations*. Cognella. 2019.

Ekaterina Svyatets. *Energy Security and Cooperation in Eurasia: Power, Profits and Politics*. Routledge, London, UK. 2016

## **MEDIA APPEARANCES**

Two appearances as a panelist on the *Platform Worldview* show (Trojan Vision, USC), broadcast for 2.8 million viewers in the Greater Los Angeles area (2015, 2016)

## **LEADERSHIP AND MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS**

|                                                    |                          |
|----------------------------------------------------|--------------------------|
| Young Professionals in Energy (YPE-L.A.)           | Board Member (2012-2016) |
| American Contract Compliance Association (ACCA)    | Member (2019-present)    |
| Climate Reality Project                            | Member (2018-present)    |
| Association of Environmental Professionals         | Member (2013-present)    |
| Association for Environmental Studies and Sciences | Member (2013-present)    |

## **FOREIGN LANGUAGES**

Russian

## **SKILLS**

PeopleSoft, PowerBI, Solis, Citrix, M.S. Word, M.S. Excel, M.S. Powerpoint, Microsoft Teams, BlueJeans, Zoom, Slack, Blackboard, Canvas, Trello, Prezi, Webex, LCP Tracker

## **SELECTED RESEARCH AND CONFERENCE PRESENTATIONS**

*"Resources, Security, and Infrastructure in the Arctic: Climate as a Game Changer"*  
presented at the ISA-West Convention in Pasadena, CA, 2018

*"Environmental Impact of Pesticide Use: Teaching Its Effects and Regulations"*  
presented at the 5th International Conference on Food and Agricultural Sciences (ICFAS 2017), in Auckland, New Zealand, 2017

*"The Future of the Paris Agreement and the US Withdrawal"*  
A roundtable at the ISA-West Convention in Pasadena, CA, 2017

*"Toxic Chemical Exposure Science and Policy Regulations: The Cases of the USA, EU, and Japan"*,  
presented at the International Conference on Biological, Chemical, and Environmental Sciences in Nagoya, Japan, 2017

*"Exposure Science and Policy Challenges of the Future: Learning from European Experience"*  
presented at the International Society of Exposure Science (ISES) Annual Meeting in Utrecht, the Netherlands, 2016



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of January 26, 2021

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *TL8*

**SUBJECT:** Proposed Urgency Ordinance to Amend Article 3845(A) of Chapter 5 of Title 9 of the Antioch Municipal Code, Temporarily Prohibiting New Retail Cannabis Businesses in the City

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the urgency ordinance, attached hereto as Attachment A, to amend section 9-5.3845(A) of the Antioch Municipal Code. (A 4/5 vote of the City Council is required for approval of an urgency ordinance.)

### **FISCAL IMPACT**

The proposed action is temporary and not expected to have an effect on the City's budget.

### **DISCUSSION**

The purpose of the proposed urgency ordinance is to minimize the threat of over-saturation of retail cannabis businesses during the COVID-19 pandemic, which could damage and jeopardize the businesses and the social equity programs and non-profit organizations supported by these businesses, and result in a threat to public health, safety, or welfare. The proposed ordinance will provide sufficient time for City staff to study and recommend options to the City, which may include creation of additional cannabis business overlay districts within the City.

Government Code Section 65858 allows a City to adopt an urgency ordinance to take effect immediately upon adoption if the City Council uses certain procedures and makes specified findings. An urgency ordinance requires the City Council to make findings that there is a current and immediate threat to the public health, safety, or welfare, and approval of various entitlements, such as use permits, would result in that threat to public health, safety, or welfare. An urgency ordinance requires a 4/5 vote of the City Council for adoption. It stays in effect only for 45 days. If the City Council wants the urgency ordinance to continue in effect, the City Council would have to extend the urgency ordinance. The urgency ordinance can be extended for up to 22 ½ months. The City Council has the option of terminating the ordinance at any time during this two-year period.

The City Council has approved use permits and related operating agreements for five commercial cannabis businesses. Each of these businesses primarily or exclusively involve retail sales and delivery. The City has also deemed as complete three additional applications for cannabis businesses involving retail sales.

Each cannabis business produces revenue for the City to support key city services and provides a portion of its revenue to social equity programs benefitting the City that are administered by non-profit organizations located within the City. The social equity programs are designated to benefit residents of the City of Antioch by providing programs relating to education, job skills, reentry services, and similar matters.

There are a number of existing and proposed cannabis businesses conducting, or seeking approval to conduct, retail operations within the City. Allowing a concentration of cannabis businesses in the existing cannabis business overlay district engaging in retail operations during the COVID-19 pandemic, in addition to the existing and currently proposed retail cannabis businesses, poses a significant threat to the viability of the existing and currently proposed retail cannabis businesses.

Any significant threat to the viability of the existing and currently proposed retail cannabis businesses during the COVID-19 pandemic can and would adversely affect the social equity programs dependent on such businesses and the non-profit organizations dependent upon those social equity programs as a source of funds for their services, which would result in an adverse effect on public health, safety, or welfare.

To minimize this significant threat during the COVID-19 pandemic, the City will not allow any new retail cannabis businesses and the City shall not grant any use permits for such businesses. A “new retail cannabis business” is a cannabis business which does not have a use permit application deemed to be complete by the City as of January 26, 2021 and which would conduct retail cannabis operations pursuant to a Type 9, Type 10, Type 12 (but only if retail is proposed as one of the uses under Type 12), or other license.

The City is implementing this restriction during the COVID-19 pandemic and only for as long as necessary for the City to study and propose options for locations of additional retail cannabis businesses.

## **ATTACHMENT**

### **A. Ordinance**



**ORDINANCE NO.**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AMENDING ARTICLE 3845(A) OF CHAPTER 5 OF TITLE 9 OF THE ANTIOCH  
MUNICIPAL CODE, TEMPORARILY PROHIBITING RETAIL CANNABIS  
BUSINESSES IN THE CITY**

**WHEREAS**, the City supports commercial cannabis businesses in the City consistent with the City's Municipal Code and state law and regulations;

**WHEREAS**, the City has several existing and proposed cannabis businesses in the City;

**WHEREAS**, it is in the best interests of the City and its residents and businesses to have viable cannabis businesses within the City because they provide sales taxes and fees to the City as well as funding for non-profit organizations through a social equity program;

**WHEREAS**, cannabis businesses in the City fund social equity programs administered by local non-profit organization that rely on this support to provide programs vital to the welfare of the Antioch community;

**WHEREAS**, an overabundance of certain types of cannabis businesses would adversely affect the existing and currently proposed cannabis businesses which, in turn, would adversely affect the social equity programs dependent on such businesses, particularly during the COVID19 pandemic when non-profit organizations have experienced heightened exposure to financial and organizational risks that threaten their ability to provide beneficial services to the communities they serve;

**WHEREAS**, the City has the authority under Government Code §65858 to enact an urgency ordinance when there is a current and immediate threat to the public health, safety, or welfare and the approval of use permits or other entitlements for use would result in that threat to public health, safety, or welfare;

**WHEREAS**, there are a number of existing and proposed cannabis businesses conducting, or seeking approval to conduct, retail operations;

**WHEREAS**, allowing a concentration of cannabis businesses in the existing cannabis business overlay district engaging in retail operations during the COVID-19 pandemic, in addition to the existing and currently proposed retail cannabis businesses, poses a significant threat to the viability of the existing and currently proposed retail cannabis businesses;

**WHEREAS**, any significant threat to the viability of the existing and currently proposed retail cannabis businesses during the COVID-19 pandemic can and would adversely affect the social equity programs dependent on such businesses and the non-profit organizations dependent upon those social equity programs as a source of funds for their services resulting in an adverse effect on public health, safety, or welfare;

**WHEREAS**, to minimize this significant threat, the City will not allow any new retail cannabis businesses and the City shall not grant any use permits for such businesses during the period this moratorium is in effect;

**WHEREAS**, a “new retail cannabis business” is a cannabis business which does not have a use permit application deemed to be complete by the City as of January 26, 2021 and which would conduct retail cannabis operations pursuant to a Type 9, Type 10, Type 12 (but only if retail is proposed as one of the uses under Type 12), or other license; and

**WHEREAS**, the City is implementing this restriction during the COVID-19 pandemic and only for as long as necessary for the City to study and propose options for locations of additional retail cannabis businesses that do not impose the threat described herein.

**NOW, THEREFORE**, the City Council of the City of Antioch does ordain as follows:

**SECTION 1.** The facts set forth in the recitals above are true and correct and incorporated herein.

**SECTION 2.** Modify the Article 3845(A) of Chapter 5 of Title 9 of the Antioch Municipal Code as follows:

### **Section 9-5.3845 CANNABIS BUSINESSES**

A cannabis business may be established within the Cannabis Businesses (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. Notwithstanding any other provision of this Code, no new retail cannabis business engaging in retail operations is allowed within the City and the City shall not grant any use permits for such business. For the purposes of this Title, a “new retail cannabis business” is a commercial cannabis business which does not have a use permit application deemed to be complete by the City as of January 26, 2021 and which would conduct retail commercial cannabis operations pursuant to a Type 9, Type 10, Type 12 (but only if retail is proposed as one of the uses under Type 12) license, or other license,

### **SECTION 3. 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 circumstances and, to that end, the provisions hereof are severable.

**SECTION 4. 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 5. EFFECTIVE DATE.**

This Ordinance shall take effect immediately upon four-fifths approval of the City Council pursuant to Government Code §36934 and §36937 and be enforced as of the date of its adoption by the City Council and shall be posted and published to the extent required by the California Government Code.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing ordinance was adopted at a regular meeting of the City Council of the City of Antioch, held on the \_\_\_\_ of \_\_\_\_ 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder**  
**City Clerk of the City of Antioch**

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

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

**SUBMITTED BY:** Michelle Walker, Administrative Analyst I *MW*

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

**SUBJECT:** Resolution approving the Fourth Amendment to the Joint Exercise of Powers Agreement for the East Contra Costa Regional Fee and Financing Authority and approving and adopting the East Contra Costa Regional Fee Program Update Report to include Sand Creek Road from State Route 4 to Deer Valley Road.

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**RECOMMENDED ACTION**

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

1. Approve and authorize the Fourth Amendment to the Joint Exercise of Powers Agreement ("JEPA") for East Contra Costa Regional Fee and Financing Authority ("ECCRFFA"); and
2. Approve and adopt the ECCRFFA Program Update Report to include Sand Creek Road from State Route 4 to Deer Valley Road.

**FISCAL IMPACTS**

The following ECCRFFA Regional Transportation Development Impact Mitigation ("RTDIM") fees will continue to be collected by the cities of Brentwood, Antioch, Oakley, Pittsburg, and unincorporated east Contra Costa County and forwarded to ECCRFFA. The City collects and retains an additional 1% of the fees to cover administrative costs per the ECCRFFA JEPA.

| ECCRFFA RTDIM FEE         | January 2021 | ECCRFFA Fee Rebate | New Fee Less Rebate |
|---------------------------|--------------|--------------------|---------------------|
| Single Family Residential | \$24,096     | 15%                | \$20,482            |
| Multi-Family Residential  | \$14,792     | 15%                | \$12,573            |
| Commercial                | \$2.00       |                    | \$2.00              |
| Office                    | \$1.74       |                    | \$1.74              |
| Industrial                | \$1.74       |                    | \$1.74              |
| Other                     | \$24,096     |                    | \$24,096            |

## **DISCUSSION**

In 1994, Contra Costa County and the cities of Antioch, Brentwood and Pittsburg entered into an agreement for the formation of the ECCRFFA as a joint powers agency. Subsequently, various amendments have added the City of Oakley as an ECCRFFA member and amended the fee and list of transportation projects.

The purpose of ECCRFFA is to identify and prioritize regional transportation projects and establish a uniform regional development fee for project funding. In addition, ECCRFFA sets funding goals and project implementation schedules. To date, ECCRFFA has been successful in funding construction of State Route 4 through Oakley and Brentwood from SR 160 to Vasco Road, including the more recent overpasses at Sand Creek Road and Balfour Road.

ECCRFFA last updated its regional fees and list of transportation projects in 2005. On July 26, 2005, by Resolution No. 2005-78, the City Council approved and adopted the 2005 East Contra Costa Regional Fee Program Update. With a number of these projects complete or nearing completion, ECCRFFA member agencies now desire to include Sand Creek Road, from SR4 in Brentwood to Deer Valley Road in Antioch, to the list of ECCRFFA fee funded transportation projects.

Inclusion of Sand Creek Road will improve east-west connectivity and accommodate the travel demand that would otherwise use Lone Tree Way and Balfour Road. Fees are not proposed to change, and the City will continue to collect from new development and forward regional transportation fees to ECCRFFA. The ECCRFFA Board will be responsible for prioritizing Sand Creek Road, along with other regional transportation projects, through their Strategic Plan as funding becomes available.

Following is the other ECCRFFA member agencies status on the recommended action:

- City of Pittsburg expects to present to City Council on February 1, 2021
- City of Oakley is scheduled to present to City Council on January 26, 2021
- Contra Costa County expects to present to their Board of Supervisors in February 2021; however it may get pushed out to March.
- City of Brentwood's City Council approved the item on January 12, 2021

## **ATTACHMENTS**

- A. Resolution
- B. Fourth Amendment to JEPA for ECCRFFA
- C. ECCRFFA Program Update Report



**ATTACHMENT "A"**

**RESOLUTION NO. 2021/XX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FOURTH AMENDMENT TO THE JOINT EXERCISE OF POWERS  
AGREEMENT ("JEPA") FOR THE EAST CONTRA COSTA REGIONAL FEE AND  
FINANCING AUTHORITY ("ECCRFFA") AND AUTHORIZING THE CITY MANAGER  
OR DESIGNEE TO SIGN IT; AND APPROVING AND ADOPTING THE ECCRFFA  
PROGRAM UPDATE REPORT**

**WHEREAS**, effective August 9, 1994 the Cities of Antioch, Brentwood and Pittsburg, together with the Contra Costa County entered into an Agreement pursuant to California Government Code Section 6500, et seq., entitled "East Contra Costa Regional Fee and Financing Authority Joint Exercise of Power Agreement" ("Agreement"), which provided for the creation of a separate Joint Powers Agency ("ECCRFFA" or "Authority"), to assist in the establishment of a Uniform Regional Development Fee Program and the funding and implementation of regional transportation improvement projects in East Contra Costa County;

**WHEREAS**, the RTDIM fees are collected by all member agencies of ECCRFFA to fund regional transportation improvements;

**WHEREAS**, on September 28, 1999, by Resolution No. 99-136, the City Council approved and adopted the First Amendment to the ECCRFFA Agreement to include the City of Oakley;

**WHEREAS**, on July 26, 2005, by Resolution No. 2005-78, the City Council approved and adopted the Second Amendment to the ECCRFFA Agreement, East Contra Costa Regional Fee Program Update and Regional Transportation Development Impact Mitigation Fees (RTDIM);

**WHEREAS**, on September 10, 2013, by Resolution No. 2013-55, the City Council approved and adopted the Third Amendment to the ECCRFFA Agreement, East Contra Costa Regional Fee Program Update and Regional Transportation Development Impact Mitigation Fees (RTDIM);

**WHEREAS**, the Fourth Amendment to the Agreement for ECCRFFA and the East Contra Costa Regional Fee Program Update Report have been revised to add one project – the Sand Creek Road Extension from SR4 to Deer Valley Road project – to the list of projects that will be funded with Regional Transportation Development Impact Mitigation;

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

1. Approves the Fourth Amendment to Joint Exercise of Powers Agreement for East Contra Costa Regional Fee and Financing Authority and authorizes the City Manager or designee to execute it; and

2. Approves and adopts the East Contra Costa Regional Fee Program Update.

\* \* \* \* \*

**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 26<sup>th</sup> day of January 26, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**ELIZBETH HOUSEHOLDER**  
**CITY CLERK OF THE CITY OF ANTIOCH**

## ATTACHMENT "B"

### FOURTH AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT FOR EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY

#### 1. EFFECTIVE DATE AND PARTIES

Effective \_\_\_\_\_, 2020, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY OF OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), mutually agree as follows:

#### 2. PURPOSE

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and in funding and implementing regional road improvement projects in the East County area. The Agreement has previously been amended as follows: a First Amendment, dated October 4, 1999, added Oakley as additional party; a Second Amendment, dated July 11, 2005, coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule; and a Third Amendment dated September 10, 2013, readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes. Antioch, Brentwood, Oakley, Pittsburg, and the County now wish to enter into this Fourth Amendment to the Agreement ("Fourth Amendment") to add the Sand Creek Road Extension to Deer Valley Road project ("Sand Creek Extension Project") to the list of ECCRFFA projects in Attachment 2 to the Agreement, as previously amended. Attachment 1 to the Agreement also will be amended to refer to the nexus study for the Sand Creek Extension Project with no change to ECCRFFA's Regional Transportation Development Impact Mitigation ("RTDIM") fees.

#### 3. AMENDMENTS TO AGREEMENT

- A. Attachment 1 (2013 Amendment) is replaced in its entirety with Attachment 1 (2020 Amendment) attached to this Fourth Amendment, with no changes to the fees in the

RTDIM fee schedule. Other changes included in Attachment 1 make it current and bring it up to date.

- B. Attachment 2 (2013 Amendment) is replaced in its entirety with Attachment 2 (2020 Amendment) attached to this Fourth Amendment, to add the Sand Creek Extension Project to the list of ECCRFFA projects.

4. **REMAINING PROVISIONS**

Subject to the changes made by this Fourth Amendment and all previous amendments, all provisions of the Agreement shall remain in full force and effect. If this Fourth Amendment is determined by a court to be invalid or unenforceable, the Agreement, as previously amended through the Third Amendment, shall remain unchanged and in full force and effect.

5. **COUNTERPARTS**

This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

6. **SIGNATURES**

These signatures attest the parties' agreement to this Fourth Amendment.

**[Remainder of page left blank. Signatures on next page.]**

CITY OF ANTIOCH

FORM APPROVED:  
Thomas Lloyd Smith, City Attorney

By: \_\_\_\_\_  
Ron Bernal, City Manager

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

CITY OF BRENTWOOD

FORM APPROVED:  
Damien Brower, City Attorney

By: \_\_\_\_\_  
Tim Ogden, City Manager

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

CITY OF OAKLEY

FORM APPROVED:  
Cota Cole LLP, City Attorney

By: \_\_\_\_\_  
Bryan H. Montgomery, City  
Manager

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

CITY OF PITTSBURG

FORM APPROVED:  
Donna Mooney, City Attorney

By: \_\_\_\_\_  
Garrett Evans, City Manager

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

COUNTY OF CONTRA COSTA

FORM APPROVED:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
David J. Twa, County  
Administrator

By: \_\_\_\_\_  
Thomas L. Geiger, Assistant  
County Counsel



Attachment 1 – 2020 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

IMPLEMENTATION OF REGIONAL TRANSPORTATION-DEVELOPMENT IMPACT  
MITIGATION (RTDIM) FEE PROGRAM

A. Imposition of RTDIM Fees by Antioch, Brentwood, Oakley, and County. In order to fund the Program and Projects of the Authority, the parties agree that the following Regional Transportation Development Impact Fees (“RTDIM Fees”), which were originally adopted in 2005, shall continue to be implemented by Antioch, Brentwood, Oakley, and the County (each agency and Pittsburg is sometimes referred to as a “Member Agency” and, together, as the “Member Agencies”).

| Regional Transportation-Development<br>Impact Mitigation (RTDIM) Fees     |                                     |              |                        |
|---------------------------------------------------------------------------|-------------------------------------|--------------|------------------------|
| Type of Use                                                               | Fee Units                           | Fee Schedule |                        |
|                                                                           |                                     | 2005         | 2020*                  |
| Single family residential units, duet homes, and residential condominiums | Per dwelling unit                   | \$15,000     | \$22,920<br>(\$19,482) |
| Multiple family residential                                               | Per dwelling unit                   | \$9,207.92   | \$14,070<br>(\$11,960) |
| Commercial                                                                | Per square foot of gross floor area | \$1.25       | \$1.90                 |
| Office                                                                    | Per square foot of gross floor area | \$1.10       | \$1.66                 |
| Industrial                                                                | Per square foot of gross floor area | \$1.10       | \$1.66                 |
| Other                                                                     | Per peak hour trip as determined    | \$15,000     | \$22,920               |

\* The 2020 fee schedule includes the annual adjustments specified in the Authority’s Resolution No. 2005/06. The figures in parentheses reflect the net residential fee amounts payable after the Authority’s fee rebate last approved December 2019, which provides for a rebate applicable to residential fee rates, as further described in Section B, below. ECCRFFA fees for senior housing shall be calculated in accordance with ECCRFFA’s “Policy on Reduced Fees for Age-Restricted Senior Housing.” ECCRFFA fees for Accessory Dwelling Units (ADUs) shall be calculated in accordance with Government Code section 65852.2 and ECCRFFA’s “Policy for Accessory Dwelling Units.”

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the “2005 Report”) prepared by Fehr & Peers, which has been approved by the Authority’s Board. The above fees are unchanged and are below the maximum fee rates calculated in the “East Contra Costa Regional Fee Program Update,” dated September 2020,

prepared by Fehr & Peers ("2020 Report"). The 2005 Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The 2020 Report was approved to add the Sand Creek Extension Project to the ECCRFFA project list, with no changes to the RTDIM Fees in the above fee schedule. The RTDIM fees in the above fee schedule are subject to annual adjustment, as provided below and as provided in the fee ordinances and/or resolutions adopted by the Member Agencies. In addition to the listed amounts, each Member Agency may collect and retain an administrative charge up to 1% of the listed amounts.

B. Adoption of Revised RTDIM Fees by the Authority. The Authority established an RTDIM Fee rebate program in 2013. The fee rebate program does not change the RTDIM Fees last adopted in 2005. Rather, the fee rebate program provides a rebate on the amount of the RTDIM Fees that are collected by the Member Agencies. Since 2013, the Authority Board of Directors has approved continuing the fee rebate. The Authority Board last approved to continue an RTDIM Fee rebate on December 12, 2019, when the Authority Board authorized a 15% rebate to all applicants who pay RTDIM Fees for residential uses (*i.e.*, single family residential units, duet homes, residential condominiums, and multi-family residential) during the period from January 1, 2020, through December 31, 2021. The fee rebate program is subject to reevaluation at any time by the Authority Board, and the Authority Board has sole discretion to terminate or modify the fee rebate program.

C. Imposition of PRTDIM Fees by Pittsburg. In order to fund the Program and Projects of the Authority, the Member Agencies agree that the following Pittsburg Regional Transportation Development Impact Fees ("PRTDIM Fees"), which were originally adopted in 2010, shall continue to be implemented by Pittsburg as follows:

Beginning October 10, 2013, Pittsburg shall ensure its commercial, office, and industrial fee rates match the Authority's commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below.

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010, prevent Pittsburg from collecting commercial, office, or industrial fees at the rates listed above, Pittsburg shall make up the shortfall from its own separate funds and shall forward the full amount to the Authority per the terms of this Agreement.

- (1) Beginning September 10, 2013, Pittsburg shall ensure its residential fee rates are collected as follows:
  - (a) At the same time as the other Authority Members, Pittsburg shall apply fee rebates to match and collect the same net residential fee amounts collected by the other Member Agencies under the ECCRFFA fee rebate program (see Section B, above).

- (b) In the event that the Authority approves a revised fee schedule, or a new or revised fee rebate program pursuant to Section D below, at the same time as the other Member Agencies, Pittsburg shall adopt and collect the revised fee schedule, or shall apply the new or revised fee rebates, to match and collect the same net residential fee amounts as the other Member Agencies, including the annual adjustment specified in Section F below.
- (c) The residential fees collected by Pittsburg under this Subsection C(1) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs between Pittsburg and developers.
- (2) Pittsburg shall defend (with counsel selected by Pittsburg), indemnify, save, and hold harmless the Authority, the other Member Agencies, and their officers, agents, and employees from any litigation, claims, costs, expenses, or liability arising from or in any way related to Pittsburg's fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above. The Authority and the other Member Agencies shall not be required to defend, indemnify, save, or hold harmless Pittsburg under Section B of Attachment 2, or otherwise, for claims related to the Pittsburg fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above.

D. Subsequent Approval of Revised Fee Schedule or New or Revised Fee Rebate Program by the Authority. Between January 1, 2016, and December 31, 2030, the Authority Board may, from time to time, approve revised fee schedules, or new or revised fee rebate programs, which shall be subject to the following limitations unless otherwise approved unanimously by the full Authority Board, with all Board members present:

- (1) Any revised residential fees shall not exceed the following maximum rates, subject to the annual adjustment specified in Section F below: Single family residential \$16,176/dwelling unit; Multiple family residential \$9,934/dwelling unit; Other \$16,176/peak hour trip.
- (2) Any new or revised residential fee rebates shall result in net residential fee amounts of at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days after such approval, each Member Agency (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall consider adopting a fee ordinance or resolution implementing the

revised fee schedule, or shall promptly consider applying the new or revised fee rebates. This procedure does not apply to annual fee adjustments, which are automatic and do not require further approval or action.

E. Fees for Uses Not Listed. The fees for uses not listed shall be determined by the Member Agency with land use authority through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority Board before the Member Agency imposes the fees.

F. Annual Fee Adjustment. Every January 1, the fee rates listed above, including any maximum fee rates, shall be automatically adjusted by the amount of the increase or decrease in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

G. Credit for Construction Costs or Land Acquisition. Subject to the priority order set forth in Section E of Attachment 2, with prior approval of the Authority Board, credit may be granted against the payment of the fee for a usable portion of any Project. The amount of credit shall be limited to the regional component of the Project, as determined by the Authority Board in its sole discretion. Notwithstanding anything to the contrary, no fee credit shall be granted for any lands that are required to be dedicated as specified in Attachment 2, Section B.

H. Fee Collection and Management. Except for approximately \$5.5 million of PRTDIM fees used by Pittsburg as described in the last paragraph of Section E of Attachment 2, all fee revenues received or collected by the Member Agencies, together with any separate funds and increased fees to eliminate a shortfall, shall be disbursed monthly by the Member Agencies to the Authority. Fees and other revenues shall be held by the Authority in a general fund account; bond proceeds shall be held in accordance with the applicable indenture and may be invested, consistent with the provisions of the applicable indenture, in accounts such as the CAMP or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts and accrued interest on funds held in the general fund account shall be deemed general funds available for any lawful purpose of the Authority. Unless otherwise agreed by the Member Agencies, the total obligation of each Member Agency shall be the contribution of fees collected by that Member Agency from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on December 31, 2030 (*i.e.*, the termination date specified in Section 3 of the Agreement).

Attachment 2 – 2020 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

**PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;**  
**IMPLEMENTATION SCHEDULE**

A. **Current List of Projects.** The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

- (1) State Route 4 freeway widening from Railroad Avenue to the State Route 4 Bypass, including reconstruction of interchanges as necessary.
- (2) State Route 4 Bypass, Segment 1 from State Route 4 to Lone Tree Way, including interchanges at Laurel Road and Lone Tree Way.
- (3) State Route 4 Bypass, Segment 2 from Lone Tree Way to Balfour Road, including an interchange at Sand Creek Road.
- (4) State Route 4 Bypass, Segment 3 from Balfour Road to Vasco Road, including interchanges at Balfour Road, Marsh Creek Road, and Vasco Road.
- (5) Laurel Road Extension from State Route 4 Bypass to Empire Avenue.
- (6) State Route 239/84 Connector, consisting of the Armstrong Road extension (formerly Byron Airport Road).
- (7) State Route 239 corridor study and preliminary design.
- (8) State Route 4 (Main Street or Brentwood Boulevard) widening from Vintage Parkway in Oakley to Marsh Creek bridge in Brentwood and Chestnut Street to Balfour Road in south Brentwood.
- (9) Balfour Road widening from Deer Valley Road to Brentwood city limits.
- (10) Marsh Creek Road and Deer Valley Road safety enhancements from Walnut Boulevard to Clayton and from Balfour Road to Marsh Creek Road.
- (11) Route 84/Vasco Road widening to County line.

***Northern Parallel Arterials***

- (12) Pittsburg-Antioch Highway from Somersville Road to Loveridge Road.

- (13) Ninth and Tenth Streets couple improvements from A Street to L Street.
- (14) California Avenue from Railroad Avenue to Loveridge Road.
- (15) Willow Pass Road from Range Road to Loftus Road and Bailey Road to city limits.

***Southern Parallel Arterials***

- (16) Buchanan Bypass (new arterial) or Buchanan Road from Railroad Avenue to Somersville Road.
- (17) West Tregallas Road/Fitzuren Road from Lone Tree Way to Buchanan Road.
- (18) West Leland Road or Evora Road from San Marco to Avila Road and from Willow Pass Road (Bay Point) to Willow Pass Road (Concord).

***New Regional Arterial Projects***

- (19) Wilbur Avenue from Minaker Drive to State Route 160.
- (20) Neroly Road from Oakley Road to Laurel Road.
- (21) Deer Valley Road from Antioch city limits to Balfour Road.
- (22) Walnut Boulevard from Brentwood city limits to State Route 4 Bypass.
- (23) John Muir Parkway (new roadway between Balfour Road and Fairview Avenue).
- (24) Byron Highway safety enhancements from Delta Road to State Route 4.
- (25) Sand Creek Road Extension from SR4 to Deer Valley Road project.

***Regional Transit Projects***

- (26) East County express bus.
- (27) Commuter rail (eBART).

**B. Funding Commitments and Eligible Costs.** Program revenues shall be available for necessary Project costs through completion of construction. Subject to prior approval by the Authority Board, Project costs paid from program revenues may include environmental clearance, conceptual engineering, traffic studies, design, right-of-way acquisition, utility relocation, litigation and settlement costs, and costs of construction. The commitment to each Project shall be considered complete when the Project is accepted by the sponsor or sponsors.



The Authority's administrative costs shall not exceed 1% of program revenues. Administrative costs include the development of the JPA as well as the administration of duties included in this Agreement.

Eligible Project costs will be determined by the Authority based on cost guidelines and other criteria to be developed by the Authority. Where the Authority deems it advisable in order to avoid undue burdens on Project sponsors, the Authority may advance fund Project expenses on a monthly, quarterly, or other basis. Project costs otherwise will be reimbursed pursuant to procedures to be determined by the Authority.

Project sponsors, as a condition of Project funding through regional fees, commit to protect Project rights-of-way, by, among other things, requiring dedication of right-of-way as a condition of land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that could adversely impact the cost of Projects, including, but not limited to, utility location or relocation, public development, and the granting of easements in a proposed right-of-way.

The right-of-way dedication policy for the State Route 4 Bypass is as follows. Properties along or fronting the Projects identified in this Agreement shall be required to dedicate right-of-way up to 110 feet wide as measured from the centerline of the adopted precise alignment with no credit or compensation from the regional fee. Any additional right-of-way in excess of the 110-foot width may be either credited toward the regional fee or compensated. However, in circumstances where the allowable density has been transferred off the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that will encourage the early dedication of lands that are required under this provision.

Any costs of defense and any liability incurred in connection with implementation of the regional fee proposal shall be borne by the Authority. The Authority agrees to the fullest extent permitted to indemnify and hold harmless the parties to this Agreement from any liability, loss, costs, and claims related to the adoption or implementation of the regional fee program. Fee revenues and any other revenues transferred to the Authority by the parties pursuant to this Agreement may be used for this purpose.

C. **Implementation Schedule.** Subject to environment clearance, right-of-way acquisition and dedication, utility relocation, and other factors, the timing of which may be beyond the control of the Authority, and subject to the availability of regional fee and other funding sources as may be required, the following implementation guidelines shall apply to Project development:

(i) The parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) The Authority shall prepare, adopt, and periodically update a Strategic Plan for implementation of the Projects, reflecting current information on Project costs and schedules, the Project sponsor(s) for the various Projects, the availability of other

revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

**D. Indemnification.** As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

**E. Project and Funding Priorities.** The following priority order shall hereafter apply to funding and implementation of the Authority's regional Projects:

**First Priority:**

Initial projects and ECCRFFA existing commitments:

- (a) SR4 East widening (for project description, see CCTA's Measure J Strategic Plan);
- (b) eBART extension to Hillcrest Avenue, which excludes Railroad Avenue station, with ECCRFFA to provide \$1.2 million to BART by 12/31/2013 (for project description, see CCTA's Measure J Strategic Plan);
- (c) SR4 Bypass projects, including the following:
  - (1) SR4/SR160 Connector Ramps (project involves constructing direct connectors between SR4 Bypass and SR160);
  - (2) Sand Creek Road Interchange (project includes a partial cloverleaf configuration on west side and a tight diamond on east side);
  - (3) Balfour Road Interchange – Phase 1 (project includes partial cloverleaves on both east and west sides and a single bridge over Balfour Road with two-directional traffic);
  - (4) 4-Laning between Lone Tree Way and Balfour Road; and
- (d) Outstanding ECCRFFA commitments (\$13.0 million), consisting of the following:
  - (1) Reimburse Contra Costa County Proposition 1B funds – \$3.0 million;
  - (2) John Muir Parkway – Brentwood: \$2.9 million;
  - (3) Vasco Road – Alameda County: up to \$3.0 million (final amount to be determined based on actual bids received); and
  - (4) Old SR4 relinquishment costs: \$4.1 million.

**Second Priority:**

eBART extension beyond Hillcrest Avenue – environmental review for the eBART extension (up to \$3.0 million).

**Third Priority:**

James Donlan Extension (JDE; project includes a 2.7-mile (approximate) extension from Somersville Road to Kirker Pass Road, consisting of a four-lane

road for approximately 0.72 mile through Black Diamond Estates and Sky Ranch II Subdivisions (western edge), then a two-lane road for approximately 1.7 miles through an undeveloped area, then expanded to four lanes for the remaining 0.28 mile (approximate) near Kirker Pass Road (east end), and realignment of a portion of Kirker Pass Road to match project grades and to conform the project to existing topography).

Other Projects:

The priority and funding for all other ECCRFFA Projects will be determined by the Authority Board.

The above priority order cannot be changed unless both of the following conditions are met: (1) there are extenuating circumstances regarding regional priorities or difficulties in implementing one of the priority projects listed above, and (2) there is a unanimous vote by the full Authority Board, with all Board members present, to change the above priority order.

Pittsburg shall use PRTDIM fees collected between September 7, 2010 and the effective date of the Third Amendment to the Agreement (approximately \$5.5 million) as follows: approximately \$5.3 million for JDE (i.e., environmental clearance, right-of-way acquisition, and project design) and the Railroad Avenue eBART station; and up to \$196,000 for legal fees incurred by Pittsburg in the TRANSPLAN/ECCRFFA lawsuit.”

**F. Cooperation among ECCRFFA Member Agencies.** ECCRFFA and each of its Member Agencies agree to cooperate so as to maximize all regional, state, and federal funding available to complete construction of the Priority Projects, as set forth in Section E above, as soon as reasonably possible, unless the Priority Projects would not compete as well as other candidate projects in East County, due to project readiness or other funding criteria required for project selection. For clarity, the intent is to ensure that the Priority Projects receive priority for available outside funding, while balancing the goal of maximizing funding/delivery of all transportation projects in East County.

*Final Draft Report*

# East Contra Costa Regional Fee Program Update

Prepared for:

East Contra Costa Regional Fee &  
Financing Authority

September 2020

1001-1655.02

FEHR  PEERS

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Appendix A: SCR Extension Project Costs

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# 1. Introduction

## Background

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA or the Authority) is a regional planning agency charged with funding regional transportation improvement projects in eastern Contra Costa County with revenue from the Authority's regional transportation demand impact mitigation (RTDIM) fees. The Authority's jurisdiction includes the eastern portion of the County, including unincorporated areas and the Cities of Antioch, Brentwood, Oakley, and Pittsburg. The Authority's boundaries are shown in **Figure 1**.

The Authority first implemented a transportation development impact fee program in 1994. The fee was calculated to reflect new development's proportional share of the cost of various regional transportation improvements, such as the State Route (SR) 4 Bypass and the widening of SR 4 through Pittsburg and Antioch. The Authority conducted an update of the fee program in 2001 to help fund an expanded list of regional transportation improvements. In the summer of 2005, the Authority completed a comprehensive update of its RTDIM fee program. In June 2005, the ECCRFFA Board approved the *East Contra Costa Regional Fee Program Update Final Report* (the "2005 Report") prepared by Fehr & Peers, and each of the five member jurisdictions adopted an updated set of fees pursuant to that report.

Since that time, the fees have been adjusted annually to reflect changes in construction costs. Beginning in 2008-2009, a fee rebate program was established in response to the economic downturn. The fee rebate has been reduced over time, but the Authority has continued to implement a 15% fee rebate since January 1, 2017. Periodic program assessments have been completed and documented over the past several years to evaluate the progress of the program in funding and delivering projects on the project list.

## Purpose

Recently, there has been interest in expanding the ECCRFFA fee program to include a project that would involve the extension of Sand Creek Road westward, from its current terminus near SR 4, to a new intersection with Deer Valley Road in Antioch (the "SCR extension"). At its December 13, 2018 meeting, the ECCRFFA Board of Directors directed that a focused nexus study be conducted to evaluate the addition of the SCR extension to the fee program. The purpose of this report is to evaluate the addition of the SCR extension to the ECCRFFA project list, and to determine new development's proportional share of the cost of that project should it be added to the fee program.

## Study Area

As shown on **Figure 1**, ECCRFFA's jurisdiction area includes certain unincorporated areas of eastern Contra Costa County, as well as the Cities of Antioch, Brentwood, Oakley, and Pittsburg.



## Study Process

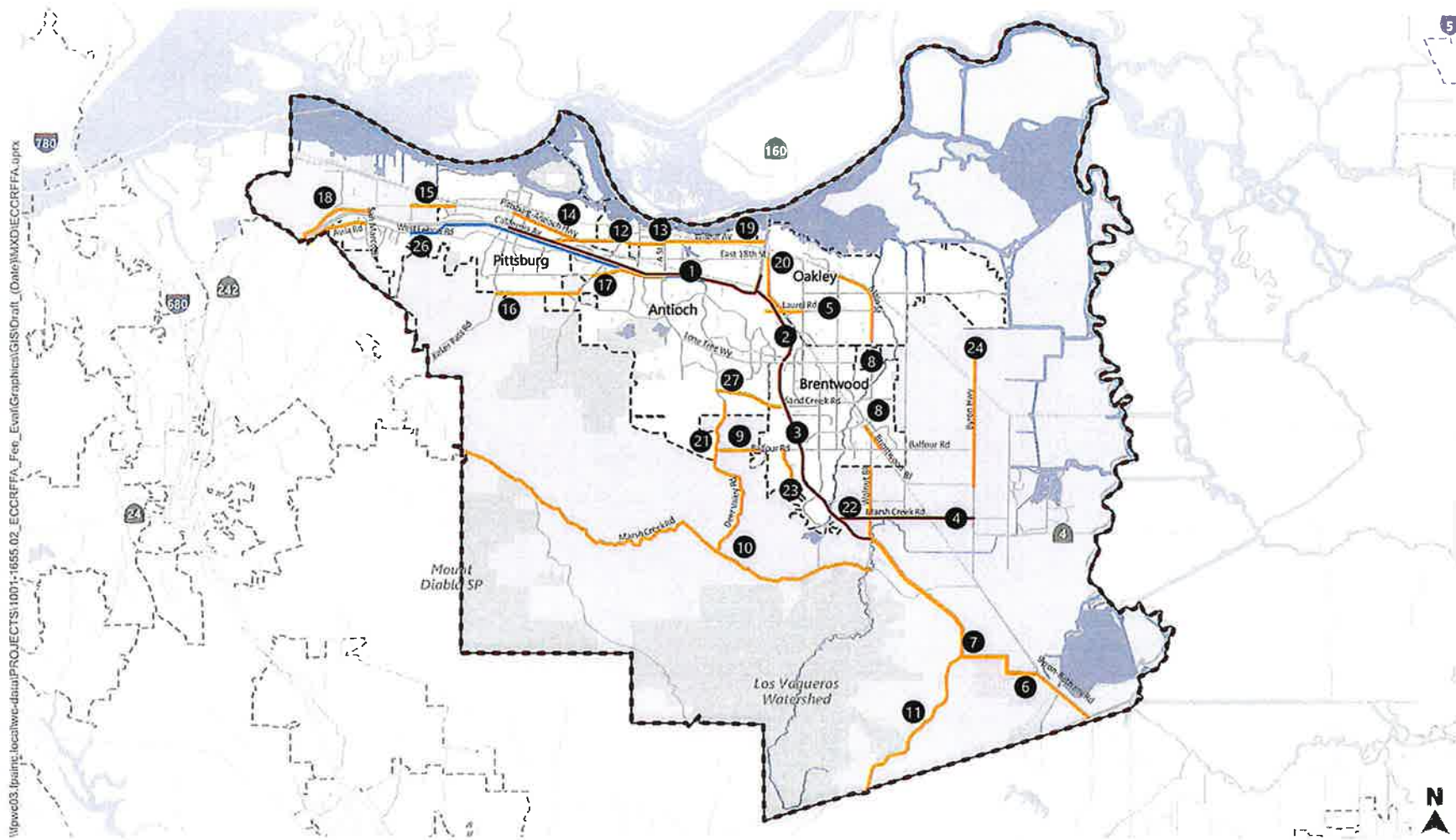
This study was developed under the direction of ECCRFFA staff and with input from staff from each of the member agencies. Because this is a focused nexus study, it follows the same technical methods and procedures as were used in the 2005 Report. The intent is to maintain the existing structure of the ECCRFFA program; therefore, the 2005 Report remains the best source of detailed information about the nexus analysis for the existing program. The focus of this current analysis is to determine new development's proportional share of the cost of the SCR extension should it be added to the fee program, as well as to incorporate updated cost information regarding all of the projects on the current ECCRFFA project list (i.e., the projects evaluated in the 2005 Report).

## Organization of the Report

After this introductory section, the report contains three additional sections:

- *Section 2 – Program Information and Project List* describes the background of the fee program, the current fee amounts, and the list of projects included in the program.
- *Section 3 – Growth Projections* documents the amount of growth anticipated in East County over the next twenty years that would be subject to the fee.
- *Section 4 – Nexus Analysis and Fee Calculations* describes the results of the nexus analysis for the Sand Creek Road extension project and calculates the fee amounts using the updated information presented in the report.





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#### Project Type

— Freeway Improvements

— Arterial Improvements

— Regional Transit Improvements

--- East Contra Costa County Fee Boundary

Note: The East County Express Bus project 26 is not mapped as its location is not defined.

Figure 1

ECCRFFA Area and Projects

## 2. Program Information and Project List

The existing ECCRFFA program authorizes ECCRFFA's member agencies to charge RTDIM fees on new development within ECCRFFA's jurisdiction. The current schedule of ECCRFFA RTDIM fees is shown in **Table 1**.

The existing ECCRFFA program generates RTDIM fee revenue that can be used to fund new development's proportional share of any of the 26 transportation improvement projects listed in the 2005 Report. Those projects include freeway and regional transit improvements as well as projects along major arterial roadways that connect different parts of the East County region. The proposed SCR extension has been temporarily added as project #27 for the purposes of this study. See Figure 1 for a map of the project locations, and **Table 2** contains a description of each project along with its current status and estimated cost.

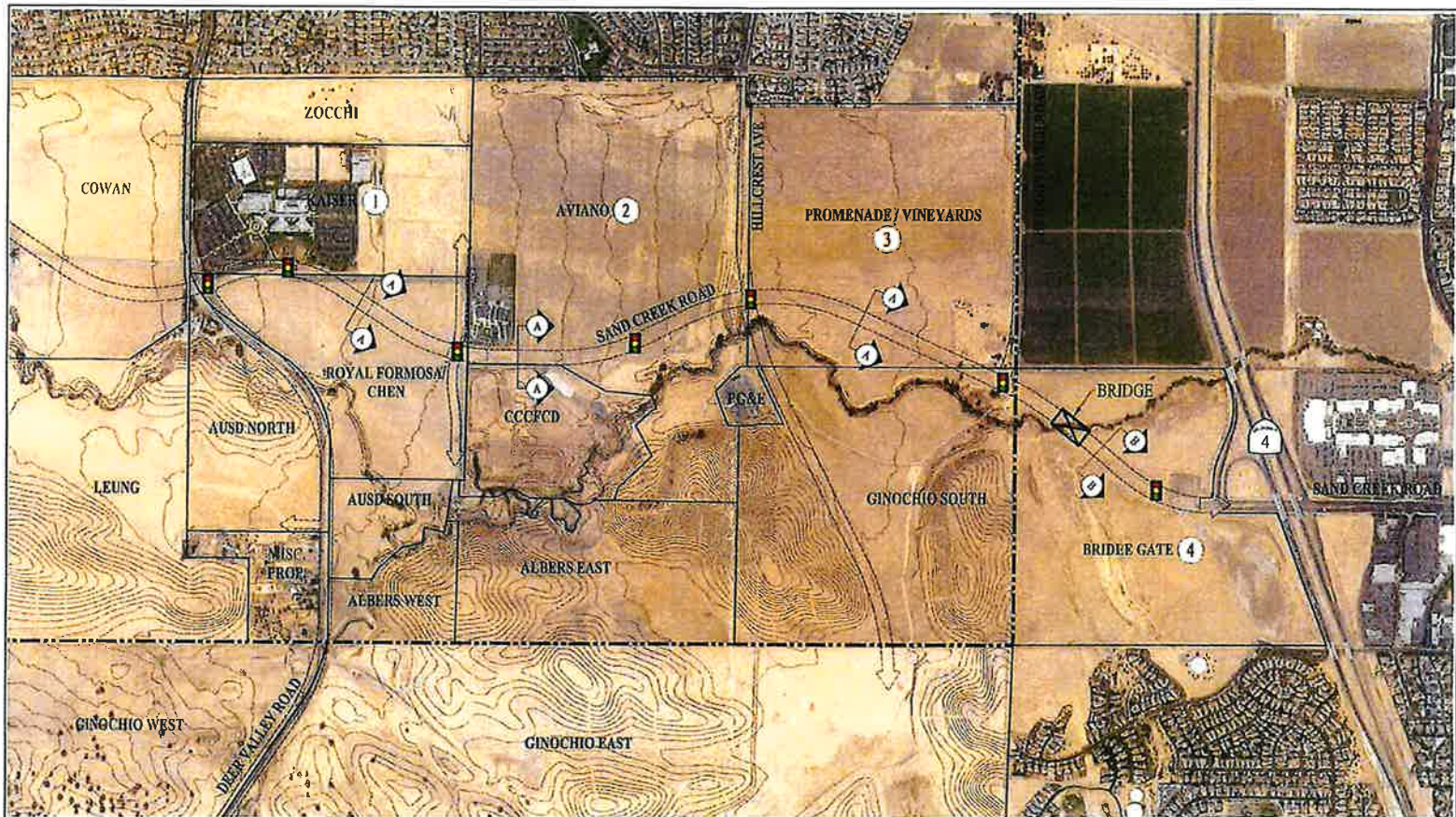
For those projects that have been completed, the cost shown on Table 2 reflects the actual cost. For projects yet to be completed, the cost estimate from the 2005 Report has been indexed to current dollars by applying an annual construction cost index, consistent with the process used to index the ECCRFFA fee amounts each year. In a few cases, the project sponsors were able to provide a more recent cost estimate, which was then incorporated into Table 2. This was the case for project #16 (the James Donlon Boulevard extension) and proposed project #27 (the SCR extension).

The SCR extension project involves the extension of Sand Creek Road as a four-lane, east-west arterial from its current terminus at SR 4 in Brentwood westward to intersect with Deer Valley Road in Antioch. See **Figure 2** for an exhibit showing the conceptual alignment of the SCR extension. The SCR extension would provide access to several areas proposed for development, including the developments known as Bridle Gate in Brentwood, and Promenade and Aviano in Antioch. Near its western end, the SCR extension would connect to Deer Valley Road, near the existing Dozier-Libbey Medical High School and the Kaiser Permanente Medical Center.

The SCR extension will serve multiple purposes. Major functions of the road would include: 1) allowing access to the proposed new development areas described previously; and 2) filling a transportation gap in east-west connectivity between Antioch and Brentwood to serve the anticipated growth in regional travel without overburdening the existing parallel routes of Balfour Road and Lone Tree Way. The SCR extension would also allow more direct and efficient access to the Kaiser Medical Center and the Dozier-Libbey High School from Brentwood and points east. As described further in Section 4, the portion of the SCR extension project cost that is proposed to be included in the ECCRFFA program has been calculated to account for new development's proportional share of the cost of the project.







| SEGMENT NUMBER | DESCRIPTION                   | APPROXIMATE LENGTH (LF) | COST (\$)  | COST (\$)/LF     |
|----------------|-------------------------------|-------------------------|------------|------------------|
| 1              | GRAD / TOTAL FORMOSA          | 2,550                   | 7,984,000  | \$3,130/LF       |
| 2              | AVIANO                        | 2,830                   | 8,918,500  | \$3,150/LF       |
| 3              | PROMENADE/VINEYARDS           | 2,740                   | 5,553,800  | \$2,028/LF       |
| 4              | BRIDGE GATE                   | 2,120                   | 5,528,000  | \$2,607/LF       |
| 5              | BRIDGE                        | 10,700                  | 27,730,000 | \$2,591/LF       |
| 6              | BRIDGE (100' x 14')           | N/A                     | 4,100,000  | N/A              |
| 7              | BRIDGE (100' x 14' FOR 9000') | N/A                     | 3,645,000  | N/A              |
| TOTAL          |                               | 10,320                  | 13,655,300 | \$1,323/LF (AVG) |

NOTE: ALL COSTS EXCEPT A 20% CONTINGENCY AND 20% LEAD.

#### LEGEND

- CITY LIMIT LINE / SPHERE OF INFLUENCE
- REGIONAL ROADWAY
- TRAFFIC SIGNAL

DRAFT

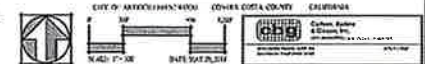


SECTION A-A SAND CREEK ROAD - APPROACH - 112 RW



SECTION B-B SAND CREEK ROAD - BRIDGE - 100' x 14'

### PRELIMINARY REGIONAL TRANSPORTATION ROUTING EXHIBIT SAND CREEK ROAD



**Table 1: Current ECCRFFA Fees (as of January 2020)**

| Land Use Category | Unit           | Fee per Unit | ECCRFFA Fee Rebate | Fee Less ECCRFFA Fee Rebate |
|-------------------|----------------|--------------|--------------------|-----------------------------|
| Single-Family     | DU             | \$22,920     | 15%                | \$19,482                    |
| Multi-Family      | DU             | \$14,070     | 15%                | \$11,960                    |
| Commercial        | Sq. Ft.        | \$1.90       |                    | \$1.90                      |
| Office            | Sq. Ft.        | \$1.66       |                    | \$1.66                      |
| Industrial        | Sq. Ft.        | \$1.66       |                    | \$1.66                      |
| Other             | Peak Hour Trip | \$22,920     |                    | \$22,920                    |

Notes: DU = Dwelling Unit. For projects that do not fit in one of the general land use categories above, the fee is assessed on the basis of the number of peak hour vehicle trips estimated to be generated by that project.  
 Source: Contra Costa County.

**Table 2: ECCRFFA Project List**

| Number                      | Project               | Description/ Project Limits                                           | Sponsor          | Total Cost (\$ Million) | Status    |
|-----------------------------|-----------------------|-----------------------------------------------------------------------|------------------|-------------------------|-----------|
| <b>Freeway Improvements</b> |                       |                                                                       |                  |                         |           |
| 1                           | SR 4 Freeway widening | Railroad Avenue to Loveridge Road, widen to 8 lanes                   | CCTA             | \$ 101.0                | Completed |
|                             |                       | Loveridge interchange                                                 | CCTA             | \$ 157.8                | Completed |
|                             |                       | Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)         | CCTA             | \$ 374.7                | Completed |
|                             |                       | Hillcrest interchange expansion                                       | CCTA             | \$ 10.0                 | Completed |
| 2                           | SR 4 Bypass Segment 1 | Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree   | Bypass Authority | \$ 113.7                | Completed |
|                             |                       | Phase 2, SR 160 interchange                                           | Bypass Authority | \$ 50.1                 | Completed |
|                             |                       | Laurel interchange, phase 2                                           | Bypass Authority | \$ 1.0                  | Completed |
| 3                           | SR 4 Bypass Segment 2 | Phase 1, 2 lanes                                                      | Bypass Authority | \$ 33.3                 | Completed |
|                             |                       | Phase 2, 4 lanes, Sand Creek Road to Balfour Road                     | Bypass Authority | \$ 16.0                 | Completed |
|                             |                       | Widen to 6 lanes, Laurel Road to Sand Creek Road                      | Bypass Authority | \$ 29.0                 |           |
|                             |                       | Sand Creek interchange and 4 lanes, Laurel to Sand Creek              | Bypass Authority | \$ 43.8                 | Completed |
| 4                           | SR 4 Bypass Segment 3 | Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector | Bypass Authority | \$ 77.8                 | Completed |





**Table 2: ECCRFFA Project List**

| Number                       | Project                                                | Description/ Project Limits                                                                                                    | Sponsor            | Total Cost (\$ Million) | Status              |
|------------------------------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------|---------------------|
|                              |                                                        | Marsh Creek to Vasco, 2 lanes                                                                                                  | Bypass Authority   | \$ 12.6                 | Completed           |
|                              |                                                        | Segment 3, widen to 4 lanes                                                                                                    | Bypass Authority   | \$ 58.9                 |                     |
|                              |                                                        | Balfour interchange                                                                                                            | Bypass Authority   | \$ 58.0                 | Completed           |
|                              |                                                        | Marsh Creek interchange                                                                                                        | Bypass Authority   | \$ 37.2                 |                     |
|                              |                                                        | Vasco interchange                                                                                                              | Bypass Authority   | \$ 31.0                 |                     |
| <b>Arterial Improvements</b> |                                                        |                                                                                                                                |                    |                         |                     |
| 5                            | Laurel Road extension                                  | SR4 Bypass to Empire, 6 lanes                                                                                                  | Bypass Authority   | \$ 22.6                 | Completed           |
| 6                            | SR 239/84 Connector                                    | Armstrong Road extension, 2 lanes (formerly Byron Airport Road)                                                                | County             | \$ 9.5                  |                     |
| 7                            | SR 239                                                 | Corridor study and preliminary design (no construction costs)                                                                  | County             | \$ 15.5                 | Study completed     |
| 8                            | SR 4 (Main St or Brentwood Blvd) widening              | Vintage Pkwy in Oakley to Marsh Creek bridge in Brentwood and from Chestnut Street to Balfour Road in south Brentwood, 4 lanes | Oakley, Brentwood  | \$ 48.0                 | Partially completed |
| 9                            | Balfour Road widening                                  | Deer Valley to Brentwood city limits, widen to 4 lanes                                                                         | County             | \$ 10.5                 |                     |
| 10                           | Marsh Creek Road/Deer Valley Road Safety Enhancements  | Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road                            | County             | \$ 22.0                 |                     |
| 11                           | Route 84/Vasco Road                                    | Widen to 4 lanes to County line                                                                                                | County             | \$ 323.8                |                     |
| 12                           | Pittsburg-Antioch Highway                              | Widen to 4 lanes, Auto Center Drive to Loveridge                                                                               | Antioch, Pittsburg | \$ 17.0                 |                     |
| 13                           | Ninth and Tenth Streets                                | Couplet improvements, A St to L St                                                                                             | Antioch            | \$ 7.0                  |                     |
| 14                           | California Avenue                                      | Widen to 4 lanes, Railroad to Loveridge                                                                                        | Pittsburg          | \$ 25.9                 |                     |
| 15                           | Willow Pass Road                                       | Widen to 4 lanes, Range to Loftus and Bailey to city limits                                                                    | Pittsburg, County  | \$ 10.7                 |                     |
| 16                           | James Donlon Blvd Extension (formerly Buchanan Bypass) | New 2- to 4-lane arterial, Somersville to Kirker Pass Road                                                                     | Pittsburg          | \$ 105.8                | Design in progress  |
| 17                           | West Tregallas/Fitzuren                                | Widen to 4 lanes, Lone Tree to Buchanan                                                                                        | Antioch            | \$ 38.7                 |                     |
| 18                           | West Leland Road or Evora Road                         | Extend, San Marco to Avila Road                                                                                                | Pittsburg          |                         |                     |
|                              |                                                        | Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes                                                              | County             | \$ 18.0                 |                     |
| 19                           | Wilbur Avenue                                          | Widen to 4 lanes, Minaker Drive to SR 160                                                                                      | Antioch, County    | \$ 31.0                 |                     |



**Table 2: ECCRFFA Project List**

| Number                           | Project                 | Description/ Project Limits                                   | Sponsor           | Total Cost (\$ Million) | Status             |
|----------------------------------|-------------------------|---------------------------------------------------------------|-------------------|-------------------------|--------------------|
| 20                               | Neroly Road             | Widen to 4 lanes, Oakley Rd to Laurel Rd                      | Oakley            | \$ 7.7                  |                    |
| 21                               | Deer Valley Road        | Widen to 4 lanes, Antioch city limits to Balfour Road         | County            | \$ 13.9                 |                    |
| 22                               | Walnut Boulevard        | Widen to 4 lanes, Brentwood city limits to SR 4 Bypass        | County            | \$ 18.6                 |                    |
| 23                               | John Muir Parkway       | New Roadway between Balfour Road and Fairview Avenue          | Brentwood         | \$ 17.7                 | Design in progress |
| 24                               | Byron Highway           | Safety Improvements between Delta Road and SR 4               | County            | \$ 5.6                  |                    |
| 27                               | Sand Creek Road         | Extension of 4-lane roadway between SR 4 and Deer Valley Road | Antioch           | \$ 34.9                 |                    |
| <b>Regional Transit Projects</b> |                         |                                                               |                   |                         |                    |
| 25                               | East County Express Bus |                                                               | Tri-Delta Transit | \$ 8.3                  |                    |
| 26                               | Commuter Rail           |                                                               | CCTA              | \$ 513.0                | Completed          |
| <b>TOTAL</b>                     |                         |                                                               |                   | <b>\$2,531.5</b>        |                    |

Note: Project #27, the Sand Creek Road Extension, is not currently part of the ECCRFFA program. As explained above, the SCR extension is being considered for incorporation into the program.  
 Source: ECCRFFA.



### 3. Growth Projections

An important element of every fee calculation is the estimate of future growth in the fee area. As part of this update, the current land use files available from the Contra Costa Transportation Authority (CCTA) travel demand model were reviewed. These files contain projections of the amount of residential and employment growth that is anticipated to occur in East County. CCTA has just completed an update of the travel model and has developed a new set of land use files that reflect the totals from the Association of Bay Area Governments (ABAG) Projections 2017 publication, which is the most current set of regional growth projections available.

The first step in the process was to identify which of the model's traffic analysis zones (TAZs) are within ECCRFFA's jurisdiction. The ECCRFFA jurisdictional boundary was available as a GIS file, and was overlaid with the CCTA TAZ structure to identify the TAZs that are located within ECCRFFA's jurisdiction. For those TAZs that are only partially within ECCRFFA's jurisdiction, the TAZ was included in the calculation only if more than 50% of the TAZ land area was within ECCRFFA's jurisdiction.

The next step was to tabulate the total amount of households and employment in the ECCRFFA TAZs, as shown in **Table 3**. The year 2020 is used as the baseline and the year 2040 is the horizon year. The employment categories shown are those that have historically been used in prior nexus studies for the ECCRFFA program, and are used here for consistency with the existing fee program.

**Table 3: Projected Land Use in East County**

| Jurisdiction                      | Year 2020 <sup>1</sup> |               |               |                   |               | Year 2040     |               |               |                   |               |
|-----------------------------------|------------------------|---------------|---------------|-------------------|---------------|---------------|---------------|---------------|-------------------|---------------|
|                                   | Employment             |               |               | Residential Units |               | Employment    |               |               | Residential Units |               |
|                                   | Service                | Retail        | Other         | Single Family     | Multi-family  | Service       | Retail        | Other         | Single Family     | Multi-family  |
| <b>Antioch</b>                    | 6,055                  | 7,819         | 8,105         | 27,956            | 7,326         | 7,587         | 9,923         | 10,280        | 31,808            | 10,425        |
| <b>Brentwood</b>                  | 2,160                  | 2,883         | 3,134         | 15,565            | 1,880         | 2,901         | 3,321         | 3,833         | 20,037            | 2,555         |
| <b>Oakley</b>                     | 1,121                  | 1,355         | 1,918         | 10,411            | 2,002         | 1,944         | 1,762         | 2,494         | 13,411            | 3,836         |
| <b>Pittsburg</b>                  | 4,232                  | 4,472         | 7,463         | 14,573            | 7,039         | 5,952         | 5,660         | 8,129         | 18,953            | 11,557        |
| <b>Unincorporated East County</b> | 1,327                  | 3,051         | 5,514         | 15,827            | 3,456         | 2,798         | 3,643         | 4,815         | 18,657            | 4,685         |
| <b>Total East County</b>          | <b>14,895</b>          | <b>19,580</b> | <b>26,134</b> | <b>84,332</b>     | <b>21,703</b> | <b>21,182</b> | <b>24,309</b> | <b>29,551</b> | <b>102,866</b>    | <b>33,058</b> |

Relationship between land use categories in the model and the fee program were assumed to be: Retail=Commercial; Service=Office; and Other=Industrial, Manufacturing, Agriculture and other land use categories included in the CCTA model.

1. 2020 land use was derived by a linear interpolation between the 2010 and 2040 land use data provided by CCTA in March 2019.

Source: ECCRFFA, CCTA, Fehr & Peers.



## Dwelling Unit Equivalent Factors

It is common in many fee programs to convert the projected growth into a standard unit of measurement called the dwelling unit equivalent (DUE), in order to account for the fact that different types of development have different travel characteristics. The factors used to convert the future land use numbers into DUEs are shown in **Table 4**. These factors have been developed following the same structure established in the 2005 Report; the values in each column have been updated to reflect the most current data available. These DUE conversion factors involve the following elements: land use-specific PM peak hour trip rates from *ITE Trip Generation*, 10th Edition; estimates of the percent new trips from SANDAG *Brief Guide of Vehicular Traffic Generation Rates* (2002); and average trip lengths from the 2012 California Household Travel Survey for census tracts within ECCRFFA's jurisdiction.

**Table 4: DUE Conversion Factors**

| Land Use Category          | Unit              | PM Peak Trip Rate <sup>1</sup> | % New Trips <sup>2</sup> | Average Trip Length (miles) <sup>3</sup> | PM Peak New Trip Length per Unit <sup>4</sup> | DUE per Unit <sup>5</sup> |
|----------------------------|-------------------|--------------------------------|--------------------------|------------------------------------------|-----------------------------------------------|---------------------------|
| <b>Housing</b>             |                   |                                |                          |                                          |                                               |                           |
| Single Family <sup>a</sup> | Dwelling Unit     | 0.99                           | 100                      | 9.0                                      | 8.9                                           | 1.00                      |
| Multi-Family <sup>b</sup>  | Dwelling Unit     | 0.56                           | 100                      | 7.5                                      | 4.2                                           | 0.47                      |
| <b>Employment</b>          |                   |                                |                          |                                          |                                               |                           |
| Commercial <sup>c</sup>    | 1,000 square feet | 3.81                           | 45                       | 5.0                                      | 8.6                                           | 0.96                      |
| Office <sup>d</sup>        | 1,000 square feet | 1.15                           | 75                       | 14.0                                     | 12.1                                          | 1.36                      |
| Industrial <sup>e</sup>    | 1,000 square feet | 0.63                           | 80                       | 14.0                                     | 7.1                                           | 0.79                      |

1. The average PM peak hour (between 4 and 6 PM) trip rate was taken from the *ITE Trip Generation Manual*, 10th Edition, for the following land use codes:
  - a. Single Family Detached - Code 210
  - b. Multifamily Housing (Low Rise) - Code 220
  - c. Shopping Center - Code 820
  - d. General Office - Code 710
  - e. General Light Industrial - Code 110
2. Taken from the SANDAG Brief Guide of Vehicular Traffic Generation Rates, April 2002.
3. Average trip lengths for the East County area as derived from 2012 California Household Travel Survey Data. For single family and multifamily housing, used travel survey data for all home-based trip purposes. For commercial uses, used data for home-based shopping purpose. For office and industrial uses, used data for all work-related trips.
4. Calculated as: PM Peak Trip Rate \* % New Trips \* Average Trip Length.
5. DUE per Unit is calculated by normalizing the PM Peak New Trip Length for each category such that the single-family residential category is assigned a DUE of 1.00. This is accomplished by dividing the PM Peak New Trip Length for each category by the PM Peak New Trip Length of the single-family residential category. So, for example, the DUE per Unit for the Multi-family category is calculated as 4.2 / 8.9 = 0.47.

Source: ECCRFFA, Fehr & Peers.



## Projected Growth in East County

Forecasted growth in East Contra Costa County is shown in **Table 5** in absolute numbers of new jobs and residential units, and then those numbers are converted to DUEs. The total number of new DUEs projected in the 20 years from 2020 to 2040 is 29,808. As a point of comparison, in the 2005 Report the amount of growth projected over the 20-year period from 2005 to 2025 was approximately 42,000 DUEs. This result is an indication that the East County area is moving closer to a build-out condition, as the amount of future growth begins to moderate.

**Table 5: Forecasted Growth in East Contra Costa County (2020 to 2040)**

| Jurisdiction               | Estimated Growth (2020 to 2040) |        |       |                   |                           | Estimated Growth in DUEs (2020 to 2040) |                         |                         |                  |                           | Total DUEs |
|----------------------------|---------------------------------|--------|-------|-------------------|---------------------------|-----------------------------------------|-------------------------|-------------------------|------------------|---------------------------|------------|
|                            | Employment                      |        |       | Residential Units |                           | Employment DUEs                         |                         |                         | Residential DUEs |                           |            |
|                            | Service                         | Retail | Other | Single Family     | Multi-family <sup>4</sup> | Office <sup>1</sup>                     | Commercial <sup>2</sup> | Industrial <sup>3</sup> | Single Family    | Multi-family <sup>4</sup> |            |
| Antioch                    | 1,532                           | 2,104  | 2,175 | 3,852             | 3,099                     | 571                                     | 1,012                   | 689                     | 3,852            | 1,461                     | 7,585      |
| Brentwood                  | 741                             | 438    | 699   | 4,472             | 675                       | 276                                     | 211                     | 221                     | 4,472            | 318                       | 5,498      |
| Oakley                     | 823                             | 407    | 576   | 3,000             | 1,834                     | 307                                     | 196                     | 182                     | 3,000            | 865                       | 4,549      |
| Pittsburg                  | 1,720                           | 1,188  | 666   | 4,380             | 4,518                     | 641                                     | 572                     | 211                     | 4,380            | 2,130                     | 7,933      |
| Unincorporated East County | 1,471                           | 592    | 0     | 2,830             | 1,229                     | 548                                     | 285                     | 0                       | 2,830            | 579                       | 4,242      |
| Total East County          | 6,287                           | 4,729  | 4,116 | 18,534            | 11,355                    | 2,343                                   | 2,275                   | 1,304                   | 18,534           | 5,353                     | 29,808     |

Relationship between land use categories in the model and the fee program were assumed to be: Retail=Commercial; Service=Office; and

Other=Industrial, Manufacturing, Agriculture and other land use categories included in the CCTA model.

1. Office DUE conversion assumes 275 square feet per employee and a DUE per thousand square feet of 1.36.  $DUE = EMP * 0.275 * 1.36$
2. Commercial DUE conversion assumes 500 square feet per employee and a DUE per thousand square feet of 0.96.  $DUE = EMP * 0.500 * 0.96$
3. Industrial DUE conversion assumes 400 square feet per employee and a DUE per thousand square feet of 0.79.  $DUE = EMP * 0.400 * 0.79$
4. The multifamily units were multiplied by a DUE of 0.47.

Source: ECCRFFA, Fehr & Peers.



## 4. Nexus Analysis and Fee Calculations

### Existing Deficiencies

One of the key functions of a fee program is to charge fees to new development in order to fund new development's proportional share of transportation improvements needed to serve the demand and impacts generated by that new development. The purpose of an impact fee is not to correct existing deficiencies, which should be funded through other revenue sources. Therefore, it is necessary to determine whether there are existing deficiencies in the roadway network that may be related to or affected by the SCR extension.

Because the SCR extension would be a new east-west roadway that does not currently exist, the determination of existing deficiencies is done by addressing whether the existing roadways that currently serve east-west travel in this general vicinity are already experiencing deficient operations. The following intersections, which are parallel to, and roughly the same east-west extent as, the proposed SCR extension, were chosen for analysis:

- Lone Tree Way/Canada Valley Road
- Lone Tree Way/Hillcrest Avenue
- Lone Tree Way/Deer Valley Road
- Balfour Road/Cortona Way
- Balfour Road/Foothill Drive
- Balfour Road/Deer Valley Road

AM and PM peak period traffic counts were collected on a typical weekday with good weather conditions and when school was in session. The count data was used to calculate the peak hour Level of Service (LOS) at each study intersection. These results were compared to the applicable LOS standard for those facilities in order to identify existing deficiencies.

The City of Brentwood requires that "intersection levels of service should be maintained at LOS D or better" for Signalized Suburban Arterial Routes (City of Brentwood General Plan, July 2014). Similarly, the City of Antioch's requirement for signalized intersections is that they be maintained at LOS D (City of Antioch General Plan, 2003).

The results of the LOS analysis performed at each study intersection are presented in **Table 6**. The analysis identified one deficiency, at the intersection of Balfour Road and Cortona Way in Brentwood. During the PM peak hour, the results of the analysis indicate LOS E at that intersection with a total average delay of





78 seconds. The threshold for LOS D operations at a signalized intersection is 55 seconds of delay (Highway Capacity Manual, 2010).

The analysis indicated that the southbound approach at the Balfour Road/Cortona Way intersection has the highest reported delay, and reducing the volume of the southbound left-turn movement would have the greatest effect on level of service. To achieve LOS D, a reduction of southbound left-turning volume, from 176 vehicles to 123 vehicles, would be required. However, it should be noted that the southbound left-turn movement at this intersection is largely unrelated to the SCR extension. Cortona Way is a short north-south street that serves several commercial businesses, an assisted living facility, and a relatively small number of residences. The vehicles that are turning left from southbound Cortona Way onto Balfour Road in the PM peak hour will be heading either onto SR 4 or further eastward into southern Brentwood. These travel patterns would not be served or affected by the SCR extension. Therefore, while this intersection currently operates at a deficient level of service, the particular travel patterns involved lead to the conclusion that the Balfour Road/Cortona Way intersection does not represent an existing deficiency that would affect the nexus determination for the SCR extension.

**Table 6: Existing Intersection Level of Service (LOS)**

| Intersection                       | Control Type <sup>1</sup>   | Peak Hour <sup>2</sup> | Delay <sup>3</sup> | LOS <sup>4</sup> |
|------------------------------------|-----------------------------|------------------------|--------------------|------------------|
| 1 Lone Tree Way/Canada Valley Road | Signalized                  | AM                     | 17.9               | B                |
|                                    |                             | PM                     | 28.2               | C                |
| 2 Lone Tree Way/Hillcrest Avenue   | Signalized                  | AM                     | 19.5               | B                |
|                                    |                             | PM                     | 21.6               | C                |
| 3 Lone Tree Way/ Deer Valley Road  | Signalized                  | AM                     | 27.3               | C                |
|                                    |                             | PM                     | 24.8               | C                |
| 4 Balfour Road/Cortona Way         | Signalized                  | AM                     | 43.9               | D                |
|                                    |                             | <b>PM</b>              | <b>78.0</b>        | <b>E</b>         |
| 5 Balfour Road/Foothill Drive      | Signalized                  | AM                     | 48.9               | D                |
|                                    |                             | PM                     | 32.3               | C                |
| 6 Balfour Road/Deer Valley Road    | Side-Street Stop-Controlled | AM                     | 13.8 (21.7)        | B (C)            |
|                                    |                             | PM                     | 9.9 (13.8)         | A (B)            |

Notes:

- Existing intersection traffic control type
- AM = Weekday morning peak hour, PM = Weekday evening peak hour
- Whole intersection average delay reported for signalized intersections. Side-street stop-controlled delay presented as Whole Intersection Average Delay (Worst Movement Delay). Delay calculated per HCM 2010 methodologies.
- LOS designation per HCM 2010.

**Bold** indicates a LOS result lower than the relevant standard.

Source: Fehr & Peers, March 2019.

## Proportional Cost Allocation

As described previously, the purpose of this study is to evaluate the incorporation of the proposed SCR extension into the ECCRFFA fee program. As such, the focus here is on defining the proportion of the SCR



extension project cost that could be included in the fee program. No changes are being made to the cost proportions included in the fee for all of the other projects that are already part of the ECCRFFA fee program. **Table 7** includes the total cost of each project, as well as the portion of that cost that is considered part of the ECCRFFA fee program.

Per the above discussion, there are no current existing deficiencies that would affect the determination about what proportion of the SCR extension cost should be included in the ECCRFFA fee program. If a facility is not subject to an existing deficiency, then the need for the improvement can be presumed to be generated by new development. As described in Section 2 of this report, the SCR extension is designed to serve multiple purposes, including access to the proposed new development areas in southern Antioch, and serving the anticipated increase in regional travel demand without overburdening the parallel routes. The extension would also provide a more direct connection to the existing Kaiser Medical Center and Dozier-Libbey High School.

The SCR extension would fill a gap in east-west connectivity between Balfour Road and Lone Tree Way. Balfour Road is approximately one mile south of the SCR extension while Lone Tree Way is about one mile north, and both are projected to serve relatively high levels of traffic demand in the future. For example, the transportation impact analysis recently completed for the project known as The Ranch, which would be located just west of the future SCR/Deer Valley Road intersection, assumed that the SCR extension would be constructed; even with that assumption, that study identified several future LOS issues at major intersections along both Lone Tree Way and Balfour Road. If the SCR extension were not constructed, traffic volumes and the associated LOS results along those roadways are expected to be even higher than were analyzed in The Ranch study. This is an indication that the SCR extension is needed to accommodate future demand for travel in the area around southern Antioch and Brentwood.

When a new roadway will serve both local access and regional travel needs, it is common practice to divide the responsibility for constructing the facility between local and regional entities. As described above, the need for the SCR extension is due entirely to the demands of new growth and is not related to an existing deficiency. The project designers have developed a detailed cost estimate for the SCR extension and have determined how each cost element reflects the road's purpose. The regional portion will include the center median and one lane of travel on either side of the median, while the local portion will include all other cost elements (e.g., outside lanes, retaining walls, landscaping, most of the cost of grading and utilities). The logic is that a two-lane road would be necessary in order to provide local access to the new development areas, so only the cost elements required to expand the road's capacity to four lanes should be considered a regional responsibility. A detailed breakdown of the SCR extension's costs is attached as **Appendix A**. As shown, the division between local and regional responsibility is approximately a 70%/30% split: the total project cost is estimated to be \$34.9 million, of which approximately \$24.1 million would be the responsibility of the local developers, while approximately \$10.8 million is the regional share that will be included in the ECCRFFA program.



**Table 7: Projects and Fee Contribution Amounts**

| Number                | Project               | Description/Project Limits                                            | Sponsor          | Total Cost (\$ million) | Fee Contribution (\$ million) |
|-----------------------|-----------------------|-----------------------------------------------------------------------|------------------|-------------------------|-------------------------------|
| Freeway Improvements  |                       |                                                                       |                  |                         |                               |
| 1                     | SR 4 Freeway widening | Railroad Avenue to Loveridge Road, widen to 8 lanes                   | CCTA             | \$ 101.0                | \$ 2.0                        |
|                       |                       | Loveridge interchange                                                 | CCTA             | \$ 157.8                |                               |
|                       |                       | Loveridge to Bypass (8 lanes to Hillcrest, 6 lanes to Bypass)         | CCTA             | \$ 374.7                |                               |
|                       |                       | Hillcrest interchange expansion                                       | CCTA             | \$ 10.0                 |                               |
| 2                     | SR 4 Bypass Segment 1 | Phase 1, 6 lanes to Laurel, interchanges at Laurel Rd and Lone Tree   | Bypass Authority | \$ 113.7                | \$ 88.7                       |
|                       |                       | Phase 2, SR 160 interchange                                           | Bypass Authority | \$ 50.1                 | \$ 0.2                        |
|                       |                       | Laurel interchange, phase 2                                           | Bypass Authority | \$ 1.0                  | \$ 1.0                        |
| 3                     | SR 4 Bypass Segment 2 | Phase 1, 2 lanes                                                      | Bypass Authority | \$ 33.3                 | \$ 33.3                       |
|                       |                       | Phase 2, 4 lanes, Sand Creek Road to Balfour Road                     | Bypass Authority | \$ 16.0                 |                               |
|                       |                       | Widen to 6 lanes, Laurel Road to Sand Creek Road                      | Bypass Authority | \$ 29.0                 | \$ 4.0                        |
|                       |                       | Sand Creek interchange and 4 lanes, Laurel to Sand Creek              | Bypass Authority | \$ 43.8                 | \$ 5.8                        |
| 4                     | SR 4 Bypass Segment 3 | Balfour to Marsh Creek (2 lanes) plus Marsh Creek east-west connector | Bypass Authority | \$ 77.8                 | \$ 77.8                       |
|                       |                       | Marsh Creek to Vasco, 2 lanes                                         | Bypass Authority | \$ 12.6                 | \$ 12.6                       |
|                       |                       | Segment 3, widen to 4 lanes                                           | Bypass Authority | \$ 58.9                 | \$ 58.9                       |
|                       |                       | Balfour interchange                                                   | Bypass Authority | \$ 58.0                 | \$ 28.0                       |
|                       |                       | Marsh Creek interchange                                               | Bypass Authority | \$ 37.2                 | \$ 37.2                       |
|                       |                       | Vasco interchange                                                     | Bypass Authority | \$ 31.0                 | \$ 31.0                       |
| Arterial Improvements |                       |                                                                       |                  |                         |                               |
| 5                     | Laurel Road extension | SR4 Bypass to Empire, 6 lanes                                         | Bypass Authority | \$ 22.6                 | \$ 22.6                       |



**Table 7: Projects and Fee Contribution Amounts**

| Number | Project                                                | Description/Project Limits                                                                                                     | Sponsor             | Total Cost (\$ million) | Fee Contribution (\$ million) |
|--------|--------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|---------------------|-------------------------|-------------------------------|
| 6      | SR 239/84 Connector                                    | Armstrong Road extension, 2 lanes (formerly Byron Airport Road)                                                                | County              | \$ 9.5                  | \$ 9.5                        |
| 7      | SR 239                                                 | Corridor study and preliminary design (no construction costs)                                                                  | County              | \$ 15.5                 | \$ 15.5                       |
| 8      | SR 4 (Main St or Brentwood Blvd) widening              | Vintage Pkwy in Oakley to Marsh Creek bridge in Brentwood and from Chestnut Street to Balfour Road in south Brentwood, 4 lanes | Oakley, Brentwood   | \$ 48.0                 | \$ 48.0                       |
| 9      | Balfour Road widening                                  | Deer Valley to Brentwood city limits, widen to 4 lanes                                                                         | County              | \$ 10.5                 | \$ 10.5                       |
| 10     | Marsh Creek Road/Deer Valley Road Safety Enhancements  | Marsh Creek: Walnut Boulevard to Clayton City Limits; Deer Valley: Balfour Road to Marsh Creek Road                            | County              | \$ 22.0                 | \$ 7.3                        |
| 11     | Route 84/Vasco Road                                    | Widen to 4 lanes to County line                                                                                                | County              | \$ 323.8                | \$ 323.8                      |
| 12     | Pittsburg-Antioch Highway                              | Widen to 4 lanes, Auto Center Drive to Loveridge                                                                               | Antioch, Pittsburg  | \$ 17.0                 | \$ 17.0                       |
| 13     | Ninth and Tenth Streets                                | Couplet improvements, A St to L St                                                                                             | Antioch             | \$ 7.0                  | \$ 7.0                        |
| 14     | California Avenue                                      | Widen to 4 lanes, Railroad to Loveridge                                                                                        | Pittsburg           | \$ 25.9                 | \$ 25.9                       |
| 15     | Willow Pass Road                                       | Widen to 4 lanes, Range to Loftus and Bailey to city limits                                                                    | Pittsburg, County   | \$ 10.7                 | \$ 10.7                       |
| 16     | James Donlon Blvd Extension (formerly Buchanan Bypass) | New 2- to 4-lane arterial, Somersville to Kirker Pass Road                                                                     | Pittsburg           | \$ 105.8                | \$ 72.0                       |
| 17     | West Tregallas/Fitzuren                                | Widen to 4 lanes, Lone Tree to Buchanan                                                                                        | Antioch             | \$ 38.7                 | \$ 38.7                       |
| 18     | West Leland Road or Evora Road                         | Extend, San Marco to Avila Road<br>Willow Pass Rd (BP) to Willow Pass Rd (Concord), widen to 4 lanes                           | Pittsburg<br>County | \$ 18.0                 | \$ 18.0                       |
| 19     | Wilbur Avenue                                          | Widen to 4 lanes, Minaker Drive to SR 160                                                                                      | Antioch, County     | \$ 31.0                 | \$ 31.0                       |
| 20     | Neroly Road                                            | Widen to 4 lanes, Oakley Rd to Laurel Rd                                                                                       | Oakley              | \$ 7.7                  | \$ 7.7                        |
| 21     | Deer Valley Road                                       | Widen to 4 lanes, Antioch city limits to Balfour Road                                                                          | County              | \$ 13.9                 | \$ 13.9                       |
| 22     | Walnut Boulevard                                       | Widen to 4 lanes, Brentwood city limits to SR 4 Bypass                                                                         | County              | \$ 18.6                 | \$ 18.6                       |
| 23     | John Muir Parkway                                      | New Roadway between Balfour Road and Fairview Avenue                                                                           | Brentwood           | \$ 17.7                 | \$ 3.6                        |



**Table 7: Projects and Fee Contribution Amounts**

| Number                           | Project                 | Description/Project Limits                                    | Sponsor           | Total Cost (\$ million) | Fee Contribution (\$ million) |
|----------------------------------|-------------------------|---------------------------------------------------------------|-------------------|-------------------------|-------------------------------|
| 24                               | Byron Highway           | Safety Improvements between Delta Road and SR 4               | County            | \$ 5.6                  | \$ 1.9                        |
| 27                               | Sand Creek Road         | Extension of 4-lane roadway between SR 4 and Deer Valley Road | Antioch           | \$ 34.9                 | \$ 10.8                       |
| <b>Regional Transit Projects</b> |                         |                                                               |                   |                         |                               |
| 25                               | East County Express Bus |                                                               | Tri-Delta Transit | \$ 8.3                  | \$ 2.7                        |
| 26                               | Commuter Rail           |                                                               | CCTA              | \$ 513.0                | \$ 38.0                       |
| <b>TOTAL</b>                     |                         |                                                               |                   | <b>\$2,531.5</b>        | <b>\$1,135.1</b>              |

Note: Project #27, the Sand Creek Road Extension, is not currently part of the ECCRFFA program. As explained above, the SCR extension is being considered for incorporation into the program.

## Fee Calculations

**Table 8** displays the calculated maximum impact fees based on this nexus analysis. These fees have been calculated based on the complete list of projects as shown in Table 7. The total fee contribution toward all the projects shown in Table 7 (\$1,135.1 million) has been divided by the total number of future Dwelling Unit Equivalents (DUEs) expected in East County as shown in Table 5 (29,808 DUEs), to calculate the resulting maximum fee per DUE of \$38,080. These calculations represent new development's proportional share of the cost of projects on the project list, including the SCR extension, as determined by this study.

**Table 8: New Maximum Fee Calculations**

| Land Use Category                         | New Maximum Fee |
|-------------------------------------------|-----------------|
| Single-Family Residential (dwelling unit) | \$38,080        |
| Multi-Family Residential (dwelling unit)  | \$17,950        |
| Commercial (square foot)                  | \$36.64         |
| Office (square foot)                      | \$51.61         |
| Industrial (square foot)                  | \$30.16         |
| Other (per peak hour trip)                | \$38,080        |

Source: Fehr & Peers.



# **Appendix A:**

## **SCR Extension Project Costs**



Sand Creek Road Extension-State Route 4 to Deer Valley Road  
 Estimate of Probable Cost and Allocation  
 Date: 5.8.2020

| ITEM NO.                 | STREET IMPROVEMENTS        | Unit Cost Data |              |                      |          | WESTERN END    |          | AVIANO - PHASE B |          | AVIANO - Phase III |          | PROMENADE - SEG 1 |          | PROMENADE - SEG 2 |          | PROMENADE - SEG 3 |          | Brentwood Bridge Gate |                  | Item Total      | Agency Responsibility | Agency Responsibility |  |
|--------------------------|----------------------------|----------------|--------------|----------------------|----------|----------------|----------|------------------|----------|--------------------|----------|-------------------|----------|-------------------|----------|-------------------|----------|-----------------------|------------------|-----------------|-----------------------|-----------------------|--|
|                          |                            | Unit           | Unit Price   | Escalated Unit Price | Quantity | Escalated Cost | Quantity | Escalated Cost   | Quantity | Escalated Cost     | Quantity | Escalated Cost    | Quantity | Escalated Cost    | Quantity | Escalated Cost    | Quantity | Amount                |                  |                 |                       |                       |  |
|                          | GRADING                    |                |              |                      |          |                |          |                  |          |                    |          |                   |          |                   |          |                   |          |                       |                  |                 |                       |                       |  |
| 1                        | Clearing and Grubbing      | SF             | \$ 0.25      | \$ 0.28              | 186,000  | \$ 51,266      | 104,000  | \$ 28,665        | 240,000  | \$ 66,150          | 95,200   | \$ 26,240         | 92,400   | \$ 25,468         | 92,400   | \$ 25,468         | 378,000  | \$ 104,186.25         | \$ 327,442.50    |                 |                       |                       |  |
| 2                        | Rough Grade Street Section | CY             | \$ 10.00     | \$ 11.03             | 27,500   | \$ 303,188     | 8,100    | \$ 89,303        | 21,200   | \$ 233,730         | 8,700    | \$ 95,918         | 8,400    | \$ 92,610         | 31,000   | \$ 341,775.00     |          | \$ 1,249,131.50       |                  |                 |                       |                       |  |
| 3                        | Grading to Property Line   | SF             | \$ 0.45      | \$ 0.50              | 186,000  | \$ 92,279      | 104,000  | \$ 51,597        | 242,000  | \$ 120,862         | 95,200   | \$ 47,231         | 92,400   | \$ 45,842         | 92,400   | \$ 45,842         | 378,000  | \$ 187,535.25         | \$ 590,388.75    |                 |                       |                       |  |
| 4                        | Subgrade Fabric            | SF             | \$ 0.20      | \$ 0.22              | 197,200  | \$ 43,483      | 58,200   | \$ 12,833        | 120,000  | \$ 26,460          | 57,500   | \$ 12,679         | 52,000   | \$ 11,446         | 54,000   | \$ 11,907         | 160,000  | \$ 35,280.00          | \$ 154,107.65    | \$ 1,740,803.40 | \$ 580,267.80         |                       |  |
| 5                        | 1.5" Asphalt Concrete      | SF             | \$ 3.25      | \$ 3.58              | 397,200  | \$ 1,413,900   | 58,200   | \$ 190,596       | 120,000  | \$ 397,975         | 57,500   | \$ 186,273        | 52,000   | \$ 169,090        | 54,000   | \$ 176,580        | 160,000  | \$ 513,300.00         | \$ 2,504,246.06  | \$ 1,545,153.79 | \$ 939,092.27         |                       |  |
| 6                        | 2.5" Aggregate Base        | SF             | \$ 5.00      | \$ 5.51              | 197,200  | \$ 1,087,065   | 58,200   | \$ 320,828       | 120,000  | \$ 601,500         | 57,500   | \$ 256,650        | 52,000   | \$ 286,650        | 54,000   | \$ 297,675        | 160,000  | \$ 882,000.00         | \$ 3,852,685.25  | \$ 2,407,928.91 | \$ 1,444,757.34       |                       |  |
| 7                        | Log Seal                   | SF             | \$ 0.05      | \$ 0.06              | 197,200  | \$ 10,871      | 58,200   | \$ 3,208         | 120,000  | \$ 6,615           | 57,500   | \$ 3,170          | 52,000   | \$ 2,857          | 54,000   | \$ 2,977          | 160,000  | \$ 8,200.00           | \$ 38,526.85     | \$ 24,079.23    | \$ 14,447.57          |                       |  |
| 8                        | Vertical Curb and Gutter   | LF             | \$ 25.00     | \$ 27.56             | 5,800    | \$ 159,863     | 1,600    | \$ 44,100        | 3,800    | \$ 104,738         | 1,800    | \$ 44,100         | 1,700    | \$ 46,856         | 1,700    | \$ 46,856         | 5,000    | \$ 137,812.50         | \$ 584,315.00    | \$ 584,325.00   |                       |                       |  |
| 9                        | Med w/ Curb with Cushion   | LF             | \$ 25.00     | \$ 27.56             | 5,800    | \$ 159,863     | 1,400    | \$ 38,588        | 3,900    | \$ 107,494         | 1,660    | \$ 45,754         | 1,700    | \$ 46,856         | 1,700    | \$ 46,856         | 5,000    | \$ 137,812.50         | \$ 581,222.50    |                 | \$ 581,222.50         |                       |  |
| 10                       | 1' Sidewalk with Cushion   | SF             | \$ 5.00      | \$ 5.51              | 34,800   | \$ 191,835     | 10,200   | \$ 56,228        | 22,600   | \$ 124,583         | 10,000   | \$ 55,125         | 10,000   | \$ 55,125         | 10,200   | \$ 56,228         | 30,000   | \$ 165,375.00         | \$ 704,497.50    | \$ 704,497.50   |                       |                       |  |
| 11                       | Commercial Driveway        | EA             | \$ 2,000.00  | \$ 2,205.00          | 2        | \$ 4,410       | 4        | \$ 8,820         | 4        | \$ 8,820           | 2        | \$ 4,410          | 0        | \$ -              | 0        | \$ -              | 10       | \$ 22,050.00          | \$ 22,050.00     | \$ 22,050.00    |                       |                       |  |
| 12                       | Handicap Ramps             | EA             | \$ 2,000.00  | \$ 2,205.00          | 0        | \$ -           | 4        | \$ 8,820         | 0        | \$ -               | 0        | \$ -              | 0        | \$ -              | 0        | \$ -              | 10       | \$ 22,050.00          | \$ 22,050.00     | \$ 22,050.00    |                       |                       |  |
| 13                       | Survey Monuments           | EA             | \$ 300.00    | \$ 330.75            | 2        | \$ 662         | 7        | \$ 2,315         | 7        | \$ 2,315           | 2        | \$ 662            | 2        | \$ 662            | 1        | \$ 331            | 8        | \$ 2,646.00           | \$ 9,591.75      | \$ 9,591.75     |                       |                       |  |
| 14                       | Traffic Signs              | EA             | \$ 250.00    | \$ 275.63            | 0        | \$ -           | 4        | \$ 1,103         | 8        | \$ 2,205           | 0        | \$ -              | 0        | \$ -              | 0        | \$ -              | 0        | \$ -                  | \$ 1,103.25      | \$ 1,653.75     | \$ 1,653.75           |                       |  |
| 15                       | Street Signs               | EA             | \$ 250.00    | \$ 275.63            | 0        | \$ -           | 4        | \$ 1,103         | 6        | \$ 1,654           | 0        | \$ -              | 0        | \$ -              | 0        | \$ -              | 8        | \$ 2,205.00           | \$ 4,961.25      | \$ 2,480.63     | \$ 2,480.63           |                       |  |
| 16                       | Urting                     | LF             | \$ 20.00     | \$ 22.05             | 5,800    | \$ 127,890     | 1,600    | \$ 35,280        | 4,200    | \$ 92,610          | 1,700    | \$ 37,485         | 1,650    | \$ 36,383         | 1,650    | \$ 36,383         | 5        | \$ -                  | \$ 366,030.00    | \$ 183,015.00   | \$ 183,015.00         |                       |  |
| 17                       | Retaining Wall             | LF             | \$ 50.00     | \$ 55.13             | 2,900    | \$ 159,863     | 1,600    | \$ 88,200        | 4,000    | \$ 220,500         | 0        | \$ -              | 0        | \$ -              | 0        | \$ -              | 0        | \$ -                  | \$ 468,562.50    | \$ 468,562.50   |                       |                       |  |
| 18                       | Street Barricade           | LF             | \$ 50.00     | \$ 55.13             | 100      | \$ 5,513       | 100      | \$ 5,513         | 100      | \$ 5,513           | 100      | \$ 5,513          | 100      | \$ 5,513          | 100      | \$ 5,513          | 100      | \$ 5,513.00           | \$ 5,513.00      | \$ 5,513.00     |                       |                       |  |
| Total Grading and Paving |                            |                |              |                      |          | \$ 3,104,649   |          | \$ 1,065,039     |          | \$ 2,214,922       |          | \$ 901,283        |          | \$ 847,618        |          | \$ 847,113        |          | \$ 2,408,515.00       | \$ 21,578,158.88 | \$ 2,150,247.00 | \$ 3,748,936.87       |                       |  |
|                          |                            |                |              |                      |          |                |          |                  |          |                    |          |                   |          |                   |          |                   |          |                       |                  |                 |                       |                       |  |
| 19                       | STORM DRAIN                | EA             | \$ 4,000.00  | \$ 4,410.00          | 2        | \$ 8,820       | 4        | \$ 17,640        | 40       | \$ 176,400         | 2        | \$ 8,820          | 0        | \$ -              | 2        | \$ 8,820          | 18       | \$ 79,380.00          | \$ 299,880.00    |                 |                       |                       |  |
| 20                       | Manholes                   | EA             | \$ 4,000.00  | \$ 4,410.00          | 2        | \$ 8,820       | 4        | \$ 17,640        | 0        | \$ -               | 0        | \$ -              | 0        | \$ -              | 0        | \$ -              | 8        | \$ 35,280.00          | \$ 97,020.00     |                 |                       |                       |  |
| 21                       | 18" Storm Drain            | LF             | \$ 54.00     | \$ 59.54             | 5,800    | \$ 345,303     | 900      | \$ 53,820        | 2,100    | \$ 125,024         | 600      | \$ 35,721         | 750      | \$ 44,651         | 200      | \$ 11,907         | 3,200    | \$ 190,512.00         | \$ 806,699.25    |                 |                       |                       |  |
| 22                       | 14" Storm Drain            | LF             | \$ 72.00     | \$ 79.38             | 0        | \$ -           | 140      | \$ 11,113        | 2,100    | \$ 166,698         | 0        | \$ -              | 0        | \$ -              | 1,500    | \$ 119,070        | 5        | \$ -                  | \$ 296,881.20    |                 |                       |                       |  |
| 23                       | 10" Storm Drain            | LF             | \$ 108.00    | \$ 119.07            | 0        | \$ -           | 0        | \$ -             | 1,100    | \$ 130,977         | 0        | \$ -              | 0        | \$ -              | 0        | \$ -              | 80       | \$ -                  | \$ 118,111.20    |                 |                       |                       |  |
| 24                       | Connect to Existing 84"    | LS             | \$ 10,000.00 | \$ 11,025.00         | 0        | \$ -           | 0        | \$ -             | 1        | \$ 11,025          | 0        | \$ -              | 4        | \$ 44,100         | 2        | \$ 22,050         | 5        | \$ -                  | \$ 77,175.00     | \$ 1,286,832.49 | \$ 428,944.16         |                       |  |
|                          |                            |                |              |                      |          |                |          |                  |          |                    |          |                   |          |                   |          |                   |          |                       |                  |                 |                       |                       |  |
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ATTACHMENT B

Fourth Amendment to the Joint Exercise of Powers Agreement for ECCRFFA

**FOURTH AMENDMENT TO JOINT EXERCISE  
OF POWERS AGREEMENT FOR EAST  
CONTRA COSTA REGIONAL FEE AND  
FINANCING AUTHORITY**

**1. EFFECTIVE DATE AND PARTIES**

Effective \_\_\_\_\_, 2020, the CITY OF ANTIOCH, a municipal corporation duly organized and existing under the laws of the State of California ("Antioch"), the CITY OF BRENTWOOD, a municipal corporation duly organized and existing under the laws of the State of California ("Brentwood"), the CITY of OAKLEY, a municipal corporation duly organized and existing under the laws of the State of California ("Oakley"), the CITY OF PITTSBURG, a municipal corporation duly organized and existing under the laws of the State of California ("Pittsburg"), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), mutually agree as follows:

**2. PURPOSE**

Effective August 9, 1994, Antioch, Brentwood, Pittsburg, and the County formed the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), a separate joint powers agency, by entering into a written agreement entitled "EAST CONTRA COSTA REGIONAL FEE AND FINANCING AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT" (referred to as the "Agreement"). ECCRFFA was formed to assist in establishing and administering a uniform regional development fee program and in funding and implementing regional road improvement projects in the East County area. The Agreement has previously been amended as follows: a First Amendment, dated October 4, 1999, added Oakley as additional party; a Second Amendment, dated July 11, 2005, coordinated activities of ECCRFFA and East County Transportation Improvement Authority (ECTIA) and revised ECCRFFA regional fee schedule; and a Third Amendment dated September 10, 2013, readmitted Pittsburg after its withdrawal, revised provisions for withdrawal, provided for appointment of ECCRFFA Board members, and provided uniformity of ECCRFFA fees collected by member agencies, among other changes. Antioch, Brentwood, Oakley, Pittsburg, and the County now wish to enter into this Fourth Amendment to the Agreement ("Fourth Amendment") to add the Sand Creek Road Extension to Deer Valley Road project ("Sand Creek Extension Project") to the list of ECCRFFA projects in Attachment 2 to the Agreement, as previously amended. Attachment 1 to the Agreement also will be amended to refer to the nexus study for the Sand Creek Extension Project with no change to ECCRFFA's Regional Transportation Development Impact Mitigation ("RTDIM") fees.

**3. AMENDMENTS TO AGREEMENT**

- A. Attachment 1 (2013 Amendment) is replaced in its entirety with Attachment 1 (2020 Amendment) attached to this Fourth Amendment, with no changes to the fees in the

RTDIM fee schedule. Other changes included in Attachment 1 make it current and bring it up to date.

- B. Attachment 2 (2013 Amendment) is replaced in its entirety with Attachment 2 (2020 Amendment) attached to this Fourth Amendment, to add the Sand Creek Extension Project to the list of ECCRFFA projects.

4. **REMAINING PROVISIONS**

Subject to the changes made by this Fourth Amendment and all previous amendments, all provisions of the Agreement shall remain in full force and effect. If this Fourth Amendment is determined by a court to be invalid or unenforceable, the Agreement, as previously amended through the Third Amendment, shall remain unchanged and in full force and effect.

5. **COUNTERPARTS**

This Fourth Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original instrument.

6. **SIGNATURES**

These signatures attest the parties' agreement to this Fourth Amendment.

[Remainder of page left blank. Signatures on next page.]

CITY OF ANTIOCH

FORM APPROVED:  
Thomas Lloyd Smith, City Attorney

By: \_\_\_\_\_  
Ron Bernal, City Manager

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

CITY OF BRENTWOOD

FORM APPROVED:  
Damien Brower, City Attorney

By: \_\_\_\_\_  
Tim Ogden, City Manager

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

CITY OF OAKLEY

FORM APPROVED:  
Cota Cole LLP, City Attorney

By: \_\_\_\_\_  
Bryan H. Montgomery, City  
Manager

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

CITY OF PITTSBURG

FORM APPROVED:  
Donna Mooney, City Attorney

By: \_\_\_\_\_  
Garrett Evans, City Manager

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

COUNTY OF CONTRA COSTA

FORM APPROVED:  
Sharon L. Anderson, County Counsel

By: \_\_\_\_\_  
David J. Twa, County  
Administrator

By: \_\_\_\_\_  
Thomas L. Geiger, Assistant  
County Counsel

Attachment 1 – 2020 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

IMPLEMENTATION OF REGIONAL TRANSPORTATION-DEVELOPMENT IMPACT  
MITIGATION (RTDIM) FEE PROGRAM

A. Imposition of RTDIM Fees by Antioch, Brentwood, Oakley, and County. In order to fund the Program and Projects of the Authority, the parties agree that the following Regional Transportation Development Impact Fees (“RTDIM Fees”), which were originally adopted in 2005, shall continue to be implemented by Antioch, Brentwood, Oakley, and the County (each agency and Pittsburg is sometimes referred to as a “Member Agency” and, together, as the “Member Agencies”).

| Regional Transportation-Development<br>Impact Mitigation (RTDIM) Fees     |                                     |              |                        |
|---------------------------------------------------------------------------|-------------------------------------|--------------|------------------------|
| Type of Use                                                               | Fee Units                           | Fee Schedule |                        |
|                                                                           |                                     | 2005         | 2020*                  |
| Single family residential units, duet homes, and residential condominiums | Per dwelling unit                   | \$15,000     | \$22,920<br>(\$19,482) |
| Multiple family residential                                               | Per dwelling unit                   | \$9,207.92   | \$14,070<br>(\$11,960) |
| Commercial                                                                | Per square foot of gross floor area | \$1.25       | \$1.90                 |
| Office                                                                    | Per square foot of gross floor area | \$1.10       | \$1.66                 |
| Industrial                                                                | Per square foot of gross floor area | \$1.10       | \$1.66                 |
| Other                                                                     | Per peak hour trip as determined    | \$15,000     | \$22,920               |

\* The 2020 fee schedule includes the annual adjustments specified in the Authority’s Resolution No. 2005/06. The figures in parentheses reflect the net residential fee amounts payable after the Authority’s fee rebate last approved December 2019, which provides for a rebate applicable to residential fee rates, as further described in Section B, below. ECCRFFA fees for senior housing shall be calculated in accordance with ECCRFFA’s “Policy on Reduced Fees for Age-Restricted Senior Housing.” ECCRFFA fees for Accessory Dwelling Units (ADUs) shall be calculated in accordance with Government Code section 65852.2 and ECCRFFA’s “Policy for Accessory Dwelling Units.”

The above fee schedule is based on the June 2005 East Contra Costa Regional Fee Program Update (referred to as the “2005 Report”) prepared by Fehr & Peers, which has been approved by the Authority’s Board. The above fees are unchanged and are below the maximum fee rates calculated in the “East Contra Costa Regional Fee Program Update,” dated September 2020,



prepared by Fehr & Peers ("2020 Report"). The 2005 Report was previously adopted as the governing program of the Authority and is incorporated in this Agreement by reference. The 2020 Report was approved to add the Sand Creek Extension Project to the ECCRFFA project list, with no changes to the RTDIM Fees in the above fee schedule. The RTDIM fees in the above fee schedule are subject to annual adjustment, as provided below and as provided in the fee ordinances and/or resolutions adopted by the Member Agencies. In addition to the listed amounts, each Member Agency may collect and retain an administrative charge up to 1% of the listed amounts.

B. Adoption of Revised RTDIM Fees by the Authority. The Authority established an RTDIM Fee rebate program in 2013. The fee rebate program does not change the RTDIM Fees last adopted in 2005. Rather, the fee rebate program provides a rebate on the amount of the RTDIM Fees that are collected by the Member Agencies. Since 2013, the Authority Board of Directors has approved continuing the fee rebate. The Authority Board last approved to continue an RTDIM Fee rebate on December 12, 2019, when the Authority Board authorized a 15% rebate to all applicants who pay RTDIM Fees for residential uses (*i.e.*, single family residential units, duet homes, residential condominiums, and multi-family residential) during the period from January 1, 2020, through December 31, 2021. The fee rebate program is subject to reevaluation at any time by the Authority Board, and the Authority Board has sole discretion to terminate or modify the fee rebate program.

C. Imposition of PRTDIM Fees by Pittsburg. In order to fund the Program and Projects of the Authority, the Member Agencies agree that the following Pittsburg Regional Transportation Development Impact Fees ("PRTDIM Fees"), which were originally adopted in 2010, shall continue to be implemented by Pittsburg as follows:

Beginning October 10, 2013, Pittsburg shall ensure its commercial, office, and industrial fee rates match the Authority's commercial, office, and industrial fee rates listed in Section A above, including the annual adjustment specified in Section F below.

Should a valid Memorandum of Understanding (MOU) signed prior to September 11, 2010, prevent Pittsburg from collecting commercial, office, or industrial fees at the rates listed above, Pittsburg shall make up the shortfall from its own separate funds and shall forward the full amount to the Authority per the terms of this Agreement.

- (1) Beginning September 10, 2013, Pittsburg shall ensure its residential fee rates are collected as follows:
  - (a) At the same time as the other Authority Members, Pittsburg shall apply fee rebates to match and collect the same net residential fee amounts collected by the other Member Agencies under the ECCRFFA fee rebate program (see Section B, above).

- (b) In the event that the Authority approves a revised fee schedule, or a new or revised fee rebate program pursuant to Section D below, at the same time as the other Member Agencies, Pittsburg shall adopt and collect the revised fee schedule, or shall apply the new or revised fee rebates, to match and collect the same net residential fee amounts as the other Member Agencies, including the annual adjustment specified in Section F below.
- (c) The residential fees collected by Pittsburg under this Subsection C(1) shall apply uniformly to all development in Pittsburg, except as provided otherwise for MOUs between Pittsburg and developers.
- (2) Pittsburg shall defend (with counsel selected by Pittsburg), indemnify, save, and hold harmless the Authority, the other Member Agencies, and their officers, agents, and employees from any litigation, claims, costs, expenses, or liability arising from or in any way related to Pittsburg's fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above. The Authority and the other Member Agencies shall not be required to defend, indemnify, save, or hold harmless Pittsburg under Section B of Attachment 2, or otherwise, for claims related to the Pittsburg fee rebate program or Pittsburg's collection of different fee rates pursuant to Subsection C(1) above.

D. Subsequent Approval of Revised Fee Schedule or New or Revised Fee Rebate Program by the Authority. Between January 1, 2016, and December 31, 2030, the Authority Board may, from time to time, approve revised fee schedules, or new or revised fee rebate programs, which shall be subject to the following limitations unless otherwise approved unanimously by the full Authority Board, with all Board members present:

- (1) Any revised residential fees shall not exceed the following maximum rates, subject to the annual adjustment specified in Section F below: Single family residential \$16,176/dwelling unit; Multiple family residential \$9,934/dwelling unit; Other \$16,176/peak hour trip.
- (2) Any new or revised residential fee rebates shall result in net residential fee amounts of at least 50% of the maximum rates listed in Subsection D(1) above.

Within 60 days after such approval, each Member Agency (Antioch, Brentwood, Oakley, Pittsburg, and the County) shall consider adopting a fee ordinance or resolution implementing the

revised fee schedule, or shall promptly consider applying the new or revised fee rebates. This procedure does not apply to annual fee adjustments, which are automatic and do not require further approval or action.

E. Fees for Uses Not Listed. The fees for uses not listed shall be determined by the Member Agency with land use authority through information generated by appropriate traffic studies conducted in accordance with ITE standards and applicable Authority policies. These traffic studies shall be approved by the Authority Board before the Member Agency imposes the fees.

F. Annual Fee Adjustment. Every January 1, the fee rates listed above, including any maximum fee rates, shall be automatically adjusted by the amount of the increase or decrease in the Engineering News-Record Construction Cost Index for the San Francisco Bay Area for the one-year period ending September 30 of the preceding year.

G. Credit for Construction Costs or Land Acquisition. Subject to the priority order set forth in Section E of Attachment 2, with prior approval of the Authority Board, credit may be granted against the payment of the fee for a usable portion of any Project. The amount of credit shall be limited to the regional component of the Project, as determined by the Authority Board in its sole discretion. Notwithstanding anything to the contrary, no fee credit shall be granted for any lands that are required to be dedicated as specified in Attachment 2, Section B.

H. Fee Collection and Management. Except for approximately \$5.5 million of PRTDIM fees used by Pittsburg as described in the last paragraph of Section E of Attachment 2, all fee revenues received or collected by the Member Agencies, together with any separate funds and increased fees to eliminate a shortfall, shall be disbursed monthly by the Member Agencies to the Authority. Fees and other revenues shall be held by the Authority in a general fund account; bond proceeds shall be held in accordance with the applicable indenture and may be invested, consistent with the provisions of the applicable indenture, in accounts such as the CAMP or LAIF fund. Subject to any provision in an applicable indenture, interest accruing on funds held in such accounts and accrued interest on funds held in the general fund account shall be deemed general funds available for any lawful purpose of the Authority. Unless otherwise agreed by the Member Agencies, the total obligation of each Member Agency shall be the contribution of fees collected by that Member Agency from owners seeking issuance of building permits as provided for in this Section. The obligation to contribute fees to the Authority shall terminate on December 31, 2030 (*i.e.*, the termination date specified in Section 3 of the Agreement).

Attachment 2 – 2020 Amendment  
to  
East Contra Costa Regional Fee and Financing Authority  
Joint Exercise of Powers Agreement

**PROJECTS; FUNDING COMMITMENTS AND ELIGIBLE COSTS;**  
**IMPLEMENTATION SCHEDULE**

A. **Current List of Projects.** The fees provided for in the above fee schedule shall be used for project development, right-of-way acquisition, and construction for the following regional Projects:

- (1) State Route 4 freeway widening from Railroad Avenue to the State Route 4 Bypass, including reconstruction of interchanges as necessary.
- (2) State Route 4 Bypass, Segment 1 from State Route 4 to Lone Tree Way, including interchanges at Laurel Road and Lone Tree Way.
- (3) State Route 4 Bypass, Segment 2 from Lone Tree Way to Balfour Road, including an interchange at Sand Creek Road.
- (4) State Route 4 Bypass, Segment 3 from Balfour Road to Vasco Road, including interchanges at Balfour Road, Marsh Creek Road, and Vasco Road.
- (5) Laurel Road Extension from State Route 4 Bypass to Empire Avenue.
- (6) State Route 239/84 Connector, consisting of the Armstrong Road extension (formerly Byron Airport Road).
- (7) State Route 239 corridor study and preliminary design.
- (8) State Route 4 (Main Street or Brentwood Boulevard) widening from Vintage Parkway in Oakley to Marsh Creek bridge in Brentwood and Chestnut Street to Balfour Road in south Brentwood.
- (9) Balfour Road widening from Deer Valley Road to Brentwood city limits.
- (10) Marsh Creek Road and Deer Valley Road safety enhancements from Walnut Boulevard to Clayton and from Balfour Road to Marsh Creek Road.
- (11) Route 84/Vasco Road widening to County line.

***Northern Parallel Arterials***

- (12) Pittsburg-Antioch Highway from Somersville Road to Loveridge Road.

- (13) Ninth and Tenth Streets couple improvements from A Street to L Street.
- (14) California Avenue from Railroad Avenue to Loveridge Road.
- (15) Willow Pass Road from Range Road to Loftus Road and Bailey Road to city limits.

***Southern Parallel Arterials***

- (16) Buchanan Bypass (new arterial) or Buchanan Road from Railroad Avenue to Somersville Road.
- (17) West Tregallas Road/Fitzuren Road from Lone Tree Way to Buchanan Road.
- (18) West Leland Road or Evora Road from San Marco to Avila Road and from Willow Pass Road (Bay Point) to Willow Pass Road (Concord).

***New Regional Arterial Projects***

- (19) Wilbur Avenue from Minaker Drive to State Route 160.
- (20) Neroly Road from Oakley Road to Laurel Road.
- (21) Deer Valley Road from Antioch city limits to Balfour Road.
- (22) Walnut Boulevard from Brentwood city limits to State Route 4 Bypass.
- (23) John Muir Parkway (new roadway between Balfour Road and Fairview Avenue).
- (24) Byron Highway safety enhancements from Delta Road to State Route 4.
- (25) Sand Creek Road Extension from SR4 to Deer Valley Road project.

***Regional Transit Projects***

- (26) East County express bus.
- (27) Commuter rail (eBART).

**B. Funding Commitments and Eligible Costs.** Program revenues shall be available for necessary Project costs through completion of construction. Subject to prior approval by the Authority Board, Project costs paid from program revenues may include environmental clearance, conceptual engineering, traffic studies, design, right-of-way acquisition, utility relocation, litigation and settlement costs, and costs of construction. The commitment to each Project shall be considered complete when the Project is accepted by the sponsor or sponsors.

The Authority's administrative costs shall not exceed 1% of program revenues. Administrative costs include the development of the JPA as well as the administration of duties included in this Agreement.

Eligible Project costs will be determined by the Authority based on cost guidelines and other criteria to be developed by the Authority. Where the Authority deems it advisable in order to avoid undue burdens on Project sponsors, the Authority may advance fund Project expenses on a monthly, quarterly, or other basis. Project costs otherwise will be reimbursed pursuant to procedures to be determined by the Authority.

Project sponsors, as a condition of Project funding through regional fees, commit to protect Project rights-of-way, by, among other things, requiring dedication of right-of-way as a condition of land use entitlement approval or otherwise, pending Project commencement. Project sponsors further commit not to take actions that could adversely impact the cost of Projects, including, but not limited to, utility location or relocation, public development, and the granting of easements in a proposed right-of-way.

The right-of-way dedication policy for the State Route 4 Bypass is as follows. Properties along or fronting the Projects identified in this Agreement shall be required to dedicate right-of-way up to 110 feet wide as measured from the centerline of the adopted precise alignment with no credit or compensation from the regional fee. Any additional right-of-way in excess of the 110-foot width may be either credited toward the regional fee or compensated. However, in circumstances where the allowable density has been transferred off the right-of-way area, then no compensation or credit will be granted for the right-of-way dedicated. The Authority shall develop policies that will encourage the early dedication of lands that are required under this provision.

Any costs of defense and any liability incurred in connection with implementation of the regional fee proposal shall be borne by the Authority. The Authority agrees to the fullest extent permitted to indemnify and hold harmless the parties to this Agreement from any liability, loss, costs, and claims related to the adoption or implementation of the regional fee program. Fee revenues and any other revenues transferred to the Authority by the parties pursuant to this Agreement may be used for this purpose.

**C. Implementation Schedule.** Subject to environment clearance, right-of-way acquisition and dedication, utility relocation, and other factors, the timing of which may be beyond the control of the Authority, and subject to the availability of regional fee and other funding sources as may be required, the following implementation guidelines shall apply to Project development:

(i) The parties intend that funding will be provided to support steady progress in construction of the State Route 4 Bypass.

(ii) The Authority shall prepare, adopt, and periodically update a Strategic Plan for implementation of the Projects, reflecting current information on Project costs and schedules, the Project sponsor(s) for the various Projects, the availability of other



revenue sources, the pace of fee collection, the schedule for and the costs associated with the sale of bonds to advance funds, and other relevant factors.

**D. Indemnification.** As a condition of funding for Projects in this Program, Project sponsors shall enter into an agreement with the Authority that shall provide indemnification and insurance coverage for the Authority and the parties to this Agreement during design and construction. The indemnification and insurance shall be subject to approval by the Authority.

**E. Project and Funding Priorities.** The following priority order shall hereafter apply to funding and implementation of the Authority's regional Projects:

**First Priority:**

Initial projects and ECCRFFA existing commitments:

- (a) SR4 East widening (for project description, see CCTA's Measure J Strategic Plan);
- (b) eBART extension to Hillcrest Avenue, which excludes Railroad Avenue station, with ECCRFFA to provide \$1.2 million to BART by 12/31/2013 (for project description, see CCTA's Measure J Strategic Plan);
- (c) SR4 Bypass projects, including the following:
  - (1) SR4/SR160 Connector Ramps (project involves constructing direct connectors between SR4 Bypass and SR160);
  - (2) Sand Creek Road Interchange (project includes a partial cloverleaf configuration on west side and a tight diamond on east side);
  - (3) Balfour Road Interchange – Phase 1 (project includes partial cloverleafs on both east and west sides and a single bridge over Balfour Road with two-directional traffic);
  - (4) 4-Laning between Lone Tree Way and Balfour Road; and
- (d) Outstanding ECCRFFA commitments (\$13.0 million), consisting of the following:
  - (1) Reimburse Contra Costa County Proposition 1B funds – \$3.0 million;
  - (2) John Muir Parkway – Brentwood: \$2.9 million;
  - (3) Vasco Road – Alameda County: up to \$3.0 million (final amount to be determined based on actual bids received); and
  - (4) Old SR4 relinquishment costs: \$4.1 million.

**Second Priority:**

eBART extension beyond Hillcrest Avenue – environmental review for the eBART extension (up to \$3.0 million).

**Third Priority:**

James Donlan Extension (JDE; project includes a 2.7-mile (approximate) extension from Somersville Road to Kirker Pass Road, consisting of a four-lane

road for approximately 0.72 mile through Black Diamond Estates and Sky Ranch II Subdivisions (western edge), then a two-lane road for approximately 1.7 miles through an undeveloped area, then expanded to four lanes for the remaining 0.28 mile (approximate) near Kirker Pass Road (east end), and realignment of a portion of Kirker Pass Road to match project grades and to conform the project to existing topography).

Other Projects:

The priority and funding for all other ECCRFFA Projects will be determined by the Authority Board.

The above priority order cannot be changed unless both of the following conditions are met: (1) there are extenuating circumstances regarding regional priorities or difficulties in implementing one of the priority projects listed above, and (2) there is a unanimous vote by the full Authority Board, with all Board members present, to change the above priority order.

Pittsburg shall use PRTDIM fees collected between September 7, 2010 and the effective date of the Third Amendment to the Agreement (approximately \$5.5 million) as follows: approximately \$5.3 million for JDE (i.e., environmental clearance, right-of-way acquisition, and project design) and the Railroad Avenue eBART station; and up to \$196,000 for legal fees incurred by Pittsburg in the TRANSPLAN/ECCRFFA lawsuit.”

**F. Cooperation among ECCRFFA Member Agencies.** ECCRFFA and each of its Member Agencies agree to cooperate so as to maximize all regional, state, and federal funding available to complete construction of the Priority Projects, as set forth in Section E above, as soon as reasonably possible, unless the Priority Projects would not compete as well as other candidate projects in East County, due to project readiness or other funding criteria required for project selection. For clarity, the intent is to ensure that the Priority Projects receive priority for available outside funding, while balancing the goal of maximizing funding/delivery of all transportation projects in East County.

Summary of Program Effects  
of  
Expanding ECCRFFA Program  
to  
Include the SCR

# Memorandum

Date: May 1, 2020  
To: Dale Dennis, ECCRFFA  
From: Julie Morgan, Fehr & Peers  
Subject: **Summary of program effects of expanding ECCRFFA program to include the Sand Creek Road extension project**

1001-1655.02

The East Contra Costa Regional Fee and Financing Authority (ECCRFFA or the Authority) is a regional planning agency charged with funding regional transportation improvement projects in eastern Contra Costa County with revenue from the Authority's regional transportation demand impact mitigation (RTDIM) fees. The Authority's jurisdiction includes the eastern portion of the County, including unincorporated areas and the Cities of Antioch, Brentwood, Oakley, and Pittsburg.

The Authority recently commissioned a focused nexus study to evaluate the addition of one project, the Sand Creek Road extension (SCR extension), to the fee program. A draft nexus study has been completed that evaluates the addition of the SCR extension to the ECCRFFA project list, and determines new development's proportional share of the cost of that project should it be added to the fee program.

The draft nexus study concluded that, if the SCR extension were added to the ECCRFFA project list, the maximum fee that would represent new development's proportional share of the cost of all the projects on the project list, including the SCR extension, would be as shown in Table 1. The new maximum fee is higher than the fees currently charged in the ECCRFFA program. The fee amounts that can be charged in the ECCRFFA program are limited per the terms of the Joint Exercise of Powers Agreement (JEPA) and its subsequent amendments, which establish the Authority and define the legal relationships and responsibilities among the member agencies.

The fee revenues generated by the ECCRFFA program are one of several funding sources that are used to support regional transportation improvements. A comprehensive ECCRFFA nexus report completed in 2005 included a discussion of the broader funding picture for the full ECCRFFA



program, and concluded that while the ECCRFFA program had identified funding for the majority of the project costs, there remained a shortfall of approximately \$390 million (in 2005 dollars).

Subsequent status assessments of the ECCRFFA program have been undertaken periodically, the most recent of which was completed in September 2017. That assessment concluded that the ECCRFFA program continues to have a funding shortfall of approximately the same magnitude as was identified in 2005; the amount of the shortfall was estimated at approximately \$552 million in 2017 dollars.

If the Authority Board chooses to adopt the SCR extension into the ECCRFFA program and does not modify the fee amounts that are currently being charged, the effect would be a slight increase in the funding shortfall. More specifically, the draft nexus study addressing the SCR extension concluded that \$10.8 million of the SCR extension's cost was eligible for inclusion in the ECCRFFA program. If the SCR extension were added to the program and no change were made to the fee amounts, then that \$10.8 million would be added to the program's shortfall. A shortfall of \$552 million in 2017 dollars would have escalated to approximately \$677 million in 2019 dollars; an additional \$10.8 million would represent an increase in the shortfall of approximately 1.6%.

**Table 1: New Maximum Fee Calculations**

| Land Use Category                         | Current ECCRFFA Fees <sup>1</sup> | New Maximum Fee |
|-------------------------------------------|-----------------------------------|-----------------|
| Single-Family Residential (dwelling unit) | \$19,482                          | \$38,080        |
| Multi-Family Residential (dwelling unit)  | \$11,960                          | \$17,950        |
| Commercial (square foot)                  | \$1.90                            | \$36.64         |
| Office (square foot)                      | \$1.66                            | \$51.61         |
| Industrial (square foot)                  | \$1.66                            | \$30.16         |
| Other (per peak hour trip)                | \$22,920                          | \$38,080        |


1. Current as of January 1, 2020. Accounts for the 15% ECCRFFA Rebate.


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of January 26, 2021

**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:** **Supplemental Report:** Consideration of Bids for the Installation of Curb Ramps at Various Locations (P.W. 409-7)

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Please replace Attachment B with the corrected typographical error in the header on page 2 only, revising the P.W. number, Bid Opening Date and Engineer's Estimate of Attachment B.



| CITY OF ANTIOCH<br>TABULATION OF BIDS                                                                                                           |                                                               |                                                              |                                        |                                              |                                        |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------|----------------------------------------|----------------------------------------------|----------------------------------------|------------------------------------------|
| JOB TITLE: Installation of Curb Ramps at Various Locations<br>(P.W. 409-7)<br>BIDS OPENED: January 5, 2021 ~ 2:00 p.m.<br>City Council Chambers |                                                               |                                                              |                                        |                                              |                                        |                                          |
|                                                                                                                                                 | Engineer's Estimate                                           | M4 Concrete and Drywall, Inc.<br>Turlock                     | J.J.R. Construction, Inc.<br>San Mateo | FBD Vanguard Construction, Inc.<br>Livermore | Rosas Brothers Construction<br>Oakland | Kerex Engineering, Inc.<br>Pleasant Hill |
| TOTAL BID PRICE                                                                                                                                 | \$390,000.00                                                  | \$274,924.80                                                 | \$278,290.00                           | \$294,414.00                                 | \$303,400.00                           | \$314,750.00                             |
| LIST OF SUBCONTRACTORS                                                                                                                          |                                                               |                                                              |                                        |                                              |                                        |                                          |
| M4 Concrete & Drywall                                                                                                                           | J.J.R. Construction, Inc.                                     | FBD Vanguard Construction, Inc.                              | Rosas Brothers Construction            | Kerex Engineering, Inc.                      |                                        |                                          |
| None Listed<br>Antioch Building Materials<br>None Listed<br>Destination Anywhere<br>None Listed<br>All Cities Trenching Services                | None Listed<br>Del Secco Saw<br>None Listed<br>Chrisp Company | Cas & Funding Signs<br>Farwest<br>Striping<br>Chrisp Company | None                                   | None                                         |                                        |                                          |

**CITY OF ANTIOCH  
TABULATION OF BIDS**

**JOB TITLE:** Installation of Curb Ramps at Various Locations  
(P.W. 409-7)

**BIDS OPENED:** January 5, 2021 ~ 2:00 p.m.  
City Council Chambers

|                        | Engineer's Estimate | TNB Construction Antioch | Sandstone Environmental Engineering, Inc. Oakley | Sposeto Engineering, Inc. Livermore | Ghilotti Bros., Inc. San Rafael | Nor Cal Concrete Suisun City |
|------------------------|---------------------|--------------------------|--------------------------------------------------|-------------------------------------|---------------------------------|------------------------------|
| <b>TOTAL BID PRICE</b> | \$390,000.00        | \$315,800.00             | \$329,850.00                                     | \$349,900.00                        | \$359,750.00                    | \$367,140.00                 |

**LIST OF SUBCONTRACTORS**

| <i><b>TNB Contractor, Inc.</b></i>                            | <i><b>Sandstone Environmental Engineering, Inc.</b></i> | <i><b>Sposeto Engineering, Inc.</b></i> | <i><b>Ghilotti Bros., Inc.</b></i> | <i><b>Nor Cal Concrete</b></i> |
|---------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------|------------------------------------|--------------------------------|
| 40% Labor<br>Wayne E. Swisher Cement<br>Striping<br>Crisp Co. | None Listed<br>49er Trucking                            | None                                    | None                               | None                           |

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**CITY OF ANTIOCH  
TABULATION OF BIDS**

**JOB TITLE:** Installation of Curb Ramps at Various Locations  
(P.W. 409-7)

**BIDS OPENED:** January 5, 2021 ~ 2:00 p.m.  
City Council Chambers

|                        |                     |                                 |                                                |                                     |  |  |
|------------------------|---------------------|---------------------------------|------------------------------------------------|-------------------------------------|--|--|
|                        | Engineer's Estimate | JD Partners Concrete Pleasanton | Central Valley Engineering & Asphalt Roseville | Joe's Landscaping & Concrete Newman |  |  |
| <b>TOTAL BID PRICE</b> | \$390,000.00        | \$374,000.00                    | \$433,000.00                                   | \$503,200.00                        |  |  |

**LIST OF SUBCONTRACTORS**

|                             |                                                 |                                         |  |  |
|-----------------------------|-------------------------------------------------|-----------------------------------------|--|--|
| <b>JD Partners Concrete</b> | <b>Central Valley Engineering &amp; Asphalt</b> | <b>Joe's Landscaping &amp; Concrete</b> |  |  |
| None                        | None                                            | None                                    |  |  |