



ANNOTATED AGENDA

Antioch City Council SPECIAL AND REGULAR MEETING Including the Antioch City Council acting as Successor Agency/ Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority

Date: Tuesday, June 8, 2021

Time: 5:00 P.M. – Special Meeting/Study Session
7:00 P.M. – Regular Meeting

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

If you wish to provide a written public comment, you may do so any of the following ways **by 3:00 p.m. the day of the Council Meeting**: (1) Fill out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Email the City Clerk's Department at cityclerk@ci.antioch.ca.us.

To provide oral public comments during the meeting, click the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>. You may also provide an oral public comment by dialing **(925) 776-3057**. Please see inside cover for detailed Speaker Rules.

*The City cannot guarantee that its network and/or the site will be uninterrupted. To ensure that the City Council receives your comments, you must submit your comments in writing **by 3:00 p.m. the day of the City Council Meeting**.*

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

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, on Comcast Channel 24, or AT&T U-Verse Channel 99.

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

1. Fill out an online speaker card **by 3:00 p.m. the day of the Council Meeting** located at: https://www.antiochca.gov/speaker_card.
2. Provide oral public comments during the meeting by clicking the following link to register in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers>
 - You will be asked to enter an email address and a name. Your email address will not be disclosed to the public. After registering, you will receive an email with instructions on how to connect to the meeting.
 - When the Mayor announces public comments, click the "raise hand" feature in Zoom. For instructions on using the "raise hand" feature in Zoom, visit: https://www.antiochca.gov/raise_hand. When calling into the meeting using the Zoom Webinar telephone number, press *9 on your telephone keypad to "raise your 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 **by 3:00 p.m. the day of the Council Meeting**. 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, Public Comment, or a specific Agenda Item number. No one may speak more than once on an agenda item or during "Public Comments". All emails received **by 3:00 p.m. the day of the Council Meeting** will be entered into the record for the meeting.

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

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

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

If the Council meeting appears to be going late, the City Council may decide to continue some items until a subsequent meeting. We will try to make this determination around 10:00 p.m. It is the goal of the City Council to stop discussing agenda items no later than 11:00 p.m.

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

Notice of Availability of Reports

This agenda is a summary of the actions proposed to be taken by the City Council. For almost every agenda item, materials have been prepared by the City staff for the Council's consideration. These materials include staff reports which explain in detail the item before the Council and the reason for the recommendation. The materials may also include resolutions or ordinances which are proposed to be adopted. Other materials, such as maps and diagrams, may also be included. City Council Agendas, including Staff Reports are posted onto our City's Website 72 hours before each Council Meeting. To be notified when the agenda packets are posted onto our City's Website, simply click on this link: <https://www.antiochca.gov/notifications/> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. Questions may be directed to the staff member who prepared the staff report, or to the City Clerk's Office, who will refer you to the appropriate person.

Notice of Opportunity to Address Council

The public has the opportunity to address the Council on each agenda item. To address the Council, fill out a Speaker Request form online **by 3:00 p.m. the day of the Council Meeting** at https://www.antiochca.gov/speaker_card. See the Speakers' Rules on the inside cover of this Agenda. The Council can only take action on items that are listed on the agenda. Comments regarding matters not on this Agenda, may be addressed during the "Public Comments" section.

5:00 P.M. ROLL CALL – SPECIAL MEETING/STUDY SESSION – for City /City Council Members acting as Successor Agency/Housing Successor to the Antioch Development Agency/ Antioch Public Financing Authority – ***All Present***

PLEDGE OF ALLEGIANCE

STUDY SESSION

1. FISCAL YEAR 2021-23 BUDGET DEVELOPMENT

Direction provided to staff, 5/0

Recommended Action: It is recommended that the City Council provide feedback and direction regarding the Budget Development information provided for the Fiscal Year 2021-23 Budget.

PUBLIC COMMENT

MOTION TO ADJOURN SPECIAL MEETING/STUDY SESSION

Motioned to adjourn Special Meeting at 7:07 p.m., 5/0

7:14 P.M. ROLL CALL – REGULAR MEETING – for Council Members – ***All Present***

PLEDGE OF ALLEGIANCE

2. INTRODUCTION OF NEW CITY EMPLOYEES

3. PROCLAMATION

- Recognizing June as LGBTQ+ Pride Month in the City of Antioch, June 2021

Approved, 5/0

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

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- BOARD OF ADMINISTRATIVE APPEALS
- ECONOMIC DEVELOPMENT COMMISSION

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

CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

MAYOR'S COMMENTS

5. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 27, 2021

Approved, 5/0

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

B. APPROVAL OF COUNCIL MEETING MINUTES FOR MAY 11, 2021

Approved, 5/0

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

C. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MAY 18, 2021

Continued, 5/0

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

D. APPROVAL OF COUNCIL MINUTES FOR MAY 25, 2021

Continued, 5/0

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

CONSENT CALENDAR – Continued

E. APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

F. APPROVAL OF TREASURER'S REPORT FOR APRIL 2021

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the April 2021 Treasurer's Report.

G. SECOND READING – AMENDMENTS TO THE ZONING ORDINANCE REGARDING HOME OCCUPATIONS (*Introduced on 05/25/21*)

Ord No. 2195-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council adopt an ordinance amending Section 9-5.901 of the Antioch Municipal Code regarding Home Occupations.

H. SECOND READING – ORDINANCE PROPOSING AMENDMENTS TO THE ANTIOCH MUNICIPAL CODE ("AMC") (1) TO EXPAND THE DEFINITION OF SMOKING TO INCLUDE THE USE OF E-CIGARETTES AND SMOKING OF CANNABIS (AMC §6-8.02), AND DELETE THE EXISTING DEFINITION OF ELECTRONIC SMOKING DEVICE (AMC §9-5.203) AND (2) TO EXPAND THE LOCATIONS WHERE SMOKING IS PROHIBITED (AMC §6-8.04) (*Introduced on 05/25/21*)

Ord No. 2196-C-S adopted, 5/0

Recommended Action: It is recommended that the City Council waive the second reading and adopt the ordinance proposing amendments to the City's Municipal Code. The proposed changes would:

- Expand the definition of smoking to include the use of e-cigarettes and smoking of cannabis by amending Antioch Municipal Code §6-8.02, as well as deleting the existing definition of electronic smoking device from Antioch Municipal Code §9-5.203 as no longer necessary.
- Expand the locations within the City where smoking is prohibited to include public and private parks as well as City-owned facilities by amending Antioch Municipal Code §6-8.04.

CONSENT CALENDAR – Continued

I. ANNUAL WATER TREATMENT CHEMICALS PURCHASE

Reso No. 2021/97 adopted, 5/0

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

- 1) Approving the joint agency cooperative purchase agreement for Water Treatment Plant chemicals for the period of July 1, 2021 through June 30, 2022, in the total amount not to exceed \$988,500, and
- 2) Authorizing the City Manager to execute the cooperative purchase agreement.

J. PROJECT LIST FOR FISCAL YEAR 2021/22 ROAD MAINTENANCE AND REHABILITATION ACCOUNT ("RMRA")

Postponed, 5/0

Recommended Action: It is recommended that the City Council adopt a resolution approving and adopting a list of projects for submittal to the California Transportation Commission for Fiscal Year 2021/22 that are eligible for funding by SB 1: the Road Repair and Accountability Act of 2017.

K. CONSIDERATION OF PROPOSALS FOR ON CALL STREET LIGHT AND OTHER ELECTRICAL REPAIR SERVICES, PROPOSAL NO. 968-0429-21A AWARD

Reso No. 2021/98 adopted, 5/0

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

- 1) Awarding the Maintenance Services Agreement ("Agreement") for On Call Street Light and other Electrical Services agreement to DC Electric Group, Inc.,
- 2) Approving an Agreement with DC Electric Group Inc. in an amount not to exceed \$400,000 per Fiscal Year, from Fiscal Year 2021-22 through Fiscal Year 2023-24, with the option to extend an additional two years, i.e.: Fiscal Year 2024-25 and Fiscal Year 2025-26, for a total contract amount not to exceed \$2,000,000; and
- 3) Authorizing the City Manager to execute the Agreement.

CONSENT CALENDAR – Continued

- L.** RESOLUTION APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH TRB & ASSOCIATES, INC. TO PROVIDE PERMIT TECHNICAL SUPPORT TO THE BUILDING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

Reso No. 2021/99 adopted, 5/0

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

- 1) Approving an amended agreement with TRB & Associates, Inc., to provide contract services at the Community Development Technician level for the remainder of calendar year 2021 in the increased amount not to exceed \$180,000, and
- 2) Authorizing the City Manager to execute the Amended Agreement.

- M.** RESOLUTION APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC. TO PROVIDE PERMIT TECHNICAL SUPPORT TO THE BUILDING DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

Reso No. 2021/100 adopted, 5/0

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

- 1) Approving an amended agreement with 4 Leaf, Inc., to provide contract services at the Community Development Technician and Building Inspection Services Manager level for the remainder of calendar year 2021 in the increased amount not to exceed \$180,000, and
- 2) Authorizing the City Manager to execute the Amended Agreement.

- N.** RENAMING OF POLICE REFORM STANDING COMMITTEE OF THE WHOLE CITY COUNCIL TO POLICE OVERSIGHT STANDING COMMITTEE

Reso No. 2021/101 adopted, 5/0

Recommended Action: It is recommended that the City Council consider adopting the resolution renaming the standing committee to the Police Oversight Standing Committee.

PUBLIC HEARING

6. RESOLUTION APPROVING SEWER RATES PROPOSED IN THE SEWER RATE STUDY LISTED IN THE PROP 218 NOTICE PUBLIC HEARING

Reso No. 2021/102 adopted, 5/0

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

- 1) Adopting the findings and the "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021,
- 2) Approving the Sewer Rate Schedule effective July 1, 2021; and
- 3) Amending the Master Fee Schedule to include the updated sewer rates.

COUNCIL REGULAR AGENDA

7. ECONOMIC DEVELOPMENT COMMISSION (EDC) APPOINTMENT FOR ONE (1) PARTIAL-TERM VACANCY EXPIRING JUNE 2023

Reso No. 2021/103 adopted appointing Christian Hills to the partial-term vacancy expiring June 2023, 5/0

Recommended Action: It is recommended that:

- 1) The Mayor nominate for appointment one (1) candidate for the Economic Development Commission for one partial-term vacancy expiring June 2023, and
- 2) The City Council adopt the resolution approving the appointment of the Mayor's nominee.

8. POLICE CRIME PREVENTION COMMISSION APPOINTMENT FOR ONE PARTIAL-TERM VACANCY EXPIRING JUNE 2023

Postponed, 5/0

Recommended Action: It is recommended that:

- 1) The Mayor nominate for appointment one (1) candidate for the Police Crime Prevention Commission for one partial-term vacancy expiring June 2023, and
- 2) The City Council adopt the resolution approving the appointment of the Mayor's nominee.

COUNCIL REGULAR AGENDA – Continued

9. TASER REPLACEMENT AND SOFTWARE UPGRADE

Failed, 2/3-(Torres-Walker, Wilson, and Thorpe)

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

- 1) Approving a five-year contract with Axon Enterprises Inc. to upgrade the Police Department's Taser hardware and operating system software from July 1, 2021 to June 30, 2026, and
- 2) Authorizing the City Manager to execute a purchasing agreement with Axon Enterprises not to exceed \$407,118.30 over a five-year period.

10. FOOD DESERTS AND EQUITABLE FOOD ACCESS FOR YOUTH AND FAMILIES THROUGH COMMUNITY GARDENS/FARMING, FARMERS MARKET, WORKSHOPS, PRESENTATIONS AND PROGRAMMING

Postponed, 5/0

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

11. YOUTH DEVELOPMENT – CODING SKILLS AS A POTENTIAL TRAINING AREA

Refer to City-School Standing Committee, 5/0

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

12. YOUTH DEVELOPMENT – EXPLORATION OF ADAPTIVE PROGRAMMING POLICY FOR THE PARKS AND RECREATION DEPARTMENT, INCLUDING AN ANNUAL ALL ABILITIES DAY

Refer to Parks & Recreation Department and Parks & Recreation Commission, 5/0

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

13. YOUTH DEVELOPMENT – ESTABLISHMENT OF A YOUTH COMMISSION

Refer to City-School Standing Committee, Parks & Recreation Commission, and

Youth Services Network Manager, 4-1 (Torres-Walker)

Recommended Action: It is recommended that the City Council discuss and provide direction to City staff as to whether they wish to form a Youth Commission for the City of Antioch.

COUNCIL REGULAR AGENDA – Continued

14. YOUTH DEVELOPMENT – FORMATION OF A COMMUNITY VIOLENCE SOLUTIONS AD HOC COMMITTEE

Reso No. 2021/104 adopted appointing Council Member District 1 Torres-Walker and Mayor Thorpe for the duration of 6 months, 5/0

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

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

PUBLIC COMMENT

STAFF COMMUNICATIONS

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


MOTION TO ADJOURN – *After Council Communications and Future Agenda Items, the Mayor will make a motion to adjourn the meeting. A second of the motion is required, and then a majority vote is required to adjourn the meeting.*
Motioned to adjourn meeting at 9:23 p.m., 5/0



STAFF REPORT TO THE CITY COUNCIL

DATE: Special Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Dawn Merchant, Finance Director 

SUBJECT: FY2021-23 Budget Development

RECOMMENDED ACTION

It is recommended that the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2021-23 budget.

FISCAL IMPACT

The fiscal impact of this budget is outlined in this report and attachment.

DISCUSSION

The purpose of this study session is to continue the fiscal year 2021-23 budget development. This is the fourth study session specific to the General Fund. At the study session of May 11, 2021, City Council directed that staff bring back information on establishing a potential new department within the City for "Community Resources and Public Safety". This department would re-organize existing staffing and services in several departments into one encompassing department to provide easier access for the community. City Council elected not to make any other staffing request decisions presented on May 11th until the discussion regarding this potential new department could be discussed. The request for CORE Team funding is also being brought back for consideration.

On May 25th, a study session for the 2021-2026 Capital Improvement Budget was held. City Council directed several unfunded projects be brought back for deliberation and potential inclusion in the final draft budget that will be brought back to City Council for adoption on June 22nd.

COMMUNITY RESOURCES AND PUBLIC SAFETY DEPARTMENT

Mayor Pro Tem Wilson and Council Member Torres-Walker requested that information on establishing a potential new department for Community Resources and Public Safety be brought back for discussion and consideration. This new department would re-organize where existing staffing/services within several departments currently report to a new department. The following staffing and services would be included: Animal Services (currently under the Police Department), Unhoused Resident Coordinator (currently under the City Manager), Youth Network Services Manager (currently under Recreation),

Code Enforcement, CDBG services and Environmental Services (all currently under Community Development). There will be no fiscal impact changing the reporting of the existing staffing, however, establishing a new department will require the addition of a department head position (estimated annual General Fund cost starting at \$344,948) and two support staff (estimated annual General Fund cost starting at \$258,865) to manage and supervise all the programs. The City Council also inquired about the possibility of using the City's resource center, which is currently leased to non-profits, to house this new department. The building would require repairs and ADA modifications to accommodate City staff. Furnishing and repairing the building is estimated to cost up to \$1,000,000. The estimated budget impact by fiscal year is below:

	FY22 Budget Impact	FY23 Budget Impact
New Department Head	\$258,711	\$366,322
Administrative Analyst I (support staff)	121,278	166,894
Administrative Assistant I (support staff)	72,871	104,068
Building furnishings and repairs	1,000,000	0
Totals	\$1,452,860	\$637,284

POSITION REQUESTS

As a reminder for City Council, the following position requests, with the department and funding source, have been identified by City staff as integral to support operations that staff is seeking direction to include or exclude from the proposed budget:

General Fund Impacted Positions

1. **Animal Services Technician (Animal Services).** This position would be in lieu of a vacant budgeted Office Assistant. The net salary and benefits cost is estimated to be \$9,210 in FY22 and \$9,046 in FY23 in the Animal Services budget which will increase the General Fund subsidy to the shelter in each fiscal year.
2. **Assistant or Deputy City Attorney (City Attorney).** An Assistant City Attorney position does not currently exist in our class specification schedule and would need to be created. The total salary and benefits cost would be in between the range of the City Attorney and Deputy City Attorney and the cost range (Step A to E) is estimated to be \$272,998 to \$324,893. The position would also require an initial outlay of approximately \$5,000 for computer and other start up supplies.
3. **Administrative Assistant I (Human Resources).** The estimated salary and benefits cost range is \$103,077 to \$119,173 with an additional outlay of approximately \$5,000 for computer and other start up supplies.
4. **Finance Analyst (Finance).** This position does not currently exist in our class specification schedule and would need to be created. The estimated salary and benefits cost is \$163,877 with an additional outlay of approximately \$5,000 for computer and other start up supplies.
5. **Community Development Technician (Community Development).** The estimated salary and benefits cost is \$161,704, with an additional \$2,000 needed in the first year for startup supplies for the position.

6. **General Laborer (Public Works – Downtown SLLMD/Water Fund/Sewer Fund).** This position would be funded 66% from the Downtown SLLMD Fund, 16.7% from the Water Enterprise Fund and 16.7% from the Sewer Enterprise Fund at a total estimated salary and benefits cost of \$95,385 requiring an increase of General Fund contribution to the Downtown SLLMD of \$62,953 of this cost.
7. **GIS Technician (Public Works – Information Services Fund).** While the position would reside in the Information Services Internal Service Fund, GIS division, the position would actually be allocated to the General Fund as it would support the Police, Community Development, Economic Development and Recreation departments. The estimated salary and benefits cost is \$128,155.
8. **Fleet Service Technician (Public Works – Vehicle Maintenance Fund).** If the position were approved, it would provide a \$56,000 savings in outside repair services in the Vehicle Maintenance Fund. The estimated salary and benefits cost of this position is \$110,988, offset by \$56,000 in outside repair services savings, for a net cost of \$54,988. While this position would reside in the Vehicle Maintenance Internal Service Fund, 68.16% of this fund is allocated to the General Fund and therefore would impact the General Fund in the amount of \$37,480.
9. **Administrative Assistant I/II (Public Works Engineering and Capital Improvement).** The cost range of a I level Step A to a II level Step E is \$97,161 to \$120,985.
10. **Recreation Coordinator (Recreation Fund Youth Network Services).** While this position would reside in the Recreation Special Revenue Fund, it would result in an increase in the General Fund subsidy to the Recreation Fund for the cost of the position. This would be funded starting in FY23. The estimated salary and benefits cost is \$118,368 with an additional \$5,000 in computer and other start up supplies.
11. **Unhoused Resident Coordinator (City Manager).** This position is a City Council request and would be in lieu of a part-time position that currently exists. The FY22 cost is \$63,570 and \$90,766 in FY23, with both years accounting for replacement of part-time staffing with a full-time employee.
12. **Code Enforcement Staffing (Community Development).** Council Member Barbanica requested that seven (7) Code Enforcement Officer positions (to double current level) be included in the draft General Fund budget. The Community Development Director has evaluated this proposal and with such expanded staffing, determined that for span of control and operating needs, this would also require the creation and addition of a Deputy Director of Community Development position, two (2) additional Community Development Technician positions as well as the purchase of vehicles for the Code Enforcement Officers and a remodel of City Hall to accommodate 10 new positions for which there is not currently space. The total projected cost is broken down as follows:

	FY22 Budget Impact	FY23 Budget Impact
Code Enforcement Officers (7)	\$627,763	\$1,151,179
Deputy Director of Community Development	199,493	285,264
Community Development Technicians (2)	243,080	334,506
Vehicles (7) & Equipment	245,000	21,000
City Hall remodel	100,000	0
Totals	\$1,415,336	\$1,791,949

Water Enterprise Fund

1. **Water Treatment Plant Instrument Technician I/II.** An additional technician is needed for the Desalination Plant. The salary and benefits range for the position is \$126,686-\$154,127.

CDBG Fund & Housing Successor Funds

1. **Administrative Analyst – Housing.** This position would be funded between the CDBG and Housing Successor Funds. The estimated salary and benefits cost is \$161,704.

Solid Waste Fund/Water/Sewer/NPDES/General Fund

1. **Administrative Analyst - Environmental Resources (Community Development).** Mayor Thorpe requested this position. The position would be funded in whole or in part by the Water Fund, Sewer Fund, NPDES and/or Solid Waste Fund similar to the current Administrative Analyst Position which is funded 34% to the Solid Waste Fund, 33% to the Water Fund, 16% to the Sewer Fund and 17% to the NPDES fund . The anticipated cost of the position is approximately \$161,704 in FY22 for salary and benefits. If approved, this will require a reduction in General Fund Street Impact Fee revenues in FY23 in the amount of \$26,000 that will need to be re-allocated to the Solid Waste Fund to pay for the proportionate share of the position as the Solid Waste Fund does not have enough reserves to fund 34% of the position in FY23. This **is not** included in the fully loaded budget scenario in Chart B.

The table on the next page summarizes all the positions that will impact the General Fund, with a grand total by each fiscal year. The FY22 budget impact reflects a pro-rated amount to account for the hiring timeframe. If all positions as proposed are approved for inclusion in the budget, the FY22 General Fund impact would be \$3,716,949 and the FY23 impact would be \$3,767,443. The payroll costs are projected to escalate 4% per year in the outlying General Fund projections in Attachment A.

SUMMARY OF GENERAL FUND IMPACTED POSITION REQUESTS

Department/ Position Request	FY21/22 General Fund	FY22/23 General Fund
	Amount	Amount
Community Development		
Community Development Technician (3)	364,620	501,759
Code Enforcement Officers (7)	627,763	1,151,179
Deputy Director Community Dev.	199,493	285,264
1st year start-up costs/vehicles	347,000	21,000
Total Community Dev.	\$ 1,538,876	\$ 1,959,202
Animal Services		
Animal Services Technician	6,908	9,046
Total Animal Svcs.	\$ 6,908	\$ 9,046
Finance		
Finance Analyst	122,908	176,981
1st year start-up cost	5,000	-
Total Finance	\$ 127,908	\$ 176,981
Public Works		
General Laborer	47,215	69,947
Administrative Assistant I	72,872	104,068
Fleet Service Technician	18,567	43,076
GIS Technician	96,116	137,554
Total Public Works	\$ 234,770	\$ 354,645
Recreation		
Recreation Coordinator	-	118,368
1st year start-up cost	-	5,000
Total Recreation	\$ -	\$ 123,368
City Attorney		
Assistant City Attorney	204,749	305,672
1st year start-up cost	5,000	-
Total City Attorney	\$ 209,749	\$ 305,672
City Manager		
Unhoused Resident Coordinator	63,570	90,766
Total City Manager	\$ 63,570	\$ 90,766
Human Resources		
Administrative Assistant	77,308	110,479
1st year start-up cost	5,000	-
Total Human Resources	\$ 82,308	\$ 110,479
Community Resources & Public Safety		
Department Head	258,711	366,322
Administrative Analyst	121,278	166,894
Administrative Assistant	72,871	104,068
1st year start-up cost	1,000,000	-
Total Comm. Resources/Public Safety	\$ 1,452,860	\$ 637,284
Total General Fund Positions/Impact	\$ 3,716,949	\$ 3,767,443

CAPITAL PROJECTS

The draft Capital Improvement (“CIP”) Budget was discussed on May 25th with direction given to evaluate the following unfunded projects at this budget study session:

Project	Proposed FY22 Budget	Proposed FY23 Budget
Citywide Signage Program	\$500,000	\$50,000
Restoration of Public Art	35,000	25,000
City Hall Modifications	1,000,000	0
Prewett Park Deck Coating	500,000	0
Prewett Park Pool Resurfacing	0	190,000
Police Department Community Room Tech Upgrades	300,000	0
Prewett Park Perimeter Fence Replacement	0	200,000
Rivertown Landmark Sign	120,000	0
Integration and Upgrades of Access Control etc.	218,000	0
L Street Improvements	9,281,000	0

As no other dedicated funding source exists at this time, the budgets for these projects are included in the draft General Fund budget numbers in Chart B. There is a possibility that some of these projects may qualify to be funded with American Rescue Plan dollars, but staff recommends that if a project is a City Council priority to be funded in the next two-year budget cycle, to include in the draft numbers as a placeholder. Once staff has further definitive guidance on allowable American Rescue Plan spending, the projects, if eligible, would be brought back to City Council to consider amending the budget to change the funding source, thus relieving the General Fund.

To aid City Council’s decision making regarding the staffing and projects proposed this evening, two budgets are being presented for comparison. The budget in Chart A is a General Fund budget summary baseline, with no additional staffing, re-organizations or projects being deliberated and Chart B is a General Fund budget summary fully loaded with all staffing, re-organization and projects.

CHART A
GENERAL FUND BUDGET SUMMARY-BASELINE

	2020-21 Revised	2021-22 Proposed	2022-23 Proposed
Beginning Balance, July 1	\$23,959,863	\$23,959,863	\$23,959,863
Revenue Source:			
Taxes	48,994,092	50,550,497	52,576,928
1% Sales Tax	17,942,514	18,361,000	19,003,636
Taxes – Measure C	111,368	0	0
Licenses & Permits	2,627,006	2,582,000	2,682,000
Fines & Penalties	100,100	135,100	135,100
Investment Income & Rentals	620,000	615,000	620,000
Revenue from Other Agencies	983,677	457,050	517,000
Current Service Charges	4,738,174	5,169,807	6,782,131
Other Revenue	2,705,220	741,200	647,775
Transfers In	3,966,982	3,678,703	3,722,796
Total Revenue	82,789,133	82,290,357	86,687,366
Expenditures:			
Legislative & Administrative	5,848,251	5,734,885	6,100,644
Finance	1,554,843	1,744,800	1,781,162
Nondepartmental	4,646,383	2,683,728	3,045,236
Public Works	11,080,489	11,474,187	11,325,675
Police Services	47,407,636	51,385,853	53,170,748
Police Services-Measure C	111,368	0	0
Police Services-Animal Support	1,696,485	1,864,642	1,956,132
Recreation/Community Svs.	3,755,022	3,221,615	3,572,464
Community Development	4,942,068	6,381,649	6,008,186
Total Expenditures	81,042,545	84,491,359	86,960,247
Budget Stabilization Transfer Out	(1,746,588)	2,201,002	272,881
Surplus/(Deficit)	0	0	0
Ending Balance, June 30	\$23,959,863	\$23,959,863	\$23,959,863
Committed-Comp. Absences	153,654	150,000	150,000
Committed-Litigation Reserve	500,000	500,000	500,000
Committed-Comm. Dev. Fees	644,202	854,453	1,074,453
Unassigned Fund Balance	\$22,662,007	\$22,455,410	\$22,235,410
Percentage of Revenue	27.37%	27.29%	25.65%

CHART B
GENERAL FUND BUDGET SUMMARY-FULLY LOADED

	2020-21 Revised	2021-22 Proposed	2022-23 Proposed
Beginning Balance, July 1	\$23,959,863	\$23,959,863	\$23,959,863
Revenue Source:			
Taxes	48,994,092	50,550,497	52,576,928
1% Sales Tax	17,942,514	18,361,000	19,003,636
Taxes – Measure C	111,368	0	0
Licenses & Permits	2,627,006	2,582,000	2,682,000
Fines & Penalties	100,100	135,100	135,100
Investment Income & Rentals	620,000	615,000	620,000
Revenue from Other Agencies	983,677	457,050	517,000
Current Service Charges	4,738,174	5,169,807	6,782,131
Other Revenue	2,705,220	741,200	647,775
Transfers In	3,966,982	3,678,703	3,722,796
Total Revenue	82,789,133	82,290,357	86,687,366
Expenditures:			
Legislative & Administrative	5,848,251	7,567,401	7,279,233
Finance	1,554,843	1,872,708	1,958,143
Nondepartmental	4,646,383	14,637,848	3,510,520
Public Works	11,080,489	11,597,160	11,506,383
Police Services	47,407,636	51,423,224	53,236,088
Police Services-Measure C	111,368	0	0
Police Services-Animal Support	1,696,485	1,871,550	1,965,178
Recreation/Community Svs.	3,755,022	3,245,644	3,730,220
Community Development	4,942,068	7,946,773	8,006,925
Total Expenditures	81,042,545	100,162,308	91,192,690
Budget Stabilization Transfer Out	(1,746,588)	17,871,951	4,505,324
Surplus/(Deficit)	0	0	0
Ending Balance, June 30	\$23,959,863	\$23,959,863	\$23,959,863
Committed-Comp. Absences	153,654	150,000	150,000
Committed-Litigation Reserve	500,000	500,000	500,000
Committed-Comm. Dev. Fees	644,202	854,453	1,074,453
Unassigned Fund Balance	\$22,662,007	\$22,455,410	\$22,235,410
Percentage of Revenue	27.37%	27.29%	25.65%

Although the above table reflecting a fully loaded budget incorporating all positions and CIP projects gives the illusion that the City has met the General Fund reserve policy, the reality is that \$22,377,275 is utilized from the Budget Stabilization Fund over the next two fiscal years depleting it almost entirely for any use beyond FY23. The City Council previously established a policy to utilize the Budget Stabilization Fund to fully fund the annual Actuarial Determined Contribution (“ADC”) of the OPEB unfunded liability at an approximate cost of \$1.3M per year. This directive would be unachievable if the Budget Stabilization Fund were unable to meet this obligation. This fully loaded budget also does not account for implementation of the salary survey, should the City Council so direct, or

any additional services the City Council is considering such as a mental health program or unhoused resident services.

As indicated previously to the City Council, all positions and projects should be carefully evaluated and perhaps re-considered this evening and during the mid-year budget review or a later time.

CORE Team Funding

Council Member Ogorchock requested that CORE Team funding be brought back to City Council for discussion with the budget. The cost to the General Fund to fund one two-person CORE Team would be \$250,000 in FY22 and FY23 unless another funding source can be identified. The City currently contributes \$30,000 per year in CDBG funding toward the Countywide CORE Team efforts. City Council budget direction is requested on this item and this ***is not*** included in the fully loaded budget numbers in Chart B.

NEXT STEPS

Staff will incorporate City Council direction into the draft 2021-23 Operating Budget to be brought back to City Council at the June 22, 2021 Council Meeting for adoption.

ATTACHMENTS

- A. General Fund projections
- B. Vacant positions not in active recruitment

GENERAL FUND PROJECTIONS - BASELINE 6.8.21

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863
Taxes	48,994,092	50,550,497	52,576,928	54,329,403	56,046,406	57,772,464
Taxes - Measure C	111,368	0	0	0	0	0
1% Sales Tax	17,942,514	18,361,000	19,003,636	19,665,760	20,334,395	20,964,760
Services Charges/Permits	7,365,180	7,751,807	9,464,131	7,838,119	8,106,403	8,377,961
All Other Revenues	4,408,997	1,948,350	1,919,875	1,420,350	1,420,350	1,420,350
Transfers In	3,966,982	3,678,703	3,722,796	3,803,351	3,958,782	4,113,792
Total Revenues	82,789,133	82,290,357	86,687,366	87,056,983	89,866,336	92,649,327
% Change		-1%	5%	0%	3%	3%
Personnel	53,141,310	56,702,072	59,795,066	63,639,254	66,252,763	68,542,280
Services/Supplies/Transfers	27,901,235	27,789,287	27,165,181	26,961,477	28,074,518	29,141,073
Total Expenditures	81,042,545	84,491,359	86,960,247	90,600,731	94,327,281	97,683,353
% Change		4%	3%	4%	4%	4%
Transfer In Budget Stabilization	(1,746,588)	2,201,002	272,881	3,543,748	4,460,945	5,034,026
Surplus/(Deficit)	-	-	-	-	-	-
Ending Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863
Committed	1,297,856	1,504,453	1,724,453	1,946,753	2,171,399	2,398,438
Unassigned	\$22,662,007	\$22,455,410	\$22,235,410	\$22,013,110	\$21,788,464	\$21,561,425
Unassigned %	27.37%	27.29%	25.65%	25.29%	24.25%	23.27%

GENERAL FUND PROJECTIONS - FULLY LOADED 6.8.21

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
Beginning Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$23,959,863	\$16,613,620	\$8,112,651
Taxes	48,994,092	50,550,497	52,576,928	54,329,403	56,046,406	57,772,464
Taxes - Measure C	111,368	0	0	0	0	0
1% Sales Tax	17,942,514	18,361,000	19,003,636	19,665,760	20,334,395	20,964,760
Services Charges/Permits	7,365,180	7,751,807	9,464,131	7,838,119	8,106,403	8,377,961
All Other Revenues	4,408,997	1,948,350	1,919,875	1,420,350	1,420,350	1,420,350
Transfers In	3,966,982	3,678,703	3,722,796	3,803,351	3,958,782	4,113,792
Total Revenues	82,789,133	82,290,357	86,687,366	87,056,983	89,866,336	92,649,327
% Change		-1%	5%	0%	3%	3%
Personnel	53,141,310	58,888,215	63,158,518	67,137,243	69,890,672	72,325,705
Services/Supplies/Transfers	27,901,235	41,274,093	28,034,172	27,351,012	28,476,633	29,556,322
Total Expenditures	81,042,545	100,162,308	91,192,690	94,488,255	98,367,305	101,882,027
% Change		24%	-9%	4%	4%	4%
Transfer In Budget Stabilization	(1,746,588)	17,871,951	4,505,324	85,029	-	-
Surplus/(Deficit)	-	-	-	(7,346,243)	(8,500,969)	(9,232,700)
Ending Fund Balance	\$23,959,863	\$23,959,863	\$23,959,863	\$16,613,620	\$8,112,651	(\$1,120,049)
Committed	1,297,856	1,504,453	1,724,453	1,946,753	2,171,399	-
Unassigned	\$22,662,007	\$22,455,410	\$22,235,410	\$14,666,867	\$5,941,252	(\$1,120,049)
Unassigned %	27.37%	27.29%	25.65%	16.85%	6.61%	-1.21%

Vacancies as of 6.2.21
Not in Active Recruitment

Title	Department	# of Positions	Funding Source
Public Information Officer	City Manager	1.000	General Fund
Animal Services Supervisor	Police	1.000	Animal Services/General Fund
Animal Control Officer	Police	1.000	Animal Services/General Fund
Landscape Maint Worker I/II	Public Works	1.000	General Fund/SLLMD Funds
Operations Supervisor	Public Works	1.000	General Fund/SLLMD Funds
Senior Civil Engineer	Public Works	1.000	General Fund/Gas Tax/Water/Sewer
Public Works Technician	Public Works	1.000	Water Fund
Sewer Camera Truck Operator	Public Works	1.000	Sewer Fund
Warehouse Worker II	Public Works	1.000	General Fund/Vehicle Maintenance/Water/Sewer
Water Treatment Maintenance Worker II/III	Public Works	1.000	Water Fund
Water Treatment Plant Superintendent	Public Works	1.000	Water Fund
Equipment Mechanic I/II	Public Works	1.000	Vehicle Maintenance Fund/General Fund
Recreation Coordinator	Recreation	1.000	Recreation Fund/General Fund


Total Vacancies not in Active Recruitment 13.000



INTRODUCTION OF NEW CITY EMPLOYEES

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director 

-
- Public Works Director/City Engineer John Samuelson would like to introduce:
- Derek Traya, Operations Supervisor.

-
- Police Chief Brooks would like to introduce:
- James Desiderio, Police Officer.
 - Jose Collazo, Community Service Officer.
 - Jennifer Louie, Doctor of Veterinary Medicine.
-



**RECOGNIZING JUNE AS LGBTQ+ PRIDE MONTH
IN THE CITY OF ANTIOCH
JUNE 2021**

WHEREAS, the City Council of Antioch recognizes and proclaims the month of June 2021 as Lesbian, Gay, Bisexual, Transgender and Queer (LGBTQ+) "Pride Month" throughout the City of Antioch;

WHEREAS, all human beings are born free and equal in dignity and rights. LGBTQ individuals have had immeasurable impact to the cultural, civic, and economic successes of our country;

WHEREAS, many of the residents, students, city employees, and business owners within the City of Antioch who contribute to the enrichment of our City are a part of the LGBTQ community;

WHEREAS, Antioch joins the County of Contra Costa to observe Pride Month with a Pride flag raising ceremony to honor the history of the LGBTQ liberation movement and to support the rights of all citizens to experience equality and freedom from discrimination;

WHEREAS, while society at large increasingly supports LGBTQ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice;

WHEREAS, this nation was founded on the principle that every individual has infinite dignity and worth, and Antioch calls upon the community to embrace this principle and work to eliminate prejudice everywhere it exists;

WHEREAS, June has become a symbolic month in which lesbian women, gay men, bisexual people, transgender people, and supporters come together in various celebrations of pride; and

WHEREAS, celebrating Pride Month influences awareness and provides support and advocacy for Antioch's LGBTQ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights.

NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby declare the month of June as LGBTQ+ Pride Month in the City of Antioch, and invite everyone to reflect on ways we all can live and work together with a commitment to mutual respect and understanding.

JUNE 8, 2021

LAMAR A. THORPE, Mayor

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/#>.

EXTENDED DEADLINE DATE: 06/11/2021

➤ ***BOARD OF ADMINISTRATIVE APPEALS***

DEADLINE DATE: 06/25/2021

➤ ***ECONOMIC DEVELOPMENT COMMISSION***

Your interest and desire to serve our community is appreciated.

BOARD OF ADMINISTRATIVE APPEALS

(EXTENDED Deadline Date: 06/11/21)

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

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

One (1) Alternate Member, 2-year term vacancy, expiring March 2022

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

ECONOMIC DEVELOPMENT COMMISSION

(Deadline date: 06/25/2021)

Three (3) Full-term vacancies expiring June 2025

- The EDC's function is to address economic development issues within the City and make recommendations to the City Council and staff regarding policies, regulations, marketing, development strategies and planning activities designed to enhance the City's economic base and create quality jobs.
- Seven-member board – 4 year terms.
- At least five members shall be Antioch residents/electors. Non-resident members shall own or operate a business in the City.
- Regular meetings are held at 7:00 p.m. on the first Tuesday in the months of February, April, June, September, October and December, the third Tuesday in July, and on the first Tuesday on an as-needed basis only during the months of March, May, and November. No meetings are held during January or August.
- Members of the Economic Development Commission are subject to The Brown Act open meeting law and are required to file an annual Statement of Economic Interest (FPPC Form 700).
- Commissioners must take the 2-hour AB1234 Ethics Training within one year of appointment and every two years thereafter. There is no cost to this online AB1234 Ethics Training provided by the Fair Political Practices Commission.
- Newly appointed and reappointed commissioners are required to take an Oath of Office administered by the City 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/Regular Meeting
5:30 P.M.**

**April 27, 2021
Meeting Conducted Remotely**

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

Written public comments were received by 3:30 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

4:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Joshua Bickham v. City of Antioch, Contra Costa County Superior Court Case No. CIV MSN21-0499.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957

Mayor Thorpe called the meeting to order at 5:31 P.M., and City Clerk Householder called the roll.

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

PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

STUDY SESSION

- 1. FISCAL YEAR 2021-23 BUDGET DEVELOPMENT**

City Manager Bernal introduced the Study Session Agenda Item #1.

Finance Director Merchant presented the staff report and PowerPoint presentation of Special Revenue Funds dated April 27, 2021 recommending the City Council provide feedback and direction regarding the budget development information provided for the fiscal year 2021-23 budget.

During a review of the PowerPoint presentation, Council provided the following comments:

Solid Waste Fund

Mayor Thorpe suggested the Council consider increasing staffing for the environmental resources.

Citywide 2A Maintenance District (Fund 256)

Mayor Thorpe turned the meeting over to Mayor Pro Tem Wilson and left the meeting at 5:52 P.M. Councilmember Wilson requested Finance Director Merchant continue with the PowerPoint presentation.

Prewett CIP Fund (312)

In response to Councilmember Wilson, Finance Director Merchant explained that Mello Roos had ended, and no additional revenues would be received.

Mayor Thorpe returned to the meeting at 6:10 P.M. and Mayor Pro Tem Wilson turned the meeting back over to Mayor Thorpe.

Councilmember Wilson supported Mayor Thorpe's request to consider an increase in staffing for the environmental resources.

Mayor Thorpe requested staff bring back information for the potential to add a position to aid with Environmental Resources.

Councilmember Ogorchock suggested Council consider part time positions initially for the CDGB Administrative Analyst position and the Vehicle Maintenance Fleet Service Technician.

Director of Community Development Ebbs clarified his request for a full-time position for the CDGB Administrative Analyst was to address succession planning. He expressed concern that they would invest time into training a part-time employee and then have to do it again when the position transitioned to full-time.

Councilmember Barbanica voiced his support for the full-time position for the CDGB Administrative Analyst.

Mayor Thorpe agreed with Councilmember Barbanica.

In response to Councilmember Torres-Walker, Finance Director Merchant explained that the Antioch Police Department (APD) Asset Forfeiture Funds were separate from the General Fund and could not be utilized for salaries. She commented that the APD maintained the funds separately and a further explanation on how they were utilized could be obtained from Chief Brooks.

Mayor Thorpe stated he wanted to add additional traffic safety measures particularly near schools.

Finance Director Merchant responded that Council could discuss specific projects when the draft CIP was presented.

City Manager Bernal announced the draft CIP would be coming to Council on May 25, 2021.

Council consensus supported incorporating all requested positions into the budget when it was brought back to Council for consideration.

Finance Director Merchant stated she would come back to Council on May 11, 2021 with the General Fund including the staffing positions requested. She noted the target was to adopt the budget on June 22, 2021. She thanked Council for their input and noted if there were any further questions, they could contact her directly.

Mayor Thorpe thanked Finance Director Merchant and the Finance Department for their hard work.

ADJOURNMENT OF SPECIAL MEETING/STUDY SESSION

Councilmember Barbanica left the meeting prior to the motion to adjourn.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council adjourned the meeting at 6:26 P.M. The motion carried the following vote:

Ayes: Torres-Walker, Ogorchock, Wilson, Thorpe

Absent: Barbanica

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

Present: Council/Agency/Authority 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 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 – EXISTING LITIGATION**, no reportable action; and **#2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER**, no reportable action.

2. PROCLAMATIONS

- *Honoring Our Elders Month, May 2021*
- *Be Kind to Animals Week, May 2 - 8, 2021*

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

Calli West, Belshaw Elementary School, Ke'Ona Jones, Black Diamond Middle School and Elena Arce, Holy Rosary Catholic School, read the proclamation and thanked the City Council for the *Honoring Our Elders Month* proclamation.

Prudence Capelle thanked the City Council for the *Honoring Our Elders Month* proclamation.

Mayor Thorpe voiced his appreciation to Ms. Capelle and those who read the proclamation.

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

Melissa Case, Jackie Hooke, Tom Hartrick and Alison Norris provided written comment regarding the *Honoring Our Elders Month* proclamation.

Animal Shelter Manager Harding, Chuck Kuslits and Barbara Sobalvarro representing Antioch Friends of Animal Services thanked the City Council for the *Be Kind to Animals Week* proclamation. Barbara Sobalvarro announced that during the month of May, Friends of Animal Services would be paying the adoption costs for animals adopted through Antioch Animal Services. She recognized Frank Stone for advocating on behalf of the Antioch Animal Shelter.

Mayor Thorpe thanked Ms. Sobalvarro for her service.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Board of Administrative Appeals: Six (6) vacancies: deadline date is May 14, 2021

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

Mayor Thorpe thanked City Clerk Householder for her Board and Commission vacancy outreach efforts.

PUBLIC COMMENTS

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 and a half minutes.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Diana Collins Puente and Bella Q.C. spoke in support of an immediate ban on the use of any restraint that causes positional asphyxia.

Patricia Granados discussed online intimidation tactics and announced there would be a gathering at 5:00 P.M. on April 28, 2021 to honor the life of Malad.

Robert Collins spoke in support of an immediate ban on the use of any restraint that causes positional asphyxia. He urged Council to support of AB490, SB2 and police reform items agendized this evening.

Andrew Becker, Here Today Home Tomorrow Inc., stated there was a vacant corporate building at Deer Valley Road and Lone Tree Way currently owned by the CVS Corporation and he had been in contact with their corporate headquarters regarding the use of the building for Transitional Shelter Housing. He suggested the City collaborate with him on this effort.

Casandra Quinto Collins, Rin Boegel and Jessica Tully spoke in support of an immediate ban on the use of any restraint that causes positional asphyxia and police reform items agendized this evening.

Leslie May spoke in support of the police reform items agendized this evening.

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.

Maria Renoos, Leah Fillingim-Selk, Concerned Citizen, San Diego resident, Stefano Corazza, Greenbrae resident, Kate Sweeney, Kioni Cho, Jane Courant, representing Showing Up for Racial Justice (SURJ), Joan Gabriella Heinsheimer MD (SURJ), Patrick Racela of Kabataan Alliance, Ben Morgenthau, Camile Santana, Berkeley resident, Kelly Callejo, Gretchen Tofflemire, Meg Keeley (SURJ), Greg Kremenliev (SURJ), Gail Susan Gordon (SURJ), Laura Byrne (SURJ), Elsie Mills (SURJ), Rose Strogatz (SURJ), Emily Hampshire (SURJ), Casey Johnson (SURJ) and Angela Phan, provided written comment in support of an immediate ban

on the use of any restraint that causes positional asphyxia. Several comments also supported the police reform items agendaized this evening.

Sal Sbranti, Mark K, Sally, J O, Antioch residents and Jon Davis, provided written comment expressing concern regarding sideshow activity that occurred in Antioch.

T Rex provided written comment discussing the extinction of dinosaurs and calling for Mayor Thorpe to resign.

Mark Long, Antioch resident, provided written comment where he discussed the collaborated efforts of the APD and Oakland Police Department resulting in the arrest of over 48 gang members and associates.

O'Janae Simpson, Antioch resident, provided written comment thanking City Clerk Householder for yielding the reading of public comments to Administrative Services Director Mastay.

Paige Turner, Roberto Clemente, Pittsburg resident, John Keynes and Justin Seine, Antioch residents, provided written comment expressing concern that the demographics in downtown Antioch would not support a Rivertown Dining District.

Jack and Diane, Brentwood residents, provided written comment expressing concern regarding blight on "A" Street.

Rene Descartes, Billy Ruben, Kuldip Singh and Sarah Bellum, Antioch residents provided written comment opposing the Hazard Pay ordinance.

Reid Enright, Antioch resident, provided written comment suggesting the City Council reconsider and support option #3 for the City's signage program.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Cannabis Standing Committee meeting.

Councilmember Barbanica reported on his participation in a Transitional Housing zoom/facebook live event with Unhoused Resident Coordinator Ridley and Focus Strategies.

Councilmember Ogorchock reported on her attendance at the Cal Cities Governance, Transparency, and Labor Relations Policy Committee meeting. She thanked the APD for working with the Oakland Police Department and several other law enforcement agencies on Operation Windstar which resulted in many arrests and multiple gang related items confiscated.

Councilmember Wilson reported on her attendance at the Delta Diablo and Cannabis Standing Committee meetings. She announced Demin Day was April 28, 2021 and encouraged everyone

to wear denim to honor sexual assault survivors. She noted that April was Sexual Assault Awareness month and Tri Delta Transit would be meeting on April 28, 2021.

MAYOR'S COMMENTS

Mayor Thorpe announced the City Council had established an Interim Police Oversight Committee and through that committee there would be discussions related to policing including knee to neck restraints.

4. **CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
 - A. **APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 26, 2021**
 - B. **APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 9, 2021**
 - C. **APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 23, 2021**
 - D. **APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 13, 2021**
 - E. **APPROVAL OF COUNCIL WARRANTS**
 - F. **APPROVAL OF HOUSING SUCCESSOR WARRANTS**
 - G. **RESOLUTION NO. 2021/69 AND RESOLUTION NO. 2021/70 AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS AND RESOLUTION AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SIGN THE AMENDMENT AND NOVATION AGREEMENT BETWEEN MUNICIPAL RESOURCE CONSULTANTS AND MUNISERVICES, LLC.**
 - H. **HOUSING ELEMENT AND REGIONAL HOUSING NEEDS ALLOCATION (RHNA) UPDATE**
 - I. **RESOLUTION NO. 2021/71 ACCEPTANCE OF WORK AND NOTICE OF COMPLETION FOR THE WATER MAIN REPLACEMENT AT VARIOUS LOCATIONS (P.W. 503-18)**
 - J. **RESOLUTION NO. 2021/72 FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH TESTING ENGINEERS, INC. FOR "AS NEEDED" MATERIAL TESTING AND SPECIAL INSPECTION SERVICES**
 - K. **RESOLUTION NO. 2021/73 APPROVING THE GREEN INFRASTRUCTURE PLAN AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO MAKE ANY FUTURE**

NECESSARY OR REQUIRED MODIFICATIONS TO THE GREEN INFRASTRUCTURE PLAN

- L. **RESOLUTION NO. 2021/74 CONSIDERATION OF BIDS FOR DUAL TANKS, DIESEL FIRED THERMOPLASTIC PRE-MELTER AND TRAILER, BID NO. 020-0408-21A**
- M. **RESOLUTION APPROVING THE AMENDMENT OF A REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS BETWEEN THE CITY OF ANTIOCH AND DAVIDON HOMES**
- N. **RESOLUTION NO. 2021/75 UNHOUSED RESIDENT SERVICES – AMENDMENT NO. 2 TO CONSULTING SERVICES AGREEMENT WITH FOCUS STRATEGIES**
- O. **APPROVAL OF TREASURER’S REPORT FOR MARCH 2021**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Council Consent Calendar with the exception of items A and M, which were removed for further discussion.

Item A – City Manager Bernal stated that staff was requesting this item be continued to the next meeting as minor errors needed to be corrected prior to Council considering approval.

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock the City Council unanimously continued Item A.

Item M – Director of Public Works/City Engineer Samuelson staff report stated April 27, 2021.

Councilmember Ogorchock stated that she would like an opportunity to talk to staff regarding the letter they had received.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council continued Item M. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Abstain: Torres-Walker

PUBLIC HEARING

- 5. **PUBLIC HEARING TO REVIEW FISCAL YEAR 2021-22 ACTION PLAN FOR EXPENDING FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND LOCAL HOUSING SUCCESSOR FUNDING**

CDBG Housing Consultant House presented the staff report dated April 27, 2021 recommending the City Council approve the funding recommendations of the CDBG committee, and adopt the resolution approving the City of Antioch Fiscal Year 2021-22 Action Plan for expending federal

CDBG funds. 2) It is recommended that the City of Antioch as the Housing Successor to the Antioch Development Agency approve the funding recommendations of the CDBG committee and adopt the resolution approving Housing Successor funding for homeless services outlined in the Fiscal Year 2021-22 Annual Action Plan.

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

Councilmember Barbanica and Ogorchock thanked CDBG/Housing Consultant House for facilitating the CDBG process.

RESOLUTION NO. 2021/76
RESOLUTION NO. 2021/77

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously 1) Approved the funding recommendations of the CDBG subcommittee, and adopted the resolution approving the City of Antioch Fiscal Year 2021-22 Action Plan for expending federal CDBG funds. 2) The City Council acting as the Housing Successor to the Antioch Development Agency approved the funding recommendations of the CDBG subcommittee and adopted the resolution approving Housing Successor funding for homeless services outlined in the Fiscal Year 2021-22 Annual Action Plan.

6. ORDINANCE TO AMEND SECTION 4.12(C) OF TITLE 3 OF THE ANTIOCH MUNICIPAL CODE RELATING TO COOPERATIVE PURCHASING

Director of Public Works/City Engineer Samuelson presented the staff report dated April 27, 2021 recommending the City Council waive the first reading and introduce the Ordinance amending Section 4.12(C) of Title 3 of the Antioch Municipal Code Relating to Cooperative Purchasing.

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

Councilmember Ogorchock stated she would like priority placed on shopping local.

Director of Public Works/City Engineer Samuelson explained that this Ordinance would allow the City to take advantage of Sourcwell bids; however, the City would continue to explore all options for purchasing goods and services.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Barbanica to waive the first reading and introduce the Ordinance amending Section 4.12(C) of Title 3 of the Antioch Municipal Code Relating to Cooperative Purchasing, with the addition of a local preference item.

City Attorney Smith speaking to the motion, explained that a local preference item would need to come back to Council for consideration as it was a broader issue than this Ordinance.

Councilmember Ogorchock stated she would amend her motion, provided City Attorney Smith would bring a local preference item back to Council. Councilmember Barbanica agreed to the amendment.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council waived the first reading and introduced the Ordinance amending Section 4.12(C) of Title 3 of the Antioch Municipal Code Relating to Cooperative Purchasing. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Abstain: Torres-Walker

COUNCIL REGULAR AGENDA

7. PLANNING COMMISSION APPOINTMENT FOR TWO (2) FULL-TERM VACANCIES EXPIRING OCTOBER 2024

City Clerk Householder read the biographies for Mayor Thorpe's two nominees for the Planning Commission, Kristina Gutilla and Kevin Riley.

A motion was made by Councilmember Barbanica, seconded by Councilmember Wilson to approve the resolution appointing Kristina Gutilla and Kevin Riley to two-year terms expiring October 2024.

In response to Councilmember Ogorchock, City Attorney Smith explained that the City Clerk's office had confirmed that the vacancies were for two full term vacancies expiring October 2024.

Councilmember Barbanica amended his motion and Councilmember Wilson accepted the amendment.

RESOLUTION NO. 2021/78

On motion by Councilmember Barbanica, seconded by Councilmember Wilson the City Council unanimously approved the resolution appointing Kristina Gutilla and Kevin Riley amending the resolution to show the appointments as two full-term vacancies expiring October 2024.

City Clerk Householder administered the Oath of Office to Kristina Gutilla and Kevin Riley who thanked the City Council for their appointments.

City Clerk Householder and Mayor Thorpe thanked Ms. Gutilla and Mr. Riley for volunteering to serve the community.

8. POLICE REFORM – DISQUALIFYING FACTORS FOR LATERAL HIRE OF POLICE OFFICERS AT ANTIOCH POLICE DEPARTMENT

Assistant City Manager Bayon Moore presented the staff report dated April 27, 2021 recommending the City Council adopt a resolution formally approving disqualifying factors associated with the lateral hire of Police Officers at Antioch Police Department. For the record, Assistant City Manager Bayon Moore reported that staff had met with the collective bargaining units to discuss the draft and the content brought before Council this evening was what resulted from a meet and confer with the bargaining unit.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Christina Ortega, Patricia Granados and Diana Collins Puente spoke in support of the Council adopting the resolution.

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

Tom Hartrick provided written comment in support of the Council adopting the resolution and requesting that they include disqualifications for anyone running for office in Antioch.

Willie J. Mims, representing the East County NAACP and Pittsburg's Black Political Association, provided written comment in support of the Council adopting the resolution.

RESOLUTION NO. 2021/79

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution formally approving disqualifying factors associated with the lateral hire of Police Officers at Antioch Police Department.

Mayor Thorpe thanked staff and the representative groups for bringing this item forward to Council.

9. POLICE REFORM – POLICE OFFICER TRAINING MATRIX

Assistant City Manager Bayon Moore presented the staff report dated April 27, 2021 recommending the City Council adopt a resolution formally approving the integration of specific topics into the training matrix for sworn personnel employed by the Antioch Police Department.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Leslie May suggested the City contact Dr. Kenneth Hardy from the Eikenberg Institute to work with City on this project. She spoke in support of Council adopting the resolution.

Christina Ortega spoke in support of the City Council adopting the resolution.

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

Ben Morgenthau provided written comment in support of the City Council adopting a resolution.

No name provided written comment urging the City Council to be supportive of the APD and suggesting Chief Brooks be invited to be an active participant in the discussions.

Willie J. Mims, representing the East County NAACP & Pittsburg's Black Political Association provided written comment in support of the City Council adopting a resolution and encouraging them to add racial bias training to the matrix.

Councilmember Barbanica commented all police officers wanted and supported more training.

Mayor Thorpe requested the following revision to the resolution: #1: The Training Matrix for Sworn Personnel shall consist of mandatory training modules, publicly presented and reviewed by the City Council **or designated body** on an annual basis.

City Attorney Smith recommended Council approve the resolution as presented and then staff would circulate the above-mentioned change to solicit feedback for a future amendment.

RESOLUTION NO. 2021/80

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution formally approving the integration of specific topics into the training matrix for sworn personnel employed by the Antioch Police Department.

In response to Mayor Thorpe, Chief Brooks explained that there were similarities; however, implicit bias and racial bias were separate topics.

10. POLICE REFORM – NOTIFICATION PROTOCOL FOR CRITICAL PUBLIC SAFETY INCIDENTS

Assistant City Manager Bayon Moore presented the staff report dated April 27, 2021 recommending the City Council adopt a resolution formally approving a Notification Protocol for Critical Public Safety Incidents.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Diana Collins Puente, Patricia Granados and Cassandra Quinto-Collins spoke in support of the City Council adopting a resolution.

RESOLUTION NO. 2021/81

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council adopted a resolution formally approving a Notification Protocol for Critical Public Safety Incidents.

Mayor Thorpe announced that external notification protocols would be handled through the committee prior to coming before Council.

11. UNHOUSED RESIDENT SERVICES – RESOLUTION ADOPTING POLICY GUIDELINES FOR THE CITY OF ANTIOCH’S APPROACH TO UNHOUSED RESIDENT SERVICES

Assistant City Manager Bayon Moore and Unhoused Resident Coordinator Ridley presented the staff report dated April 27, 2021 recommending the City Council adopt a resolution formally approving Policy Guidelines for the City’s Approach to Unhoused Resident Services.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Leslie May thanked Unhoused Resident Coordinator Ridley for the report and mentioned there was a 10-acre farm in Knightsen purchased by Bonita House to serve people affected with mental health disorders. She encouraged Antioch to take imminent domain over the property.

The following public comment was read into the record by City Clerk Householder.

Melissa Case, Antioch resident, urged the City Council and Unhoused Resident Coordinator Ridley to incorporate wording requiring accountability from the person receiving benefits.

Councilmember Barbanica explained that this was a first step for the City to identify, bring services, and start unhoused residents on a pathway to housing.

Councilmember Ogorchock thanked Unhoused Resident Coordinator Ridley for the report and requested a CORE Team specific to Antioch be added to the City’s budget.

RESOLUTION NO. 2021/82

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted a resolution formally approving Policy Guidelines for the City’s Approach to Unhoused Resident Services.

12. UNHOUSED RESIDENT SERVICES – ADDITIONAL TOPICS FOR CONSIDERATION

Mayor Thorpe presented the staff report dated April 27, 2021 recommending the City Council discuss and provide potential direction to staff on several topics related to unhoused resident services.

Councilmember Wilson reported that the transition team had met and discussed the following four items: Safe Parking Lot Program, Human Rights Commission, Mental Health Response Team and Ambassador Program. With regards to the Mental Health Response Team, she noted Council had advanced that program and the transition team agreed with that direction. Speaking to the Safe Parking Lot Program, she noted their recommendation was to develop a program to serve 4-8 vehicles. She reported she had researched Ambassador Programs run by non-profits or community-based organizations who work with the unhoused community to maintain encampments and transition them into stable employment and housing. She explained that there was a program in San Raphael that set up parking meter devices for change donations to provide resources and supplies for the unhoused. She added that San Jose partnered with a Mastercard to pay homeless people to clean up encampments and the City of Martinez had a similar program. She reported that the transition team supported the formation of a Human Rights Commission consisting of 7-9 members to address encampment issues.

In response to Councilmember Torres-Walker, Mayor Thorpe clarified that a Human Rights Commission was separate from a Human Rights and Social Equity Commission. He noted both could be brought back to Council as one item for discussion.

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

Nicole Gardner, Antioch resident, provided written comment in support of an Ambassador Program and a Mental Health Crisis Response Team.

Nati Flores and William Davis Watkins, Antioch residents, provided written comment in support of the formation of a Human Rights and Equity Commission.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Leslie May thanked Councilmember Ogorchock for her suggestion to fund a CORE team for Antioch. She invited the Council to attend the Contra Costa County Mental Health Commission meeting at 4:30 P.M. – 6:30 P.M. on May 5, 2021.

Andrew Becker spoke in support of the Downtown Streets Program.

Councilmember Ogorchock expressed concern regarding liability issues related to hiring individuals to clean up encampments. She stated she believed these were items the Transitional Housing Ad Hoc Committee could discuss.

Mayor Thorpe explained that when he took office, he had a transition team of citizens who wanted to be involved. He noted this item came to Council in this manner because he had asked Councilmember Wilson to participate in the transition team, and he wanted to keep these items separate to avoid a Brown Act violation. He stated if Council chooses, they could send the recommendations from the transition team back to the ad hoc committee to research.

Councilmember Barbanica expressed concern that a safe parking lot would attract people from all over the area. He reported the City of Pittsburg paid two officers ten hours of overtime to patrol the parking lot of Walmart because of issues occurring around the Motel 6.

Mayor Thorpe suggested Councilmember Torres-Walker send him any bullet points for the formation of a Human Rights and Equity Commission.

City Attorney Smith recommended the entire City Council discuss the formation of the Human Rights Commission.

Mayor Thorpe responded that he would look at bringing the Human Rights Commission back to Council and the remainder of the items would be sent to the Ad Hoc Committee for discussion.

PUBLIC COMMENTS – None

STAFF COMMUNICATIONS – None

COUNCIL COMMUNICATIONS

Councilmember Ogorchock requested staff agendize a discussion on adding a CORE team to the budget, an update on joining the HCP, a local preference item and an update on the agenda request list.

Councilmember Torres-Walker requested staff agendize a discussion on ending all positional tactics that could lead to asphyxia.

ADJOURNMENT

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 9:51 P.M.

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk

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

**Special/Regular Meeting
5:30 P.M.**

**May 11, 2021
Meeting Conducted Remotely**

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

Written public comments were received by 3:15 p.m. the day of the Council Meeting in the following ways: (1) Filled out an online speaker card, located at https://www.antiochca.gov/speaker_card, or (2) Emailed the City Clerk's Department at cityclerk@ci.antioch.ca.us. Oral public comments received during the meeting were received by registering in advance to access the meeting via Zoom Webinar: <https://www.antiochca.gov/speakers> or by dialing (925) 776-3057.

4:15 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** pursuant to Government Code section 54956.9: Cameron Rocha v. City of Antioch, United States District Court Northern District of California, San Francisco Division Case No. 3:19-cv-07312-MMC.
- 2. CONFERENCE WITH LABOR NEGOTIATORS** – This Closed Session with the City's Labor Negotiators is authorized by California Government Code section 54957.6; City designated representatives: Nickie Mastay and Jeff Bailey; Employee organization: Operating Engineers Local Union No. 3.
- 3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER.** This closed session is authorized pursuant to Government Code section 54957.

Mayor Thorpe called the Special meeting to order at 5:30 P.M., and City Clerk Householder called the roll.

Present: Council/Agency/Authority 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.

STUDY SESSION

1. FISCAL YEAR 2021-23 BUDGET DEVELOPMENT

City Manager Bernal introduced the Study Session Agenda Item #1.

Finance Director Merchant presented the staff report dated May 11, 2021 recommending the City Council provide feedback and direction regarding the Budget Development information provided for the Fiscal Year 2021-23 Budget.

PUBLIC COMMENT

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

Ilene West, Antioch resident, provided written comment suggesting the Marina pay for itself rather than be subsidized by the General Fund.

Mayor Thorpe explained that the City was paying for debt related to building of the boat launch.

Councilmember Torres-Walker stated she had previously requested the establishment of an Office of Community Resources and Public Safety and wanted to look at that item as part of the budget discussions.

Councilmember Wilson voiced her support for Councilmember Torres-Walker's request and suggested the City invest in a building to house the new department.

Councilmember Torres-Walker explained that this department could encompass Environmental Resources, Code Enforcement, Youth Development, Animal Services, Unhoused Resident Coordinator and Services, CDBG, the Mental Health Response Team and Violence Prevention and Intervention. She noted it may take a Director to oversee the department; however, the infrastructure already existed. She requested this item including the redevelopment of the Rivertown Resource Center be reflected in the next budget presentation.

Councilmember Ogorchok stated she did not understand the plan for this department and expressed concern that the request would delay the budget process. She commented that the budget was a working document and could be adjusted should Council decide to move forward after they received a full report on this proposal.

Mayor Thorpe commented that there may be opportunity for funding this proposal through the American Recovery Act funding.

City Manager Bernal explained costs associated for building a new department and noted the earliest this item could come back to Council would be June 8, 2021. He stated staff would do their best to provide as much information possible.

In response to Councilmember Ogorchock, Councilmember Torres-Walker explained that this process would reorganize and prepare the City to have a centralized location for community resources and a department focused on violence prevention and intervention. She noted the department could also gather resources from a State and Federal level while collaborating with other partners to bring more resources to the City.

Mayor Thorpe stated he supported directing staff to provide a baseline for the reorganization and costs associated with renovating the Rivertown Resource Center. He encouraged Councilmember Torres-Walker and Councilmember Wilson to work with the City Manager on what the office would encompass.

Councilmember Barbanica stated he supported bringing this item back for Council consideration.

City Manager Bernal responded that staff would do their best to come with a complete report; however, this was a big ask with everything else that was occurring and with a budget that needed to be adopted by June 30, 2021.

Mayor Thorpe stated it may be determined that this item could be phased in over time and he believed there would be value in streamlining the process. He thanked Councilmember Torres-Walker and Councilmember Wilson for bringing this item forward. He announced that Council would also be considering all the staffing requests on June 8, 2021.

Finance Director Merchant responded that staff would bring back information on the new department and position requests for Council consideration.

Council discussed the following staffing requests and provided the following direction to staff.

Water Enterprise Fund – Water Treatment Plant Instrument Technician I/II

Council consensus supported adding this position to the budget for Council consideration.

CDBG Fund & Housing Successor Fund – Administrative Analyst - Housing

Council consensus supported adding this position to the budget for Council consideration.

Environmental Resources Staffing – Solid Waste – Fund/Water/Sewer/NPDES/General Fund

Council consensus supported adding this position to the budget for Council consideration.

Councilmember Barbanica requested Council consider funding tasers from the asset forfeiture funds so they could be added to the body worn and in vehicle camera program.

Councilmember Torres-Walker stated she believed Council should consider a taser program if it could be funded with asset forfeiture funds.

Chief Brooks reported the APD had money set-aside in the current budget for the initial costs of the tasers; however, costs had increased. He cautioned Council that the asset forfeiture funds were not a guaranteed income source and when they received the money it may not be available to spend. He explained the current tasers were relatively outdated and did not have Bluetooth capacity so they would not automatically activate body cameras when unholstered.

Council consensus directed Chief Brooks to bring back a staff report including a new quote for tasers, for Council consideration.

CORE Team Funding

Following discussion, Council consensus supported adding the establishment of a CORE Team to the budget for Council consideration.

Fixed Asset Replacement Cost

Following discussion, Council consensus did not support adding the Fixed Asset Replacement Cost to the budget.

Finance Director Merchant stated staff would work to get the information requested by Council and thanked them for providing direction on the budget.

Mayor Thorpe thanked staff for working on the budget development and thanked Council for their patience.

ADJOURNMENT OF SPECIAL MEETING/STUDY SESSION

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 6:50 P.M.

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

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

PLEDGE OF ALLEGIANCE

Councilmember Barbanica 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 – EXISTING LITIGATION**, no reportable action, **#2 CONFERENCE WITH LABOR NEGOTIATORS**, no reportable action; and **PUBLIC EMPLOYEE PERFORMANCE EVALUATION: CITY MANAGER**, no reportable action.

2. INTRODUCTION OF NEW CITY EMPLOYEES

Finance Director Merchant introduced Elnora Turner, Business License Representative who stated she was excited to be working for the City of Antioch.

Director of Public Works/City Engineer Samuelson introduced Kim Fernandez Lopez, Lead Collection Systems Worker who thanked the City Council for the introduction and stated he looked forward to working in the capacity of Lead Collection Systems Worker.

Director of Public Works/City Engineer Samuelson introduced Matthew McCullah, Water Distribution Operator I who stated he was excited to be working for the City of Antioch in the capacity of Water Distribution Operator I.

Director of Public Works/City Engineer Samuelson introduced Eric Strongman, Facility Maintenance Worker I who thanked the City Council for the introduction and opportunity to work in Antioch.

Director of Public Works/City Engineer Samuelson announced the introduction of Derek Traya, Operation Supervisor would be moved to a future meeting.

Director of Public Works/City Engineer Samuelson introduced Ryan Morgan, Water Distribution Operator I. who thanked the City Council for the introduction.

Director Information Services Barton introduced Daniel Garcia, Computer Technician who stated he was grateful for the opportunity to work in Antioch.

Director of Parks and Recreation Helfenberger introduced Monica Bugaoan-Abakan, Recreation Programs Coordinator (Senior Center) who thanked the City Council for the introduction.

Mayor Thorpe welcomed the new employees and congratulated those who were promoted.

3. PROCLAMATIONS

- *National Water Safety Month, May 2021*
- *National Public Works Week, May 16 – 22, 2021*
- *Mental Health Awareness Month, May 2021*
- *Asian American Pacific Islander Heritage Month, May 2021*

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the Council unanimously approved the Proclamations.

Recreation Programs Coordinator Pires and Water Park staff thanked the City Council for the *National Water Safety Month* proclamation.

Lead Collection Systems Worker Fernandez-Lopez, Administrative Analyst II Hoffmeister and Director of Public Works/City Engineer Samuelson thanked the City Council for the *National Public Works Week* proclamation.

Gigi Crowder thanked the City Council for the *Mental Health Awareness Month* proclamation.

Mayor Thorpe announced that he would be presenting the *Asian American Pacific Islander Heritage Month* proclamation at a signing ceremony in May.

ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS – None

ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

City Clerk Householder announced the following Board and Commission openings:

- Parks and Recreation Commission: Two (2) vacancies; deadline date is June 4, 2021
- Board of Administrative Appeals: Six (6) vacancies: deadline date is May 14, 2021

She reported applications were available online at the City's website.

PUBLIC COMMENTS

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Sarah Morgan spoke in support of the summer programs for youth.

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

Nicole Gardner, Antioch resident, expressed concern for the lack of resources available for homeless residents in Antioch and urged the City Council to assist these individuals.

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

Max Fattahian, Antioch resident, provided written comment stating that he wished to discuss a policing issue.

Paige Turner, Justin Sane and Sarah Bellum, Antioch residents, provided written comment offering suggestions to advance the Rivertown Dining District.

Shannon H., Antioch resident, Mark Kiernan Pittsburg resident, provided written comment discussing an ATV incident that occurred in Antioch.

Edith Ann provided written comment expressing concern that developers were paying park in lieu fees instead of paying for an actual park.

Emma Royds provided written comment questioning how the City would prevent additional homeless people from coming into Antioch once Antioch's homeless transitioned into housing.

Michelle Kuslits, Antioch resident, provided written comment thanking the City for addressing sideshows and expressing concern regarding an ATV incident that occurred in Antioch.

Maria Renoos, Kami Yamamoto, Amy, Hayes, Dylan Rodriguez, Kae Hammond, Gabriel Young, Angelica Cortez, LEAD Filipino, Daisy Maxion, Filipino Advocates for Justice, Camille Santana, Marybeth Salem, Justice for Angelo Quinto, Justice for All Coalition, Nathaniel Roque, Northern California Pilipinx American Student Alliance (NCPASA), Patrick Racela, Kabataan Alliance, Camile Valerio, Robert Collins, Edmari Gutierrez, (NCPASA) and Diana Puente, provided written comment in support of banning to the use of the knee to neck restraints or any other hold that may cause asphyxiation.

Laura Young, Antioch resident, provided written comment urging the City Council to address illegal activity occurring in Antioch.

Jose Aceves provided written comment expressing concern regarding illegal activity occurring in Antioch and requesting the City relax their fencing guidelines so residents could protect their property.

Anonymous provided written comment expressing concern for illegal activity occurring in Antioch and questioning the actions of certain members of the City Council.

No name given provided written comment regarding a mental health crisis that occurred in Antioch.

COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Barbanica announced the CDBG committee meeting was postponed.

Councilmember Wilson reported on her attendance at the Tri Delta meeting with Mayor Thorpe and announced Delta Diablo would be meeting on May 12, 2021.

Mayor Thorpe reported on his attendance at Tri Delta and CCTA meetings as well as the Mayor's Conference.

MAYOR'S COMMENTS

Mayor Thorpe announced that there would be a Special City Council meeting on May 18, 2021 to discuss Asian American Pacific Islander (AAPI) items as well as other agenda items previously requested by Councilmember Ogorchock. He noted prior to the May 18, 2021, Council meeting there would be a Police Reform Committee meeting to elect a Chair and Vice Chair so that they could set the agenda moving forward.

5. CONSENT CALENDAR

- A. APPROVAL OF COUNCIL AMENDED SPECIAL MEETING MINUTES FOR FEBRUARY 26, 2021**
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 13, 2021**
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 27, 2021**
- D. APPROVAL OF COUNCIL WARRANTS**
- E. ORDINANCE NO. 2194-C-S SECOND READING – ORDINANCE TO AMEND SECTION 4.12(C) OF TITLE 3 OF THE ANTIOCH MUNICIPAL CODE RELATING TO COOPERATIVE PURCHASING**
- F. RESOLUTION NO. 2021/83 APPROVING THE AMENDMENT OF A REIMBURSEMENT AGREEMENT FOR ROADWAY AND UTILITY IMPROVEMENTS BETWEEN THE CITY OF ANTIOCH AND DAVIDON HOMES**
- G. RESOLUTION NO. 2021/84 APPROVING AMENDMENT NO. 4 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.**
- H. RESOLUTION NO. 2021/85 APPROVING THE EXECUTION OF A QUITCLAIM DEED FOR THE RELINQUISHMENT OF PARCEL A, PARCEL B, AND LOT A FOR OAKLEY KNOLLS SUBDIVISION 9353 (P.W. 647) (DISCOVERY BUILDERS)**

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

PUBLIC HEARING

6. PUBLIC HEARING TO CONFIRM ASSESSMENTS FOR STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS 1, 2A, 3, 4, 5, 9, AND 10 FOR FISCAL YEAR 2021/2022, P.W. 500

Director of Public Works/City Engineer Samuelson introduced Administrative Analyst II Hoffmeister who presented the staff report dated May 11, 2021 recommending the City Council adopt a resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2021/2022.

Mayor Thorpe opened the public hearing.

Hamilton Burger, Michael Scott, Kelly Greene and Elizabeth Borden, Antioch residents, provided written comment requesting every residential unit pay an equitable amount of assessments for their Street Light and Landscape Maintenance Districts.

Mayor Thorpe closed the public hearing.

A motion was made by Councilmember Ogorchock, seconded by Councilmember Wilson to adopt the resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2021/2022.

Councilmember Barbanica questioned why there was a difference in the assessments for the districts.

Administrative Analyst II Hoffmeister explained that in the past the City attempted to redistrict the entire City to achieve equitable assessment; however, that ballot measure overwhelmingly failed.

Mayor Thorpe added that the only way to change this was to go to the ballot; however, when they had polled residents in the past, it did not garner the percentage of support needed to place it on the ballot. He noted it was worthwhile to better explain and discuss this issue in the future.

RESOLUTION NO. 2021/86

The previous motion to adopt the resolution ordering improvements and levying annual assessments for Street Light and Landscape Maintenance Districts 1, 2A, 4, 5, 9, and 10 for Fiscal Year 2021/2022, passed unanimously.

COUNCIL REGULAR AGENDA

7. RESOLUTION RECEIVING THE EAST CONTRA COSTA COUNTY DYNAMIC PERSONAL MICRO TRANSIT FEASIBILITY STUDY AND PRELIMINARY SUPPORT OF THE PROJECT

City Manager Bernal presented the staff report dated May 11, 2021 recommending the City Council adopt the resolution: 1) Receiving the findings of the East Contra Costa County Glydways Dynamic Personal Micro Transit Feasibility Study and, affirming support of the regional vision adopted by the study's findings; 2) Authorizing the City Manager to enter into discussions with certain public and private agencies to support the project; and 3) Committing to work collaboratively with private and public agencies to assist in developing a highly integrated regional transportation system that provides convenient, seamless, and affordable transit.

Habib Shamskhrou, Advanced Mobility Group, gave a PowerPoint presentation of the East Contra Costa County Dynamic Personal Micro Transit.

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

Benji Shatnawi, Art Major, Lucy Ferr, Lilith Mastema, Billy Ruben, Kuldip Singh and O'Janae Simpson provided written comment in opposition to Council adopting the resolution.

In response to Council, Mr. Shamskhrou discussed access to the system, hours of operation, storage of vehicles, safety plan and preliminary routing.

City Manager Bernal explained that the initial alignment did not include railroad rights-of-way because of the desire to have accessibility; however, it was scalable, and this was the first concept.

In response to Councilmember Barbanica, Mr. Shamskhrou confirmed that there would be no cost to the cities.

Mayor Thorpe explained that affirming regional support meant that the Council accepted and endorsed the feasibility study and directed the City Manager to continue working collaboratively with other agencies. He noted any official partnership with the City would come to Council for consideration.

City Manager Bernal added that to secure private financing, the financiers were looking for a commitment at this level from the agencies.

RESOLUTION NO. 2021/87

On motion by Councilmember Barbanica, seconded by Councilmember Wilson the City Council adopted the Resolution: 1) Receiving the findings of the East Contra Costa County Glydways Dynamic Personal Micro Transit Feasibility Study and, affirming support of the regional vision

adopted by the study's findings; 2) Authorizing the City Manager to enter into discussions with certain public and private agencies to support the project; and 3) Committing to work collaboratively with private and public agencies to assist in developing a highly integrated regional transportation system that provides convenient, seamless, and affordable transit. The motion carried the following vote:

Ayes: Barbanica, Ogorchock, Wilson, Thorpe

Abstain: Torres-Walker

Mayor Thorpe declared a recess at 8:47 P.M. The meeting reconvened at 8:54 P.M. with all Councilmembers present.

8. YOUTH SERVICES NETWORK – UPDATE ON 2021 PROGRAM DEMONSTRATION ACTIVITIES

Director of Parks and Recreation Helfenberger introduced Youth Network Program Manager Johnson who gave a PowerPoint presentation and staff report dated May 11, 2021 recommending the City Council receive the update.

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

Victoria Williams and Zoe Lewis representing Antioch Council of Teens (ACT) and the COVID-19 Ambassador Program, voiced their support for Youth Services Network Manager Johnson's program initiatives.

The City Council thanked Youth Services Network Manager Johnson for the presentation. They spoke in support of the program and continued efforts to engage the youth in the process.

Youth Services Network Manager Johnson highlighted the partnership and support AUSD provided.

Mayor Thorpe thanked everyone committed to this effort.

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

Adrienne and name inaudible spoke in support of the youth initiatives and Youth Services Network Manager Johnson.

Mayor Thorpe discussed the importance of prioritizing programs that support academic achievement.

9. MORATORIUM ON OIL & GAS DRILLING

Councilmember Wilson stated she had brought this item forward recommending the City: 1) Draft a resolution calling for a moratorium on oil and gas drilling, 2) Call for the County to call for a moratorium on oil and gas drilling.

The following public comments were made by individuals utilizing Zoom Audio/Video Technology.

Charles Davidson, Hercules resident, discussed the health risks associated with oil and gas drilling.

Harry Thurston requested the City Council direct staff to draft a resolution to the Contra Costa County Board of Supervisors asking for the County to impose a moratorium for any new oil and gas drilling operations on unincorporated lands.

Pamela Arauz and Shoshana Wechsler, Coordinator of the Sunflower Alliance, spoke in support of a moratorium on oil and gas drilling in Contra Costa County.

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

Barbara Coffman, East Contra Costa County resident, Daphne Muse and Linda Smith provided written comment in support of adopting a moratorium on oil and gas drilling in Contra Costa County.

Shelton Lee Jr., Antioch resident, provided written comment questioning if the City had jurisdiction to limit the mineral rights of gas and oil well owners.

Councilmember Wilson stated this moratorium would work in conjunction with the Climate Action and Resiliency Plan previously approved by the City Council. She spoke in support of the City and County adopting resolutions supporting a moratorium on gas and oil drilling. She also spoke in support of a declaration of a climate emergency.

Environmental Resource Coordinator Haas-Wajdowicz spoke in support of a moratorium on gas and oil drilling and stated she looked forward to working on a declaration of climate emergency.

The City Council consensus supported City Attorney Smith researching and bringing back an item that would place a moratorium on oil and gas drilling. They also supported drafting a resolution encouraging the County to ban oil and gas drilling.

10. FOOD INSECURITY AND ACCESS TO HEALTHY & AFFORDABLE FOOD OPTIONS

Councilmember Torres-Walker stated she had requested this item to address to provide local opportunities for residents who suffered from food insecurities. She expressed interest in

promoting farmers markets and fostering partnerships that would provide healthy and affordable food options for residents without access.

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

Melissa Case, Antioch resident, provided written comment recognizing Councilmember Torres-Walker's concern for the people in her district as it related to chronic/transitory food insecurity. She offered potential solutions for the City Council to consider.

Councilmember Wilson thanked Councilmember Torres-Walker for bringing this item to Council for discussion and suggested healthy neighborhood overlay districts be considered.

Councilmember Barbanica spoke in support of expanding farmers markets in Antioch.

Councilmember Ogorchock announced that there was a Farmers Market at the Family Justice Center every Tuesday.

Following discussion, Council consensus supported bringing back the formation of a Food Insecurity and Access to Healthy & Affordable Food Options Ad Hoc Committee.

PUBLIC COMMENTS

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

Andrei Quinto, Bella Quinto Collins, Cassandra Quinto Collins and Kelly Callejo provided written comment in support of banning to the use of the knee to neck restraints or any other hold that may cause asphyxiation and requested the City Council set a date for the Police Reform Standing Committee to address this issue.

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

Jessica Tully spoke in support of banning the use of the knee to neck restraints or any other hold that may cause asphyxiation and requested the City Council set a date for the Police Reform Standing Committee to address this issue.

STAFF COMMUNICATIONS

City Manager Bernal announced the next City Council meeting would be a Special City Council meeting on May 18, 2021.

COUNCIL COMMUNICATIONS

Councilmember Wilson requested staff agendaize the following items:

- Minority and Women-owned Business Enterprise Programs
- Local Brand Initiatives
- 5G and Small Cell Tech Policy and Zoning
- Youth Bus Passes
- Youth on Boards and Commissions

Mayor Thorpe responded that the Youth Bus Passes and Youth on Boards and Commission were on an upcoming agenda.

Councilmember Torres-Walker requested staff agendaize the formation of a Violence Intervention and Prevention Task Force. She responded to public comments.

Mayor Thorpe responded that the Violence Intervention and Prevention Task Force was on an upcoming agenda.

ADJOURNMENT

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

Respectfully submitted:

Kitty Eiden
KITTY EIDEN, Minutes Clerk



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 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 Special Meeting Minutes of May 18, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Special Meeting Minutes of May 18, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 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 May 25, 2021

RECOMMENDED ACTION

It is recommended that the City Council continue the Meeting Minutes of May 25, 2021.

FISCAL IMPACT

None

DISCUSSION

N/A

ATTACHMENT

None.



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 14 - MAY 27, 2021
FUND/CHECK#

100 General Fund
Non Departmental

00394181	EMPLOYEE	CHECK REPLACEMENT	567.87
00394230	CASCO	DEPOSIT REFUND	2,000.00
00394231	CECILIO, VIREN ACE SUANSING	CHECK REPLACEMENT	108.06
00394237	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	50.00
00394238	CONTRA COSTA COUNTY	PAYROLL DEDUCTIONS	400.00
00394280	LINA	PAYROLL DEDUCTIONS	3,964.63
00394287	MUNICIPAL POOLING AUTHORITY	PAYROLL DEDUCTIONS	2,024.86
00394299	PARS	PAYROLL DEDUCTIONS	3,981.75
00394300	PEDRO MCCracken DESIGN GROUP	DEPOSIT REFUND	2,000.00
00394316	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	381.11
00394317	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	100.00
00394318	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00394319	STATE OF CALIFORNIA	PAYROLL DEDUCTIONS	200.00
00394321	STRAWThER, J W AND A I	DEPOSIT REFUND	1,500.00
00394399	CONTRA COSTA WATER DISTRICT	TREATED WATER CAPACITY FEE	67,282.80
00394400	CONTRA COSTA WATER DISTRICT	FACILITY RESERVE CHARGES	332,580.00
00394413	ECC REG FEE AND FIN AUTH	ECCRFFA-RTDIM	1,188,402.00
00394422	HOME DEPOT, THE	CBSC FEE REFUND	1.61
00394454	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	52,814.55
00939708	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL DEDUCTIONS	40,097.30
00939711	VANTAGEPOINT TRANSFER AGENTS	PAYROLL DEDUCTIONS	7,706.21
00939712	NATIONWIDE RETIREMENT SOLUTION	PAYROLL DEDUCTIONS	28,207.73
00939721	LSA ASSOCIATES INC	CONSULTING SERVICES	7,678.00

City Attorney

00394251	EIDEN, KITTY J	MINUTES CLERK	150.00
00394279	LEXISNEXIS	SUPPORT SERVICES	222.00
00394285	MEYERS NAVE A PROFESSIONAL	LEGAL SERVICES RENDERED	14,959.80
00939714	CANON FINANCIAL SERVICES	COPIER LEASE	132.41

City Manager

00394278	LAUNDERLAND	LAUNDRY VOUCHERS	96.00
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	11.50
00394330	VOLER STRATEGIC ADVISORS INC	CONSULTING SERVICES	16,000.00
00394360	ALHAMBRA	WATER SERVICES	2.00
00394368	ANTIOCH EXECUTIVE INN	MOTEL VOUCHER PROGRAM	1,935.00
00939714	CANON FINANCIAL SERVICES	COPIER LEASE	132.42

Human Resources

00394186	AIELLO, STEVEN J	SERVICE AWARDS CHECK	125.00
00394190	ALVAREZ, ALAN G	SERVICE AWARDS CHECK	320.00
00394214	BARTON, TIMOTHY ALAN	SERVICE AWARDS CHECK	125.00
00394219	BROOKS III, TAMMANY N	SERVICE AWARDS CHECK	190.00
00394221	BUENTING, SCOTT W	SERVICE AWARDS CHECK	125.00
00394236	CONNELLY, SHAUN P	SERVICE AWARDS CHECK	125.00
00394253	EMBERLIN, DAVID C	SERVICE AWARDS CHECK	125.00



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FOR THE PERIOD OF
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00394259	HAAS-WAJDOWICZ, JULIE A	SERVICE AWARDS CHECK	125.00
00394261	HAGGARD, WILLIAM T	SERVICE AWARDS CHECK	320.00
00394262	HARGER, MATTHEW J	SERVICE AWARDS CHECK	125.00
00394264	HICKS, MANUEL J	SERVICE AWARDS CHECK	190.00
00394277	KOCH, MATTHEW T	SERVICE AWARDS CHECK	125.00
00394282	MCELROY, STEVEN M	SERVICE AWARDS CHECK	190.00
00394283	MENDES, TARRA L	SERVICE AWARDS CHECK	190.00
00394284	MERCHANT, DAWN M	SERVICE AWARDS CHECK	125.00
00394294	NORTHAM, TODD L	SERVICE AWARDS CHECK	125.00
00394296	OLSEN, LOUIS	SERVICE AWARDS CHECK	320.00
00394302	REESE, JOSEPH M	SERVICE AWARDS CHECK	125.00
00394304	RODRIGUEZ, SALVADOR A	SERVICE AWARDS CHECK	125.00
00394306	SCUDERO, KEVIN S	SERVICE AWARDS CHECK	75.00
00394312	SOLARI JR, ROBERT L	SERVICE AWARDS CHECK	190.00
00394326	URENO, JOSE A	SERVICE AWARDS CHECK	125.00
00394328	VANDERPOOL, JASON C	SERVICE AWARDS CHECK	75.00
00394329	VASQUEZ, SUSAN	SERVICE AWARDS CHECK	190.00
00394333	ZEPEDA, JUAN C	SERVICE AWARDS CHECK	125.00
00394335	BLEDSON, LOREN M	SERVICE AWARDS CHECK	75.00
00394336	BROOKS, BRANDY L	SERVICE AWARDS CHECK	75.00
00394337	CASTRO, JOSEPHINE A	SERVICE AWARDS CHECK	75.00
00394338	GIRARD, JEANNINE G	SERVICE AWARDS CHECK	75.00
00394339	GUTOWSKI, MARK R	SERVICE AWARDS CHECK	75.00
00394340	JEONG, JISEOK	SERVICE AWARDS CHECK	75.00
00394341	LOWE II, MICHAEL E	SERVICE AWARDS CHECK	75.00
00394342	LOWTHER, GARY M	SERVICE AWARDS CHECK	75.00
00394343	MALSOM, STACEY K	SERVICE AWARDS CHECK	75.00
00394344	MARTIN, RICHARD B	SERVICE AWARDS CHECK	75.00
00394345	MEADS, KORINA M	SERVICE AWARDS CHECK	75.00
00394346	MEADS, ROBERT P	SERVICE AWARDS CHECK	75.00
00394347	MEDEIROS, LORILEE A	SERVICE AWARDS CHECK	75.00
00394348	OLSON, JAMIE M	SERVICE AWARDS CHECK	75.00
00394349	PEREIRA, SANDY W	SERVICE AWARDS CHECK	75.00
00394350	PORTER, CLEVELAND J	SERVICE AWARDS CHECK	75.00
00394351	REINARD, EMILY JEAN	SERVICE AWARDS CHECK	75.00
00394352	SCHATZ, MICHAEL J	SERVICE AWARDS CHECK	75.00
00394353	SOARES, ANITA MARIE	SERVICE AWARDS CHECK	75.00
00394373	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	569.44
00394401	CPS HUMAN RESOURCE SERVICES	TRAINING	199.00
00394428	JACKSON LEWIS PC	PROFESSIONAL SERVICES	555.00
00394436	MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	1,224.48
00394471	WORXTIME LLC	PROFESSIONAL SERVICES	2,000.00
 Economic Development			
00394216	BIKES FOR LIFE	BUSINESS LICENSE REBATE	100.00
00394217	BIZI MART	BUSINESS LICENSE REBATE	100.00
00394241	COUNTRY WAFFLES	BUSINESS LICENSE REBATE	100.00
00394269	IMAGINATION ACADEMY	BUSINESS LICENSE REBATE	100.00
00394272	JENNY CRAIG WEIGHT LOSS CENTER	BUSINESS LICENSE REBATE	100.00



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00394273	JOYCE WU ACUPUNCTURE CLINIC	BUSINESS LICENSE REBATE	100.00
00394291	NATELSON DALE GROUP INC, THE	STRATEGIC PLAN SERVICES	4,310.00
00394311	SILVA, FERNANDO AND LUCIA	BUSINESS LICENSE REBATE	100.00
00394314	STAINED GLASS INSTRUCTION DESIGN	BUSINESS LICENSE REBATE	100.00
00394372	BABAK KHAYATAN DDS INC	BUSINESS LICENSE REBATE	100.00
00394393	CONSTRUCTION DRILLING EQUIPMENT	BUSINESS LICENSE REBATE	100.00
00394395	CCC COMMUNITY OUTREACH CLINIC	BUSINESS LICENSE REBATE	100.00
00394414	FADES BARBER SHOP	BUSINESS LICENSE REBATE	100.00
00394427	IVANCICH AND COSTIS LLP	BUSINESS LICENSE REBATE	100.00
00394441	P AND P DEVELOPMENTAL SERVICES	BUSINESS LICENSE REBATE	100.00
00394446	PHILLIPS EDISON GROCERY CENTER	BUSINESS LICENSE REBATE	100.00
00394452	S GHANNAM DDS INC	BUSINESS LICENSE REBATE	100.00
00939714	CANON FINANCIAL SERVICES	COPIER LEASE	132.41
Finance Administration			
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	31.30
Finance Accounting			
00394430	KOA HILLS CONSULTING LLC	PROFESSIONAL SERVICES	43.75
00939698	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATIONS	4,158.00
00939710	SUPERION LLC	ASP SERVICES	17,930.19
Non Departmental			
00394442	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	1,274.75
00939796	RETIREE	MEDICAL AFTER RETIREMENT	1,842.77
Public Works Administration			
00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	359.80
Public Works Street Maintenance			
00394196	ANTIOCH BUILDING MATERIALS	ASPHALT MATERIALS	23,295.19
00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	376.08
00394223	C AND J FAVALORA TRUCKING INC	EQUIPMENT RENTAL	3,210.00
00394232	CHARGEPOINT INC	SUPPORT SERVICES	1,161.25
00394240	CONTRACT SWEEPING SERVICES	STREET SWEEPING SERVICES	291.20
00394248	DELTA GRINDING CO INC	ASPHALT	3,550.00
00394255	FASTENAL CO	SUPPLIES	963.17
00394271	INTERSTATE SALES	SUPPLIES	1,255.54
00394307	SHERWIN WILLIAMS CO	SUPPLIES	45.76
00394362	ALL STAR RENTS	SUPPLIES	108.65
00394365	ANTIOCH ACE HARDWARE	SUPPLIES	18.74
00394367	ANTIOCH AUTO PARTS	SUPPLIES	98.77
00394406	DELTA GRINDING CO INC	ASPHALT GRINDING	3,550.00
00394408	DISPENSING TECHNOLOGY CORP	EQUIPMENT	3,626.70
00394415	FASTENAL CO	SUPPLIES	91.53
00394445	PACIFIC NORTHWEST OIL	OIL FOR PAVING	869.41
00394448	PRINT CLUB	PRINT SERVICES	247.64
00394459	SUBURBAN PROPANE	PROPANE	1,009.81



CLAIMS BY FUND REPORT
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00394463	TARGET SPECIALTY PRODUCTS	PESTICIDES	4,080.23
00939703	GRAINGER INC	SUPPLIES	49.86

Public Works-Signal/Street Lights

00394370	AT AND T MOBILITY	CONNECTION SERVICES	46.23
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	8,053.86
00394455	STATE OF CALIFORNIA	TRAFFIC SIGNAL MAINTENANCE	3,694.45
00939704	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	1,113.92
00939718	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	2,937.58

Public Works-Facilities Maintenance

00394194	ANTIOCH ACE HARDWARE	SUPPLIES	5.90
00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	619.89
00394266	HOME DEPOT, THE	SUPPLIES	54.64
00394367	ANTIOCH AUTO PARTS	SUPPLIES	593.03
00394388	CHUCKS BRAKE AND WHEEL SERVICE	SUPPLIES	399.74
00394409	DREAM RIDE ELEVATOR	ELEVATOR MAINTENANCE	664.73
00394439	OFFICE DEPOT INC	OFFICE SUPPLIES	61.44
00394440	OREILLY AUTO PARTS	SUPPLIES	401.79
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	9,812.76
00939716	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	455.10

Public Works-Parks Maint

00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,083.09
00939709	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	1,666.26

Public Works-Median/General Land

00394189	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	22,955.52
00394310	SILVA LANDSCAPE	LANDSCAPE SERVICES	14,827.84
00394320	STEWARTS TREE SERVICE INC	LANDSCAPE SERVICES	3,000.00
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,791.64
00394457	STEWARTS TREE SERVICE INC	TREE REMOVAL	1,800.00
00939709	SITEONE LANDSCAPE SUPPLY HOLDING	IRRIGATION CONTROLLER PARTS	7,807.64

Police Administration

00394182	ADAMSON POLICE PRODUCTS	UNIFORMS	120.71
00394201	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	3,168.75
00394204	AT AND T MOBILITY	DEPT CELL PHONES	6,895.85
00394205	AT AND T MOBILITY	DEPT CELL PHONES	17,755.77
00394207	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,626.26
00394208	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	715.00
00394208	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	932.50
00394210	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	197.75
00394213	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	718.00
00394213	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	5,883.92
00394227	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP RENEWAL - BROOKS	1,852.00
00394228	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP RENEWAL - MOREFIELD	145.00
00394235	COMCAST	CONNECTION SERVICES	106.16



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 14 - MAY 27, 2021
FUND/CHECK#

00394242	CRYSTAL CLEAR LOGOS INC	APPAREL	237.90
00394243	CRYSTAL CLEAR LOGOS INC	UNIFORMS	308.96
00394244	CRYSTAL CLEAR LOGOS INC	UNIFORMS	920.93
00394252	EIDEN, KITTY J	MINUTES CLERK	300.00
00394274	KEO-VANN, TRAK	EXPENSE REIMBURSEMENT	58.00
00394288	MUSCLE MECHANICS	SWAT TRAINING	800.00
00394292	NET TRANSCRIPTS	TRANSCRIPTION SERVICE	472.03
00394354	ADAMSON POLICE PRODUCTS	SUPPLIES	141.03
00394357	AIRDATA UAV INC	ANNUAL SUBSCRIPTION RENEWAL	5,760.00
00394375	BARNETT MEDICAL SERVICES INC	BIO HAZARD DISPOSAL	165.00
00394378	BORG, THOMAS	TRAINING PER DIEM	213.00
00394382	CAHN	TRAINING - Z MATIS	300.00
00394396	CONTRA COSTA COUNTY	SWAT TRAINING	370.00
00394398	CONTRA COSTA FIRE EQUIPMENT	INSPECTION SERVICES	270.71
00394402	CRYSTAL CLEAR LOGOS INC	UNIFORMS	1,101.26
00394403	CSI FORENSIC SUPPLY	SUPPLIES	473.41
00394410	DUFFY, ADAM JAMES	TRAINING PER DIEM	380.00
00394417	FLYMOTION	EQUIPMENT	5,928.00
00394419	GONZALEZ, ADRIAN E	TRAINING PER DIEM	660.00
00394424	IBS OF TRI VALLEY	EQUIPMENT	543.74
00394439	OFFICE DEPOT INC	OFFICE SUPPLIES	1,014.72
00394453	SACRAMENTO REGIONAL PUBLIC SAFETY	TRAINING - A GONZALEZ	147.00
00394456	STATE OF CALIFORNIA	BACKGROUND SERVICES	384.00
00394460	SUMMERS, MATHEW V	TRAINING PER DIEM	380.00
00394465	TRANSUNION RISK ALTERNATIVE DATA	LEO DATABASE	421.50
00939705	IMAGE SALES INC	ID CARDS	128.37
00939707	MOBILE MINI LLC	EVIDENCE STORAGE	129.98
00939714	CANON FINANCIAL SERVICES	PRINTER LEASE	1,915.55
00939715	COMPUTERLAND	SAFETY EQUIPMENT	312.89
00939719	IMAGE SALES INC	ID CARDS	71.25
00939722	MOBILE MINI LLC	STORAGE	161.54

Police Community Policing

00394198	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	40.50
00394199	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	1,654.79
00394200	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	131.13
00394201	ARROWHEAD 24 HOUR TOWING INC	TOW SERVICES	315.00
00394207	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	470.00
00394268	HUNT AND SONS INC	FUEL	194.48
00394313	SP PLUS CORPORATION	PARKING ENFORCEMENT	21,000.00
00394376	BHALLA SERVICES INC	CAR WASHES	1,067.00
00394458	STOMMEL INC	LABOR	1,900.00
00939700	DELL COMPUTER CORP	COMPUTER EQUIPMENT	1,761.84

Police Investigations

00394203	AT AND T MCI	DISCOVERY SERVICES	1,800.00
00394207	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	920.15
00394210	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,647.45



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00394213	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	131.87
00394226	CALIFORNIA EXTRADITION SERVICES	EXTRADITION SERVICES	1,987.25
00394239	CONTRA COSTA COUNTY	LAB FEES	2,467.92
00394256	FORTNER, JOHN C	EXPENSE REIMBURSEMENT	104.24
00394290	NAPA SOLANO SART	SART EXAM	2,400.00
00394322	T MOBILE USA INC	DISCOVERY SERVICES	24,217.00
00394361	ALHAMBRA	WATER SERVICES	223.21
00394390	CLASSY GLASS TINTING	VEHICLE TENT	240.00
00394439	OFFICE DEPOT INC	OFFICE SUPPLIES	437.33
00394462	T MOBILE USA INC	DISCOVERY SERVICES	11,370.00
Police Special Operations Unit			
00394411	EAN SERVICES LLC	VEHICLE LEASES	4,992.31
Police Communications			
00394183	AEROTEK INC	DATA 911 MONTHLY MAINTENANCE	202.50
00394184	AEROTEK INC	DATA 911 MONTHLY SUPPORT	135.00
00394185	AEROTEK INC	DATA 911 MONTHLY MAINTENANCE	135.00
00394222	BY YOUR SITE CONSULTING	DATA 911 MONTHLY SUPPORT	330.00
00394356	AEROTEK INC	DATA 911 MAINTENANCE	270.00
00394391	COMCAST	CONNECTION SERVICES	3,216.33
00394467	VERIZON WIRELESS	PATROL VEHICLE MODEMS	278.86
Police Facilities Maintenance			
00394194	ANTIOCH ACE HARDWARE	SUPPLIES	13.40
00394308	SHERWIN WILLIAMS CO	SUPPLIES	304.48
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	14,256.49
00394461	SYSTEMS AND SPACE INC	REPAIR SERVICES	1,270.00
Community Development Land Planning Services			
00394209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	189.90
00394252	EIDEN, KITTY J	MINUTES CLERK	300.00
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	216.44
00394447	PLACEWORKS INC	CONSULTATION SERVICES	17,428.36
00939698	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATIONS	455.40
CD Code Enforcement			
00394224	CACEO	WEBINAR	25.00
00394327	VACANT PROPERTY SECURITY LLC	EQUIPMENT RENTAL	408.27
PW Engineer Land Development			
00394233	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	26,195.00
00394426	INTERWEST CONSULTING GROUP INC	DEVELOPMENT AND TRAFFIC	61,732.50
Community Development Building Inspection			
00394209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,572.01
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	61.68
00394422	HOME DEPOT, THE	ENERGY INSP FEE REFUND	154.07



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209 RMRA Fund

Streets

00394218	BKF ENGINEERS INC	PROFESSIONAL SERVICES	21,090.35
00394394	CONSTRUCTION TESTING SERVICES	MATERIAL TESTING	1,751.49

212 CDBG Fund

CDBG

00939698	BAY AREA NEWS GROUP - EAST BAY	LEGAL PUBLICATIONS	454.50
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213 Gas Tax Fund

Streets

00394315	STATE CONTROLLERS OFFICE	ANNUAL STREET REPORT	2,703.88
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	35,471.85
00394464	TJKM TRANSPORTATION CONSULTANTS	CONSULTING SERVICES	1,904.46

214 Animal Services Fund

Animal Services

00394187	AIRGAS USA LLC	OXYGEN TANKS	63.51
00394212	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	925.99
00394213	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	552.21
00394250	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	668.79
00394265	HILLS PET NUTRITION	SUPPLIES	212.12
00394289	MWI VETERINARY SUPPLY CO	SUPPLIES	1,072.29
00394334	ZOETIS LLC	VETERINARY SUPPLIES	434.39
00394412	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	1,079.35
00394421	HILLS PET NUTRITION	VETERINARY SERVICES	212.12
00394423	HOMELESS ANIMALS RESPONSE PROG	S/N VOUCHER	1,000.00
00394437	MWI VETERINARY SUPPLY CO	VETERINARY SUPPLIES	1,609.78
00394439	OFFICE DEPOT INC	OFFICE SUPPLIES	0.46
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	750.34
00394449	RANGEL, ANDREA LORRAINE	EXPENSE REIMBURSEMENT	44.77

219 Recreation Fund

Nick Rodriguez Community Cent

00394206	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	132.91
00394266	HOME DEPOT, THE	SUPPLIES	98.29
00394407	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	2,115.91
00939716	CONSOLIDATED ELECTRICAL DIST	SUPPLIES	87.37

Senior Programs

00394206	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	36.76
00394249	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	40.00
00394407	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	1,410.61

Recreation Sports Programs

00394206	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	324.13
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00394407	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	180.00
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,248.72

Recreation-Comm Center

00394202	AT AND T MCI	PHONE	66.69
00394206	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	670.92
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	26.68
00394384	CASEY PRINTING INC	PRINTING SERVICES	3,157.92
00394391	COMCAST	CONNECTION SERVICES	50.01
00394407	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	6,524.86
00394472	NOVENTRI	ANNUAL MAINTENANCE CONTRACT	200.00

Recreation Water Park

00394206	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,955.26
00394249	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00394276	KNORR SYSTEMS INC	CHEMICALS	1,993.14
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	12.34
00394385	CD AND POWER	ANNUAL GENERATOR SERVICE	895.00
00394392	COMCAST	CONNECTION SERVICES	48.43
00394407	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	580.00
00394438	NATIONAL AQUATICS INC	LABOR	2,146.92
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	10,414.03

221 Asset Forfeiture Fund

Non Departmental

00394380	BUSBY, JADE	ASSET FORFEITURE	4,117.00
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222 Measure C/J Fund

Non Departmental

Streets

00394193	ANTIOCH ACE HARDWARE	HILLCREST ENHANCEMENT	34.57
00394331	WATERSAVERS IRRIGATION	HILLCREST ENHANCEMENT	184.18
00939709	SITEONE LANDSCAPE SUPPLY HOLDING	HILLCREST ENHANCEMENT	16,307.47
00939720	JJR CONSTRUCTION INC	CURB INSTALLATION PROJECT	126,407.29

226 Solid Waste Reduction Fund

Solid Waste Used Oil

00394246	DELTA DIABLO	HHW PROGRAM	1,552.56
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Solid Waste

00394209	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,258.78
00394246	DELTA DIABLO	HHW PROGRAM	9,806.00

229 Pollution Elimination Fund

Channel Maintenance Operation

00394189	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	9,600.00
00394194	ANTIOCH ACE HARDWARE	SUPPLIES	16.78



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00394286	MJH EXCAVATING INC	LANDSCAPE SERVICES	2,732.50
00394293	NOMAD ECOLOGY LLC	CONSULTING SERVICES	55.00
00394359	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,800.00
00394363	ALTA FENCE	FENCE REPAIR	2,440.00
00394366	ANTIOCH ACE HARDWARE	EQUIPMENT	1,090.87
00394371	ATLANTIS DIVING AND SALVAGE CO	GATE INSPECTION	2,500.00
00394433	MJH EXCAVATING INC	LANDSCAPE SERVICES	3,750.00
Storm Drain Administration			
00394275	KFTB EARTH ISLAND INSTITUTE	KIDS FOR BAY SCHOOL PROGRAM	4,000.00
238 PEG Franchise Fee Fund			
Non Departmental			
00394374	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	295.45
251 Lone Tree SLLMD Fund			
Lonetree Maintenance Zone 1			
00394323	TERRACARE ASSOCIATES	TURF MOWING	346.20
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	784.59
Lonetree Maintenance Zone 2			
00394310	SILVA LANDSCAPE	LANDSCAPE MAINTENANCE	1,912.96
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	707.94
Lonetree Maintenance Zone 4			
00394310	SILVA LANDSCAPE	LANDSCAPE SERVICES	3,588.00
00394323	TERRACARE ASSOCIATES	TURF MOWING	553.92
252 Downtown SLLMD Fund			
Downtown Maintenance			
00394323	TERRACARE ASSOCIATES	TURF MOWING	346.20
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	233.93
253 Almondridge SLLMD Fund			
Almondridge Maintenance			
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	214.53
254 Hillcrest SLLMD Fund			
Hillcrest Maintenance Zone 1			
00394323	TERRACARE ASSOCIATES	TURF MOWING	900.12
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	673.57
Hillcrest Maintenance Zone 2			
00394310	SILVA LANDSCAPE	LANDSCAPE SERVICES	4,782.40
00394323	TERRACARE ASSOCIATES	TURF MOWING	1,232.48
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	748.60



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Hillcrest Maintenance Zone 4

00394189	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	2,869.44
00394323	TERRACARE ASSOCIATES	TURF MOWING	692.40
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	666.65

255 Park 1A Maintenance District Fund

Park 1A Maintenance District

00394281	MARTELL WATER SYSTEMS INC	BOOSTER BUMP INSTALLATION	13,225.00
00394323	TERRACARE ASSOCIATES	TURF MOWING	900.12
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	144.93

256 Citywide 2A Maintenance District Fund

Citywide 2A Maintenance Zone 3

00394323	TERRACARE ASSOCIATES	TURF MOWING	13.84
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	78.88

Citywide 2A Maintenance Zone 4

00394301	RECOLOGY BLOSSOM VALLEY ORGANICS	SUPPLIES	4,408.74
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	352.58

Citywide 2A Maintenance Zone 5

00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	526.65
00939709	SITEONE LANDSCAPE SUPPLY HOLDING	LANDSCAPE ENHANCEMENTS	5,055.80

Citywide 2A Maintenance Zone 6

00394323	TERRACARE ASSOCIATES	TURF MOWING	830.88
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	243.36

Citywide 2A Maintenance Zone 8

00394323	TERRACARE ASSOCIATES	TURF MOWING	69.24
00394470	WATERSAVERS IRRIGATION	LANDSCAPE ENHANCEMENTS	1,474.33
00939709	SITEONE LANDSCAPE SUPPLY HOLDING	LANDSCAPE ENHANCEMENTS	2,828.14

Citywide 2A Maintenance Zone 9

00394323	TERRACARE ASSOCIATES	TURF MOWING	207.72
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	488.94

Citywide 2A Maintenance Zone10

00394188	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,608.00
00394358	AL FRESCO LANDSCAPING INC	LANDSCAPE ENHANCEMENTS	23,040.00
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	126.64

257 SLLMD Administration Fund

SLLMD Administration

00394202	AT AND T MCI	PHONE	217.60
00394249	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00394323	TERRACARE ASSOCIATES	TURF MOWING	830.88
00394365	ANTIOCH ACE HARDWARE	EQUIPMENT PARTS	38.88



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00394470	WATERSAVERS IRRIGATION	SUPPLIES	775.07
00939700	DELL COMPUTER CORP	COMPUTER EQUIPMENT	881.66
259	East Lone Tree SLLMD Fund		
	Zone 1-District 10		
00394188	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,072.00
00394301	RECOLOGY BLOSSOM VALLEY ORGANICS	SUPPLIES	2,231.56
00394324	EVERDE GROWERS	PLANTS	8,176.71
311	Capital Improvement Fund		
	Non Departmental		
	Streets		
00394429	JOES LANDSCAPE AND CONCRETE INC	CURB REPAIR PROJECT	66,143.59
376	Lone Diamond Fund		
	Assessment District		
00394387	CENTRAL SELF STORAGE ANTIOCH	STORAGE	336.00
570	Equipment Maintenance Fund		
	Non Departmental		
00394267	HUNT AND SONS INC	FUEL	17,333.61
	Equipment Maintenance		
00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	257.52
00394367	ANTIOCH AUTO PARTS	SUPPLIES	531.93
00394377	BILL BRANDT FORD	AUTO PARTS	73.28
00394432	MICHAEL STEAD WALNUT CREEK	MOTOR	109.80
00394440	OREILLY AUTO PARTS	SUPPLIES	585.25
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	547.10
00394458	STOMMEL INC	SUPPLIES	81.39
00394468	WALNUT CREEK FORD	AUTO PARTS	62.80
00939723	PETERSON TRACTOR CO	AUTO PARTS	608.43
573	Information Services Fund		
	Network Support & PCs		
00394191	AMS DOT NET INC	CITY HALL AZURE PROJECT	1,169.06
00394229	CARAHSOFT TECHNOLOGY CORP	LICENSE RENEWAL	15,054.38
00394298	PAGEFREEZER SOFTWARE INC	COMPLIANCE SERVICES	4,740.00
00394374	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	900.00
00939700	DELL COMPUTER CORP	COMPUTER EQUIPMENT	3,774.74
	Telephone System		
00394202	AT AND T MCI	PHONE	1,039.95
	GIS Support Services		
00394254	ESRI INC	GIS SERVICES	15,000.00
00394257	GIS PLANNING INC	ZOOM PROSPECTOR ENTERPRISE	4,999.00
00939701	DIGITAL SERVICES	SERVER LEASE	657.09



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Office Equipment Replacement

00394374 BANK OF AMERICA

VARIOUS BUSINESS EXPENSES

82.79

577 Post Retirement Medical-Police Fund

Non Departmental

00394474	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00394475	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00394477	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00394482	RETIREE	MEDICAL AFTER RETIREMENT	1,158.82
00394488	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00394489	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00394490	RETIREE	MEDICAL AFTER RETIREMENT	203.41
00394491	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00394494	RETIREE	MEDICAL AFTER RETIREMENT	1,402.92
00394495	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00394498	RETIREE	MEDICAL AFTER RETIREMENT	64.00
00939725	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939726	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939730	RETIREE	MEDICAL AFTER RETIREMENT	995.12
00939731	RETIREE	MEDICAL AFTER RETIREMENT	304.50
00939733	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939734	RETIREE	MEDICAL AFTER RETIREMENT	1,548.23
00939738	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939739	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939747	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939752	RETIREE	MEDICAL AFTER RETIREMENT	994.14
00939754	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00939757	RETIREE	MEDICAL AFTER RETIREMENT	556.94
00939760	RETIREE	MEDICAL AFTER RETIREMENT	623.74
00939772	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939773	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00939779	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939780	RETIREE	MEDICAL AFTER RETIREMENT	879.00
00939781	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939795	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939798	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939799	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939800	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00939801	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939811	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939812	RETIREE	MEDICAL AFTER RETIREMENT	1,464.55
00939813	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939816	RETIREE	MEDICAL AFTER RETIREMENT	212.28
00939829	RETIREE	MEDICAL AFTER RETIREMENT	1,627.28
00939831	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00939832	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939840	RETIREE	MEDICAL AFTER RETIREMENT	1,377.34
00939841	RETIREE	MEDICAL AFTER RETIREMENT	556.94



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00939843	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939845	RETIREE	MEDICAL AFTER RETIREMENT	1,077.46
00939848	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00939857	RETIREE	MEDICAL AFTER RETIREMENT	594.83
00939859	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939868	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939870	RETIREE	MEDICAL AFTER RETIREMENT	813.64
00939875	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939876	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939880	RETIREE	MEDICAL AFTER RETIREMENT	263.82
00939888	RETIREE	MEDICAL AFTER RETIREMENT	435.31
00939892	RETIREE	MEDICAL AFTER RETIREMENT	505.96
00939893	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00939895	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00939897	RETIREE	MEDICAL AFTER RETIREMENT	670.64
578	Post Retirement Medical-Misc Fund		
Non Departmental			
00394473	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00394478	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394479	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00394481	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394483	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394485	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00394496	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394497	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00394500	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00939727	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939729	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939732	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939737	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939742	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939744	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939745	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939748	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939749	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939750	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939753	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939761	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939765	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939766	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939768	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939771	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939775	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939776	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939777	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939778	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939785	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00939786	RETIREE	MEDICAL AFTER RETIREMENT	93.69



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00939787	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939788	RETIREE	MEDICAL AFTER RETIREMENT	125.39
00939789	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939794	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939797	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939805	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939806	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939810	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939815	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939820	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939822	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939823	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939826	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939828	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939837	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939838	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939842	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939847	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939851	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939856	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939858	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939863	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939873	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939878	RETIREE	MEDICAL AFTER RETIREMENT	48.08
00939879	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939881	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939883	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939891	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939894	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939896	RETIREE	MEDICAL AFTER RETIREMENT	566.38
579	Post Retirement Medical-Mgmt Fund		
Non Departmental			
00394476	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00394480	RETIREE	MEDICAL AFTER RETIREMENT	93.96
00394484	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00394486	RETIREE	MEDICAL AFTER RETIREMENT	202.28
00394487	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00394492	RETIREE	MEDICAL AFTER RETIREMENT	467.23
00394493	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00394499	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939728	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939735	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939736	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939740	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939741	RETIREE	MEDICAL AFTER RETIREMENT	174.48
00939743	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939746	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939751	RETIREE	MEDICAL AFTER RETIREMENT	330.38



CLAIMS BY FUND REPORT
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00939755	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939756	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939758	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00939759	RETIREE	MEDICAL AFTER RETIREMENT	1,741.80
00939762	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00939763	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939764	RETIREE	MEDICAL AFTER RETIREMENT	168.56
00939767	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939769	RETIREE	MEDICAL AFTER RETIREMENT	446.98
00939770	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939774	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939782	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939783	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939784	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939790	RETIREE	MEDICAL AFTER RETIREMENT	409.40
00939791	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939792	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939793	RETIREE	MEDICAL AFTER RETIREMENT	181.48
00939802	RETIREE	MEDICAL AFTER RETIREMENT	355.47
00939803	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00939804	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939807	RETIREE	MEDICAL AFTER RETIREMENT	696.38
00939808	RETIREE	MEDICAL AFTER RETIREMENT	235.18
00939809	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939814	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00939817	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939818	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939819	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939821	RETIREE	MEDICAL AFTER RETIREMENT	1,484.28
00939824	RETIREE	MEDICAL AFTER RETIREMENT	50.71
00939825	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939827	RETIREE	MEDICAL AFTER RETIREMENT	1,321.55
00939830	RETIREE	MEDICAL AFTER RETIREMENT	206.97
00939833	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939834	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939835	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939836	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939839	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939844	RETIREE	MEDICAL AFTER RETIREMENT	670.64
00939846	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939849	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939850	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939852	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939853	RETIREE	MEDICAL AFTER RETIREMENT	151.69
00939854	RETIREE	MEDICAL AFTER RETIREMENT	870.90
00939855	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939860	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939861	RETIREE	MEDICAL AFTER RETIREMENT	330.38



CLAIMS BY FUND REPORT
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00939862	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939864	RETIREE	MEDICAL AFTER RETIREMENT	238.25
00939865	RETIREE	MEDICAL AFTER RETIREMENT	619.50
00939866	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939867	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939869	RETIREE	MEDICAL AFTER RETIREMENT	446.38
00939871	RETIREE	MEDICAL AFTER RETIREMENT	239.58
00939872	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939874	RETIREE	MEDICAL AFTER RETIREMENT	566.38
00939877	RETIREE	MEDICAL AFTER RETIREMENT	418.26
00939882	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939884	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939885	RETIREE	MEDICAL AFTER RETIREMENT	330.38
00939886	RETIREE	MEDICAL AFTER RETIREMENT	211.69
00939887	RETIREE	MEDICAL AFTER RETIREMENT	1,972.46
00939889	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00939890	RETIREE	MEDICAL AFTER RETIREMENT	1,833.44

611 Water Fund

Non Departmental

00394195	ANTIOCH AUTO PARTS	AUTO PARTS	197.22
00394215	BAY AREA BARRICADE	SUPPLIES	2,592.23
00394234	COLE SUPPLY CO INC	SUPPLIES	6,547.19
00394364	AMERICAN TEXTILE AND SUPPLY INC	RAGS	475.24
00393703	GRAINGER INC	SUPPLIES	1,722.41

Water Production

00394192	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00394194	ANTIOCH ACE HARDWARE	SUPPLIES	184.78
00394195	ANTIOCH AUTO PARTS	AUTO PARTS	696.91
00394197	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	67.94
00394202	AT AND T MCI	PHONE	133.36
00394258	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,000.00
00394260	HACH CO	SUPPLIES	116.50
00394270	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	5,919.54
00394295	OFFICE DEPOT INC	OFFICE SUPPLIES	561.92
00394325	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,290.52
00394365	ANTIOCH ACE HARDWARE	SUPPLIES	102.18
00394369	ARAMARK UNIFORM SERVICES	PROFESSIONAL SERVICES	67.94
00394389	CITY OF BRENTWOOD	GROUND WATER SUPPORT	7,352.39
00394405	DELTA BAY CONCRETE CUTTING INC	PARTS	405.00
00394416	FISHER SCIENTIFIC COMPANY	LAB SUPPLIES	563.67
00394420	HACH CO	LAB EQUIPMENT	2,368.19
00394425	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	6,260.00
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	62,760.60
00394466	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,085.80
00394469	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	5,025.00
00939699	CHEMTRADE CHEMICALS US LLC	CHEMICALS	23,093.25



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00939702	EUROFINS EATON ANALYTICAL INC	TESTING	20.00
00939717	GRAINGER INC	SUPPLIES	252.25

Water Distribution

00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	581.22
00394234	COLE SUPPLY CO INC	SUPPLIES	222.15
00394245	DELTA DIABLO	RECYCLED WATER	8,796.95
00394255	FASTENAL CO	SUPPLIES	209.45
00394297	PACE SUPPLY CORP	SUPPLIES	787.21
00394303	ROBERTS AND BRUNE CO	WATER METER AND PARTS	26,332.12
00394305	SABOO INC	DEMOLITION	4,999.00
00394367	ANTIOCH AUTO PARTS	AUTO PARTS	26.33
00394373	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	562.50
00394381	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	660.00
00394391	COMCAST	CONNECTION SERVICES	1,016.33
00394404	CWEA SFBS	CWEA MEMBER RENEWAL	192.00
00394407	DIABLO LIVE SCAN LLC	FINGERPRINTING FEES	20.00
00394418	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	13,605.55
00394435	MT DIABLO LANDSCAPE CENTERS INC	CONCRETE MIX	156.55
00394439	OFFICE DEPOT INC	OFFICE SUPPLIES	372.00
00394442	PACIFIC CREDIT SERVICES	COLLECTIONS FEE - WATER	387.65
00394451	RT LAWRENCE CORP	LOCKBOX PROCESSING	420.67
00939697	BADGER METER INC	WATER METER AND METER PARTS	7,412.71
00939703	GRAINGER INC	SUPPLIES	2,123.08
00939706	INFOSEND INC	PRINT & MAIL SERVICES	582.78
00939713	BADGER METER INC	WATER METER AND METER PARTS	21,281.95
00939722	MOBILE MINI LLC	STORAGE	145.78
00939723	PETERSON TRACTOR CO	AUTO PARTS	606.19

Public Buildings & Facilities

00394220	BROWN AND CALDWELL INC	PROFESSIONAL SERVICES	10,554.75
00394263	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	8,265.00
00394309	SHIMMICK CONSTRUCTION INC	DESALINATION PROJECT	2,958,068.23
00394332	WOODARD AND CURRAN	PROFESSIONAL SERVICES	4,602.50
00394379	BROWN AND CALDWELL INC	CONSULTING SERVICES	15,920.00
00394383	CALIFORNIA TRENCHLESS INC	WATER MAIN PROJECT	167,888.60
00394386	CDM SMITH INC	PROFESSIONAL SERVICES	106,988.74
00394434	MOUNTAIN CASCADE INC	BOOSTER BUMP STATION PROJECT	330,387.75
00394470	WATERSAVERS IRRIGATION	LANDSCAPE ENHANCEMENTS	587.85
00939709	SITEONE LANDSCAPE SUPPLY HOLDING	SUPPLIES	329.86

621 Sewer Fund

Swr-Wastewater Administration

00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	150.00
00394246	DELTA DIABLO	HHW PROGRAM	19,641.44
00394247	DELTA FENCE CO	SUPPLIES	225.16
00394303	ROBERTS AND BRUNE CO	PIPE FITTINGS	4,159.64
00394355	ADVANCED TRENCHLESS INC	EMERGENCY CONTRUCTION REPAIR	62,950.00



CLAIMS BY FUND REPORT
FOR THE PERIOD OF
MAY 14 - MAY 27, 2021
FUND/CHECK#

00394373	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	562.50
00394381	C AND J FAVALORA TRUCKING INC	FULTON YARD RECYCLING PROJECT	660.00
00394391	COMCAST	CONNECTION SERVICES	1,016.33
00394418	G AND S PAVING INC	VARIOUS ASPHALT REPAIRS	13,605.55
00394439	OFFICE DEPOT INC	OFFICE SUPPLIES	389.10
00394444	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	477.09
00394450	ROOTX	COLLECTIONS	2,727.50
00394451	RT LAWRENCE CORP	LOCKBOX PROCESSING	420.67
00939703	GRAINGER INC	SUPPLIES	430.14
00939706	INFOSEND INC	PRINT AND MAIL SERVICES	582.79
00939724	SCOTTO, CHARLES W AND DONNA F	BUILDING LEASE	5,000.00

631 Marina Fund

Non Departmental

00394225	CA DEPT TAX AND FEE ADMINISTRATION	MARINA SALES TAX	120.00
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Marina Administration

00394211	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	32.09
00394398	CONTRA COSTA FIRE EQUIPMENT	EQUIPMENT	602.22
00394431	MAPCO MARKETING	DELTA MAP ADVERTISEMENT	485.00
00394444	PACIFIC GAS AND ELECTRIC CO	GAS	4,211.34
00939704	ICR ELECTRICAL CONTRACTORS	ELECTRICAL SERVICES	811.39

752 Storm Drain Deposits Fund

Non Departmental


00394397	CONTRA COSTA COUNTY	DRAINAGE FEES	735,302.99
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CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lauren Posada, City Treasurer 

SUBJECT: Approval of Treasurer's Report for April 2021

RECOMMENDED ACTION

It is recommended that the City Council receive and file the April 2021 Treasurer's Report.

FISCAL IMPACT

There is no fiscal impact of this action.

DISCUSSION

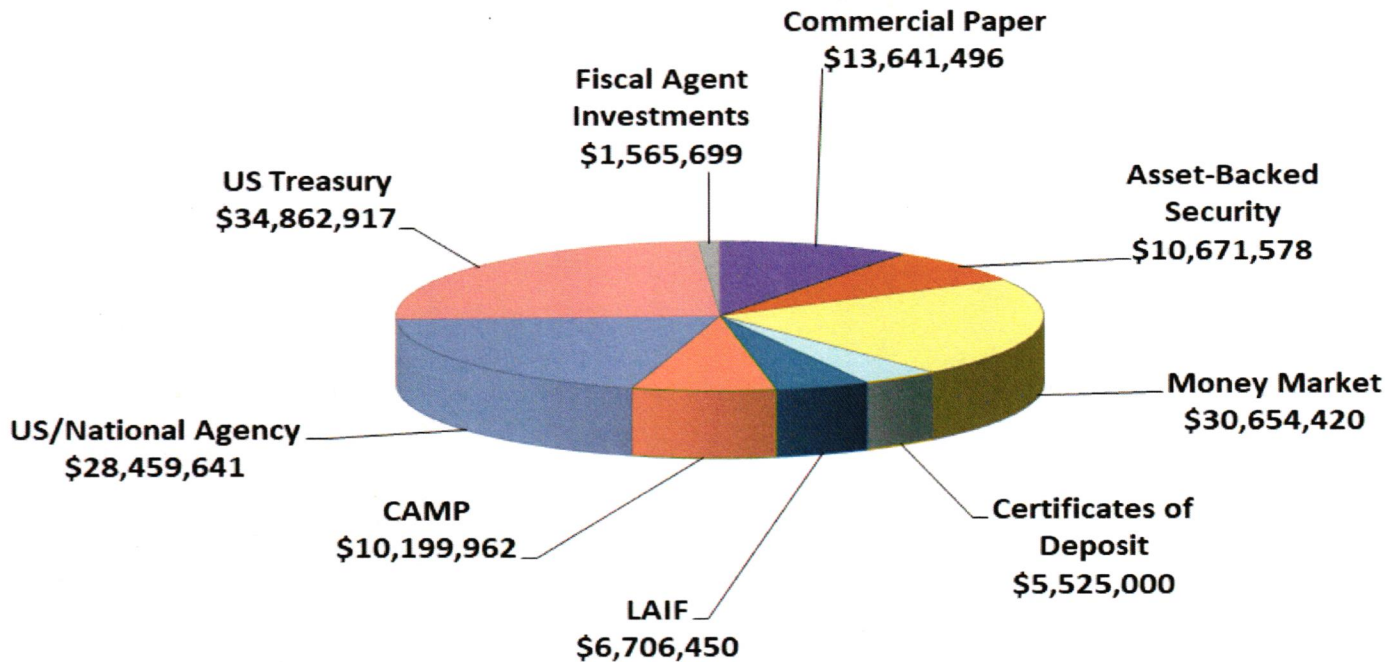
The City's *Statement of Investment Policy* (Policy) requires that the City Treasurer render, at least quarterly, an investment report to the City Council. The Policy also requires a monthly report of investment transactions to City Council. A monthly Treasurer's Report is provided with both reporting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

ATTACHMENTS

A. City Treasurer's Report

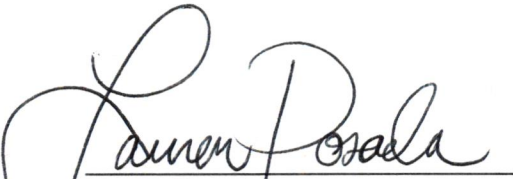
**CITY OF ANTIOCH
SUMMARY REPORT ON THE CITY'S INVESTMENTS**

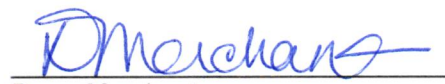
April 30, 2021



Total of City and Fiscal Agent Investments = \$142,287,163

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	1,142,325
Antioch Development Agency 2009 Tax Allocation Bonds	145,999
ABAG Lease Revenue Bonds	277,375
	<u><u>\$1,565,699</u></u>



Account Statement - Transaction Summary

For the Month Ending **April 30, 2021**

City of Antioch - City of Antioch - 6090-001

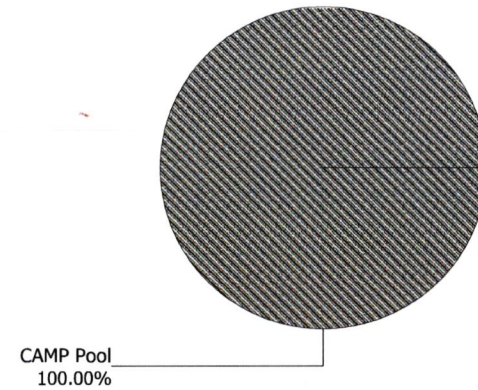
CAMP Pool

Opening Market Value	10,199,500.07
Purchases	462.34
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$10,199,962.41
Cash Dividends and Income	462.34

Asset Summary

	April 30, 2021	March 31, 2021
CAMP Pool	10,199,962.41	10,199,500.07
Total	\$10,199,962.41	\$10,199,500.07

Asset Allocation





Managed Account Summary Statement

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Summary - Managed Account

Opening Market Value	\$94,040,244.08
Maturities/Calls	(817,820.62)
Principal Dispositions	(1,663,328.11)
Principal Acquisitions	2,510,718.11
Unsettled Trades	(2,390.50)
Change in Current Value	(22,280.12)
Closing Market Value	\$94,045,142.84

Cash Transactions Summary - Managed Account

Maturities/Calls	177,625.00
Sale Proceeds	1,669,911.10
Coupon/Interest/Dividend Income	112,222.51
Principal Payments	642,820.62
Security Purchases	(2,517,182.20)
Net Cash Contribution	(85,397.03)
Reconciling Transactions	0.00

Earnings Reconciliation (Cash Basis) - Managed Account

Interest/Dividends/Coupons Received	121,430.50
Less Purchased Interest Related to Interest/Coupons	(6,464.09)
Plus Net Realized Gains/Losses	48,522.37
Total Cash Basis Earnings	\$163,488.78

Cash Balance

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

	Total
Ending Amortized Value of Securities	93,160,633.18
Ending Accrued Interest	214,663.58
Plus Proceeds from Sales	2,023,498.46
Plus Proceeds of Maturities/Calls/Principal Payments	820,445.62
Plus Coupons/Dividends Received	112,222.51
Less Cost of New Purchases	(2,868,099.20)
Less Beginning Amortized Value of Securities	(93,111,930.20)
Less Beginning Accrued Interest	(233,324.33)
Total Accrual Basis Earnings	\$118,109.62



Portfolio Summary and Statistics

For the Month Ending **April 30, 2021**

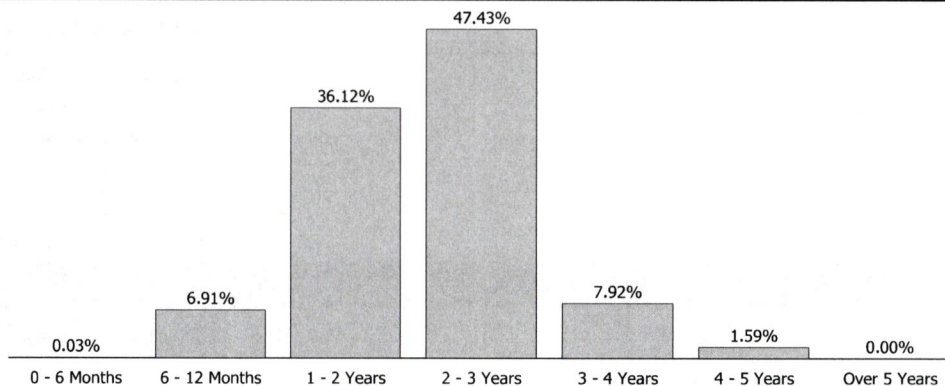
CITY OF ANTIOCH, CA - 04380500

Account Summary

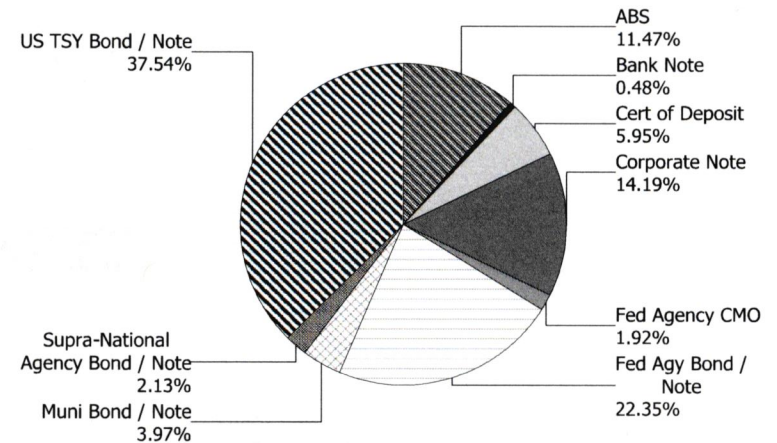
Description	Par Value	Market Value	Percent
U.S. Treasury Bond / Note	34,800,000.00	35,297,832.01	37.54
Supra-National Agency Bond / Note	2,000,000.00	2,001,323.22	2.13
Municipal Bond / Note	3,670,000.00	3,731,959.90	3.97
Federal Agency Collateralized Mortgage Obligation	1,770,647.54	1,804,218.72	1.92
Federal Agency Bond / Note	21,000,000.00	21,023,587.34	22.35
Corporate Note	12,981,000.00	13,348,505.30	14.19
Certificate of Deposit	5,525,000.00	5,599,776.98	5.95
Bank Note	425,000.00	451,338.95	0.48
Asset-Backed Security	10,672,547.25	10,786,600.42	11.47
Managed Account Sub-Total	92,844,194.79	94,045,142.84	100.00%
Accrued Interest		214,663.58	
Total Portfolio	92,844,194.79	94,259,806.42	

Unsettled Trades **350,000.00** **350,911.75**

Maturity Distribution



Sector Allocation



Characteristics

Yield to Maturity at Cost	1.09%
Yield to Maturity at Market	0.44%
Weighted Average Days to Maturity	767



Managed Account Issuer Summary

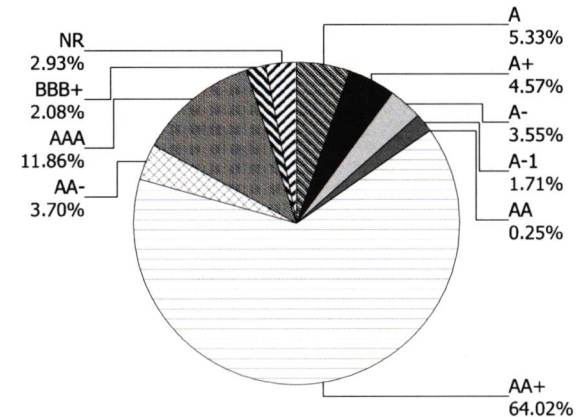
For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer Summary

Issuer	Market Value of Holdings	Percent
ADOBE INC	332,987.20	0.35
ALLY AUTO RECEIVABLES TRUST	170,367.89	0.18
AMAZON.COM INC	476,552.78	0.51
APPLE INC	512,096.76	0.54
BANK OF AMERICA CO	821,586.23	0.87
BMW FINANCIAL SERVICES NA LLC	174,875.49	0.19
BMW VEHICLE OWNER TRUST	195,407.49	0.21
BRISTOL-MYERS SQUIBB CO	592,008.39	0.63
BURLINGTON NORTHERN SANTA FE	241,932.15	0.26
CALIFORNIA DEPARTMENT OF WATER RESOURCES	450,819.00	0.48
CALIFORNIA EARTHQUAKE AUTHORITY	192,371.20	0.20
CAPITAL ONE FINANCIAL CORP	994,575.83	1.06
CARMAX AUTO OWNER TRUST	1,050,721.87	1.12
CATERPILLAR INC	685,758.06	0.73
CHARLES SCHWAB	301,865.10	0.32
CHEVRON CORPORATION	580,072.93	0.62
CITIGROUP INC	708,796.20	0.75
CLOROX COMPANY	360,428.95	0.38
COMCAST CORP	326,880.60	0.35
CREDIT SUISSE GROUP RK	1,451,415.20	1.53
DEERE & COMPANY	701,622.78	0.75
DISCOVER FINANCIAL SERVICES	337,750.64	0.36
DNB ASA	900,047.75	0.96
EXXON MOBIL CORP	470,007.90	0.50
FANNIE MAE	6,307,650.30	6.70
FIFTH THIRD AUTO TRUST	211,933.65	0.23
FLORIDA STATE BOARD OF ADMIN FIN CORP	237,491.00	0.25
FORD CREDIT AUTO LEASE TRUST	36,781.06	0.04
FORD CREDIT AUTO OWNER TRUST	466,976.08	0.50
FREDDIE MAC	16,520,155.76	17.56
GENERAL DYNAMICS CORP	344,468.15	0.37
GM FINANCIAL CONSUMER AUTOMOBILE TRUST	515,559.97	0.55

Credit Quality (S&P Ratings)





Managed Account Issuer Summary

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
GM FINANCIAL LEASINGTRUST	230,471.55	0.25
GOLDMAN SACHS GROUP INC	521,149.98	0.55
HARLEY-DAVIDSON MOTORCYCLE TRUST	497,326.04	0.53
HONDA AUTO RECEIVABLES	612,974.22	0.65
HONEYWELL INTERNATIONAL	614,096.33	0.65
HYUNDAI AUTO RECEIVABLES	858,794.07	0.91
IBM CORP	657,316.23	0.70
INTER-AMERICAN DEVELOPMENT BANK	668,620.93	0.71
INTL BANK OF RECONSTRUCTION AND DEV	1,332,702.29	1.42
JP MORGAN CHASE & CO	831,140.12	0.88
KUBOTA CREDIT OWNER TRUST	210,111.94	0.22
LOCKHEED MARTIN CORP	240,889.73	0.26
LOS ANGELES COMMUNITY COLLEGE DISTRICT	234,616.95	0.25
MERCEDES-BENZ AUTO LEASE TRUST	125,129.89	0.13
MERCEDES-BENZ AUTO RECEIVABLES	315,951.43	0.34
MERCK & CO INC	240,192.45	0.26
MORGAN STANLEY	724,815.98	0.77
NEW JERSEY TURNPIKE AUTHORITY	194,992.20	0.21
NEW YORK & NEW JERSEY PORT AUTHORITY	517,685.70	0.55
NEW YORK ST URBAN DEVELOPMENT CORP	853,707.85	0.91
NISSAN AUTO LEASE TRUST	184,373.48	0.20
NISSAN AUTO RECEIVABLES	817,543.78	0.87
NORDEA BANK ABP	817,452.80	0.87
PACCAR FINANCIAL CORP	485,762.15	0.52
PEPSICO INC	217,074.32	0.23
PNC FINANCIAL SERVICES GROUP	451,338.95	0.48
SKANDINAVISKA ENSKILDA BANKEN AB	817,558.40	0.87
SOCIETE GENERALE	884,607.50	0.94
STATE OF CONNECTICUT	104,027.00	0.11
STATE OF MARYLAND	476,781.25	0.51
STATE OF WASHINGTON	469,467.75	0.50
SUMITOMO MITSUI FINANCIAL GROUP INC	728,695.33	0.77
THE BANK OF NEW YORK MELLON CORPORATION	436,926.63	0.46



Managed Account Issuer Summary

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Issuer	Market Value of Holdings	Percent
Toyota Lease Owner Trust	250,163.75	0.27
TOYOTA MOTOR CORP	1,008,235.25	1.07
TRUIST FIN CORP	411,517.20	0.44
UNITED STATES TREASURY	35,297,832.01	37.52
VERIZON OWNER TRUST	1,284,909.75	1.37
VOLKSWAGEN AUTO LEASE TRUST	221,843.82	0.24
VOLKSWAGEN OF AMERICA	253,367.98	0.27
WORLD OMNI AUTO REC TRUST	271,013.50	0.29
Total	\$94,045,142.84	100.00%



Managed Account Detail of Securities Held

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	950,000.00	AA+	Aaa	01/07/19	01/09/19	932,707.03	2.50	4,428.52	945,746.36	962,914.11
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	2,800,000.00	AA+	Aaa	03/01/19	03/05/19	2,796,937.50	2.54	14,502.76	2,799,176.14	2,853,812.64
US TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	AA+	Aaa	05/01/19	05/03/19	1,050,738.28	2.23	1,032.79	1,050,239.02	1,071,820.26
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	800,000.00	AA+	Aaa	07/01/19	07/03/19	802,718.75	1.76	3,729.28	801,102.98	817,750.00
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	3,375,000.00	AA+	Aaa	06/03/19	06/05/19	3,377,768.55	1.85	15,732.91	3,376,095.88	3,449,882.81
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,350,000.00	AA+	Aaa	08/02/19	08/05/19	1,347,310.55	1.69	3,695.99	1,348,832.65	1,377,210.87
US TREASURY NOTES DTD 08/31/2017 1.625% 08/31/2022	9128282S8	1,700,000.00	AA+	Aaa	10/03/19	10/04/19	1,713,945.31	1.34	4,654.21	1,706,394.88	1,734,265.54
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	450,000.00	AA+	Aaa	12/20/19	12/20/19	446,343.75	1.67	270.49	448,111.53	458,156.25
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	1,000,000.00	AA+	Aaa	10/31/19	11/04/19	996,289.06	1.50	601.09	998,165.22	1,018,125.00
US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	3,150,000.00	AA+	Aaa	12/02/19	12/04/19	3,127,851.56	1.63	1,893.44	3,138,735.21	3,207,093.75
US TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	1,200,000.00	AA+	Aaa	02/03/20	02/05/20	1,205,906.25	1.33	5,270.72	1,203,428.37	1,227,750.00
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	1,500,000.00	AA+	Aaa	01/02/20	01/06/20	1,506,093.75	1.61	6,526.24	1,503,479.04	1,541,718.75
US TREASURY NOTES DTD 02/15/2020 1.375% 02/15/2023	912828Z86	4,250,000.00	AA+	Aaa	03/02/20	03/04/20	4,323,876.96	0.78	12,107.22	4,294,888.13	4,342,968.75
US TREASURY NOTES 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	4,786.26	4,153,352.37	4,150,000.00



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U.S. Treasury Bond / Note											
US TREASURY NOTES DTD 01/15/2021 0.125% 01/15/2024	91282CBE0	3,175,000.00	AA+	Aaa	02/02/21	02/03/21	3,169,915.04	0.18	1,162.12	3,170,326.18	3,161,605.31
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	950,000.00	AA+	Aaa	02/23/21	02/25/21	947,328.13	0.22	246.03	947,488.20	945,695.36
US TREASURY NOTES DTD 02/15/2021 0.125% 02/15/2024	91282CBM2	2,200,000.00	AA+	Aaa	03/01/21	03/03/21	2,190,460.94	0.27	569.75	2,190,982.54	2,190,031.36
US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	AA+	Aaa	04/01/21	04/05/21	787,236.33	0.37	40.76	786,372.69	787,031.25
Security Type Sub-Total		34,800,000.00					34,877,318.37	1.19	81,250.58	34,862,917.39	35,297,832.01
Supra-National Agency Bond / Note											
INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	AAA	Aaa	04/13/21	04/20/21	663,623.45	0.23	25.40	663,644.19	663,968.59
INTER-AMERICAN DEVEL BK CORPORATE NOTES DTD 04/24/2020 0.500% 05/24/2023	4581X0DM7	665,000.00	AAA	Aaa	04/17/20	04/24/20	664,773.90	0.51	1,450.07	664,848.66	668,620.93
INTL BK RECON & DEVELOP CORPORATE NOTES 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	730.49	668,767.35	668,733.70
Security Type Sub-Total		2,000,000.00					1,996,956.85	0.35	2,205.96	1,997,260.20	2,001,323.22
Municipal Bond / Note											
CA ST EARTHQUAKE AUTH TXBL REV BONDS 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	840.43	190,000.00	192,371.20
NY ST URBAN DEV CORP TXBL REV BONDS 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	131.87	215,000.00	215,083.85
CT ST TXBL GO BONDS DTD 06/11/2020 2.000% 07/01/2023	20772KJV2	100,000.00	A	Aa3	05/29/20	06/11/20	100,597.00	1.80	666.67	100,423.52	104,027.00



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Municipal Bond / Note											
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/02/20	07/08/20	255,000.00	1.09	2,253.91	255,000.00	258,842.85
PORT AUTH OF NY/NJ TXBL REV BONDS DTD 07/08/2020 1.086% 07/01/2023	73358W4V3	255,000.00	A+	Aa3	07/07/20	07/09/20	256,494.30	0.89	2,253.91	256,087.39	258,842.85
WA ST T/E GO BONDS DTD 04/29/2020 5.000% 07/01/2023	93974EHJ8	425,000.00	AA+	Aaa	04/23/20	04/29/20	477,517.25	1.03	7,083.33	460,873.18	469,467.75
LOS ANGELES CCD, CA TXBL GO BONDS 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	260.85	235,000.00	234,616.95
MD ST TXBL GO BONDS DTD 08/05/2020 0.410% 08/01/2023	574193TP3	475,000.00	AAA	Aaa	07/23/20	08/05/20	475,000.00	0.41	486.88	475,000.00	476,781.25
CA ST DEPT WTR RES WTR SYS TXBL REV BNDS DTD 08/06/2020 0.414% 12/01/2023	13067WRA2	450,000.00	AAA	Aa1	07/30/20	08/06/20	450,000.00	0.41	776.25	450,000.00	450,819.00
NY ST URBAN DEV CORP TXBL REV BONDS 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	507.02	640,000.00	638,624.00
NJ TURNPIKE AUTHORITY TXBL REV BONDS DTD 02/04/2021 0.897% 01/01/2025	646140DN0	195,000.00	A+	A2	01/22/21	02/04/21	195,000.00	0.90	422.71	195,000.00	194,992.20
FL ST BOARD OF ADMIN TXBL REV BONDS DTD 09/16/2020 1.258% 07/01/2025	341271AD6	235,000.00	AA	Aa3	09/03/20	09/16/20	235,000.00	1.26	985.43	235,000.00	237,491.00
Security Type Sub-Total		3,670,000.00					3,724,608.55	0.78	16,669.26	3,707,384.09	3,731,959.90
Federal Agency Collateralized Mortgage Obligation											
FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	35,113.59	AA+	Aaa	04/11/18	04/30/18	35,812.03	2.93	104.17	35,184.01	35,113.59
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	AA+	Aaa	03/13/19	03/18/19	374,533.45	2.76	848.75	374,842.23	381,380.51
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	359,707.01	AA+	Aaa	06/12/19	06/17/19	361,027.81	2.23	705.93	360,213.91	365,798.67



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Federal Agency Collateralized Mortgage Obligation											
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	AA+	Aaa	08/13/19	08/16/19	381,210.94	1.98	784.38	377,906.91	384,877.20
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEO4	179,111.39	AA+	Aaa	09/11/19	09/16/19	180,227.42	2.08	340.31	179,662.74	182,014.48
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEO4	237,264.44	AA+	Aaa	09/04/19	09/09/19	240,372.84	1.86	450.80	238,790.96	241,110.09
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	52,446.43	AA+	Aaa	12/07/18	12/17/18	52,446.27	3.20	139.99	52,446.35	53,481.02
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	157,004.68	AA+	Aaa	11/20/19	11/26/19	157,000.94	2.09	273.71	157,002.10	160,443.16
Security Type Sub-Total		1,770,647.54					1,782,631.70	2.25	3,648.04	1,776,049.21	1,804,218.72
Federal Agency Bond / Note											
FREDDIE MAC NOTES 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	252.08	2,196,388.58	2,207,788.00
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAE6	950,000.00	AA+	Aaa	06/03/20	06/04/20	950,760.00	0.35	1,741.67	950,523.79	953,244.25
FREDDIE MAC NOTES DTD 05/07/2020 0.375% 05/05/2023	3137EAE6	1,655,000.00	AA+	Aaa	05/05/20	05/07/20	1,654,304.90	0.39	3,034.16	1,654,533.21	1,660,651.83
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	925,000.00	AA+	Aaa	06/03/20	06/04/20	922,003.00	0.36	1,021.36	922,919.83	925,865.80
FANNIE MAE NOTES DTD 05/22/2020 0.250% 05/22/2023	3135G04Q3	1,750,000.00	AA+	Aaa	05/20/20	05/22/20	1,744,732.50	0.35	1,932.29	1,746,387.31	1,751,638.00
FREDDIE MAC NOTES DTD 06/26/2020 0.250% 06/26/2023	3137EAE4	1,620,000.00	AA+	Aaa	06/24/20	06/26/20	1,615,269.60	0.35	1,406.25	1,616,604.48	1,621,237.68
FANNIE MAE NOTES 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	1,059.90	1,374,605.97	1,375,827.75
FANNIE MAE NOTES DTD 07/10/2020 0.250% 07/10/2023	3135G05G4	1,795,000.00	AA+	Aaa	07/08/20	07/10/20	1,791,140.75	0.32	1,383.64	1,792,180.46	1,796,080.59



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Federal Agency Bond / Note											
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	700,000.00	AA+	Aaa	08/25/20	08/26/20	698,936.00	0.30	325.69	699,177.42	700,283.50
FREDDIE MAC NOTES DTD 08/21/2020 0.250% 08/24/2023	3137EAEV7	1,275,000.00	AA+	Aaa	08/19/20	08/21/20	1,273,699.50	0.28	593.23	1,273,999.16	1,275,516.38
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	735,000.00	AA+	Aaa	09/02/20	09/04/20	735,134.22	0.24	270.52	735,105.03	735,130.83
FREDDIE MAC NOTES DTD 09/04/2020 0.250% 09/08/2023	3137EAEW5	1,165,000.00	AA+	Aaa	09/02/20	09/04/20	1,164,615.55	0.26	428.79	1,164,699.16	1,165,207.37
FREDDIE MAC NOTES 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	478.47	1,299,664.08	1,300,231.40
FREDDIE MAC NOTES 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	2,444.45	1,998,490.69	2,000,380.00
FREDDIE MAC NOTES 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	1,587.40	1,553,668.62	1,554,503.96
Security Type Sub-Total		21,000,000.00					20,970,845.57	0.33	17,959.90	20,978,947.79	21,023,587.34
Corporate Note											
PACCAR FINANCIAL CORP CORP NOTES DTD 05/10/2019 2.650% 05/10/2022	69371RP83	400,000.00	A+	A1	05/03/19	05/10/19	399,784.00	2.67	5,035.00	399,926.29	410,030.00
MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	200,000.00	BBB+	A1	04/05/19	04/09/19	198,674.00	2.97	2,475.00	199,552.94	205,242.80
BRANCH BANKING & TRUST (CALLABLE) CORP N DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	400,000.00	A-	A3	03/11/19	03/18/19	399,988.00	3.05	4,439.44	399,995.82	411,517.20
IBM CORP NOTES DTD 07/30/2012 1.875% 08/01/2022	459200HG9	325,000.00	A	A2	10/30/19	11/01/19	323,966.50	1.99	1,523.44	324,529.57	331,383.33
HONEYWELL INTERNATIONAL (CALLABLE) NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	165,000.00	A	A2	07/30/19	08/08/19	164,833.35	2.19	817.90	164,929.45	168,716.30



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Corporate Note											
HONEYWELL INTERNATIONAL CORPORATE NOTES DTD 08/19/2020 0.483% 08/19/2022	438516CC8	445,000.00	A	A2	08/17/20	08/19/20	445,000.00	0.48	429.87	445,000.00	445,380.03
CATERPILLAR FINANCIAL SERVICES CORP NOTE DTD 09/06/2019 1.900% 09/06/2022	1491303A5	420,000.00	A	A2	09/03/19	09/06/19	419,416.20	1.95	1,219.17	419,737.40	429,195.06
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	225,000.00	AA+	Aa1	09/04/19	09/11/19	224,961.75	1.71	531.25	224,982.62	229,407.08
CLOROX COMPANY CORP NOTE (CALLABLE) DTD 09/13/2012 3.050% 09/15/2022	189054AT6	350,000.00	A-	Baa1	05/07/20	05/11/20	366,002.00	1.07	1,364.03	358,576.24	360,428.95
CATERPILLAR FINL SERVICE DTD 01/13/2020 1.950% 11/18/2022	1491303C1	250,000.00	A	A2	01/09/20	01/13/20	249,885.00	1.97	2,207.29	249,937.41	256,563.00
BANK OF NY MELLON CORP NOTES DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	200,000.00	A	A1	01/21/20	01/28/20	199,860.00	1.87	966.11	199,918.68	205,433.80
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	100,000.00	A	A2	01/22/20	02/03/20	99,863.00	1.75	425.00	99,919.73	102,457.60
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	225,000.00	A	A2	01/23/20	02/03/20	224,948.25	1.71	956.25	224,969.68	230,529.60
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	525,000.00	A-	A2	03/15/19	03/22/19	525,000.00	3.21	1,403.06	525,000.00	538,218.98
EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	AA-	Aa2	05/11/20	05/13/20	227,902.50	1.12	157.10	226,942.25	230,351.85
PEPSICO INC CORPORATE NOTES DTD 05/01/2020 0.750% 05/01/2023	713448EY0	215,000.00	A+	A1	04/29/20	05/01/20	214,574.30	0.82	806.25	214,716.20	217,074.32
CHEVRON CORP CORPORATE NOTES DTD 05/11/2020 1.141% 05/11/2023	166764BV1	130,000.00	AA-	Aa2	05/07/20	05/11/20	130,000.00	1.14	700.45	130,000.00	132,272.53
APPLE INC CORPORATE NOTES DTD 05/11/2020 0.750% 05/11/2023	037833DV9	280,000.00	AA+	Aa1	05/04/20	05/11/20	279,238.40	0.84	991.67	279,485.31	282,689.68



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Corporate Note											
GENERAL DYNAMICS CORP NOTES DTD 05/11/2018 3.375% 05/15/2023	369550BD9	325,000.00	A-	A2	05/11/20	05/13/20	347,642.75	1.02	5,057.81	340,151.76	344,468.15
AMAZON.COM INC CORPORATE NOTES DTD 06/03/2020 0.400% 06/03/2023	023135BP0	475,000.00	AA-	A2	06/01/20	06/03/20	474,335.00	0.45	781.11	474,536.63	476,552.78
PACCAR FINANCIAL CORP CORPORATE NOTES DTD 06/08/2020 0.800% 06/08/2023	69371R082	75,000.00	A+	A1	06/01/20	06/08/20	74,895.75	0.85	238.33	74,926.88	75,732.15
CHEVRON CORP DTD 06/24/2013 3.191% 06/24/2023	166764AH3	425,000.00	AA-	Aa2	02/25/20	02/27/20	446,560.25	1.62	4,784.28	438,935.07	447,800.40
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 06/04/2020 0.700% 07/05/2023	24422EVH9	220,000.00	A	A2	06/01/20	06/04/20	219,819.60	0.73	496.22	219,872.63	221,752.96
TOYOTA MOTOR CREDIT CORP CORPORATE NOTES DTD 05/26/2020 1.350% 08/25/2023	89236THA6	500,000.00	A+	A1	05/20/20	05/26/20	499,815.00	1.36	1,237.50	499,868.04	510,560.00
JOHN DEERE CAPITAL CORP CORPORATE NOTES 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	23.33	99,905.59	100,098.20
BRISTOL-MYERS SQUIBB CO (CALLABLE) CORP 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	1,065.05	425,000.00	425,313.65
GOLDMAN SACHS GROUP INC CORPORATE NOTES DTD 11/19/2020 0.627% 11/17/2023	38141GXL3	275,000.00	BBB+	A2	11/16/20	11/19/20	275,000.00	0.63	775.91	275,000.00	275,322.85
JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 03/04/2021 0.450% 01/17/2024	24422EVN6	380,000.00	A	A2	03/01/21	03/04/21	379,730.20	0.48	270.75	379,745.12	379,771.62
IBM CORP NOTES 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	2,386.46	324,759.46	325,932.90



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For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
GOLDMAN SACHS CORP NOTES DTD 03/03/2014 4.000% 03/03/2024	38141GVM3	225,000.00	BBB+	A2	01/21/21	01/25/21	248,004.00	0.67	1,450.00	246,054.85	245,827.13
CHARLES SCHWAB CORP NOTES (CALLABLE) DTD 03/18/2021 0.750% 03/18/2024	808513BN4	300,000.00	A	A2	03/16/21	03/18/21	299,850.00	0.77	268.75	299,856.02	301,865.10
MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	175,000.00	BBB+	A1	04/19/21	04/22/21	175,000.00	0.73	31.98	175,000.00	175,184.98
COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	A-	A3	05/07/20	05/11/20	328,677.00	1.20	493.33	321,426.05	326,880.60
MORGAN STANLEY CORP NOTES DTD 04/24/2018 3.737% 04/24/2024	61744YAO1	325,000.00	BBB+	A1	10/02/20	10/06/20	349,755.25	1.52	236.16	345,801.29	344,388.20
CITIGROUP INC CORPORATE NOTES 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	386.87	51,041.31	51,126.35
CITIGROUP INC CORPORATE NOTES DTD 05/14/2020 1.678% 05/15/2024	172967MR9	300,000.00	BBB+	A3	05/07/20	05/14/20	300,000.00	1.68	2,321.24	300,000.00	306,758.10
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	100,000.00	A-	A2	09/28/20	10/01/20	108,415.00	1.58	1,051.87	107,159.10	106,644.40
BANK OF AMERICA CORP NOTES DTD 07/23/2018 3.864% 07/23/2024	06051GHL6	225,000.00	A-	A2	08/21/20	08/25/20	245,362.50	1.47	2,366.70	241,886.61	239,949.90
BRISTOL MYERS SQUIBB CO CORP NOTES (CALL) DTD 01/26/2020 2.900% 07/26/2024	110122CM8	156,000.00	A+	A2	10/05/20	10/07/20	168,899.64	0.69	1,193.83	166,942.85	166,694.74
BANK OF AMERICA CORP (CALLABLE) CORPORAT 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	74.81	475,000.00	474,991.93
MERCK & CO INC CORP NOTES DTD 02/10/2015 2.750% 02/10/2025	58933YAR6	225,000.00	AA-	A1	03/09/21	03/11/21	240,104.25	1.00	1,392.19	239,529.39	240,192.45



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO CORP NOTES (CALLABLE) DTD 02/16/2021 0.563% 02/16/2025	46647PBY1	295,000.00	A-	A2	02/09/21	02/16/21	295,000.00	0.56	346.01	295,000.00	292,921.14
LOCKHEED MARTIN CORP NOTES (CALLABLE) DTD 02/20/2015 2.900% 03/01/2025	539830BE8	225,000.00	A-	A3	03/10/21	03/12/21	240,990.75	1.07	1,087.50	240,402.85	240,889.73
EXXON MOBIL CORP CORPORATE NT (CALLABLE) DTD 03/06/2015 2.709% 03/06/2025	30231GAF9	225,000.00	AA-	Aa2	03/26/21	03/30/21	238,932.00	1.10	931.22	238,601.02	239,656.05
BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	A+	A3	03/05/21	03/09/21	242,156.25	1.08	562.50	241,503.97	241,932.15
BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	A	A1	03/09/21	03/11/21	230,337.00	1.01	70.00	230,152.34	231,492.83
CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	BBB+	NR	04/28/21	05/04/21	350,917.00	0.91	0.00	350,917.00	350,911.75
Security Type Sub-Total		12,981,000.00					13,255,014.94	1.32	57,829.99	13,207,095.42	13,348,505.30
Certificate of Deposit											
CREDIT SUISSE NEW YORK CERT DEPOS DTD 08/07/2020 0.520% 02/01/2022	22549L6F7	725,000.00	A-1	P-1	08/05/20	08/07/20	725,000.00	0.52	2,796.08	725,000.00	726,526.85
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	875,000.00	A-1	P-1	02/14/20	02/19/20	875,000.00	1.80	3,368.75	875,000.00	884,607.50
SUMITOMO MITSUI BANK NY CERT DEPOS DTD 07/14/2020 0.700% 07/08/2022	86565CKU2	725,000.00	A	A1	07/10/20	07/14/20	725,000.00	0.70	1,592.99	725,000.00	728,695.33
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	800,000.00	AA-	Aa3	08/27/19	08/29/19	800,000.00	1.84	2,631.11	800,000.00	817,452.80
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	800,000.00	A+	Aa2	08/29/19	09/03/19	800,000.00	1.85	2,645.33	800,000.00	817,558.40



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Certificate of Deposit											
DNB BANK ASA/NY LT CD DTD 12/06/2019 2.040% 12/02/2022	23341VZT1	875,000.00	AA-	Aa2	12/04/19	12/06/19	875,000.00	2.03	7,437.50	875,000.00	900,047.75
CREDIT SUISSE NEW YORK CERT DEPOS DTD 03/23/2021 0.590% 03/17/2023	22552G3C2	725,000.00	A+	Aa3	03/19/21	03/23/21	725,000.00	0.59	463.40	725,000.00	724,888.35
Security Type Sub-Total		5,525,000.00					5,525,000.00	1.39	20,935.16	5,525,000.00	5,599,776.98
Bank Note											
PNC BANK NA CORP NOTES DTD 06/08/2018 3.500% 06/08/2023	69353RFL7	425,000.00	A	A2	03/06/20	03/10/20	454,818.00	1.28	5,908.68	434,400.75	451,338.95
Security Type Sub-Total		425,000.00					454,818.00	1.28	5,908.68	434,400.75	451,338.95
Asset-Backed Security											
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	36,751.33	AAA	NR	02/20/19	02/25/19	36,748.46	2.90	47.37	36,750.40	36,781.06
NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	183,667.32	AAA	Aaa	07/16/19	07/24/19	183,656.89	2.27	185.30	183,663.10	184,373.48
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	AAA	NR	10/01/19	10/04/19	219,996.52	1.99	133.77	219,998.27	221,843.82
HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	117,509.66	AAA	Aaa	12/04/18	12/12/18	117,508.25	3.20	167.12	117,509.09	118,440.22
HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	335,889.66	AAA	Aaa	11/20/18	11/28/18	335,839.45	3.16	471.74	335,868.90	340,024.66
TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	174,816.18	AAA	Aaa	10/31/18	11/07/18	174,778.37	3.19	247.07	174,799.93	177,291.12
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	79,809.01	AAA	NR	02/19/19	02/27/19	79,806.87	2.83	81.56	79,808.02	80,805.35
VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	250,263.54	AAA	Aaa	11/15/18	11/21/18	250,253.02	3.25	248.53	250,258.84	253,367.98



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	152,238.81	AAA	NR	07/18/18	07/25/18	152,218.06	3.13	211.78	152,229.81	154,095.47
HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	227,319.03	AAA	NR	04/03/19	04/10/19	227,289.11	2.66	268.74	227,303.84	229,861.96
NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	450,164.77	AAA	Aaa	12/04/18	12/12/18	450,078.51	3.22	644.24	450,124.16	456,756.85
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	AAA	Aaa	08/20/19	08/27/19	189,998.42	1.78	150.31	189,999.09	192,144.21
GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	AAA	Aaa	09/22/20	09/29/20	229,977.97	0.45	31.63	229,982.43	230,471.55
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	168,018.29	NR	Aaa	02/05/19	02/13/19	167,998.00	2.91	217.30	168,007.79	170,367.89
CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	179,011.86	AAA	NR	10/17/18	10/24/18	179,010.22	3.36	267.32	179,011.06	182,146.07
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	460,883.43	NR	Aaa	03/19/19	03/22/19	460,805.87	2.78	569.45	460,842.38	466,976.08
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	355,698.87	NR	Aaa	02/05/19	02/13/19	355,644.99	2.90	458.46	355,670.52	360,786.93
MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	AAA	NR	09/15/20	09/23/20	124,993.66	0.40	22.22	124,994.87	125,129.89
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	176,683.88	AAA	Aaa	05/21/19	05/30/19	176,648.09	2.51	197.10	176,663.50	178,884.23
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	221,639.81	NR	Aaa	01/08/19	01/16/19	221,615.28	2.97	274.28	221,626.90	224,502.55
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	209,000.21	AAA	Aaa	04/30/19	05/08/19	208,954.27	2.65	245.23	208,974.04	211,933.65
BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	AAA	Aaa	03/02/21	03/10/21	174,994.45	0.29	8.46	174,994.72	174,875.49



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	291,129.37	NR	Aaa	06/19/19	06/26/19	291,106.83	2.34	302.77	291,115.81	294,343.76
GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	287,371.22	AAA	Aaa	04/09/19	04/17/19	287,347.84	2.65	317.31	287,357.70	291,057.42
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	234,681.00	AAA	NR	04/09/19	04/17/19	234,657.02	2.68	279.53	234,666.98	238,766.00
TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	AAA	Aaa	04/13/21	04/21/21	249,970.83	0.39	27.08	249,971.10	250,163.75
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	AAA	NR	10/01/19	10/08/19	554,957.21	1.94	328.99	554,971.95	564,194.57
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	AAA	Aaa	01/21/20	01/29/20	214,974.82	1.85	121.53	214,981.87	219,025.68
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	AAA	NR	08/28/19	09/05/19	799,798.56	1.73	611.56	799,865.93	815,691.60
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	AAA	Aaa	01/21/20	01/29/20	199,956.38	1.87	166.22	199,967.99	202,982.28
TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	AAA	Aaa	07/21/20	07/27/20	319,975.36	0.44	62.58	319,979.81	320,384.13
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	NR	Aaa	10/24/19	10/31/19	329,929.12	1.89	277.20	329,950.57	337,750.64
BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	AAA	NR	07/08/20	07/15/20	194,985.28	0.48	15.60	194,988.01	195,407.49
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	AAA	NR	01/14/20	01/22/20	244,951.93	1.89	205.80	244,964.42	250,631.35
HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	AAA	NR	07/14/20	07/22/20	309,941.97	0.48	66.13	309,952.18	310,558.81
MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	AAA	NR	06/16/20	06/23/20	314,975.40	0.55	77.00	314,979.91	315,951.43



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Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	NR	Aaa	08/04/20	08/12/20	499,895.00	0.47	71.81	499,911.64	501,689.50
WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	AAA	NR	06/16/20	06/24/20	269,978.83	0.63	75.60	269,982.52	271,013.50
KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	NR	Aaa	04/06/21	04/14/21	209,957.03	0.62	61.49	209,957.49	210,111.94
HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	AAA	NR	04/20/21	04/28/21	199,978.96	0.38	6.33	199,979.00	199,933.08
CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314OAC8	225,000.00	AAA	NR	04/13/21	04/21/21	224,951.51	0.52	32.50	224,951.79	225,082.98
Security Type Sub-Total		10,672,547.25					10,671,104.61	1.87	8,256.01	10,671,578.33	10,786,600.42
Managed Account Sub-Total		92,844,194.79					93,258,298.59	1.09	214,663.58	93,160,633.18	94,045,142.84
Securities Sub-Total		\$92,844,194.79					\$93,258,298.59	1.09%	\$214,663.58	\$93,160,633.18	\$94,045,142.84
Accrued Interest											\$214,663.58
Total Investments											\$94,259,806.42

Bolded items are forward settling trades.



Managed Account Security Transactions & Interest

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CITY OF ANTIOCH, CA - 04380500

Transaction Type					Principal	Accrued		Realized G/L	Realized G/L	Sale
Trade	Settle	Security Description	CUSIP	Par	Proceeds	Interest	Total	Cost	Amort Cost	Method
BUY										
04/01/21	04/05/21	US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	(787,236.33)	(6,464.09)	(793,700.42)			
04/06/21	04/14/21	KCOT 2021-1A A3 DTD 04/14/2021 0.620% 08/15/2025	50117TAC5	210,000.00	(209,957.03)	0.00	(209,957.03)			
04/13/21	04/20/21	INTL BK OF RECON AND DEV NOTE DTD 04/20/2021 0.125% 04/20/2023	459058JV6	665,000.00	(663,623.45)	0.00	(663,623.45)			
04/13/21	04/21/21	TLOT 2021-A A3 DTD 04/21/2021 0.390% 04/22/2024	89238EAC0	250,000.00	(249,970.83)	0.00	(249,970.83)			
04/13/21	04/21/21	CARMX 2021-2 A3 DTD 04/21/2021 0.520% 02/17/2026	14314QAC8	225,000.00	(224,951.51)	0.00	(224,951.51)			
04/19/21	04/22/21	MORGAN STANLEY CORP NOTES (CALLABLE) DTD 04/22/2021 0.731% 04/05/2024	61772BAA1	175,000.00	(175,000.00)	0.00	(175,000.00)			
04/20/21	04/28/21	HART 2021-A A3 DTD 04/28/2021 0.380% 09/15/2025	44933LAC7	200,000.00	(199,978.96)	0.00	(199,978.96)			
04/28/21	05/04/21	CITIGROUP INC CORPORATE NOTES DTD 05/04/2021 0.981% 05/01/2025	172967MX6	350,000.00	(350,917.00)	0.00	(350,917.00)			
Transaction Type Sub-Total				2,825,000.00	(2,861,635.11)	(6,464.09)	(2,868,099.20)			
INTEREST										
04/01/21	04/01/21	BURLINGTN NORTH SANTA FE CORP NOTES (CAL DTD 03/09/2015 3.000% 04/01/2025	12189LAV3	225,000.00	0.00	3,375.00	3,375.00			
04/01/21	04/01/21	JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	525,000.00	0.00	8,418.38	8,418.38			
04/01/21	04/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/01/2022	3137B1BS0	375,000.00	0.00	784.38	784.38			
04/01/21	04/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	360,000.00	0.00	706.50	706.50			
04/01/21	04/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2015 2.716% 06/01/2022	3137BLUR7	375,000.00	0.00	848.75	848.75			



Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	04/01/21	04/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	160,212.42	0.00	347.57	347.57			
	04/01/21	04/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	428,831.58	0.00	912.27	912.27			
	04/01/21	04/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	52,518.76	0.00	140.18	140.18			
	04/01/21	04/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	66,288.35	0.00	196.66	196.66			
	04/06/21	04/06/21	SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	0.00	0.00	(87.50)	(87.50)			
	04/07/21	04/07/21	PEPSICO INC CORPORATE NOTES DTD 10/07/2020 0.400% 10/07/2023	713448FB9	100,000.00	0.00	200.00	200.00			
	04/10/21	04/10/21	JOHN DEERE CAPITAL CORP CORPORATE NOTES DTD 10/09/2020 0.400% 10/10/2023	24422EVJ5	100,000.00	0.00	201.11	201.11			
	04/15/21	04/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	185,826.59	0.00	450.63	450.63			
	04/15/21	04/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	193,961.63	0.00	405.70	405.70			
	04/15/21	04/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	227,277.01	0.00	429.93	429.93			
	04/15/21	04/15/21	COMCAST CORP (CALLABLE) CORPORATE NOTES DTD 10/05/2018 3.700% 04/15/2024	20030NCR0	300,000.00	0.00	5,550.00	5,550.00			
	04/15/21	04/15/21	CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/16/2024	14315XAC2	245,000.00	0.00	385.88	385.88			
	04/15/21	04/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	137,559.87	0.00	366.83	366.83			
	04/15/21	04/15/21	US TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	1,050,000.00	0.00	11,812.50	11,812.50			
	04/15/21	04/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	230,763.90	0.00	507.68	507.68			



Managed Account Security Transactions & Interest

For the Month Ending April 30, 2021

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										
04/15/21	04/15/21	EXXON MOBIL CORPORATION CORPORATE NOTES DTD 04/15/2020 1.571% 04/15/2023	30231GBL5	225,000.00	0.00	1,767.38	1,767.38			
04/15/21	04/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	253,323.08	0.00	565.75	565.75			
04/15/21	04/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	197,004.37	0.00	551.61	551.61			
04/15/21	04/15/21	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	83,494.34	0.00	201.78	201.78			
04/15/21	04/15/21	US TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	4,600,000.00	0.00	31,625.00	31,625.00			
04/15/21	04/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	172,319.10	0.00	449.47	449.47			
04/15/21	04/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	390,074.99	0.00	942.68	942.68			
04/15/21	04/15/21	WOART 2020-B A3 DTD 06/24/2020 0.630% 05/15/2025	98163WAC0	270,000.00	0.00	141.75	141.75			
04/15/21	04/15/21	MBART 2020-1 A3 DTD 06/23/2020 0.550% 02/18/2025	58769VAC4	315,000.00	0.00	144.38	144.38			
04/15/21	04/15/21	MBALT 2020-B A3 DTD 09/23/2020 0.400% 11/15/2023	58769EAC2	125,000.00	0.00	41.67	41.67			
04/15/21	04/15/21	HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	200,000.00	0.00	311.67	311.67			
04/15/21	04/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	508,877.48	0.00	1,178.90	1,178.90			
04/15/21	04/15/21	HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	190,000.00	0.00	281.83	281.83			
04/15/21	04/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	382,166.24	0.00	1,006.37	1,006.37			
04/15/21	04/15/21	COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	800,000.00	0.00	1,146.67	1,146.67			
04/15/21	04/15/21	TAOT 2020-C A3 DTD 07/27/2020 0.440% 10/15/2024	89237VAB5	320,000.00	0.00	117.33	117.33			



Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	04/15/21	04/15/21	DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	330,000.00	0.00	519.75	519.75			
	04/15/21	04/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	197,548.75	0.00	523.50	523.50			
	04/15/21	04/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	323,873.53	0.00	631.55	631.55			
	04/15/21	04/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	252,767.18	0.00	560.30	560.30			
	04/15/21	04/15/21	HART 2020-B A3 DTD 07/22/2020 0.480% 12/16/2024	44933FAC0	310,000.00	0.00	124.00	124.00			
	04/15/21	04/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	501,906.47	0.00	1,346.78	1,346.78			
	04/16/21	04/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	245,119.71	0.00	606.67	606.67			
	04/16/21	04/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	315,883.72	0.00	697.58	697.58			
	04/18/21	04/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	88,692.45	0.00	209.17	209.17			
	04/20/21	04/20/21	VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	220,000.00	0.00	364.83	364.83			
	04/20/21	04/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	288,121.78	0.00	780.33	780.33			
	04/20/21	04/20/21	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	11,602.11	0.00	28.81	28.81			
	04/20/21	04/20/21	GMALT 2020-3 A3 DTD 09/29/2020 0.450% 08/21/2023	362569AC9	230,000.00	0.00	86.25	86.25			
	04/20/21	04/20/21	FREDDIE MAC NOTES DTD 04/20/2020 0.375% 04/20/2023	3137EAE08	2,200,000.00	0.00	4,125.00	4,125.00			
	04/20/21	04/20/21	VZOT 2020-B A DTD 08/12/2020 0.470% 02/20/2025	92290BAA9	500,000.00	0.00	195.83	195.83			
	04/20/21	04/20/21	VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/22/2024	92348TAA2	215,000.00	0.00	331.46	331.46			
	04/20/21	04/20/21	VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	555,000.00	0.00	897.25	897.25			



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For the Month Ending April 30, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type	Trade	Settle	Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method
INTEREST											
	04/24/21	04/24/21	MORGAN STANLEY CORP NOTES DTD 04/24/2018 3.737% 04/24/2024	61744YAO1	325,000.00	0.00	6,072.63	6,072.63			
	04/24/21	04/24/21	BANK OF AMERICA CORP (CALLABLE) CORPORAT DTD 10/21/2020 0.810% 10/24/2024	06051GJH3	475,000.00	0.00	1,955.81	1,955.81			
	04/24/21	04/24/21	BANK OF NY MELLON (CALLABLE) CORP NOTES DTD 04/24/2020 1.600% 04/24/2025	06406RAN7	225,000.00	0.00	1,800.00	1,800.00			
	04/25/21	04/25/21	CITIGROUP INC CORP NOTES DTD 10/25/2013 3.875% 10/25/2023	172967HD6	325,000.00	0.00	6,296.88	6,296.88			
	04/25/21	04/25/21	BMWLT 2021-1 A3 DTD 03/10/2021 0.290% 01/25/2024	05591RAC8	175,000.00	0.00	63.44	63.44			
	04/25/21	04/25/21	BMWOT 2020-A A3 DTD 07/15/2020 0.480% 10/25/2024	09661RAD3	195,000.00	0.00	78.00	78.00			
	04/30/21	04/30/21	US TREASURY NOTES DTD 05/01/2017 2.000% 04/30/2024	912828X70	750,000.00	0.00	7,500.00	7,500.00			
Transaction Type Sub-Total					23,626,015.41	0.00	112,222.51	112,222.51			
MATURITY											
	04/26/21	04/26/21	GOLDMAN SACHS GROUP INC (CALLED, OMD 04/ DTD 01/26/2017 3.000% 04/26/2021	38141GWC4	175,000.00	175,000.00	2,625.00	177,625.00	1,921.50	0.00	
Transaction Type Sub-Total					175,000.00	175,000.00	2,625.00	177,625.00	1,921.50	0.00	
PAYDOWNS											
	04/01/21	04/25/21	FNA 2018-M5 A2 DTD 04/01/2018 3.560% 09/01/2021	3136B1XP4	31,174.76	31,174.76	0.00	31,174.76	(620.10)	0.00	
	04/01/21	04/25/21	FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.355% 07/01/2022	3137AVXN2	292.99	292.99	0.00	292.99	(1.08)	0.00	
	04/01/21	04/25/21	FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/01/2024	3137FO3V3	3,207.74	3,207.74	0.00	3,207.74	0.08	0.00	
	04/01/21	04/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	5,358.06	5,358.06	0.00	5,358.06	(33.39)	0.00	



Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2021**

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
PAYDOWNS											
	04/01/21	04/25/21	FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/01/2022	3136AEGO4	7,097.69	7,097.69	0.00	7,097.69	(92.99)	0.00	
	04/01/21	04/25/21	FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	72.33	72.33	0.00	72.33	0.00	0.00	
	04/15/21	04/15/21	HDMOT 2019-A A3 DTD 06/26/2019 2.340% 02/15/2024	41284WAC4	32,744.16	32,744.16	0.00	32,744.16	2.53	0.00	
	04/15/21	04/15/21	NALT 2019-B A3 DTD 07/24/2019 2.270% 07/15/2022	65478LAD1	43,609.69	43,609.69	0.00	43,609.69	2.48	0.00	
	04/15/21	04/15/21	HYUNDAI AUTO RECEIVABLES TRUST DTD 04/10/2019 2.660% 06/15/2023	44932NAD2	25,448.15	25,448.15	0.00	25,448.15	3.35	0.00	
	04/15/21	04/15/21	NAROT 2018-C A3 DTD 12/12/2018 3.220% 06/15/2023	65478NAD7	51,741.70	51,741.70	0.00	51,741.70	9.91	0.00	
	04/15/21	04/15/21	HART 2018-B A3 DTD 12/12/2018 3.200% 12/15/2022	44933AAC1	20,050.21	20,050.21	0.00	20,050.21	0.24	0.00	
	04/15/21	04/15/21	FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	21,763.69	21,763.69	0.00	21,763.69	4.78	0.00	
	04/15/21	04/15/21	NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	34,376.12	34,376.12	0.00	34,376.12	5.21	0.00	
	04/15/21	04/15/21	TOYOTA AUTO RECEIVABLES OWNER DTD 11/07/2018 3.180% 03/15/2023	89231PAD0	22,732.57	22,732.57	0.00	22,732.57	4.92	0.00	
	04/15/21	04/15/21	FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	47,994.05	47,994.05	0.00	47,994.05	8.08	0.00	
	04/15/21	04/15/21	FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	46,743.01	46,743.01	0.00	46,743.01	3.66	0.00	
	04/15/21	04/15/21	COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	17,277.75	17,277.75	0.00	17,277.75	3.50	0.00	
	04/15/21	04/15/21	ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	17,808.30	17,808.30	0.00	17,808.30	2.15	0.00	
	04/15/21	04/15/21	CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	20,080.29	20,080.29	0.00	20,080.29	2.74	0.00	
	04/15/21	04/15/21	CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	18,642.08	18,642.08	0.00	18,642.08	1.91	0.00	
	04/15/21	04/15/21	CARMAX AUTO OWNER TRUST DTD 10/24/2018 3.360% 09/15/2023	14315EAC4	17,992.51	17,992.51	0.00	17,992.51	0.16	0.00	



Managed Account Security Transactions & Interest

For the Month Ending April 30, 2021

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L	Realized G/L	Sale Method
Trade	Settle							Cost	Amort Cost	
PAYDOWNS										
04/15/21	04/15/21	HAROT 2018-4 A3 DTD 11/28/2018 3.160% 01/15/2023	43815AAC6	46,276.58	46,276.58	0.00	46,276.58	6.92	0.00	
04/16/21	04/16/21	GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	23,479.90	23,479.90	0.00	23,479.90	2.60	0.00	
04/16/21	04/16/21	GMCAR 2019-2 A3 DTD 04/17/2019 2.650% 02/16/2024	36257FAD2	28,512.50	28,512.50	0.00	28,512.50	2.32	0.00	
04/18/21	04/18/21	HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	8,883.44	8,883.44	0.00	8,883.44	0.24	0.00	
04/20/21	04/20/21	GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	11,602.11	11,602.11	0.00	11,602.11	1.82	0.00	
04/20/21	04/20/21	VALET 2018-2 A3 DTD 11/21/2018 3.250% 04/20/2023	92869BAD4	37,858.24	37,858.24	0.00	37,858.24	1.59	0.00	
Transaction Type Sub-Total				642,820.62	642,820.62	0.00	642,820.62	(676.37)	0.00	
SELL										
04/01/21	04/05/21	US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	690,000.00	700,269.14	2,287.29	702,556.43	22,829.30	13,650.72	FIFO
04/07/21	04/09/21	PEPSICO INC CORPORATE NOTES DTD 10/07/2020 0.400% 10/07/2023	713448FB9	100,000.00	100,348.00	2.22	100,350.22	405.00	395.42	FIFO
04/07/21	04/14/21	US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	200,000.00	202,906.25	756.22	203,662.47	6,546.88	3,857.11	FIFO
04/14/21	04/16/21	UNILEVER CAPITAL CORP CORPORATE NOTES DTD 09/14/2020 0.375% 09/14/2023	904764BJ5	125,000.00	125,321.25	41.67	125,362.92	481.25	449.98	FIFO
04/14/21	04/21/21	US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	350,000.00	354,949.22	1,450.28	356,399.50	11,320.31	6,573.34	FIFO
04/19/21	04/22/21	MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	175,000.00	179,534.25	2,045.31	181,579.56	5,694.50	4,934.62	FIFO
04/28/21	05/03/21	CITIGROUP INC CORP NOTES DTD 10/25/2013 3.875% 10/25/2023	172967HD6	325,000.00	353,307.50	279.86	353,587.36	(3,217.50)	2,696.97	FIFO
Transaction Type Sub-Total				1,965,000.00	2,016,635.61	6,862.85	2,023,498.46	44,059.74	32,558.16	



Managed Account Security Transactions & Interest

For the Month Ending **April 30, 2021**

CITY OF ANTIOCH, CA - 04380500

Transaction Type		Security Description	CUSIP	Par	Principal Proceeds	Accrued Interest	Total	Realized G/L Cost	Realized G/L Amort Cost	Sale Method			
Trade	Settle												
Managed Account Sub-Total					(27,178.88)	115,246.27	88,067.39	45,304.87	32,558.16				
Total Security Transactions					(\$27,178.88)	\$115,246.27	\$88,067.39	\$45,304.87	\$32,558.16				


Bolded items are forward settling trades.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Forrest Ebbs, Community Development Director 

SUBJECT: Amendments to the Zoning Ordinance Regarding Home Occupations

RECOMMENDED ACTION

It is recommended that the City Council adopt an ordinance amending Section 9-5.901 of the Antioch Municipal Code regarding Home Occupations.

DISCUSSION

The adoption of an ordinance requires two separate readings. The subject ordinance was introduced at the May 25, 2021, City Council meeting. This second reading will finalize the adoption of the ordinance.

At the introduction, the City Council requested that Section 9-5.901(C)(15) be eliminated. This provision would have allowed the Community Development Director to determine additional inappropriate uses to those identified in the section. This change has been made and is reflected in the attached Ordinance.

ATTACHMENT

A. Ordinance (as amended)

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO REPEAL
AND REPLACE ANTIOCH MUNICIPAL CODE SECTION 9-5.901 REGARDING
HOME OCCUPATIONS**

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

SECTION 1:

The City Council determined on May 25, 2021, that, the repeal and replacement of Antioch Municipal Code Section 9-5.901 does not constitute a project under the California Environmental Quality Act under the general rule that the incidental use of an existing residence for a home occupation does not have the potential to impact the environment.

SECTION 2:

At its regular meeting of May 19, 2021, the Planning Commission recommended the City Council adopt the Ordinance to repeal and replace Antioch Municipal Code Section 9-5.901 regarding home occupations.

SECTION 3:

The City Council finds that the public necessity, convenience, and general welfare require such changes to promote the efficient approval and appropriate operation of home occupations to foster economic development.

SECTION 4:

The replacement text shall read as follows:

§ 9-5.901 HOME OCCUPATION USE PERMITS.

- (A) Definition. A home occupation is a commercial or other activity conducted in a home by the resident thereof which activity is clearly incidental and secondary to the use of the home as a residence and which exhibits no external evidence of the activity and will not change the residential character of the dwelling.
- (B) Requirements. Home occupations are permitted within residential units, subject to the following restrictions:
 - (1) The home occupation shall be incidental and subordinate to the use as a residence.
 - (2) The appearance of the structure in no way shall be altered, nor shall the home occupation be conducted in a manner which would cause the residence to differ from its original residential character, either by the use of colors, materials, construction, lighting, or signs. There shall be no outside display or storage of goods or materials.

- (3) There shall be no significant interior physical alteration associated with the use of the dwelling for a home occupation.
 - (4) The use of a garage for the purpose of a home occupation shall not decrease the amount of enclosed off-street parking required for the residence.
 - (5) The occupation shall not create any noise, vibration, fumes, odors, dust, or electrical interference which is detectable to the normal senses:
 - (a) Off the lot if the occupation is conducted in a single-family dwelling unit; or
 - (b) Outside the dwelling unit if the occupation is conducted in other than a single-family dwelling unit.
 - (6) There shall be no excessive use of, or unusual discharge into, any one or more of the following utilities: water, sewers, electrical, garbage, or storm drains.
 - (7) Employees working or meeting at the site shall be limited to persons who reside in the unit and one nonresident, inclusive of all home occupation use permits issued for the premises.
 - (8) Delivery vehicles shall be limited to those types of vehicles which typically make deliveries to single-family neighborhoods, such as the United States Postal Service, United Parcel Service, pickup trucks, and light vans.
 - (9) Not more than one commercial vehicle, which shall be owned by the occupant of the home, shall be permitted, inclusive of all home occupations for the premises, the maximum payload size thereof not exceeding one-ton classification. No food trucks, utility trailers, cargo trailers, food trailers, or food carts shall be permitted.
 - (10) No customers or clients shall be permitted to visit the home at any time in conjunction with the home occupation, however, in-home music lessons, academic tutoring, or similar uses, shall be allowed for no more than six students total in any 24 hour period.
 - (11) The operator of a home occupation shall have received permission from the property owner, if applicable, for use of the property prior to initiation of the home occupation.
 - (12) All actions associated with the home occupation shall occur within a building located on the site.
 - (13) The operator of a home occupation shall comply with all applicable federal, state, and local regulations pertaining to the home occupation, including local health regulations.
- (C) Prohibited uses. Inappropriate home occupations shall include, but not be limited to, the following and similar types of uses:
- (1) Beauty parlors, barber shops and haircut salons.
 - (2) Retail sales.
 - (3) Restaurants.
 - (4) Funeral chapels, funeral homes, and taxidermists.
 - (5) Stables, kennels, animal boarding, and animal breeding, except dog fanciers, those holding multiple pet permits, and those holding kennel permits, as authorized by the Antioch Municipal Code.

- (6) Veterinary clinics.
- (7) Mechanical and automobile repair and servicing.
- (8) Cabinet shop, furniture manufacture, upholstery repair or similar uses requiring the use of electric saws, joiners, air compressors and similar tools.
- (9) Industrial manufacturing of any kind.
- (10) Repair of large appliances, internal combustion engines, automobiles or motorcycles at the home.
- (11) The use of yard space or any activity outside the main or accessory building which is not normally associated with a residential use.
- (12) Any use involving storage of hazardous chemicals or supplies not normally found at a private residence.
- (13) Bicycle, lawn mower or small engine repair or maintenance.
- (14) Welding, use of paint sprayers, compressors, etc.
- (D) Home Occupation Affidavit
 - (1) Prior to initiation of a Home Occupation, the operator, and also the property owner, if different, shall sign and submit an affidavit verifying and committing to continued compliance with the requirements identified in division (B) of this section. The applicant shall furthermore verify they have complied with all applicable federal, state and local regulations pertaining to the home occupation.
 - (a) A business license shall not be issued for a home occupation until and unless the signed home occupation affidavit is received.
 - (2) More than one home occupation may be allowed per household, provided each application can meet the requirements stipulated in division (B) of this section.
- (E) Enforcement Operation or initiation of a home occupation in violation of these provisions shall be subject to enforcement as prescribed in Chapter 1 of the Antioch Municipal Code.
- (F) Transferability. A home occupation use permit is not transferrable to another individual, business, or site. An existing home occupation may be changed by applying for a new business license under the requirements of this chapter.

SECTION 4:

This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

* * * * *

I HEREBY CERTIFY that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 25th day of May 2021, and passed and adopted at a regular meeting thereof, held on the 8th of June 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor of the City of Antioch

ATTEST:

City Clerk of the City of Antioch



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Thomas Lloyd Smith, City Attorney [TLS](#)

SUBJECT: Ordinance Proposing Amendments to the Antioch Municipal Code ("AMC") (1) To Expand the Definition of Smoking to Include the Use of E-Cigarettes and Smoking of Cannabis (AMC §6-8.02), and Delete the Existing Definition of Electronic Smoking Device (AMC §9-5.203) and (2) To Expand the Locations Where Smoking is Prohibited (AMC §6-8.04)

RECOMMENDED ACTION

It is recommended that the City Council waive the second reading and adopt the ordinance proposing amendments to the City's Municipal Code attached hereto as Attachment A. The proposed changes would:

- Expand the definition of smoking to include the use of e-cigarettes and smoking of cannabis by amending Antioch Municipal Code §6-8.02, as well as deleting the existing definition of electronic smoking device from Antioch Municipal Code §9-5.203 as no longer necessary.
- Expand the locations within the City where smoking is prohibited to include public and private parks as well as City-owned facilities by amending Antioch Municipal Code §6-8.04.

FISCAL IMPACT

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

DISCUSSION

The City Council previously considered the topics regulating vaping and e-cigarettes, additional locational restrictions on smoking at its February 16, 2021 meeting. The Council introduced an ordinance banning smoking, vaping, and cannabis use in public and private parks as well as public facilities at its May 25, 2021 meeting.

1. Smoking

Currently, the Antioch Municipal Code includes a definition of electronic smoking devices in Title 9, but regulates smoking in Title 5. The current definition of smoking does not include electronic smoking devices, more commonly referred to as e-cigarettes; furthermore, the use of e-cigarettes is generally referred to as vaping, not

smoking. Therefore, under the existing Municipal Code, there are no prohibitions or regulations related to e-cigarettes or vaping.

The proposed ordinance will modify Antioch Municipal Code §6-8.02 by expanding the existing definition of “smoking” to include vaping or other use of an e-cigarette. By adding this language, vaping will be prohibited in the same locations where smoking is prohibited.

The proposed ordinance will also include the smoking of cannabis within the definition of smoking and related restrictions.

The modification to §6-8.02 renders unnecessary the existing definition of electronic cigarettes in §9-5.203, which the proposed ordinance will delete.

2. Expand Locations Where Smoking is Prohibited

State law bans smoking, including vaping, in many locations. However, neither state law nor the City’s existing Municipal Code bans smoking in City-owned public parks or private parks. Based on City Council direction, the proposed ordinance would modify §6-8.04, which currently bans smoking in specified enclosed areas, to also ban smoking in all City-owned facilities as well as public and private parks, sports fields, and similar recreational areas.

ATTACHMENTS

A. Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING ANTIOCH MUNICIPAL CODE CHAPTER 8 OF TITLE 6 TO INCLUDE VAPING E-CIGARETTES AND SMOKING CANNABIS WITHIN THE EXISTING DEFINITION OF SMOKING; CHAPTER 8 OF TITLE 6 TO EXPAND THE LOCATIONS WHERE SMOKING IS PROHIBITED; AND CHAPTER 5 OF TITLE 9 TO DELETE THE EXISTING DEFINITION OF ELECTRONIC SMOKING DEVICE

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

SECTION 1.

The City Council has adopted various ordinances regarding smoking and tobacco, including prohibitions on where smoking is allowed and on tobacco retailers. The City Council, at its February 16, 2021 meeting considered options relating to smoking and vaping (including e-cigarettes), and a ban on additional locations where smoking is allowed.

SECTION 2. Modify the existing definition of “smoking” in Section 6-8.02 DEFINITIONS

SMOKING. The carrying or holding of a lighted pipe, cigar, or cigarette of any kind, or any other lighted smoking equipment or the lighting or emitting or exhaling the smoke of a pipe, cigar, or cigarette of any kind including, but not limited to, tobacco, cannabis, or any other weed or plant. Smoking shall also include the use, whether by vaping or other means, of an “electronic cigarette” or “e-cigarette” (such as an electronic and/or battery-operated device) the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances. “Electronic cigarette” or “e-cigarette” also includes any such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other similar product name or descriptor.

SECTION 3. Modify the title of Section 6-8.04 and add Section (A) (12)

§ 6-8.04 REGULATION OF SMOKING IN ENCLOSED AND OPEN PLACES.

(12) All City-Owned facilities and any area, public or private, open to the general public for recreational purposes, regardless of any fee or age requirement, including, but not limited to parklands, including portions of parks, such as picnic areas, playgrounds, or sports fields, walking paths, hiking trails, bike paths, athletic fields, skateboard parks, amusement parks, and beaches.

SECTION 4. Delete the existing definition of “electronic smoking device” in Section 9-5.203 DEFINITIONS

~~**ELECTRONIC SMOKING DEVICE.** An electronic device which can be used to deliver an inhaled dose of nicotine, or other substances (vaping), including any component, part, or accessory of such a device, whether or not sold separately.~~
~~**ELECTRONIC SMOKING DEVICE** includes any such electronic smoking device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor.~~

SECTION 5. Severability

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

SECTION 6. CEQA.

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

SECTION 7. Publication; Effective Date.

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

* * * * *

ATTACHMENT A

I HEREBY CERTIFY that the foregoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the ____ of May 2021, and passed and adopted at a regular meeting thereof held on the ____ of May 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



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Matthew Taylor, Water Treatment Supervisor

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

SUBJECT: Annual Water Treatment Chemicals Purchase

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving the joint agency cooperative purchase agreement for Water Treatment Plant chemicals for the period of July 1, 2021 through June 30, 2022, in the total amount not to exceed \$988,500, and
2. Authorizing the City Manager to execute the cooperative purchase agreement.

FISCAL IMPACT

Funding for this annual expenditure is allocated in the Water Enterprise Fund draft budget, in an amount not to exceed \$988,500.

DISCUSSION

The City of Antioch is a member of the Bay Area Chemical Consortium ("BACC") consisting of Antioch, Pittsburg, Martinez, and Diablo Water District. The BACC's purpose is to obtain the most competitive prices, while minimizing procurement costs and duplication of efforts. The BACC advertised a request for proposal to provide water and wastewater chemicals for the period of July 1, 2021 through June 30, 2022; See Attachment B (Bid Tabulation) and Exhibits 1-5. Although jointly bid, the chemical products are delivered and invoiced separately to the respective cities. The City of Antioch purchases chemical products within the North Bay only and will be purchasing from Thatcher Company of California, Inc., Industrial Solutions Services and Univar Solutions USA, Inc. Products must comply with all applicable Federal and State of California drinking water laws and regulations and meet or exceed all terms and conditions specified in the bid.

ATTACHMENTS

- A. Resolution
- B. Bid Tabulations
 - Exhibits 1-5

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING
THE CITY MANAGER TO APPROVE CHEMICAL PURCHASE ORDERS WITH
THATCHER COMPANY OF CALIFORNIA, INC., INDUSTRIAL SOLUTIONS
SERVICES, AND UNIVAR SOLUTIONS USA, INC.**

WHEREAS, the City of Antioch is member of the Bay Area Chemical Consortium (BACC), a cooperative of municipalities that work jointly to obtain more competitive prices for water and wastewater chemical products;

WHEREAS, the City of Antioch will benefit from the supply and delivery of water and wastewater chemical products that comply with all applicable Federal and State of California drinking water laws, and related cost savings through membership; and

WHEREAS, BACC solicited distinct bids for Aluminum Sulfate (44%-49% Liquid Solution), Hydrofluorosilicic Acid (23% Solution), Ammonium Sulfate (40% Liquid Solution), Sodium Hypochlorite (12.5%), and Sodium Hydroxide (50% Caustic), and the chemical suppliers noted in the Bid Tabulation (Attachment B) submitted the lowest unit prices per chemicals.

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

- 1) Approves the joint agency cooperative purchase agreement for Water Treatment Plant chemicals for the period of July 1, 2021 through June 30, 2022, in the total amount not to exceed \$988,500, and
- 2) Authorizes the City Manager to execute the cooperative purchase agreement with:
 - Thatcher Company of California, Inc. for Aluminum Sulfate, \$347,000
 - Industrial Solutions Services for Ammonium Sulfate, \$64,800
 - Thatcher Company of California, Inc. for Hydrofluorosilicic Acid, \$74,700
 - Univar Solutions USA, Inc. for Sodium Hydroxide, \$272,000, and
 - Univar Solutions USA, Inc. for Sodium Hypochlorite, \$229,800

* * * * *

RESOLUTION NO. 2021/**

June 8, 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 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT 'B'

BAY AREA CHEMICAL CONSORTIUM (BACC)

Bay Area Clean Water Agencies
 Bid Results for Project 01-2021 ALUMINUM SULFATE
 Issued on 03/18/2021
 Bid Due on April 15, 2021 4:00 PM (PDT)
 Exported on 04/15/2021

***Lowest responsive bid**

Description:	ALUMINUM SULFATE 44%-49% Liquid Solution			
Service Area:	North Bay	Sacramento	South Bay	Tri Valley
Unit of Measure:	gal	gal	gal	gal
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid
USALCO LLC	no bid	no bid	no bid	no bid
*Thatcher Company of California, Inc.	0.7380	0.6750	0.8270	0.7380
Chemtrade Chemicals, LLC US	0.8397	0.8397	0.8397	0.8397
TR International Trading Company	1.4800	1.5200	1.4300	1.4400

City of Antioch FY 2020/21 Purchase Amount: \$347,200

Description:	HYDROFLUOROSILICIC ACID 23% SOLUTION		
Service Area:	North Bay	Sacramento	South Bay
Unit of Measure:	gal	gal	gal
*Thatcher Company of California, Inc.	3.11		

* no other bids

City of Antioch FY 2020/21 Purchase Amount: \$74,700

Description:	AMMONIUM SULFATE 40% Liquid Solution		
Service Area:	East Bay	North Bay	South Bay
Unit of Measure:	gal	gal	gal
BIDDERS:			
Univar Solutions USA Inc.	no bid	no bid	no bid
*Industrial Solution Services	1.3500	1.3500	1.3500
Hill Brothers Chemical Co.	1.6900	1.7200	2.0700

City of Antioch FY 2020/21 Purchase Amount: \$64,800

Description:	SODIUM HYPOCHLORITE 12.5%							
Service Area:	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley
Unit of Measure:	gal	gal	gal	gal	gal	gal	gal	gal
BIDDERS:								
*Univar Solutions USA Inc.	\$0.71240	\$0.71550	\$0.76910	\$0.73660	\$0.74600	\$0.85880	\$0.73770	\$0.70150
Olin Corporation	\$0.78900	\$0.70400	\$0.77900	\$0.73900	\$0.73900	\$0.75400	\$0.76900	\$0.70400

City of Antioch FY 2020/21 Purchase Amount: \$229,800

Description:	SODIUM HYDROXIDE 50% (Caustic)					
Service Area:	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Sacramento	Tri Valley
Unit of Measure:	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
BIDDERS:						
Univar Solutions USA Inc.	\$461.8500	\$416.3500	\$447.2800	\$402.9900	\$436.4400	\$416.8300
Olin Corporation	\$690.0000	\$440.0000	\$450.0000	\$680.0000	\$710.0000	\$440.0000

City of Antioch FY 2020/21 Purchase Amount: \$272,000



May 5, 2021

Thatcher Company of California, Inc.

Attn: Craig N. Thatcher

PO Box 27407

Salt Lake City, UT 84127-0407

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 01-2021 for Supply and Delivery of ALUMINUM SULFATE.

Dear Mr. Thatcher

We are pleased to advise you that the bid submitted by Thatcher Company of California, Inc. for Bid No. 01-2021 was determined to be the lowest responsive bid for the supply and delivery of ALUMINUM SULFATE during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Thatcher Company of California, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

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

Jennifer Dymment

Assistant Executive Director

BACWA.org

as Coordinating Agency for the Bay Area Chemical Consortium

Exhibit 2

Thatcher Company of California, Inc.

May 13, 2021

Tim Coley and Matthew Taylor
Antioch, City of
PO Box 5007
Antioch, CA 94531

Dear Tim and Matthew :

Please find your current price schedule below

Product #	Product Name	Measure	From	To	Current Price	Future Price	Effective Date
0800712	Hydrofluorosilicic Acid 23%	1 G BULK	4000	99999	\$3.1100 Per G		

Payment terms: 30 days from the shipping date

Freight terms: Prepaid

Minimum Order quantity: 4000 gallons

Lead Time: 5+ business days from order processed preferred

Term: Valid for shipments through 6/30/2022

Please confirm prices when placing orders



May 5, 2021

Industrial Solutions Services

Attn: Allen Armstrong
215 N Second Ave, Suite A
Upland, CA 91786

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 02-2021 for Supply and Delivery of AMMONIUM SULFATE.

Dear Mr. Armstrong,

We are pleased to advise you that the bid submitted by Industrial Solutions Services for Bid No. 02-2021 was determined to be the lowest responsive bid for the supply and delivery of AMMONIUM SULFATE during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Industrial Solutions Services for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", with a long horizontal stroke extending to the right.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium



May 5, 2021

Univar Solutions USA Inc.

Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2021 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in Central Valley, Marin Sonoma Napa, North Bay, South Bay and Tri Valley regions.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 13-2021 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% during the period July 1, 2021 through June 30, 2022.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", is written over the printed name.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium



May 5, 2021

Univar Solutions USA Inc.

Attn: Jennifer Perras
8201 S 212th St.
Kent, WA 98032

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 12-2021 for Supply and Delivery of SODIUM HYDROXIDE.

Dear Ms. Perras,

We are pleased to advise you that the bid submitted by Univar Solutions USA Inc. for Bid No. 12-2021 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYDROXIDE during the period July 1, 2021 through June 30, 2022 for all regions.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Univar Solutions USA Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

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

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 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 JS

SUBJECT: Project List for Fiscal Year 2021/22 Road Maintenance and Rehabilitation Account ("RMRA")

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution approving and adopting a list of projects for submittal to the California Transportation Commission for fiscal year 2021/22 that are eligible for funding by SB 1: the Road Repair and Accountability Act of 2017.

FISCAL IMPACT

The City is expected to receive approximately \$2,161,542 in Road Maintenance and Rehabilitation Account ("RMRA") funds in fiscal year 2021/22. Approval of the attached Resolution is required to receive the RMRA funds.

DISCUSSION

On April 28, 2017, the Governor signed Senate Bill SB 1 (Beall, Chapter 5, Statutes of 2017), which is known as the Road Repair and Accountability Act of 2017. To address basic road maintenance, rehabilitation and critical safety needs on both the state highway and local streets and road system, SB 1 increases per gallon fuel excise taxes; increases diesel fuel sales taxes and vehicle registration fees; and provides for inflationary adjustments to tax rates in future years.

SB 1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, statute requires cities and counties to provide basic annual RMRA project reporting to the California Transportation Commission (the "Commission").

The City must submit a list of projects proposed to be funded with RMRA funds to the Commission prior to receiving an apportionment of funds in a fiscal year. The project list does not limit the flexibility of the City to fund projects in accordance with its local needs so long as the projects are consistent with RMRA priorities. All projects proposed to receive funding must be included in the City's budget that is adopted by the City Council at a regular public meeting.

At this time, the following projects will be included in the list submitted to the California Transportation Commission for RMRA Projects:

- L Street Improvements – consisting of installation of complete streets features such as sidewalks and bike lanes, roadway widening, installation of landscaped medians, and repair of the existing pavement on L Street from Highway 4 to the Antioch Marina.
- Pavement Surface Treatments – consisting of cape seals, micro-surfacing, and other pavement maintenance treatments on:
 - Area 1 - Cache Peak Way; Cougar Peak Way; Cougar Peak Ct.; Belford Peak, Sheffels Peak Ct.; Massive Peak Way; Crestone Needle Way/Massive Peak; Hunter Peak Ct.; Blackburn Peak; Matterhorn Ct.; Matterhorn Way; Crestone Needle Way/Matterhorn Way; Crestone Peak Ct.; Wexler Peak; Snowmass Peak Ct.; Shavano Peak Ct.; Torreys Peak Ct.; Belford Peak Ct.
 - Area 2 - Burwood Way; Wildflower; Hastings Ct; Eastbourne Ct, Barmouth Dr; Basalt Ct; Barmouth Ct; Myrtlewood Ct; Laurelwood Ct; Coyote Ct; Badger Way; Halite Way; Serpentine Dr; Basalt Way; Roanwood Ct; Bluejay Dr.
 - Area 3 – Sunset Dr.; E. Tregallas; Center Ln.; Cavallo Rd.; Nora Lee Ct.
 - Area 4 – Rockford Dr.; Rocky Point; Flintrock Dr.; Clay Ct.; Redstone Ct.; Stoney Ct.; Limestone Dr.; Rock Ct.; Jarosite Ct.; Hawk Ct.; Moraine Way & Ct.; Hailstone Way; Caldera Way; Felsite Ct.; Niccolite Ct.; Bole Ct.; Bedrock Way & Ct.; Barmouth Dr.

ATTACHMENTS

A: Resolution

ATTACHMENT "A"

RESOLUTION NO. 2021/**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2021/22 TO BE FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide;

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Antioch are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year;

WHEREAS, the City of Antioch must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account ("RMRA"), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement;

WHEREAS, the City of Antioch, will receive an estimated \$2,161,542 in RMRA funding in Fiscal Year 2021-22 from SB 1;

WHEREAS, this is the fifth year in which the City of Antioch is receiving SB 1 funding, which will enable the City of Antioch to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and provide increased access and mobility options for the traveling public that would not have otherwise been possible without SB 1;

WHEREAS, the City of Antioch has received public input into our community's transportation priorities/project list;

WHEREAS, the City of Antioch used a pavement management system to develop the SB 1 project list to ensure that revenues are being used on the most high-priority and cost-effective projects that also align with the community's priorities for transportation investment;

WHEREAS, the funding from SB 1 will help the City of Antioch maintain and rehabilitate many roads throughout the City of Antioch this year; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, and investment in complete streets infrastructure, will have significant positive co-benefits statewide.

RESOLUTION NO. 2021/**

June 8, 2021

Page 2

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

1. The foregoing recitals are true and correct.
2. The following proposed projects will be funded in-part or solely with fiscal year 2021/22 Road Maintenance and Rehabilitation Account revenues:
 - L Street Improvements – consisting of installation of complete streets features such as sidewalks and bike lanes, roadway widening, installation of landscaped medians, and repair of the existing pavement on L Street from Highway 4 to the Antioch Marina; and
 - Pavement Surface Treatments – consisting of cape seals, micro-surfacing, and other pavement maintenance treatments on:
 - Area 1 - Cache Peak Way; Cougar Peak Way; Cougar Peak Ct.; Belford Peak, Sheffels Peak Ct.; Massive Peak Way; Crestone Needle Way/Massive Peak; Hunter Peak Ct.; Blackburn Peak; Matterhorn Ct.; Matterhorn Way; Crestone Needle Way/Matterhorn Way; Crestone Peak Ct.; Wexler Peak; Snowmass Peak Ct.; Shavano Peak Ct.; Torreys Peak Ct.; Belford Peak Ct.
 - Area 2 - Burwood Way; Wildflower; Hastings Ct; Eastbourne Ct., Barmouth Dr.; Basalt Ct.; Barmouth Ct.; Myrtlewood Ct.; Laurelwood Ct.; Coyote Ct.; Badger Way; Halite Way; Serpentine Dr.; Basalt Way; Roanwood Ct.; Bluejay Dr.
 - Area 3 – Sunset Dr.; E. Tregallas; Center Ln.; Cavallo Rd.; Nora Lee Ct.
 - Area 4 – Rockford Dr.; Rocky Point; Flintrock Dr.; Clay Ct.; Redstone Ct.; Stoney Ct.; Limestone Dr.; Rock Ct.; Jarosite Ct.; Hawk Ct.; Moraine Way & Ct.; Hailstone Way; Caldera Way; Felsite Ct.; Niccolite Ct.; Bole Ct.; Bedrock Way & Ct.; Barmouth Dr.

* * * * *

RESOLUTION NO. 2021/**

June 8, 2021

Page 3

I HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of the City of Antioch at a regular meeting thereof; held on the 8th day of June 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Carlos Zepeda, Deputy Public Works Director

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

SUBJECT: Consideration of Proposals for On Call Street Light and other Electrical Repair Services, Proposal No. 968-0429-21A Award

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Awarding the Maintenance Services Agreement ("Agreement") for On Call Street Light and other Electrical Services agreement to DC Electric Group, Inc.,
2. Approving an Agreement with DC Electric Group Inc. in an amount not to exceed \$400,000 per fiscal year, from FY 2021-22 through FY 2023-24, with the option to extend an additional two years, i.e.: FY 2024-25 and FY 2025-26, for a total contract amount not to exceed \$2,000,000; and
3. Authorizing the City Manager to execute the Agreement.

FISCAL IMPACT

Funding for this agreement is allocated primarily in the General Fund. Street Lighting, Landscape and Maintenance District (SLLMD) funds, Water and Wastewater Enterprise funds will be used depending on the location and nature of the work. Funding for this agreement in fiscal year 2021/22 and 2022/23 is accounted for in the various proposed budgets.

DISCUSSION

The City of Antioch contracts for electrical services on an as needed basis for street and park light repairs caused by vandalism, vehicle accidents and routine maintenance. This contract also provides for electrical repairs in City buildings that require a certified electrician and cannot be executed by City staff.

The Public Works Department published the On Call Street Light and Other Electrical Repair Services Request for Proposals on April 7, 2021. The proposal closed on April 29, 2021. The proposal was distributed via the Local newspaper, a builder's exchange email

list, on the City's website and sent directly to eight contractors. Public Works received four qualified and competitive proposal submittals.

DC Electric Group Inc. of Pacheco was selected as the contractor offering the best value to the City. Due to the variety of electrical issues that the City encounters on a regular basis such as street light repairs, facility electrical maintenance and upgrades, staff is recommending approval to enter into an agreement with DC Electric Group Inc.

ATTACHMENTS

- A. Resolution
- B. Maintenance Service Agreement

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AWARDING THE ON CALL STREET LIGHT AND OTHER ELECTRICAL
REPAIR SERVICES AGREEMENT TO DC ELECTRIC GROUP, INC.,
APPROVING AN AGREEMENT FOR \$400,000 PER FISCAL YEAR AND
A TOTAL CONTRACT AMOUNT NOT TO EXCEED \$2,000,000.00, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, on April 7, 2021, the City published the On Call Street Light and Other Electrical Repair Services Request for Proposal publicly and the Proposal closed on April 29, 2021;

WHEREAS, on April 29, 2021, four (4) proposals were received by the Public Works Department; and

WHEREAS, after careful review of each proposal submittal and reference checks, DC Electric Group Inc. has been chosen as the contractor which is the most qualified and provides the best value to meet the City's needs.

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

1. Awards the Maintenance Service Agreement ("Agreement") for On Call Street Light and other Electrical Services to DC Electric Group, Inc.;
2. Approves an Agreement with DC Electric Group Inc., in substantially the form attached as Exhibit B, in an amount not to exceed \$400,000 per fiscal year, from FY 2021-22 through FY 2023-24, with the option to extend an additional two years, i.e.: FY 2024-25 and FY 2025-26, for a total contract amount not to exceed \$2,000,000; and
3. Authorizes the City Manager to execute the Agreement in a form approved by the City Attorney.

* * * * *

RESOLUTION NO. 2021/**

June 8, 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 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTACHMENT "B"

CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT FOR ON CALL STREET LIGHT AND OTHER ELECTRICAL REPAIR SERVICES WITH DC ELECTRIC GROUP INC.

1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this *****INSERT DAY***** day of *****INSERT MONTH*****, *****INSERT YEAR***** ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and DC Electric Group, Incorporated, with its principal place of business at 112 Central Avenue, Pacheco, CA 94553 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing **On Call Street Light and Other Electrical Repair Services** to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the **On Call Street Light and Other Electrical Repair Services, Proposal No. 968-0429-21A** project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **On Call Street Light and Other Electrical Repair Services** necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Time of Performance

The term of this Agreement shall be from **July 1, 2021** to **June 30, 2024**, with the option to extend an additional two years, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

3.2 **Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates the Deputy Public Works Director, **Carlos Zepeda**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **John Abraham**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8)

hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-

discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance. Contractor shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under Exhibit "D" (Insurance Requirements), attached hereto and incorporated herein by this reference. In addition, Contractor shall not

allow any subcontractor to commence work on any subcontract until it has secured all insurance required therein.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "D" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a

California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed Four Hundred Thousand Dollars (\$400,000.00) per Fiscal Year, with the option to extend an additional two fiscal years, for a total contract amount not to exceed Two Million Dollars, (\$2,000,000.00) without written approval of City's Deputy Public Works Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within thirty (30) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.5 California Labor Code Requirements

a. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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.

b. 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 Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, 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.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.4.4 Agreement Subject to Appropriation of Funds. The Contractor understands and accepts that at all times; the Agreement is subject to appropriation of funds by the Antioch City Council. The Agreement may terminate without penalty, liability or expense of any kind to the City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated. The City has no obligation to make appropriations for the Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

3.5 General Provisions.

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

Contractor:

John Abraham
P.O. Box 7525
Cotati, CA 94931

City:

Public Works Department
Carlos Zepeda
City of Antioch
P. O. Box 5007
Antioch, CA 94531-5007

City:

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

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

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury 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 alleged acts, errors or omissions of Contractor, its officials, officers,

employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against City or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Contra Costa County, California. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Wage Theft Prevention.

3.5.19.1 Contractor, and any subcontractor it employs to complete work under this Agreement, shall comply with all applicable federal, state and local wage and hour laws. Applicable laws may include, but are not limited to, the Federal Fair Labor Standards Act and the California Labor Code.

3.5.19.2 BY SIGNING THIS AGREEMENT, CONTRACTOR AFFIRMS THAT IT HAS DISCLOSED ANY FINAL JUDGMENTS, DECISIONS OR ORDERS FROM A COURT OR INVESTIGATORY GOVERNMENT AGENCY, FINDING IN THE FIVE (5) YEARS PRIOR TO EXECUTING THIS AGREEMENT THAT CONTRACTOR OR ITS SUBCONTRACTORS HAS VIOLATED ANY APPLICABLE WAGE AND HOUR LAWS. CONTRACTOR FURTHER AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) HAS EITHER FULLY SATISFIED EACH JUDGMENT, DECISION OR ORDER, OR, IF ANY JUDGMENT, DECISION OR ORDER HAS NOT BEEN FULLY SATISFIED, CONTRACTOR AFFIRMS THAT IT OR ITS SUBCONTRACTOR(S) IS CURRENTLY SATISFYING SAID JUDGMENT, DECISION OR ORDER THROUGH A PAYMENT OR ALTERNATIVE PLAN APPROVED BY THE APPLICABLE COURT/GOVERNMENT AGENCY AND THAT CONTRACTOR OR ITS SUBCONTRACTOR(S) ARE IN COMPLIANCE WITH SAID PLAN AS OF THE DATE OF EXECUTING THIS AGREEMENT.

3.5.19.3 If at any time during the term of this Agreement, a court or investigatory government agency issues a final judgment, decision or order finding that Contractor or a subcontractor it employs to perform work under this Agreement has violated any applicable wage and hour law, or Contractor learns of such a judgment, decision, or order that was not previously disclosed in its bid/proposal, Contractor shall inform the City no more than fifteen (15) calendar days after the judgment, decision or order becomes final or from the date of learning of the final judgment, decision or order. Contractor or its subcontractor(s) shall, within thirty (30) calendar days after notifying the City, either (i) fully satisfy any such judgment, decision, or order and provide the City with documentary evidence of satisfying said judgment, decision or order; or (ii) provide the City documentary evidence of a payment or other alternative plan approved by the court/government agency to satisfy the judgment, decision or order. If the Contractor or its subcontractor is subject to a payment or other alternative plan, the Contractor or its subcontractor shall continue to submit documentary evidence every thirty (30) calendar days during the term of the Agreement demonstrating continued compliance with the plan until the judgment, decision or order has been fully satisfied.

3.5.19.4 For purposes of this Section, a "final judgment, decision, or order" refers to one for which all appeals have been exhausted or the time period to appeal has expired. Relevant investigatory government agencies include: the United States Department of Labor, the California Division of Labor Standards Enforcement, the City, or any other governmental entity or division tasked with the investigation and enforcement of wage and hour laws.

3.5.19.5 Failure to comply with any part of this Section constitutes a material breach of this Agreement. Such breach may serve as a basis for immediate termination of this Agreement and/or any other remedies available under this Agreement and/or law.

3.5.19.6 Notice provided to the City shall be addressed to: Attention: City Manager, P. O. Box 5007, Antioch, CA 94531-5007. The Notice provisions of this Section are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the above address satisfies the notice requirements in this Section.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE CITY OF ANTIOCH
AND DC ELECTRIC GROUP INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 9th day of June, 2021.

CITY OF ANTIOCH

Approved By:

Rowland E. Bernal Jr.
City Manager

ATTEST:

Elizabeth Householder
City Clerk

Approved As To Form:

Thomas Lloyd Smith
City Attorney

DC Electric Group Inc.

Signature

Name

Title

EXHIBIT "A"

SCOPE OF SERVICES

II SPECIFICATIONS

The City of Antioch is requesting proposals for On Call Electrical Repair Services to the City's streetlights, park lights, parking lots, City facilities, and other miscellaneous electrical services/repairs city wide. Contractor must submit data on all line items in the proposal submittal worksheet parts A, B and C as well as attachment A.

1. STATEMENT OF WORK

The purpose of this contract is to maintain the City's streetlights and safety light systems City wide to operate in the manner that they were originally intended, or as later modified, so as to provide safety lighting to the City's streets and public facilities. In general, the work to be done consists of providing streetlight maintenance and repairs, as well as responding to emergency calls for service, service calls to the City's building facilities both interior and exterior within the City of Antioch.

It is imperative that all equipment in the City's respective systems be serviceable and in operation at all times, 24 hours a day, seven days a week. To insure this continuous and uninterrupted operation of equipment, service calls and emergency calls shall be answered promptly, and extraordinary effort shall be exerted by the Contractor to render this service.

The Contractor shall ensure that all streetlights and safety lights are serviced and repaired in an operable and safe condition. Furthermore, the Contractor shall provide a full range of lighting maintenance services which include 24 hours/7 days a week emergency response service and respond to all reported lights out on all City streets and facilities covered under this service Agreement. The Contractor shall provide support for any modernization or system, equipment, or proposed lighting upgrades at no extra cost to the City.

The selected Contractor shall furnish all tools, equipment, workshop facilities, transportation, labor, parts, and materials and perform all work necessary to maintain in good quality and operation all streetlights and safety lights within the City. All work performed or equipment and parts supplied by the Contractor shall be subject to inspection and approval of the Public Works Director or his designee. Failure to pass inspection on any maintenance, repair, or service item shall result in non-payment for that item until such time that the Contractor can present the item to the City in an acceptable form. Please note, the City provides street light poles, cobra heads, decorative light fixtures, lamps, ballasts & photocells.

All other incidental parts and materials needed for service calls and repairs will be provided by the Contractor. Markup of parts and materials may not exceed 10% of price paid by Contractor and markup price must be listed on all invoices sent to the City for payment.

a) Routine Service Work Order Requests

Routine Service Call Requests shall include but not limited to the following items to ensure the roadways, parking lots, City facilities, and parks are properly illuminated:

- Replace lamps that have become inoperative by virtue of burnout. Replacement lamps shall be provided by the City.
- Replace (photoelectric cells, ballasts) provided by the City, Contractor will supply fuses, igniters, hf generators, sockets and all other integral parts that have become inoperative from normal deterioration with either a like item or a selected upgrade approved by the City.
- Cleaning of lenses and shrouds when burned out lamps are replaced.
- Minor trimming of trees below the light fixture for the purpose of allowing a reasonable amount of light to be let through. Trimming is limited to within three (5) feet of the bottom of the fixture.
- Remove and Replace rundown street-light poles due to accidents. All fixtures removed are the property of the City and may be recycled back into service after defective lighting components are replaced and/or refurbished. If a pole is joint use i.e. not City owned, specific procedures for knockdowns are to be coordinated by the Contractor with the City and utility provider that owns the pole. The utility provider may choose to replace joint use poles and electrical service, while the Contractor will replace the streetlight or public facility light and bracket. If coordination

with the utility provider is necessary to complete this work, at the City's direction the Contractor will provide this coordination at no extra cost to the City.

b) Unscheduled/Emergency Maintenance

Emergency Maintenance, which is comprised of regular maintenance and emergency response, shall be performed by the Contractor selected as a result of this proposal. Work in this category is considered to be a safety concern. Responsive maintenance and emergency repairs to damaged streetlights and public facilities lights shall be performed by the Contractor at the direction of the Public Works Director or his designee and shall constitute work made necessary due to damage to streetlights and public facilities lights by collision, acts of nature, or vandalism. Example of situations that would require an emergency response include, but are not limited to streetlight knockdowns, a block of streetlights out-of-service, power failure at City facility and backup generator does not kick on or other repairs designated as an emergency response by the City.

Occasionally, the Contractor may be called to respond to accident sites, disconnect power, secure the site for public safety, take down damaged poles or pick up a knocked down light. The Contractor shall furnish a price for performing this work both during normal working hours and during weekends, holidays, or other off-hours. The Contractor shall also furnish a price for reinstalling knockdowns.

The Contractor shall make immediate maintenance calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency exceed one (1) hour from the time of notification.

Emergency Maintenance calls may include, but is not limited to, the following items of work that shall be performed when necessary and charged as "Additional Work" after written approval from the Public Works Director:

- Rewiring and cable pulling
- Concrete and foundation repairs
- Streetlight pole or equipment replacement
- Replacement of lamps and/or photoelectric cells
- Other streetlight and/or public facilities lights related work

c) Scheduled/As-Required Maintenance

Scheduled/As-Required Maintenance, consists of regular maintenance work. Maintenance and repair requests made by the City that are not critical, or the work involved is of such a nature as to require advance scheduling, shall be completed on an "as needed" basis. Examples of Scheduled/As-Required Maintenance include but are not limited to, major equipment repair/replacement, permanent replacement of knockdowns, major rewiring, and general maintenance of streetlights and public facilities lights and electrical service. In no event will scheduled as required work be considered overtime without prior approval of the Public Works Director or his designee.

d) Extra Work

The City may request extra work within certain total contract expenditure limits by the selected Contractor. Extra Work includes any special work not covered above as routine service or maintenance calls. During the course of the agreement, the City may also solicit quotes from other Contractors for Extra Work and employ their services for said work. In no event will extra work as requested by the City work be considered overtime without prior approval of the Public Works Director or his designee.

e) Required Response Times

Emergency Response time is to not exceed one (1) hour. This item is considered to be an immediate safety concern. When notified by the City to respond to an emergency situation, the Contractor shall be at the site in one (1) hour or less from the time of notification. Examples of a situation that would require an emergency response include but are not limited to streetlight or safety

light knockdown, block of streetlights out-of-service, or other repairs designated emergency response by the City. The Contractor shall maintain a twenty-four (24) hour per day emergency service for the replacement of burned out lamps. The Contractor shall maintain a local telephone number where he can be reached twenty-four (24) hours per day. This telephone number shall be made available to the Public Works Department and the City of Antioch Police Department. The Contractor shall make immediate service calls when notified by the City and informed that the call is an emergency. In no instance shall the response time to an emergency call exceed one (1) hour from the time of notification.

f) Standard Response

This item is considered important but not an immediate safety concern. Maintenance and repair requests made on a regular basis shall be responded to within seven (5) calendar days of notification. In no event will regular response work be considered overtime without prior approval of the Public Works Director or his designee. An example of work that would require a regular response includes but is not limited to streetlight and safety light outages.

g) Scheduled/As-Required Response

Maintenance and repair requests made by the City that are not critical or the work involved is of such nature as to require advance scheduling shall be completed on an "As-Required" basis at a schedule that is mutually agreed upon. Work authorization of this type shall include but not be limited to major equipment repair/replacement, permanent replacement of knockdowns, major rewiring, and upgrades to electrical panels/services.

2. CONTRACTOR REQUIREMENTS

a.) Contractor shall provide all labor and equipment, trained personnel and supplies necessary to provide the services specified in this RFP. The Contractor shall provide an experienced, competent Superintendent who will be responsible for effectively supervising all work in progress. In addition to supervision of work in progress, the Superintendent must be capable of instructing his subordinates in correct and proper maintenance and safety techniques.

The Contractor shall employ competent, experienced electricians and streetlight technicians qualified in repair or trouble detection of the City's lighting equipment and electrical system. If any subcontractor, Superintendent, Foreman, laborer, or other person employed or associated with the Contractor appears to City staff to be intemperate, incompetent, troublesome, or otherwise undesirable to be employed on the work site, the employee shall be immediately removed from the work site at the request of the Public Works Director or his designee.

The Contractor shall be responsible for providing all necessary traffic control equipment in all construction or maintenance zones per Part 6 of the California MUTCD most recent edition, or as determined by the Public Works Director or his designee to be required to give adequate warning of any dangerous conditions that may be encountered, prevent accidents, and avoid damage or injury to the public. In addition, whenever it is necessary to block any traffic lanes to complete any portion of the work, at least one (1) lane of traffic shall be kept open in each direction at all times. On major arterials, lane closures shall be avoided on weekdays between 7:00 a.m. and 9:00 a.m. and between 3:00 p.m. and 6:00 p.m., unless approved in advance by the Public Works Director or his designee. Emergency repairs shall be made whenever required and are not subject to the aforementioned time restrictions.

The Contractor shall conduct his operations in order to minimize obstruction and inconvenience to public travel. At no time shall the Contractor be allowed to stop work for the purposes of a "coffee break" when the public right-of-way is impeded unless the work being done requires more than four (4) hours to complete.

Whenever the Contractor's operations create a condition hazardous to traffic or to the public, he shall furnish and maintain, as necessary, fences, barricades, lights, signs, safety cones, and other devices per Part 6 of the California MUTCD most recent edition, or as determined by the Public Works Director

or his designee to be required to give adequate warning of any dangerous conditions that may be encountered, prevent accidents, and avoid damage or injury to the public.

Failure on the part of the Contractor to provide adequate signing and barricading will be the authority for the City to provide such protection as is necessary by City forces or independent contractor. All work shall be stopped, and the job site shall be vacated until the situation is remedied. All costs of protection so provided shall be deducted from the routine maintenance charges of the Contractor until the bill is satisfied. Repetitive failure shall be sufficient cause for the City to cancel the Agreement.

The Contractor shall possess an active, valid Class C-10, Contractor's license from the State of California for the entire duration of the contract agreement.

The Contractor shall be knowledgeable of matters pertaining to streetlights and public facility lighting such as energy efficiency, light pollutions and applicable ordinances, types of lighting and their applications and the latest technology as well as applicable municipal and financial processes in the State of California.

The Contractor shall be established and in place to perform this contract with a minimum of five (5) years related experience.

Should construction be underway by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be underway by other forces within or adjacent to the said limits, the Contractor shall cooperate with all other contractor's or other forces to the end that any delay, duplication, or hindrance to their work shall be avoided.

The Public Works Director or his designee shall have access at all times to work completed or in progress and shall be furnished with all reasonable means and facilities for ascertaining the progress of work and the quality of the materials used. All work performed and all materials furnished shall be subject to the Public Works Director or his designee's inspection and approval. Any item not meeting the Public Works Director or his designee's complete satisfaction shall be replaced immediately.

Inspection of work shall not relieve the Contractor of any obligation to fulfill the contract as prescribed. Defective work or materials shall be made good, and unsuitable material may be rejected notwithstanding the fact that such defective work and unsuitable materials have been previously inspected by the Public Works Director or his designee and accepted.

All work, which is determined by the Public Works Director or his designee to be defective in its construction or is deficient in any way, shall be remedied or removed by the Contractor at his expense in a manner acceptable to the City.

The Public Works Director or his designee shall decide all questions that may arise regarding the quality or acceptability of materials furnished or work performed, the manner of performance and rate of progress of the work, and the acceptable fulfillment of the contract. The Public Works Director's or his designee's decision shall be final.

City's Right to Cure Contractor's Defaults. If the Contractor shall default or neglect to carry out any of his obligations under this contract and fail within fifteen (15) days after receipt of written notice from the City to the Contractor to commence and continue correction of such default or neglect to remedy Contractor's deficiencies with diligence and promptness, the City may, without prejudice to any other remedy or right it may have, make good such deficiencies. In such case, the cost of correcting such deficiencies shall be paid by the Contractor to the City within fifteen (15) days of receipt of an invoice.

b.) Waste Disposal

The Contractor is responsible for the proper disposal of all waste materials generated in the performance of this contract. All hazardous material will be disposed of in accordance with applicable laws and regulations. Appropriate records shall be maintained and available for inspection by the City within two (2) business days.

If the Contractor becomes aware of any Unauthorized Work, the Contractor shall promptly report to the Public Works Director or his designee observations of any unauthorized work being done by others upon the City's equipment being maintained by the Contractor. The Contractor shall also report observations or any work in progress which may endanger or damage the equipment of the lighting system.

c.) Customer Service & Quality Assurance

Any work or assigned duties that are not performed to our standards and/or contractual agreement may result in delay, reduction, or discount at the contractor's expense. The judgment for reduced payment or discount shall be at the City's sole discretion. In addition, the City may move to the next lowest responsible contractor if the City is not happy with the services or communication supplied by the contractor. All complaints about services rendered will be processed by the Deputy Director of Public Works or designee/s.

d.) Hours of Operation

The Contractor shall have a representative available to meet with City of Antioch personnel during the normal City working hours, which are 7:00 a.m. to 4:00 p.m., Monday through Friday, except holidays. Contractor may work on Saturdays with prior permission from City representative. Per Antioch Municipal Code, Section 5-17-05, construction noise is limited on weekdays, no construction noise prior to 7:00 am and after 6:00 pm, and further limited to 8:00 am and 5:00 pm if within 300 feet of occupied dwellings.

EXHIBIT "B"

SCHEDULE OF SERVICES

SERVICES ARE PERFORMED ON AN ON CALL, AS-NEEDED BASIS

EXHIBIT "C"

COMPENSATION

OFFICIAL PROPOSAL SUBMITTAL PAGE 1 OF 4

INITIAL HERE 

CITY OF ANTIOCH Electrical Services Proposal No. 968-0429-21A

The undersigned contractor declares that it has carefully examined the locations of the proposed work, plans and specifications, special provisions and read the accompanying instructions to contractor's. The undersigned submitter certifies that he/she is, at the time of presenting this Proposal, and shall be, throughout the length of the contract, licensed by the state of California to do the type of work required under the terms of the contract documents. Submitter further certifies that he/she is skilled and regularly engaged in the general class of work called for in the contract documents.

In accordance with the requirements, the submitter represents that he/she is competent, knowledgeable and has special skills on the nature, extent and inherent conditions of the work to be performed. Submitter further acknowledges that there are certain peculiar and inherent conditions which may create, during maintenance operations, unusual or peculiar unsafe conditions hazardous to persons and property. Submitter acknowledges that he/she is aware of such risks and that he/she has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the maintenance services with respect to such hazards.

Does proposal conform to all requirements listed in this document and drawings? Yes
If NO, explain non-conforming specifications in detail on separate sheet.

Terms or Cash Discount (if other than net 30 days) _____

Company Name DC Electric Group, Inc.

Contact Name John Abraham

Title Regional Manager

Address 112 Center Ave.

City/State/Zip Pacheco, CA 94553

Telephone 925-293-9455 FAX 925-293-9454

Email Address labraham@dcelectricgroup.com

Contractor's License No. 949934 Exp. Date 10/31/2021

City of Antioch Business License No. Application Submitted Exp. Date _____

Signature  Date 4/27/2021

Proposal must be in a sealed envelope with the Proposal number, closing date, and time on the outside envelope.

DELIVER PROPOSAL SUBMITTAL TO:

CITY OF ANTIOCH PUBLIC WORKS
Proposal NO. 988-0429-21A
1201 W 4TH STREET
ANTIOCH, CA 94509

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

Electrical Services Proposal No. 968-0429-21A- Proposal Worksheet

(Awarded Up to 50 Points on Part B)

Proposal Item #	% Markup
1. Materials	10%

A.) MATERIALS (City provides light poles, cobra heads, decorative light fixtures, lamps, ballasts & photocells.)Mark-up on miscellaneous materials not provided by the City.
(Must be in % not hourly. **NOTE: 10% markup Maximum**)**B.) Hourly Labor Rate for REPAIRS** (Equipment and Labor; City provides lamps, poles, and light fixtures.)

Proposal Item #	Description of Proposal Item	Hourly Rates	Comments
2.	Labor rate per hour for one electrician for repair work & misc. electrical services	\$ 105.00	
3.	Overtime rate per hour for one electrician for repair work & misc. electrical service	\$ 149.00	
4.	After hour emergency call-out rate for one electrician Note: Call out does not include the time worked to complete repair or services. Contractor agrees to respond to all incidents deemed by the City to be emergencies within one hour. A contact number answered by a live person 7 days a week/ 24 hours a day.	\$ 185.00	
5.	Labor rate for one electrician with tools and bucket truck to drive out & repair streetlight with new induction lamp, ballast and/or photocell	\$ 157.00	
6.	Pick up materials from City's Storage facility prior to each project. (Light poles, pole arms, cobra heads, hardware, lamps, ballasts, photo cells, etc.)	\$ 75.00	
7.	Estimated cost to replace 32 foot twin arm street light pole in a median. Includes all labor, lane closure road signs, flags, reflective cones, arrow boards, beacons, line truck/crane, service trucks, trailers, wire, terminals, terminations and grounding.	\$ 1325.00	Lump Sum price
8.	Estimated cost to replace 28 foot twin arm street light pole in a median. Includes all labor, lane closure road signs, flags, reflective cones, arrow boards, beacons, line truck/crane, service trucks, trailers, wire, terminals, terminations, and grounding.	\$ 1325.00	Lump Sum price
Grand Total Hourly Rates		\$ 681.00	Hourly Rates total = \$681.00 Hourly Rates + Lump Sum Rates = \$3,331.00

THIS FORM IS THE PROPERTY OF THE CITY OF CHICAGO AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

C.) EQUIPMENT (not included as part of total proposal calculation)

Proposal Item #	Description of Proposal Item	Hourly Rates	Comments
9.	Line Truck	\$ 75.00	
10.	Bucket Truck	\$ 52.00	
11.	Dump Truck	\$ 37.00	
12.	Flatbed Truck	\$ 37.00	
13.	20ft Trailer	\$ 20.00	
14.	Line Truck Crane	\$ 125.00	
15.	Towable Safety Arrow Board	\$ 10.00	
16.	Service Truck/ Tools	\$ 52.00	
17.	Road Signs/Flags/Reflective Cones (Men Working, Lane Closed Left/Right etc.)	\$ 5.00	
18.	Special Equipment (Electronic Locator, Testers, Megger etc.)	\$ 5.00	
19.	Other Specify	\$ N/A	

THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL

NON-COLLUSION AFFIDAVIT*THIS PAGE MUST BE NOTARIZED*

CITY OF ANTIOCH
ELECTRICAL SERVICES
PROPOSAL NO.
968-0429-21A

The contractor, by its officers and agents or representatives present at the time of filing this proposal, being duly sworn on their oaths say, that neither they nor any of them have in any way directly or indirectly entered into any arrangement or agreement with any other proposer, or with any public officer of the CITY OF ANTIOCH whereby such affiant or affiants or either of them has paid or is to pay to such proposer or public officer any sum of money, or has given or is to give to such other proposer or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly entered into any arrangement or agreement with any other proposer or proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for on the attached proposals; that no proposal has been accepted from any subcontractor or supplier through any proposal depository, the By-Laws, Rules or Regulations of which prohibit or prevent the Contractor from considering any proposal from any subcontractor or supplier which is not processed through said proposal depository, or which prevent any subcontractor or supplier from proposals to any Contractor who does not use the facilities or accept proposals from or through such proposal depository; that no inducement of any form or character other than that which appears upon the face of the proposal will be suggested, offered, paid or delivered to any person of the contract, nor has this proposer any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contracts sought by this proposal.

NAME Don Caramagno / DC Electric Group, Inc.SIGNATURE TITLE President

Subscribed and sworn to before me by:

This _____ day of _____, 20____

See attached
Notary Public**THIS FORM MUST BE USED WHEN SUBMITTING PROPOSAL**

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- ☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

~~1~~
~~2~~
~~3~~
~~4~~
~~5~~
~~6~~

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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

State of California

County of SONOMA

Subscribed and sworn to (or affirmed) before me

on this 27th day of April, 2021
 by Date Month Year

(1) Don Curamagno

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT "D"

INSURANCE REQUIREMENTS

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

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

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

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

Commercial General Liability (CGL):

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

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

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

Automobile Liability:

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

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

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

Professional Liability (Errors and Omissions):

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

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

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

Workers' Compensation Insurance:

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

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

Builder's Risk (Course of Construction):

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

Contractor's Pollution Legal Liability:

____ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

Cyber Liability Insurance

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

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

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

Surety Bonds:

Contractor shall provide the following Surety Bonds:

- ____ Bid Bond
- X** Performance Bond
- X** Payment Bond

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

Other Insurance Provisions:

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

X **Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent)

on the general liability policy. For construction projects, an endorsement providing completed operations coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

____ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

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

____ **Waiver of Subrogation:**

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

____ **Completed Operations**

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

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

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

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay

losses and related investigations, claim administration, and defense expenses within the retention. At the option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

Acceptability of Insurers:

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

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

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

Subcontractors:

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

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

Verification of Coverage:

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

Special Risks or Circumstances

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

Failure to Comply:

Each insurance policy required above shall contain or be endorsed to contain that any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected and appointed officials, officers, attorneys, agents, and employees.

Applicability of Coverage:

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

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

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

SUBMITTED BY: Forrest Ebbs, Community Development Director

SUBJECT: Resolution Approving a First Amendment to the Professional Services Contract with TRB & Associates, Inc. to provide Permit Technical Support to the Building Division of the Community Development Department and Authorizing the City Manager to enter into the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving an amended agreement with TRB & Associates, Inc., in substantially the form attached as Attachment A, to provide contract services at the Community Development Technician level for the remainder of calendar year 2021 in the increased amount not to exceed \$180,000, and
2. Authorizing the City Manager to execute the Amended Agreement.

FISCAL IMPACT

The Building Inspection Services Division collects revenue through intake of every Building Permit. These funds are budgeted to offset many costs associated with the day-to-day operations of the Building Inspection Service Division of the Community Development Department. Funding for this contract will be applied from salary savings in the FY 2020-21 and FY 2021-22 General Fund Building Division budget.

DISCUSSION

The Community Development Department recently entered into a Professional Service Agreement with TRB & Associates, Inc.(TRB) to contract Permit Technician services. Following approval of the agreement and commencement of the contract assistance, the full-time Community Technician position for Building Services was vacated by a resignation. The Community Development Technician that supports the Building Inspection Services Division is an essential position in the Community Development Department.

The Community Development Department currently has one Community Development Technician budgeted to support the Building Inspection Services Division. A second

Community Development Technician has been requested for the FY 21-23 budget. The recruitment for the current vacancy is well underway and staff hopes to fill the vacancy and, potentially, the second requested position from this recruitment. Until at least one of these positions is filled, staff must rely on contract staffing to keep the Building Inspection Services Division operating.

The Community Development Department expects to continue the use of two current contract Permit Technicians until such time that a full-time Community Development Technician can be hired. One contract Permit Technician has been provided by 4Leaf, Inc. under a separate contract. A second contract Permit Technician has been provided by TRB under this current contract.

The permit technician provided by TRB and Associates has been working with the Building Inspection Services Division since March 2021 and has acquired unique expertise relative to the process of the City of Antioch. Consistent with Administrative Memo No. 86, Section 9.1(B)(4), the requested professional services depend on this specific background and experience of this vendor. An alternative vendor would require substantial training and oversight, which would impact operations.

City staff consulted with OE3, the organization representing the Community Development Technician classification, to discuss this temporary contract staffing. Both parties agree on the limited duration of this staffing.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2021**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
THE FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH TRB
& ASSOCIATES, INC. TO PROVIDE PERMIT TECHNICIAN STAFFING FOR THE
COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO THE AGREEMENT**

WHEREAS, the recent COVID-19 pandemic modified Community Development Department operations and increased workload;

WHEREAS, building permit applications have greatly increased necessitating additional support;

WHEREAS, TRB & Associates provided a contract Permit Technician with unique and specific background and experience due to the current placement of a permit technician with the Building Inspection Services Division and the training and expertise, specific to the City of Antioch, that the current permit technician has acquired that are required for this position; and

WHEREAS, continued contract support for the Building Inspection Services Division is now requested to sustain business operations.

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

1. Approves a first amendment to the agreement with TRB & Associates, Inc., in substantially the form attached as Exhibit 1, to provide continued contract services at the Community Development Technician level for the remainder of calendar year 2021 in an amount not to exceed \$180,000, and
2. Authorizes the City Manager to execute the First Amendment to the Agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

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

EXHIBIT 1

AMENDMENT NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES FOR TRB & ASSOCIATES, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT PERMIT TECHNICIAN SERVICE is entered into this 20TH day of May 2021 by and between the CITY OF ANTIOCH, a municipal corporation (“City”) and TRB & ASSOCIATES, INC, their address is 3180 Crow Canyon Place, Suite 216, San Ramon, CA 94583 (“Consultant”).

RECITALS

WHEREAS, on the 9th day of February 2021, City and Consultant entered into an Agreement for Professional Consultant Services for Contract Permit Technician Service (“Agreement”) in the amount of \$90,000.

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

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

“Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to 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, 2021**, and Consultant shall complete the work described in Exhibit A to Amendment No. 1, 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 One Hundred Eighty Thousand dollars (**\$180,000.00**), 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.

CITY OF ANTIOCH:

TRB & ASSOCIATES, INC.

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

By: _____
_____, Owner

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney



May 20, 2021

Attn: Wilma Van Hook
 Sr. Administrative Analyst
 City of Antioch Community Development Department
 Via email – wvanhook@antiochca.gov

Subject: Proposal to Provide Senior Permit Technician Services to the City of Antioch Building Division

Dear Ms. Van Hook:

TRB and Associates, Inc. (TRB) is pleased to submit this Proposal to Provide extended onsite Permit Technician Services to the City of Antioch Building Division for its consideration. We look forward to the prospect of continuing to assist the Antioch Building Division on this assignment through December 31, 2021. The following sections include information about our firm, services provided, proposed staff and cost.

1. FIRM OVERVIEW AND SERVICE MODEL

TRB + Associates is a San Ramon based Code Compliance Services firm which provides Plan Review, Inspection, Delegate Chief Building Official, Technician, and CASp support services to municipal Building and Building Departments. Our corporation, which comprises of over 50 team members, was established in 2006 and has been a growing business since its founding. We specialize and serve exclusively in the building standards codes and Building standards compliance verification role.

Throughout our engagement, the company Principal, **Todd Bailey, PE, LEED AP, CASp, MBA**, will serve in the role of **Lead/Project Manager** for services provided to the Division. Under Todd's direction, TRB is committed to maintaining regular communication with Division staff to ensure that our team is kept apprised of interpretations and policies, and to enhance our ability to quickly respond to any issues that may arise during this contract.

Permit Technician Services

It is understood that the City is interested in extending our onsite permit technician assignment through December 31, 2021. It is also understood that TRB staff would continue to work at the City's offices as an extension of City staff under the supervision of the Chief Building Official. To confirm, our designated technician has the knowledge, skills and abilities to perform the following functions:

- Reviewing application and construction documents for completeness and compliance with requirements; routing plans to appropriate staff for processing. Coordinating the plan checking process, monitoring and assuring that all necessary documentation and reviews are completed.
- Preparing and issuing permits in compliance with current Building Department standards, development conditions, improvement standards, construction specifications, and city ordinances.
- Performing various administrative, reporting, billing and accounts receivable tasks.
- Establishing and maintaining good working relations with the public, development community, city staff, and others contacted during course of work; serving as a liaison to multiple agencies.
- Managing a wide range of duties in an effective manner, including timely plan processing and routing and coordinating with discipline managers (e.g., Planning, Engineering and Building).
- Responding and assisting in the resolution of development related inquiries and complaints. Evaluating alternative solutions and developing and presenting recommendations to supervisors and staff.
- Performing data entry and coordinating routing of various permits and plans; use specialized database/permit tracking programs.

Corporate Office
 3180 Crow Canyon Place, Suite 216
 San Ramon, CA 94583
 Tel: 925.866.2633

www.TRBplus.com

Silicon Valley Office
 1265 El Camino Real, Suite 209
 Santa Clara, CA 95050
 Tel: 408.642.1068

A4

2. KEY PERSONNEL

The following team members proposed for this project have a high level of expertise and many years of experience in the municipal industry. Please note that a full resume for our proposed staff member is included in this proposal.

Samira Hilley – Permit Technician

Senior Permit Technician

Samira is a seasoned permit technician with over 6 years of industry-related experience. She is skilled in the application of jurisdictional practices and regulatory compliance provisions. Her recent experience includes working as a permit technician for the City of Antioch where she issues all manner of permits and is training staff to perform permit technician duties.

Todd Bailey, P.E., CASp, LEED AP, MBA – Principal-In-Charge

Project Manager

Todd is a registered professional engineer with over 25 years of experience in the Architecture/Building/Construction industry encompassing project management, plan review, building design, structural and architectural building code interpretation, permit center administration, and litigation support. He has extensive experience working with architects, engineers, contractors, building Divisions and other regulatory authorities to ensure compliance to adopted Building Code and Building Standards.

3. FAMILIARITY WITH THE CITY OF ANTIOCH

We are well familiar with City of Antioch as we currently provide permit technician support services to the City's Building Division.

4. COMPANY DIFFERENTIATORS

Responsiveness. Providing Quality Work. Industry Investment. Our company takes great pride in promoting these attributes. We believe we set ourselves apart from other competing organizations because of these traits.

- **Responsiveness.** We understand the work we do entails providing accurate and highly-responsive services, interfacing with permit applicants and Division staff. We have a solid track record of being there when we are needed.
- **Providing Quality Work.** Getting the job done right is paramount. Our company invests in training its staffmembers and employs a rigorous quality control program as part of its service delivery model.
- **Industry Investment.** Our staff are committed to the industry, as evidenced by their involvement in industry organizations such as ICC, CALBO, ASCE, and SEAONC.

PRICE

We are proposing to provide the cited services on an hourly basis at \$85.00 per hour. We will invoice the Antioch Building Division on a monthly interval for services provided.

OUR COMMITMENT

With TRB, the City of Antioch Building Division will continue to receive an experienced, local team who takes pride in providing outstanding service. We look forward to the opportunity to work with Building Division staff on this assignment. If you have questions or need any additional information, please do not hesitate to contact me by phone at (925) 866-2633 or by email at tbailey@trbplus.com. I look forward to hearing your feedback soon.

Sincerely,

TRB + ASSOCIATES, INC.



Todd Bailey, PE, LEED AP, CASp, MBA
ICC Certified Plans Examiner
Principal / Project Manager

Enclosure: Resume

Samira Hilley | Senior Permit Technician

Certifications

ICC Certified, Permit Technician

Integrated Project Management Program, West Valley College

Computer Software Certificate, Computer Institute Silicon Valley

Samira Hilley possesses over 6 years of experience as a Permit Technician in the public sector. Her experience includes working in the Cities of Antioch, Benicia, Santa Clara and the City of Kennewick's building departments. In this role she has provided permit technician support services to the general public and development community. Her skills encompass reviewing, processing building permits, calculating and collecting permit fees, coordinating permit activities with other municipal agencies and departments, reading and interpreting construction regulations, and conducting land use records research. In addition, Samira has experience processing business licenses, home occupation permits, planning and zoning setback information, public works applications for grading and drainage compliance, assigning and recording new project addresses

Samira is an ICC certified as a Permit Technician. She also has extensive administrative experience which has enabled her to utilize her strong customer service, organizational and effective communication skills.

Samira is focused, results-driven and thrives in a fast paced and changing environment.

Work Experience

Senior Permit Technician, TRB + Associates

12/2019 – Present

- Contract Permit Technician for jurisdictions on as needed basis
- Assists clients with questions and inquiries

Permit Technician, City of Santa Clara

11/2016 – 07/2019

- Reviewed applications, documents, and plan submittals for permits to ensure accuracy, completeness, and compliance with pertinent laws
- Verified zoning, geologic hazard, flood zone, historic, and other status of permit sites
- Calculated review, inspection, and other related fees; collected funds and issued receipts
- Researched files regarding prior actions, decisions, and development activities and prepared special reports as required
- Acted as single-point-of-contact for developers with City building services
- Inspected work quality and materials used in a variety of public works construction projects to ensure compliance with approved plans, specifications, codes and ordinances
- Communicated with the general public including adjacent property owners to understand and resolve project impacts
- Reviewed home occupation and business licenses for approval
- Identified and resolved customer inquiries and complaints
- Performed complex data entry, data organization, and records access
- Processed and issued permits for large scale multi-family, tract home, and commercial projects
- Established, assigned, verified, and corrected building addresses within the City for large scale multi-family, tract home, and mixed-use commercial projects
- Approved Master Plan applications and performed plan checks on qualified minor projects

Permit Technician, City of Kennewick, WA**01/2012 – 05/2015**

- Provided a variety of information to contractors, developers and the general public concerning, water and sewer availability, easements, rights-of-way, setbacks, zoning and land use, building and construction standards and business licensing requirements
- Reviewed, interpreted and extracted information from construction drawings and other related documents to ensure compliance with model codes, City Municipal Code and City standards
- Performed a variety of calculations to determine applicable fees, assessments and/or payments and to estimate costs
- Entered and retrieved information from databases and compiled required reports
- Logged, recorded and filed documents, forms, and correspondences according to an established filing system
- Researched city rights of way, property titles, existing street designs, underground utility locations and other relevant data to determine requirements for referrals received and prepare required documents

Digital Specialist, Amazon Call Center, Kennewick, WA**02/2011 – 05/2011**

- Troubleshooted, participated in work groups to resolve issues in Kindle software
- Resolved 12-15 customer calls/emails per hour related to Kindle
- Investigated and resolved account-specific issues related to technical problems
- Assisted in the development of department methods and procedures
- Communicated website issues to IT team as necessary for quick resolution
- Reported all product and service-related trends to the Customer Care Manager
- Generated UPS Delivery Intercepts, return authorizations and/or claims as necessary

Loan Specialist, Bank Reale, Pasco, WA**01/2007 – 06/2008**

- Ensured that loan policies, procedures, services, products, and documentation met Federal and State regulations

Senior Escrow Assistant, Stewart Title, Campbell, CA**12/1998 – 06/2007**

- Ordered demands for Private, Institutional and Federal or State Government Liens
- Prepared recording packages for County Recorder's office

Permit Technician Scope of Services

Essential job duties and responsibilities of the role include:

- Review application and construction documents for completeness and compliance with requirements; route plans to appropriate staff for processing. Coordinate the plan checking process, monitoring and assuring that all necessary documentation and reviews are completed.
- Prepare and issue permits in compliance with current Building Department standards, development conditions, improvement standards, construction specifications, and city ordinances.
- Perform various administrative, reporting, billing and accounts receivable tasks.
- Establish and maintain good working relations with the public, development community, city staff, and others contacted during course of work; serving as a liaison to multiple agencies.
- Be able to manage a wide range of duties in an effective manner, including timely plan processing and routing and coordinating with discipline managers (e.g. Planning, Engineering and Building).
- Respond and assist in the resolution of development related inquiries and complaints. Evaluate alternative solutions and develop and present recommendations to supervisors and staff.
- Perform data entry and coordinate routing of various permits and plans; use specialized database/permit tracking programs.
- Must be highly organized and possess the flexibility to adjust to changing workload volume.

CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

PREPARED BY: Wilma Van Hook, Administrative Analyst III *J for Forrest*

SUBMITTED BY: Forrest Ebbs, Community Development Director

SUBJECT: Resolution Approving a First Amendment to the Professional Services Contract with 4Leaf, Inc. to provide Permit Technical Support to the Building Division of the Community Development Department and Authorizing the City Manager to enter into the Agreement

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

1. Approving an amended agreement with 4 Leaf, Inc., in substantially the form attached as Attachment A, to provide contract services at the Community Development Technician and Building Inspection Services Manager level for the remainder of calendar year 2021 in the increased amount not to exceed \$180,000, and
2. Authorizing the City Manager to execute the Amended Agreement.

FISCAL IMPACT

The Building Inspection Services Division collects revenue through intake of every Building Permit. These funds are budgeted to offset many costs associated with the day-to-day operations of the Building Inspection Service Division of the Community Development Department. Funding for this contract will be applied to salary savings from the existing FY 2020-21 as well as the FY2021-22 General Fund Building Division budget.

DISCUSSION

The sole Community Development Technician serving the Building Inspection Services Division recently resigned, leaving no permanent staff in that position. The Community Development Technician that supports the Building Inspection Services Division is an essential position in the Community Development Department.

The Community Development Department maintains a Professional Service Agreement with 4Leaf, Inc. (4Leaf) for building inspection and plan check services. That agreement

was recently used to bring on a contract Building Inspection Services Manager and Permit Technician.

The Community Development Department currently has one Community Development Technician position budgeted to support the Building Inspection Services Division. A second Community Development Technician has been requested for the FY 21-23 budget. The recruitment for the current vacancy is well underway and staff hopes to fill the vacancy and, potentially, the second requested position from this recruitment. Until at least one of these positions is filled, staff must rely on contract staffing to keep the Building Inspection Services Division operating. One contract Permit Technician has been provided by TRB & Associates, Inc. under a separate contract. A second contract Permit Technician has been provided by 4Leaf under this current contract.

In addition, the Community Development Department has brought in a contract Building Inspection Services Manager to provide additional assistance with building inspections. The Building Inspection Services Division is experiencing very high volumes of building permit applications, which require an equally high volume of inspections. This contract position will also assist with the transition in management expected with anticipated retirements in the coming year.

The contract staff provided by 4Leaf have acquired unique expertise relative to the processes of the City of Antioch and have worked on critical projects. Consistent with Administrative Memo No. 86, Section 9.1(B)(4), the requested professional services depend on this specific background and experience of this vendor. An alternative vendor would require substantial training and oversight, which would impact operations.

City staff consulted with OE3, the organization representing the Community Development Technician classification, to discuss this temporary contract staffing. Both parties agree on the limited duration of this staffing.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2021**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING
THE FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH
4LEAF, INC. TO PROVIDE COMMUNITY DEVELOPMENT TECHNICIAN AND
BUILDING INSPECTION SERVICES MANAGER STAFFING FOR THE COMMUNITY
DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO
ENTER INTO THE AGREEMENT**

WHEREAS, the Community Development Department has a vacancy in the Community Development Technician classification;

WHEREAS, the Building Inspection Services Division continues to experience extremely high numbers of building permits which require significant numbers of inspections;

WHEREAS, the Community Development Technician and Building Inspection Manager positions are essential to the operation of the Community Development Department;

WHEREAS, 4Leaf, Inc. has been providing a contract Permit Technician to provide the services of a Community Development Technician and a contract Building Inspection Services Manager under an existing Professional Services Agreement that have each acquired unique and specific skills related to the operation of the City of Antioch Building Inspection Services Division; and

WHEREAS, continued contract support for the Building Inspection Services Division is now requested to sustain business operations.

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

1. Approves a first amendment to the agreement with 4Leaf, Inc., in substantially the form attached as Exhibit 1, to provide continued contract services at the Community Development Technician and Building Inspection Services Manager levels for the remainder of calendar year 2021 in an amount not to exceed \$180,000, and
2. Authorizes the City Manager to execute the First Amendment to the Agreement in a form approved by the City Attorney.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 8th day of June 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

EXHIBIT 1

AMENDMENT NO. 1 TO AGREEMENT
FOR CONSULTANT SERVICES FOR 4 LEAF, INC.

THIS FIRST AMENDMENT TO THE AGREEMENT FOR CONTRACT BUILDING INSPECTION SERVICE is entered into this 20TH day of May 2021 by and between the CITY OF ANTIOCH, a municipal corporation (“**City**”) and 4 LEAF, INC their address is 2126 Rheem Drive, Pleasanton, CA 94588 (“**Consultant**”).

R E C I T A L S

WHEREAS, on the 22nd day of April 2021, City and Consultant entered into an Agreement for Professional Consultant Services for Contract Building Inspection Services (“**Agreement**”) in the amount of \$50,000.

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

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

“Subject to the terms and conditions set forth in this Agreement, Consultant shall furnish all technical and professional services including labor, materials, equipment, transportation, supervision, and expertise to provide to City the services described in the Scope of Work attached as Exhibit A to 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, 2021**, and Consultant shall complete the work described in Exhibit A to Amendment No. 1, 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 One Hundred Eighty Thousand dollars (**\$180,000.00**), 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.

CITY OF ANTIOCH:

4 LEAF, INC.

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

By: _____
_____, Owner

ATTEST:

Elizabeth Householder, City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith
City Attorney

Scope of Services –Permit Technician

4LEAF Permit Technician Staff are experienced and dedicated to serving the public at Planning and Building Department counters. 4LEAF Permit Technicians are highly skilled at performing the technical and clerical duties to support the development process.

Typical duties include:


- Accepting plans for plan check
- Verifying that plans are accurate and complete
- Explaining ordinances and procedures to owners, contractors, developers, architects, and public
- Assisting with preparation of permit applications
- Receiving plans for Planning and Building permits and route to various agencies (if requested)
- Accepting complaints on code violations, process, and record complaints
- Answering phone calls for field and office staff
- Processing inspection requests
- Maintaining files for building permits
- Operating the Building Department's computerized information system
- Inputting a variety of information, including building permits and inspections
- Completing related duties and responsibilities as assigned by Building Official and Senior staff members
- Reviewing development applications for completeness and accuracy
- Directing development questions to appropriate personnel
- Calculating, collecting, and documenting fees associated with development applications
- Issuing over the counter permits (plumbing, mechanical, electrical permits, reroof, and solar).
- Processing final fees for major residential and commercial projects and completing final stamping of plans and supporting documents.
- Answering building and zoning questions at the Building Department counter.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Renaming of Police Reform Standing Committee of the Whole City Council to Police Oversight Standing Committee

RECOMMENDED ACTION

It is recommended that the City Council consider renaming the standing committee the Police Oversight Standing Committee.

FISCAL IMPACT

This recommended action has no direct fiscal impact at this time.

DISCUSSION

The Antioch City Council held a special meeting on February 26, 2021 to consider several dimensions of Police Reform. The consensus of the City Council at that time was to establish a framework for independent review of on duty police officer complaints.

The Police Reform Standing Committee of the Whole City Council was proposed as an interim measure prior to the formation of an independent review body. At a regular meeting of the Antioch City Council on April 13, 2021, the City of Antioch Police Reform Standing Committee was established. The standing committee's responsibilities are defined as follows:

- a. To review Antioch Police Department (APD) policies, including those that pertain to use of force;
- b. To audit on duty police officer complaints and the resolution of said complaints;
- c. To provide community updates and solicit community input on APD policies;
- d. To guide the future formation of the City of Antioch's independent review body for on duty police officer complaints.

This item is solely for the City Council's discussion.

ATTACHMENTS

Resolution

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO RENAME THE POLICE REFORM STANDING COMMITTEE
TO THE POLICE OVERSIGHT STANDING COMMITTEE**

WHEREAS, the Antioch City Council held a special meeting on February 26, 2021 to consider several dimensions of Police Reform;

WHEREAS, the consensus of the City Council at that time was to establish a framework for independent review of on duty officer police complaints;

WHEREAS, the Police Reform Standing Committee of the Whole City Council was proposed as an interim measure prior to the formation of an independent review body for on duty police officer complaints;

WHEREAS, at a regular meeting of the Antioch City Council on April 13, 2021, the City of Antioch Police Reform Standing Committee was established; and

WHEREAS, the Antioch City Council seeks to rename the standing committee.

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

Section 1. The recitals above are true and correct.

Section 2. The Police Reform Standing Committee of the Whole City Council is hereby renamed to the Police Oversight Standing Committee.

* * * * *

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a special meeting thereof, held on the 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Jeff Cook, Collections Superintendent

APPROVED BY: John Samuelson, Public Works Director/Engineer 

SUBJECT: Adopt the Resolution Approving Sewer Rates Proposed in the Sewer Rate Study Listed in the Prop 218 Notice Public Hearing

RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution:

- Adopting the findings and the "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021 ("Exhibit A");
- Approving the sewer rate schedule effective July 1, 2021; and
- Amending the Master Fee Schedule to include the updated sewer rates

FISCAL IMPACT

The proposed adjustments will ensure adequate Sewer Enterprise funds for the City's projected operations and capital expenditures.

DISCUSSION

Background

The City operates its own wastewater collection system to serve all sanitary sewer collection needs. The City's collection system does not provide treatment services, but instead serves to convey the wastewater via three primary drainage basins. From these basins, the wastewater is transported to a regional wastewater treatment facility operated by Delta Diablo. The City's collection system is composed of approximately 300 miles of pipeline, an estimated 6,050 manhole structures and approximately 30,650 residential and commercial sewer lateral connections. The City routinely performs maintenance on the system. Maintenance activities include root foaming, manhole rehabilitation, infiltration control, spot repairs and larger trunk line cleaning. Personnel assist in staffing an alternative work shift and 24-hour Stand-by program, responding to emergency after hour calls for service 365 days/year.

The City's last sewer rate study along with associated rates for five fiscal years was adopted in 2015. The rates, fees and charges adopted for this period were designed to provide adequate funding for the Sewer Enterprise and Sewer System Improvement funds to develop and maintain the City's wastewater collections infrastructure.

The City retained Municipal Financial Services to analyze the adequacy of the revenues from the rates to meet the projected expenditures of Sewer Enterprise funds to determine whether revenues will be adequate to cover operating and maintenance costs as well as needed capital costs and meeting target reserve levels. This analysis is contained in a report titled "*Evaluation of Sewer Enterprise Funds Cash Flow and Rates*". The report proposes the following Sewer Service Charges for the five-year period fiscal year 2021-22 through fiscal year 2025-26:

	Current FY21	Recommended Five-Year Rate Plan				
	FY21	FY22	FY23	FY24	FY25	FY26
<i>effective dates ></i>	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month per Dwelling Unit</i>						
Single Family	\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80
Multiple Family	\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70
Apartment/Mobile Home	\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35
<i>Nonresidential</i>						
Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

* 1 HCF = approximately 748 Gallons

Notice of the proposed sewer rate increases was mailed to all property owners and sewer account holders at least 45 days prior to the scheduled public hearing. The notice describes the amount of the proposed rate increases, rationale for the increases, calculation of fees, and the procedure to protest the proposed rate increases. Property owners may submit written protests to the City before the close of the public hearing.

In accordance with the requirements of Proposition 218, a "majority protest" exists if written protests against the proposed fees or charges are submitted by a majority of owners of the affected property owners and/or account holders. If a majority protest is not received, the City Council may adopt the proposed sewer rate increase. At the conclusion of the public hearing, the City Clerk will tabulate the submitted written protests and determine if a majority protest exists.

Timeline of Events:

- February 23, 2021: Council accepted draft report and authorized mailing of the Proposition 218 Notice of Public Hearing on proposed adjustments and increases to sewer charges.
- April 23, 2021: Notices mailed out to all residents who receive a water bill which totaled 30,178 residents. Both an English and Spanish version were mailed.

- April 23, 2021 to June 8, 2021: Protests will be received until start of the Council Meeting.
- June 8, 2021: ,
 - Council conducts a Public Hearing.
 - Council votes on adopting Resolution Authorizing Sewer Rate Increases.
- July 1, 2021: New sewer rates are implemented.

ATTACHMENTS

- A. Resolution
- B. Notice of Proposed Hearing to Residents (English and Spanish Version)
- C. Draft *Evaluation of Sewer Enterprise Funds Cash Flow and Rates* from Municipal Financial Services

ATTACHMENT "A"

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO ADOPT A SEWER RATE STUDY AND APPROVE SEWER RATE INCREASES
BEGINNING JULY 1, 2021**

WHEREAS, the Antioch Municipal Code provides for the collection and remitting of sewer service charges;

WHEREAS, the City used the services of Municipal Financial Services to provide a report on revenue requirements, cost of service allocations and rate assessment for the sewer utilities;

WHEREAS, Municipal Financial Services prepared a report titled "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021 (the "Rate Study");

WHEREAS, the Rate Study recommended increases to the City's sewer rates, and demonstrates that the recommended rates do not exceed the reasonable cost of providing sewer collection services;

WHEREAS, on February 23, 2021, staff presented findings from the Municipal Financial Services report to Council seeking direction for consideration of future rate adjustments and approval was given to proceed with a Public Hearing Notice; and

WHEREAS, in compliance with Article XIII D of the California State Constitution and the Proposition 218 Omnibus Implementation Act, the City of Antioch notified all affected water service customers on April 23, 2021 via mailing of the proposed sewer service charge changes at least forty-five (45) days in advance of the public hearing at which this Resolution is being considered;

WHEREAS, on June 8, 2021, the City Council held the duly noticed public hearing, and at its conclusion, the City Clerk tabulated the number of written protests received, if any, and reported that there was not a majority protest of the proposed rates by owners or authorized representatives of identified property owners or ratepayers receiving water services;

WHEREAS, after consideration of the Rate Study, the testimony received at the noticed public hearing, the staff report, the background documents to the staff report, and all correspondence received, the City Council desires to adopt the Rate Study and increase the City's sewer rates as recommended by the Rate Study in order to cover the costs necessary to maintain and operate the City's sewer collection system.

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

1. Declares the above recitals are true and correct and are incorporated into this Resolution as findings of the City Council of the City of Antioch.

RESOLUTION NO. 2021/**

June 8, 2021

Page 2

2. Adopts the "Evaluation of Sewer Enterprise Funds Cash Flow and Rates" dated March 2021, attached to and made a part of this Resolution as Exhibit A.
3. Approves the following sewer rate schedule effective July 1, 2021 and amends the Master Fee Schedule to include these updated sewer rates:

	Current FY21	Recommended Five-Year Rate Plan				
		FY22	FY23	FY24	FY25	FY26
<i>effective dates ></i>	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month</i>						
<i>per Dwelling Unit</i>						
Single Family	\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80
Multiple Family	\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70
Apartment/Mobile Home	\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35
<i>Nonresidential</i>						
Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

* 1 HCF = approximately 748 Gallons

* * * * *

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 8th day of June, 2021 by the following vote:

AYES:**NOES:****ABSTAIN:****ABSENT:**

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

ATTACHMENT "B"



City of Antioch Notice of Public Hearing on Proposed Sewer Rate Increases Tuesday, June 8, 2021 at 7:00 p.m. Via Zoom

Para los clientes de habla hispana, una versión de este aviso en español está disponible en el sitio web de la Ciudad de Antioch en www.antiochca.gov. Anuncios en español también están disponibles en el Alcaldía, en la calle H numero 200, y en la Biblioteca de el Centro Comunitario de Antioch en 4703 Lone Tree Way, Antioch.

Public Hearing and Protests

The Antioch City Council will hold a Public Hearing on proposed sewer rate increases for fiscal years (FY) 2021/22 through 2025/26 on June 8, 2021 at 7:00 p.m. via Zoom. The Zoom meeting instructions will be available on the City of Antioch's website at the following link: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. The City Council may take action to implement increases at this meeting. The meeting facility is accessible to the handicapped. Auxiliary aides will be made available, upon request in advance, for persons with hearing or vision disabilities. The City will accept public comments at the Public Hearing. You may also submit written protests. Written protests may be: 1) hand delivered to the Water Bill Drop Box, Attn: City Clerk, 200 H Street, Antioch, CA, 2) mailed to the City Clerk at P.O. Box 5007, Antioch, CA 94531-5007; or 3) personally delivered to 200 H Street, Antioch, CA during the City Council meeting. Written protests must be received (not postmarked) prior to the close of the public hearing. To be valid, protests must be in writing, state opposition to the proposed rate increase and include the individual's name, the address receiving sewer service, and account number from your mailing label. Protests must be signed by the property owner or by the tenant directly responsible for payment of the sewer fees. Only one protest will be counted per parcel. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a valid written protest. At the conclusion of the public hearing, if written protests against the rate increase proposal have been submitted with respect to a majority of the parcels subject to the proposed increase, the City Council will not adopt the increase. If approved, the new rates and charges will go in effect on July 1, 2021.

Need for Rate Increases

The proposed increases are necessary to maintain the financial stability and structural integrity of the City's Sewer Enterprise Program, and to address new regulatory mandates, as well as increasing costs affecting Sewer operations. The sewer fees are calculated based on the cost of operation and maintenance expenses (including labor, utilities, supplies and materials), capital expenditures for infrastructure, and adequate reserves for meeting capital and operational needs. This rate increase addresses the rising costs of maintaining the wastewater collection system; and the need to meet increasing mandates from both Federal and State agencies. The City is committed to proactively improving and maintaining our aging systems while providing excellent services at all levels within our programs.

Sewer Service Charges – Proposed Rate Structure The sewer rate structure has two, unit cost components: 1) a monthly account charge which is the same for all accounts and dwelling units; and 2) a quantity rate for the volume of

	Current FY21	FY22	FY23	FY24	FY25	FY26	
	effective dates > 7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025	
<i>Residential, \$/month per Dwelling Unit</i>							
Single Family	\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80	
Multiple Family	\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70	
Apartment/Mobile Home	\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35	
<i>Nonresidential</i>							
Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15	
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82	

* 1 HCF = approximately 748 Gallons

are used to calculate a different uniform monthly charge for each residential customer category. Monthly charges for individual nonresidential accounts are the sum of the monthly account charge component plus the quantity rate component times the volume of wastewater discharge. The volume of wastewater discharge for nonresidential accounts is equal to metered water use (water use for irrigation or fire protection is not included).

The Evaluation of Sewer Enterprise Funds Cash Flow and Rates document for review can be found on the City Website at www.antiochca.gov. If you have any questions, please call the Public Work's Department at (925) 779-6950.



Ciudad de Antioch
Aviso de audiencia pública sobre los aumentos propuestos en las tarifas de alcantarillado
Martes, el 8 de Junio de 2021 at 7:00 de la noche
A través de Zoom

Audiencia pública y protestas

El Ayuntamiento de Antioch tendrá una Audiencia Pública sobre los aumentos propuestos de la tasa de alcantarillado para los ejercicios fiscales (ejercicio fiscal) 2021/22 hasta 2025/26 el 8 de junio de 2021 a las 7:00 p.m. a través de Zoom. Las instrucciones de la reunión de Zoom estarán disponibles en el sitio web de la Ciudad de Antioch en el siguiente enlace: <https://www.antiochca.gov/government/agendas-and-minutes/city-council/>. El Ayuntamiento podrá tomar medidas para aplicar los incrementos en esta reunión. El centro de reuniones es accesible para minusválidos. Los auxiliares estarán disponibles, previa solicitud, para personas con discapacidad auditiva o visual. La ciudad aceptará comentarios públicos en la Audiencia Pública. También puede presentar protestas. Las protestas escritas pueden ser: 1) Entregadas a mano a la caja de pago de agua del Ayuntamiento, 200 H St Antioch, CA 94509 2) Enviadas por correo al Secretario de la Ciudad en la Fiscalía. P.O. Box 5007, Antioch, CA 94531-5007; o 3) entregado personalmente a 200 H Street, Antioch, CA durante la reunión del Ayuntamiento. Las protestas escritas deben ser recibidas (no matasellos) antes del cierre de la audiencia pública. Para ser válido, las protestas deben ser por escrito, la oposición estatal al aumento de tarifas propuesto e incluir el nombre de la persona, la dirección que recibe el servicio de alcantarillado y el número de cuenta de su etiquetado correo. Las protestas deben ser firmadas por el propietario de la propiedad o por el inquilino directamente responsable del pago de las tarifas de alcantarillado. Sólo se contará una protesta por paquetería. Los comentarios orales en la audiencia pública no calificarán como protestas formales a menos que vayan acompañados de una protesta válida por escrito. Al término de la audiencia pública, si se han presentado protestas escritas contra la propuesta de aumento de tarifas con respecto a la mayoría de las parcelas sujetas al aumento propuesto, el Ayuntamiento no adoptará el aumento. Si se aprueban, las nuevas tarifas y cargos entrarán en vigor el 1 de julio, 2021.

Necesidad de aumentos de tarifas

Los aumentos propuestos son necesarios para mantener la estabilidad financiera y la integridad estructural del Programa de Empresas de Alcantarillado de la Ciudad, y para abordar nuevos mandatos regulatorios, así como para aumentar los costos que afectan las operaciones de Alcantarillado. Las tasas de alcantarillado se calculan en función del costo de los gastos de operación y mantenimiento (incluyendo mano de obra, servicios públicos, suministros y materiales), gastos de capital para infraestructura y reservas adecuadas para satisfacer las necesidades de capital y operativas. Este aumento de tarifas aborda los crecientes costos de mantenimiento del sistema de recolección de aguas residuales; y la necesidad de cumplir con los crecientes mandatos de las agencias federales y estatales. La Ciudad se compromete a mejorar y mantener proactivamente nuestros sistemas de envejecimiento mientras proporciona excelentes servicios a todos los niveles dentro de nuestros programas.

Cargos por servicios de alcantarillado - Estructura de tarifas propuesta

La estructura de tasa de alcantarillado tiene dos componentes de costo unitario: 1) un cargo mensual de cuenta que es el mismo para todas las cuentas y unidades

	Current FY21	Recommended Five-Year Rate Plan				
	FY21	FY22	FY23	FY24	FY25	FY26
<i>effective dates ></i>	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month</i>						
<i>per Dwelling Unit</i>						
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Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

* 1 HCF = approximately 748 Gallons

habitacionales 2) una cantidad para el volumen de descarga de aguas residuales. Las cuentas residenciales se asignan a una de las tres categorías: familia soltera, familia múltiple (dos, tres o cuatro unidades habitacionales) y apartamentos y casas móviles. Cada categoría de cliente residencial tiene un volumen diferente de descargas de aguas residuales que refleja diferencias en el uso de agua interior descargado en el alcantarillado sanitario. Los componentes de coste unitario y el volumen de descarga de aguas

residuales para cada categoría de cliente residencial se utilizan para calcular un cargo mensual uniforme diferente para cada categoría de cliente residencial. Los cargos mensuales por cuentas individuales no residenciales son la suma del componente de cargo mensual de la cuenta más el componente de tarifa de cantidad veces el volumen de descarga de aguas residuales. El volumen de descarga de aguas residuales para cuentas no residenciales es igual al uso de agua medida (no se incluye el uso de agua para riego o protección contra incendios).

El documento Evaluación del flujo de caja y las tarifas de los fondos de las empresas de alcantarillado para su revisión se puede encontrar en el sitio web de la ciudad en www.antiochca.gov. Si tiene alguna pregunta, llame al Departamento de Obras Públicas al (925) 779-6950.

ATTACHMENT "C"



D R A F T

Evaluation of Sewer Enterprise Funds Cash Flow and Rates

Prepared for
City of Antioch, California
March 2021

MUNICIPAL FINANCIAL SERVICES

2960 Valley Basin Avenue, Henderson, Nevada 89052-3814

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List of Abbreviations

AMC	Antioch Municipal Code
CAFR	Comprehensive Annual Financial Report
CIP	Capital Improvement Program
City	City of Antioch
DSC	debt service coverage
FY	Fiscal year (July 1 to June 30)
ENR	Engineering News Record
FY22	July 1, 2021 to June 30, 2022
gpd	gallons per day
HCF	Hundred Cubic Feet (equal to ~ 748.1 gallons)
mgd	million gallons per day
NPL	Net Pension Liability
O&M	Operation and maintenance
OPEB	Other post-employment benefits
SSMP	Sewer System Management Plan
SWRCB	State Water Resources Control Board

Executive Summary

The City of Antioch, in conjunction with Municipal Financial Services, has analyzed the adequacy of revenues from sewer rates to meet projected expenditures of the sewer enterprise funds to determine whether revenues will be adequate to cover operating and maintenance costs as well as needed capital costs while meeting target reserve levels.

The quality and safety of the City's local wastewater collections system is essential to the community's health, safety and financial integrity. In this study, projected sewer funds' cash flow is evaluated for the six-year period Fiscal Year 2020 – 21 (FY21) and FY26 to ensure the City meets its quality, safety, maintenance, and financial objectives. Actual cash flow for FY20 (the fiscal year proceeding the projections) is included for reference.

A *Water and Sewer Rates and Capacity Charges Study* was completed in May 2015 (2015 Rate Study). Based on findings and recommendations in the 2015 Rate Study, the City Council approved Resolution No. 2015/26 which adopted water and sewer rate increases to be effective July 1st of 2015, 2016, 2017, 2018, and 2019 (2015 Five-Year Rate Plan). Rates for the final fiscal year of the rate plan, FY20, which were implemented July 1, 2019, remain in effect for FY21.¹

Revenue Required from Sewer Service Charges

Sewer service charges were developed to generate sufficient revenues to cover operating and maintenance expenditures and capital expenditures, fund payment of net pension and OPEB (other post-

	\$ thousands	
Beginning Balance, July 1, 2021	6,760	
Expenditures		
Supervision/Collection	43,170	94%
Capital Expenses	2,980	6%
Total Expenditures	46,150	100%
Revenues		
Charges for Services	41,660	98%
Investment Income and Other	1,020	2%
Total Revenues	42,680	100%
Net Revenues	(3,470)	
Ending Balance, June 30, 2026	3,290	
Ending Balance 120 Day Target	3,000	
Net Pension/OPEB Liabilities	(5,670)	
Ending Balance less NP/OPEB, June 30, 2026	(2,380)	

employment benefits) liabilities and meet target reserve levels.² A summary of the projected five-year expenditures, revenues, and fund balances for the sewer operating fund (Fund 621) are shown in the adjacent table for FY22 – FY26 (values are rounded from those listed in other tables in this report).

The approximate projected amount of revenues from rates (Charges for Services) for the five-year period is approximately \$41,660,000.

Projected expenditures are approximately \$46,150,000. The FY26 Ending Balance is approximately \$3,290,000. The 120 Days Cash Target Ending Balance is approximately

\$3,000,000. The FY26 Ending Balance exceeds the target by \$290,000. The City plans to use the amount in excess of the target as a reserve to fund the \$5,670,000 Net Pension and OPEB liabilities.

¹ The City's sewer service charges are governed by Chapter 4 of Title 6 of the Antioch Municipal Code. The term "sewer service charges" and "sewer rates" are used interchangeably in this report.

² With implementation of GASB 68 in FY15, City is now required to book Net Pension Liability and OPEB liability to the enterprise funds, decreasing net position by the amount of the liability.

Recommended Sewer Service Charges for FY22 – FY26

Based on evaluation of the sewer enterprise funds cash flow for FY22 – FY26 using projected expenditures and revenues it is recommended that current monthly Single Family sewer rates be increased by \$1.00 per month for FY22 (from \$14.00 to \$15.00). Single Family rates for each of the following four fiscal years would increase by an additional \$1.05, \$1.15, \$1.25, and \$1.35 per month. The FY26 Single Family rate would be \$19.80 per month.

Current and recommended sewer service charges for all customer classes are listed in the table below.

Table ES-1. Current and Recommended Sewer Service Charges							
	Current FY21	FY22	Recommended Five-Year Rate Plan				
			FY23	FY24	FY25	FY26	
	effective dates >	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025
<i>Residential, \$/month</i>							
<i>per Dwelling Unit</i>							
Single Family		\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80
Multiple Family		\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70
Apartment/Mobile Home		\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35
<i>Nonresidential</i>							
Account Charge,\$/month		\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Volume Rate, \$/HCF *		\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82
* 1 HCF = approximately 748 Gallons							

Section 1

Introduction

This section describes the organization of the report, rate-making objectives, the rate-setting process, and a general description of the sewer system.

1.1 Organization of the Report

This report is divided into four sections. This introduction provides an overview of the study objectives.

Section 2 discusses characteristics of customers and their use of the sewer system. The number and type of connections to the system and wastewater discharge projected for FY21 – FY26 is developed in this section.

Section 3 describes the evaluation of sewer enterprise cash flows.

Section 4 describes the limitations of the study document.

1.2 Rate-Making Objectives

There are numerous rate-making objectives that must be considered when developing rates and rate structures.

Revenue sufficiency. Generate sufficient revenue to fund operating costs, capital costs and bonded debt, and maintain adequate reserves.

Revenue stability. Recover revenue from fixed and variable charges that will cover fixed and variable costs (barring water shortages when rationing may be required).

Administrative efficiency. Enable efficient implementation and ongoing administration, including monitoring and updating.

Affordability. Be as affordable as possible while maintaining the utilities sound financial position and credit rating.

Customer acceptance. Be as simple as possible to facilitate customer understanding and acceptance.

Fairness. Provide for each customer class to pay its proportionate share of the required revenue in compliance with legal rate-making requirements.

Economic development. Operation of the enterprise must be competitive with local jurisdictions to retain and attract economic development.

1.3 Source Data

Information and data for the development of rates and preparation of this report comes from many documents provided by the City. The list of documents, and the key information and data from each used in this study, are summarized below.

City of Antioch Fiscal Year 2019-20 Actual Expenditures and Fiscal Year 2020-23 Annual Operating Budgets. This document shows the recommended FY 2019-21 Annual Operating Budget and Five-Year Capital Improvement Program for the water and wastewater enterprise funds for two fiscal years. The City provided a mid-year update of the FY20 budget and actual values for FY19. Enterprise funds are funded primarily from fees and other user charges.

City of Antioch Municipal Code. Ordinances relating to the sewer enterprise are codified in Title 6: Sanitation and Health, Chapter 4: Sewer System.

Utility Billing System data. Monthly water use data for each of the City's metered accounts, for the time period July 2016 through June 2017, were provided in an Excel file. Each account record had descriptive information of the account's customer class, meter size and elevation pressure zone. The City also generated special reports for January 2021, such as the *Multiple Unit Report*, which listed sewer accounts with multiple dwelling units connected to the collection system.

1.4 Antioch Sewer Utility

The sewer collection activity is primarily responsible for maintaining an estimated 300 miles of sanitary sewer system lines, an estimated 6,050 manhole structures and approximately 30,650 residential and commercial sewer lateral connections. This program also performs root foaming, manhole rehabilitation, infiltration control, spot repairs and cleaning of larger trunk lines. Employees in this activity provide a comprehensive program of televising, archiving and benchmarking the overall condition of the sewer system infrastructure. Data from these activities are used to establish maintenance requirements, the need for repairs and development of Capital Improvement Projects. Personnel also assist in staffing an alternative work shift and 24-hour Stand-by system that responds to emergency after hour calls for service.

Pursuant to State Water Resources Control Board Order 2006-0003, Statewide General Discharge Requirements of Sanitary Sewer Systems, the City of Antioch has developed and implemented a Sewer System Management Plan (SSMP). The goal of the SSMP is to minimize the frequency and severity of sanitary sewer overflows. The SSMP covers the management, planning, design, and operation and maintenance of the agency's sanitary sewer system.

Wastewater from the City is collected through the City's sewer system and is discharged into Delta Diablo's conveyance system. There are three main connection points between the City system and the Delta Diablo system:

- Bridgehead Pump Station, in the northwest section of the City: Wastewater from the southern part of the City, including Roddy Ranch and Ginocchio future development focus areas, is transported through the Lone Tree Interceptor to the Bridgehead Pump Station.
- Fulton Shipyard (Antioch) Pump Station, in the north section of the City: Sewage from the central and northern parts of the City is collected at the Fulton Shipyard Pump Station. Sewage from the Bridgehead Pump Station is conveyed to the Fulton Shipyard Pump Station through a Delta Diablo - owned and operated force main and gravity conveyance system. Sewage from the Fulton Shipyard Pump Station is pumped into the Antioch Interceptor and conveyed to the Delta Diablo Wastewater Treatment Plant.
- Pittsburg-Antioch Interceptor, in the northeast section of the City: In addition to sewage from Pittsburg, sewage from the eastern part of Antioch is conveyed to the Delta Diablo Wastewater Treatment Plant through the Pittsburg-Antioch Interceptor.

Delta Diablo was originally formed in 1976 to protect the health of the public and the environment by collecting and effectively treating wastewater in the communities of Antioch, Bay Point and Pittsburg. Treated effluent is discharged into New York Slough, a section of the San Joaquin River. For Fiscal Year 2020-21, Delta Diablo charges Antioch residents \$403.10 annually on their property taxes.

Section 2

User Characteristics

The purpose of this section is to summarize the number of residential and nonresidential sewer accounts and dwelling units (multiple family dwellings, apartments and mobile home parks) and their corresponding wastewater discharge characteristics. The data used in this section comes from the City's utility billing system.

2.1 Fiscal Year 2020 – 21 Wastewater Discharge and Accounts/Units

The estimated number of sewer accounts and dwelling units (multiple family, apartment, and mobile home) and wastewater discharge characteristics for FY21, by customer class, are shown in the figures below.

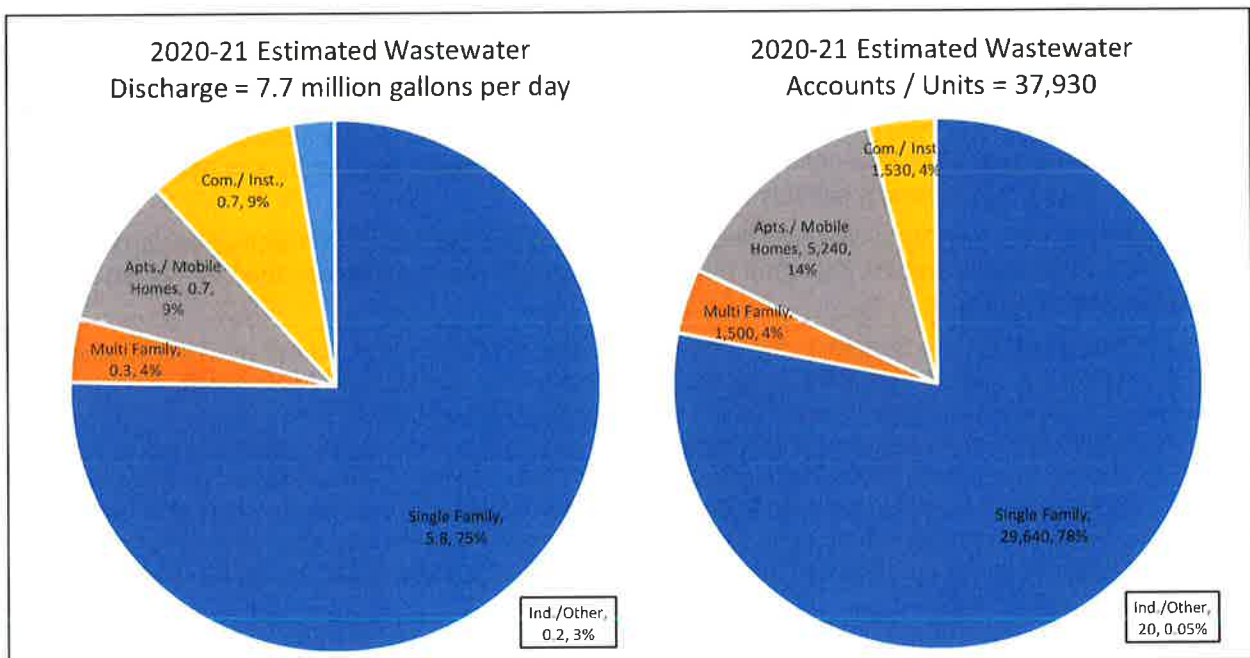


Figure 2-1. Fiscal Year 2020 – 21 Wastewater Discharge and Accounts/Units

2.2 Projected FY22 – FY26 Wastewater Accounts/Units

Projected growth in accounts is based on recent growth in the number of new connections to the sewer system in the City's wastewater service area. The number of Single Family accounts connected to the City's sewer system is projected to increase by 330 accounts per year from FY22 to FY26. The number of accounts in the other customer classes are projected to remain approximately at current levels.

Wastewater discharge per Single Family account and per Multiple Family unit is projected to continue to decrease from current levels. The continued decrease reflects the ongoing reduction in indoor water use resulting from use of more water efficient plumbing fixture devices and changes in water use habits. Wastewater discharge per unit for Apartments and Mobile Homes is projected to remain approximately at current levels. The table below shows projected wastewater discharge per account/unit for residential customer classes.

Table 2-1. Projected Wastewater Discharge per Account/Unit for Residential Customer Classes

Customer Class	FY21	FY22	FY23	FY24	FY25	FY26
	HCF* / gpd	HCF* / gpd	HCF* / gpd	HCF* / gpd	HCF* / gpd	HCF* / gpd
Single Family	8.00 / 197	7.90 / 194	7.70 / 189	7.70 / 189	7.60 / 187	7.50 / 184
Multi Family	6.80 / 167	6.71 / 165	6.53 / 161	6.53 / 161	6.44 / 158	6.35 / 156
Apt./Mobile Homes	5.60 / 138	5.60 / 138	5.60 / 138	5.60 / 138	5.60 / 138	5.60 / 138

* HCF = hundred cubic feet; all values are per month

2.3 Projected FY21 – FY26 Wastewater Discharge

Projected wastewater discharge for FY21 – FY26 is calculated by multiplying the number of accounts and units by the average wastewater discharge per account or unit. Wastewater discharge is shown in HCF (hundred cubic feet). One HCF equals approximately 748 gallons. Projected wastewater discharge, in HCF for each customer class for FY21 to FY26 is shown in the table below.

Table 2-2. Projected FY21 – FY26 Wastewater Discharge

Item	FY21	FY22	FY23	FY24	FY25	FY26
Accounts/Units						
Single Family	29,636	29,966	30,296	30,626	30,956	31,286
Multi Family	1,498	1,498	1,498	1,498	1,498	1,498
Apartments/Mobile Homes	5,237	5,237	5,237	5,237	5,237	5,237
Commercial/Institutional	1,525	1,525	1,525	1,525	1,525	1,525
Industrial	13	13	13	13	13	13
Other	10	10	10	10	10	10
Total	37,919	38,249	38,579	38,909	39,239	39,569
Average Wastewater Discharge HCF/mo						
Single Family	8.00	7.90	7.80	7.70	7.60	7.50
Multi Family	6.80	6.71	6.62	6.53	6.44	6.35
Apartments/Mobile Homes	5.60	5.60	5.60	5.60	5.60	5.60
Commercial/Institutional	19	19	19	19	19	19
Industrial	571	571	571	571	571	571
Other	60	60	60	60	60	60
Wastewater Discharge, HCF						
Single Family	2,845,056	2,840,777	2,835,706	2,829,842	2,823,187	2,815,740
Multi Family	122,237	120,619	119,001	117,383	115,765	114,148
Apartments/ Mobile Homes	351,926	351,926	351,926	351,926	351,926	351,926
Commercial/ Institutional	356,122	356,122	356,122	356,122	356,122	356,122
Industrial	89,058	89,058	89,058	89,058	89,058	89,058
Other	7,149	7,149	7,149	7,149	7,149	7,149
Total	3,771,548	3,765,651	3,758,962	3,751,481	3,743,208	3,734,143
Total HCF, rounded	3,772,000	3,766,000	3,759,000	3,751,000	3,743,000	3,734,000
Total, million gallons	2,821	2,817	2,812	2,806	2,800	2,794
Total, gallons per day	7,730,000	7,718,000	7,704,000	7,689,000	7,672,000	7,653,000

Section 3

Sewer Enterprise Funds Cash Flow and Unit Costs

Revenue from sewer service charges must adequately fund sewer utility operations, capital costs, reserves, and bonded debt related to the provision of sewer service (if any). The City established Sewer Fund 621 as a Public Works Enterprise Fund that accounts for the revenues and expenditures related to providing sewer service. A separate fund, the Sewer System Improvements Fund 622, is set up to track the development fees collected from developers to fund offsite or oversize sewer system facilities.

3.1 Sewer Fund 621 Projected Cash Flow

Projected cash flow for FY20 – FY26 is shown in the table below. Evaluation of the number of days cash (target fund balance) are included in the table. The target ending fund balance is 120 days of operating expenses. In FY26, the target ending fund balance is approximately \$3,000,000.

Table 3-1. Sewer Fund 621 Projected Cash Flow								
All Dollars are x\$1000	Actual	Budget	Projected					FY22 - FY26
Category	FY20	FY21	FY22	FY23	FY24	FY25	FY26	Total
Beginning Balance, July 1	\$7,810	\$7,990	\$6,760	\$5,480	\$4,290	\$3,470	\$3,170	
Revenues								
Charges for Services	\$6,590	\$6,530	\$7,060	\$7,640	\$8,270	\$8,970	\$9,720	\$41,660
Interest	\$370	\$100	\$170	\$160	\$140	\$130	\$120	\$720
Other	\$350	\$350	\$300	\$0	\$0	\$0	\$0	\$300
Total Revenues	\$7,310	\$6,980	\$7,530	\$7,800	\$8,410	\$9,100	\$9,840	\$42,680
Expenses								
Supervision	\$6,400	\$7,070	\$8,190	\$8,360	\$8,610	\$8,870	\$9,140	\$43,170
Capital	\$730	\$1,140	\$620	\$630	\$620	\$530	\$580	\$2,980
Total Expenditures	\$7,130	\$8,210	\$8,810	\$8,990	\$9,230	\$9,400	\$9,720	\$46,150
Net Revenues	\$180	(\$1,230)	(\$1,280)	(\$1,190)	(\$820)	(\$300)	\$120	(\$3,470)
Ending Balance, June 30	\$7,990	\$6,760	\$5,480	\$4,290	\$3,470	\$3,170	\$3,290	
Net Pension/OPEB Liabilities	\$5,670	\$5,670	\$5,670	\$5,670	\$5,670	\$5,670	\$5,670	
Ending Balance without NPL/OPEB	\$13,660	\$12,430	\$11,150	\$9,960	\$9,140	\$8,840	\$8,960	
Days Cash								
Operating Expenses	\$6,400	\$7,070	\$8,190	\$8,360	\$8,610	\$8,870	\$9,140	
120 Days Cash Target	\$2,100	\$2,320	\$2,690	\$2,750	\$2,830	\$2,920	\$3,000	
Evaluation								
Ending Cash Balance	\$7,990	\$6,760	\$5,480	\$4,290	\$3,470	\$3,170	\$3,290	
Calculated Days Cash	460	349	244	187	147	130	131	

Source: All data provided by the City.

* With implementation of GASB68 in FY15, City is now required to book NPL to fund, decreasing net position by the amount of the liability.

From FY21 through FY25, fund balance is being used to attenuate increases in revenue required from sewer service charges. As a result, increases in sewer service charges are kept lower than if the fund balance was not reduced. In FY26, the fund balance increases as revenues exceed expenditures.

3.2 Sewer Fund 622 Projected Cash Flow

Projected cash flow for FY20 – FY26 is shown in the table below. Revenues for Fund 622 are from sewer capacity charges and interest earnings on fund balance.

Table 3-2. Sewer Fund 622 Projected Cash Flow								
All Dollars are x\$1000	Actual	Budget	Projected					FY22 - FY26
Category	FY20	FY21	FY22	FY23	FY24	FY25	FY26	Total
Beginning Balance, July 1	\$1,730	\$2,540	\$1,480	\$2,250	\$3,050	\$3,870	\$4,720	
Revenues								
Charges for Services	\$750	\$900	\$910	\$930	\$940	\$960	\$980	\$4,720
Interest	\$70	\$40	\$20	\$30	\$40	\$50	\$70	\$210
Total Revenues	\$820	\$940	\$930	\$960	\$980	\$1,010	\$1,050	\$5,870
Expenses								
Capital	\$10	\$2,000	\$160	\$160	\$160	\$160	\$160	\$800
Total Expenditures	\$10	\$2,000	\$160	\$160	\$160	\$160	\$160	\$2,800
Net Revenues	\$810	(\$1,060)	\$770	\$800	\$820	\$850	\$890	\$3,070
Ending Balance, June 30	\$2,540	\$1,480	\$2,250	\$3,050	\$3,870	\$4,720	\$5,610	\$3,070

Source: All data provided by the City.

3.3 Sewer Service Charges Allocation of Costs

The annual amount of revenue required from Sewer Service Charges is allocated between revenue to be recovered from a charge that is the same for all dwelling units and accounts and a charge that is the same for each HCF of wastewater discharge. Revenue recovered from dwelling units and accounts is divided by the total number of dwelling units and accounts to yield a unit cost (\$/dwelling unit-account). Revenue recovered from HCF is divided by HCF of wastewater discharge to yield a unit cost (\$/HCF).

The percent of total expenditures allocated to the account/unit charge is 30 percent. The other 70 percent is allocated to the unit cost for wastewater discharge. Percent and dollar allocations for FY22 – FY26 are summarized in the table below.

Table 3-3. Sewer Service Charges Allocation of Costs							
Category		FY22	FY23	FY24	FY25	FY26	Total
Operating Expenses (x\$000)							
Supervision	from Table 3-1	\$8,194	\$8,361	\$8,612	\$8,870	\$9,136	\$43,173
Capital Expenses	from Table 3-1	\$624	\$634	\$622	\$532	\$583	\$2,995
Add / (Use) Fund Balance		(\$1,760)	(\$1,360)	(\$960)	(\$440)	(\$10)	(\$4,530)
Net Operating Expenses		\$7,058	\$7,635	\$8,274	\$8,962	\$9,709	\$41,638
Allocation, %							
Accounts/Units Allocation %		30%	30%	30%	30%	30%	
Flow Allocation %		70%	70%	70%	70%	70%	
Allocation Summary, \$							
Accounts-Units		\$2,117	\$2,291	\$2,482	\$2,689	\$2,913	\$12,491
Flow		\$4,941	\$5,345	\$5,792	\$6,273	\$6,796	\$29,147
Total		\$7,058	\$7,635	\$8,274	\$8,962	\$9,709	\$41,638
Allocation Summary, %							
Accounts		30%	30%	30%	30%	30%	30%
Flow		70%	70%	70%	70%	70%	70%

3.4 Sewer Service Charges Unit Costs of Service

Unit costs of service are calculated by dividing the allocated net expenditures shown in Table 3-3 by the amount of use (accounts/units or wastewater discharge flow). Unit costs of service for FY22 – FY26 are summarized in the table below.

Cost Category		FY22	FY23	FY24	FY25	FY26	Total
Allocation Summary (x\$000)							
Accounts-Units	<i>from Table 3-3</i>	\$2,117	\$2,291	\$2,482	\$2,689	\$2,913	\$12,491
Flow	<i>from Table 3-3</i>	\$4,941	\$5,345	\$5,792	\$6,273	\$6,796	\$29,147
Total		\$7,058	\$7,635	\$8,274	\$8,962	\$9,709	\$41,638
Account/Unit Cost							
Cost Allocation (x\$000)		\$2,117	\$2,291	\$2,482	\$2,689	\$2,913	
Accounts/Dwelling Units	<i>from Table 2-2</i>	38,249	38,579	38,909	39,239	39,569	
Unit Cost, \$/Account-Unit/month (not rounded)		\$4.61	\$4.95	\$5.32	\$5.71	\$6.13	
Flow Unit Cost							
Cost Allocation (x\$000)		\$4,941	\$5,345	\$5,792	\$6,273	\$6,796	
Flow, HCF x1000	<i>from Table 2-2</i>	3,766	3,759	3,751	3,743	3,734	
Unit Cost, \$/HCF (not rounded)		\$1.31	\$1.42	\$1.54	\$1.68	\$1.82	

The same unit costs are used to develop sewer service charges for all customer classes.

The amount of revenue required from each customer class is the unit cost for accounts-units times the number of accounts-units *plus* the unit cost for per HCF of wastewater discharge times the wastewater discharge for each customer class.

3.5 Sewer Service Charges Revenue by Customer Class

Calculation of the revenue required from sewer service charges for each customer class for FY22– FY26 using the unit costs is shown in the table below.

Table 3-5. Sewer Service Charges Revenue by Customer Class						
Category		FY22	FY23	FY24	FY25	FY26
Unit Costs						
Acct-Unit, \$/Acct-Unit/month (not rounded)	from Table 3-4	\$4.61	\$4.95	\$5.32	\$5.71	\$6.13
Flow, \$/HCF (not rounded)	from Table 3-4	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82
Revenue Required from Charges						
<i>Account/Dwelling Unit Costs</i>						
Number of Accounts/Dwelling Units						
Single Family	from Table 2-2	29,966	30,296	30,626	30,956	31,286
Multi Family	from Table 2-2	1,498	1,498	1,498	1,498	1,498
Apartments/Mobile Homes	from Table 2-2	5,237	5,237	5,237	5,237	5,237
Commercial/Institutional	from Table 2-2	1,525	1,525	1,525	1,525	1,525
Industrial	from Table 2-2	13	13	13	13	13
Other	from Table 2-2	10	10	10	10	10
Total		38,249	38,579	38,909	39,239	39,569
Revenue Required						
Single Family		\$1,658,867	\$1,798,724	\$1,953,786	\$2,121,061	\$2,302,983
Multi Family		\$82,927	\$88,939	\$95,565	\$102,641	\$110,269
Apartments/Mobile Homes		\$289,911	\$310,929	\$334,094	\$358,832	\$385,499
Commercial/Institutional		\$84,421	\$90,542	\$97,287	\$104,491	\$112,256
Industrial		\$720	\$772	\$829	\$891	\$957
Other		\$554	\$594	\$638	\$685	\$736
Total		\$2,117,400	\$2,290,500	\$2,482,200	\$2,688,600	\$2,912,700
<i>Flow Costs</i>						
Wastewater Discharge						
Single Family		2,840,777	2,835,706	2,829,842	2,823,187	2,815,740
Multi Family		120,619	119,001	117,383	115,765	114,148
Apartments/Mobile Homes		351,926	351,926	351,926	351,926	351,926
Commercial/Institutional		356,122	356,122	356,122	356,122	356,122
Industrial		89,058	89,058	89,058	89,058	89,058
Other		7,149	7,149	7,149	7,149	7,149
Total		3,765,651	3,758,962	3,751,481	3,743,208	3,734,143
Revenue Required						
Single Family		\$3,727,148	\$4,031,812	\$4,368,909	\$4,731,498	\$5,124,767
Multi Family		\$158,254	\$169,196	\$181,225	\$194,016	\$207,754
Apartments/Mobile Homes		\$461,734	\$500,370	\$543,329	\$589,808	\$640,521
Commercial/Institutional		\$467,239	\$506,335	\$549,807	\$596,840	\$648,158
Industrial		\$116,846	\$126,623	\$137,494	\$149,256	\$162,089
Other		\$9,380	\$10,164	\$11,037	\$11,981	\$13,011
Total		\$4,940,600	\$5,344,500	\$5,791,800	\$6,273,400	\$6,796,300
Revenue Requirement Summary						
Single Family		\$5,386,016	\$5,830,536	\$6,322,695	\$6,852,559	\$7,427,750
Multi Family		\$241,181	\$258,135	\$276,789	\$296,657	\$318,022
Apartments/Mobile Homes		\$751,645	\$811,299	\$877,423	\$948,640	\$1,026,020
Commercial/Institutional		\$551,660	\$596,877	\$647,094	\$701,331	\$760,414
Industrial		\$117,565	\$127,395	\$138,323	\$150,147	\$163,046
Other		\$9,933	\$10,758	\$11,675	\$12,666	\$13,747
Total		\$7,058,000	\$7,635,000	\$8,274,000	\$8,962,000	\$9,709,000

3.6 Sewer Service Charges by Customer Class

The amount of revenue required from each customer class is recovered by a uniform charge for each residential customer class and by a combination of a uniform charge and a flow-based charge for nonresidential customers. Calculation of sewer service charges for each customer class for FY22 – FY26 are summarized in the table below.

Note that recommended sewer service charges for the nonresidential customer class are rounded values (to the nearest \$0.05 for the account charge and \$0.01 for the HCF rate) while the unit costs shown in Table 3-3 are not rounded.

Table 3-6. Sewer Service Charges by Customer Class						
Category		FY22	FY23	FY24	FY25	FY26
Revenue Required						
Single Family	from Table 3-5	\$5,386,016	\$5,830,536	\$6,322,695	\$6,852,559	\$7,427,750
Multi Family	from Table 3-5	\$241,181	\$258,135	\$276,789	\$296,657	\$318,022
Apartments/Mobile Homes	from Table 3-5	\$751,645	\$811,299	\$877,423	\$948,640	\$1,026,020
Commercial/Institutional	from Table 3-5	\$551,660	\$596,877	\$647,094	\$701,331	\$760,414
Industrial	from Table 3-5	\$117,565	\$127,395	\$138,323	\$150,147	\$163,046
Other	from Table 3-5	\$9,933	\$10,758	\$11,675	\$12,666	\$13,747
Total		\$7,058,000	\$7,635,000	\$8,274,000	\$8,962,000	\$9,709,000
Sewer Service Charges						
Single Family						
Cost Allocation	from Table 3-5	\$5,386,016	\$5,830,536	\$6,322,695	\$6,852,559	\$7,427,750
Number of Dwelling Units	from Table 2-2	29,966	30,296	30,626	30,956	31,286
Rate, \$/dwelling unit/month (rounded to \$0.05)		\$15.00	\$16.05	\$17.20	\$18.45	\$19.80
Multiple Family						
Cost Allocation	from Table 3-5	\$241,181	\$258,135	\$276,789	\$296,657	\$318,022
Number of Dwelling Units	from Table 2-2	1,498	1,498	1,498	1,498	1,498
Rate, \$/dwelling unit/month (rounded to \$0.05)		\$13.40	\$14.35	\$15.40	\$16.50	\$17.70
Apartments/Mobile Homes						
Cost Allocation	from Table 3-5	\$751,645	\$811,299	\$877,423	\$948,640	\$1,026,020
Number of Dwelling Units	from Table 2-2	5,237	5,237	5,237	5,237	5,237
Rate, \$/dwelling unit/month (rounded to \$0.05)		\$11.95	\$12.90	\$13.95	\$15.10	\$16.35
Nonresidential						
Account Rate						
Account Cost Allocation	from Table 3-5	\$85,695	\$91,907	\$98,755	\$106,067	\$113,949
Number of Accounts	from Table 2-2	1,548	1,548	1,548	1,548	1,548
Rate, \$/account/month (rounded to \$0.05)		\$4.60	\$4.95	\$5.30	\$5.70	\$6.15
Flow Rate						
Cost Allocation	from Table 3-5	\$593,464	\$643,123	\$698,338	\$758,078	\$823,259
Wastewater Discharge, HCF	from Table 2-2	452,329	452,329	452,329	452,329	452,329
Rate, \$/HCF (rounded to \$0.01)		\$1.31	\$1.42	\$1.54	\$1.68	\$1.82

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Section 4

Recommended Sewer Service Charges

Recommended sewer service charges for residential and nonresidential customer classes are presented in this section. A survey of Single Family monthly wastewater bills for six other nearby municipalities which provide sewer service is included.

4.1 Recommended Sewer Service Charges

Recommended uniform charges for Residential users are based on unit costs applicable to all users. The unit costs are used to calculate monthly bills for Nonresidential users.

Based on evaluation of the sewer enterprise funds cash flow for FY22 – FY26 using projected expenditures and revenues it is recommended that current monthly Single Family sewer rates be increased by \$1.00 per month for FY22 (from \$14.00 to \$15.00). Single Family rates for each of the following four fiscal years would increase by an additional \$1.05, \$1.15, \$1.25, and \$1.35 per month. The FY26 Single Family rate would be \$19.80 per month.

Recommended sewer service rates and charges for FY22 – FY26 are listed in the table below.

Table 4-1. Recommended Sewer Service Charges											
	Current FY21	Recommended Five-Year Rate Plan									
		FY22	FY23	FY24	FY25	FY26	FY22	FY23	FY24	FY25	FY26
effective dates >	7/1/2019	7/1/2021	7/1/2022	7/1/2023	7/1/2024	7/1/2025					
<i>Residential, \$/month</i>											
<i>per Dwelling Unit</i>											
Single Family	\$14.00	\$15.00	\$16.05	\$17.20	\$18.45	\$19.80	7%	7%	7%	7%	7%
Multiple Family	\$12.70	\$13.40	\$14.35	\$15.40	\$16.50	\$17.70	6%	7%	7%	7%	7%
Apartment/Mobile Home	\$11.10	\$11.95	\$12.90	\$13.95	\$15.10	\$16.35	8%	8%	8%	8%	8%
<i>Nonresidential</i>											
Account Charge, \$/month	\$4.44	\$4.60	\$4.95	\$5.30	\$5.70	\$6.15	4%	8%	7%	8%	8%
Volume Rate, \$/HCF *	\$1.20	\$1.31	\$1.42	\$1.54	\$1.68	\$1.82	9%	8%	8%	9%	8%
* 1 HCF = approximately 748 Gallons											

4.2 Survey of Single Family Monthly Wastewater Bills

Delta Diablo provides wastewater conveyance and wastewater treatment services to the City of Antioch and the City of Pittsburg. To calculate annual wastewater bills for these two cities, Delta Diablo wastewater charges must be added to the wastewater charges for each city.

The City of Antioch's current and recommended sewer service charges and the current wastewater treatment charges from Delta Diablo for FY21 were compared to the sewer service charges and wastewater treatment charges for other agencies. Results of the survey are shown in the table below.

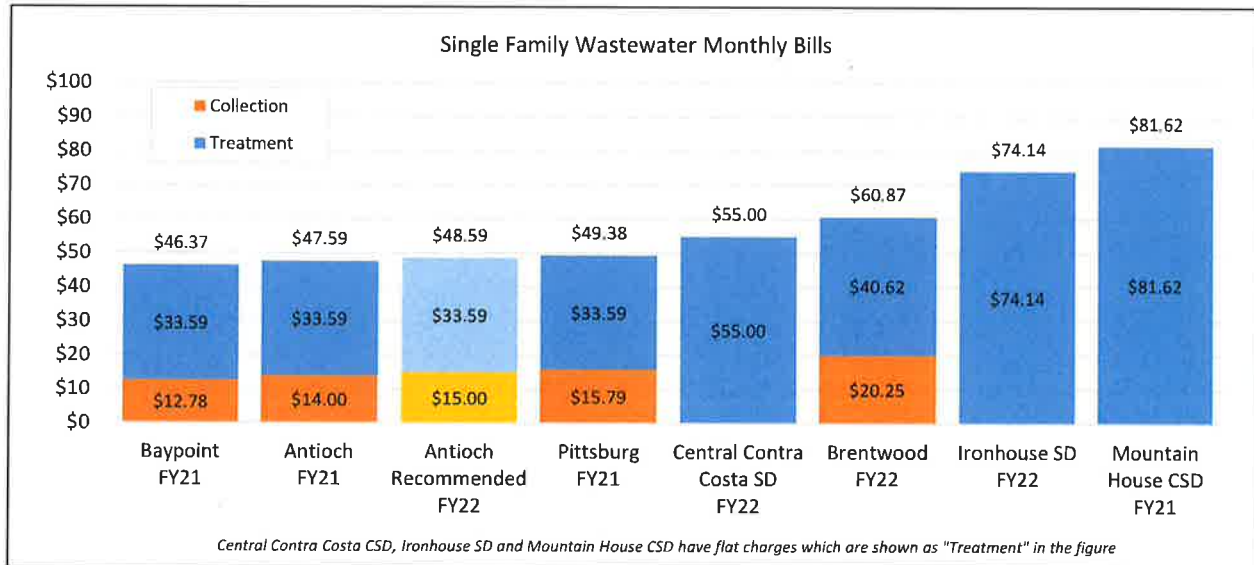


Figure 4-1. Survey of Single Family Monthly Wastewater Bills



Section 5

Limitations

This document was prepared solely for the City of Antioch in accordance with professional standards at the time the services were performed and in accordance with the contract between the City of Antioch and Municipal Financial Services. This document is governed by the specific scope of work authorized by the City of Antioch in an Agreement dated January 29, 2014 and subsequent amendments to the Agreement; it is not intended to be relied upon by any other party. We have relied on information or instructions provided by the City of Antioch and, unless otherwise expressly indicated, have made no independent investigation as to the validity, completeness, or accuracy of such information.

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STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Lizeht Zepeda, Economic Program Manager

APPROVED BY: Kwame P. Reed, Economic Director *KPR*

SUBJECT: Economic Development Commission (EDC) appointment for one (1) partial-term vacancy expiring June 2023

RECOMMENDED ACTION

It is recommended that:

1. The Mayor nominate for appointment one (1) candidate for the Economic Development Commission for one partial-term vacancy expiring June 2023 and
2. The City Council adopt the resolution approving the appointment of the Mayor's nominee.

FISCAL IMPACT

This action has no direct fiscal impact.

DISCUSSION

The Economic Development Commission ("EDC") was created in 2001. Its function is to address economic development issues within the City and to make recommendations to the City Council regarding policies, development strategies and planning activities designed to enhance the City's economic base and create quality jobs. The EDC consists of seven members holding 4-year terms. Commissioners must be either a City resident or owner/operator of a business located in the City to serve on EDC.

Mayor Thorpe has interviewed the applicants and is nominating Christian Hills to be appointed to the vacancy.

ATTACHMENTS

- A. Resolution
- B. Application

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO THE
ECONOMIC DEVELOPMENT COMMISSION**

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;

WHEREAS, there is currently one vacancy on the Economic Development Commission ending in June 2023;

WHEREAS, the City Clerk's Office announced the vacancy and solicited applications for the vacancy;

WHEREAS, Mayor Lamar Thorpe considered four (4) applications and interviewed the interested applicants; and

WHEREAS, Mayor Lamar Thorpe has nominated Christian Hills to the Economic Development Commission.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Antioch hereby approves the Mayor's nomination of [insert name of appointee after appointment] and appoint to serve on the Economic Development Commission, for one (1) partial-term vacancy, ending in June 2023.

* * * * *

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 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



RECEIVED

MAR 24 2021

CITY OF ANTIOCH
CITY CLERK**APPLICATION DEADLINE: 5:00 p.m. Friday, March 26, 2021**APPLICATION FOR COMMUNITY SERVICEECONOMIC DEVELOPMENT COMMISSION

One (1) Partial-Term Vacancy (Expiring June 2021) AND
One (1) Partial-Term Vacancy (Expiring June 2023)

Print Your Name Christian HillsAddress [REDACTED] City AntiochZIP Code 94509 Phone (H) [REDACTED] (W) [REDACTED] (C) [REDACTED]E-mail address [REDACTED]Employer Self-Employed dual-careerAddress [REDACTED] City AntiochOccupation Independent Financial planner + CosmetologistYears lived in the City of Antioch 11 years

List the three (3) main reasons for your interest in this appointment:

I am passionate about the quality of life + community.I am naturally a good problem solver & creative and want to use my gifts & talents to enrich my community.I am a local business owner & feel that I can help provide valuable input.Have you attended any meeting of this commission? not live since COVID, just replays

Have you had any previous appointments to this or other city commissions or boards?

(If yes, please explain) NO, N/AWhat skills/knowledge do you have that would be helpful in serving on the Economic Development Commission? I have skills in project management, auditing,budget development, public speaking, community outreach, and process development. In addition, I carry knowledge in entrepreneurship, financial planning and development - both corporately & commercially and brand development.

Please indicate any further information or comments you wish to make that would be helpful in reviewing your application.

I am thankful to the city of Antioch for providing this opportunity. Any consideration and time taken to review my application is very much appreciated. I feel that I can add an immense value to this commission & fresh perspective. I am a team player, and if selected, am sure that my personality will fit within the current team. Not only am I passionate about my community, but I am a servant leader. Again, thank you for your consideration.

Can you attend meetings at the designated days and time? yes, I can.

PLEASE ATTACH YOUR RESUME (Recommended to enhance your application).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also mail/deliver to:

Office of the City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007



Signature

03/24/2021

Date

Christian Hills

FINANCIAL MANAGEMENT SPECIALIST

MY EXPERTISE

- Project Management in the Corporate Setting
- Auditing and budget development
- Public speaking
- Community Outreach
- Creative idea and process development

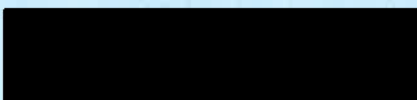
EDUCATION

Los Medanos College
Studies Business Management & Behavioral and Social Sciences

Paul Mitchell The School, East Bay
Studies Business & Brand development and Cosmetology

La Paloma High School
High School Diploma

CONTACT INFORMATION



WORK EXPERIENCE

Management Director, Millennial Divison

Wifi- Women in Financial Industry | 2019 - present

- Manage community development projects and initiatives in accordance with KPI and KRA set forth by the organization
- Coordinate with projects leads and conduct evaluation of progress
- Experience in auditing, legal compliance, budget development
- Bring fully-rounded, creative solutions and strategies to further develop Wifi's mission as needed
- Coaches and develops a market of Millennial agents in the finance industry

Project Manager

Project 1000 Mission & Community Initiative | 6 month project, 2020

- Prepared material and lead several projects from conceptualization to delivery
- Conducted reports and analysis to further project progress
- Developed marketing and budgeting strategy and managed contracting partnerships

Independent Financial Management Specialist + Trainer

- Create, develop and maintain portfolio of high-end clientele and business partnerships
- Lead company-wide and office-wide trainings on sales, compliance and auditing
- Partner with management to develop systems and processes to maintain quality working environments

Corporate Brand Ambassador

Various Brands | 2016-Present

- Prepare marketing materials for various brands through social media and marketing platforms
- Understand and provide in-depth understanding & insight reports of marketing trends and segments
- Maintain strong brand partnerships


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Powell Meads, Police Lieutenant

APPROVED BY: Tammany Brooks, Chief of Police 

SUBJECT: Police Crime Prevention Commission Appointment
for one partial-term vacancy expiring June 2023

RECOMMENDED ACTION

It is recommended that:

1. The Mayor nominate for appointment one (1) candidate for the Police Crime Prevention Commission for one partial-term vacancy expiring June 2023 and
2. The City Council adopt the resolution approving the appointment of the Mayor's nominee.

FISCAL IMPACT

There is no fiscal impact as all positions are voluntary.

DISCUSSION

The Antioch Police Crime Prevention Commission makes recommendations to the City Council relative to crime prevention and reports on programs. Commissioners are involved in public presentations, coordination of various Neighborhood Watch groups, and special community events such as National Night Out. The Commission consists of 7 members, who each serve a 4-year term. **Applicants must not be a full-time police officer.** The Commission meets on the third Monday evening of the month barring holidays at which time the meeting will be held the following Wednesday.

Currently, there is one partial term vacancy on the Antioch Police Crime Prevention Commission. The vacancy is due to the resignation of a commissioner whose term was to expire in June 2023.

As a result of advertising, 7 applicants were interviewed by Mayor Lamar Thorpe and Police Chief Tammany Brooks for the vacancies, and one applicant is being considered for the position:

Diego Gonzalez-Ventura

The appointment will be seated at the regularly scheduled Antioch Police Crime Prevention Commission meeting on June 21, 2021.

ATTACHMENTS

- A. Resolution
- B. Application of the listed applicant.

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPOINTING [INSERT NAME OF APPOINTEE AFTER APPOINTMENT] TO THE
POLICE CRIME PREVENTION COMMISSION FOR (1) ONE PARTIAL-TERM
VACANCY ENDING IN JUNE 2023**

WHEREAS, there is currently (1) one vacancy on the Police Crime Prevention Commission ending in June 2023; and

WHEREAS, the City Clerk's Office made announcement of the vacancies and solicited applications for both vacancies; and

WHEREAS, Mayor Lamar Thorpe considered seven applications received and interviewed each of the interested applicants; and

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 [insert name of appointee(s) after appointment] to the Police Crime Prevention Commission; and

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Antioch hereby approve the Mayor's nomination of [insert name of appointee(s) after appointment] and appoint them to serve on the Police Crime Prevention Commission, as Commissioner, for a partial term ending in June 2023.

* * * * *

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 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

RECEIVED

JAN 18 2021

CITY OF ANTIOCH
CITY CLERK

APPLICATION DEADLINE: 5:00 p.m. Friday, January 29, 2021

APPLICATION FOR COMMUNITY SERVICE

POLICE CRIME PREVENTION COMMISSION

One (1) partial-term vacancy expiring October 2021

One (1) partial-term vacancy expiring June 2023

Print your name: Diego González Ventura

Address: Elizabeth Lane City: Antioch

ZIP Code 94509 Phone (H) N/A (W) _____

E-mail address: _____

Employer: Kentucky Fried Chicken (KFC)

Address: Railroad Ave City: Pittsburg

Occupation: Drive thru cashier

Years lived in the City of Antioch: 14

List the three (3) mail reasons for your interest on this appointment:

The three main reasons behind my solicitation of this position are: I support the Black & Brown Lives Matter movement, I am eager to discuss the social, medical, & economic disparities people of color face, & I seek to minimize crime in our communities of color

Have you attended any meetings of this commission? NO

Have you had any previous city community service on this commission? (If yes, please explain) NO

What skills/Knowledge do you have that would be beneficial in serving on the Police Crime Prevention Commission? I am a minority myself (latinx). I am bilingual in Spanish, & I was raised in an area with a high crime rate (Sycamore)



BOARDS AND COMMISSION VACANCY ANNOUNCEMENT

POLICE CRIME PREVENTION COMMISSION

One (1) partial-term vacancy expiring October 2021

One (1) 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.

To be considered for this volunteer position, a completed application must be received by e-mail at: cityclerk@ci.antioch.ca.us, or mailed to the Office of the City Clerk, 200 H Street/P.O. Box 5007, Antioch, CA 94531-5007, no later than

5:00 p.m., Friday, January 29, 2021.

An application is available on the City's Website at:
<https://www.antiochca.gov/#>.

Please indicate any addition information or comments you wish to make that would be helpful in reviewing your applications:

I am a full-time student at UC Berkeley - my majors are
Immunology & Metabolism

The Commission meets on the third Monday of the month in the Antioch Police Department's Community Room (300 "L" Street) at 7:00 p.m., barring holidays in which case meetings will be held the following Wednesday. Can you attend the meetings at the designated time? Yes

PLEASE ATTACH YOUR RESUME (Recommended to enhance your application).

PLEASE NOTE THIS COMPLETED APPLICATION IS AVAILABLE FOR PUBLIC REVIEW.

Email completed application with resume to: cityclerk@ci.antioch.ca.us. You can also mail/deliver to:

Office of the City Clerk
200 "H" Street
P.O. Box 5007
Antioch, CA 94531-5007

Diego Gonzalez Ventura

Signature

01/18/2021

Date

Diego González Ventura

Antioch, CA 94509

In addition to having a foundation knowledge and background with working with the elderly, I also have some experience working with children. I was a babysitter for my baby cousins and for the kids of many family friends. Moreover, I was also employed as a tutor for my high school. I would assist many of my fellow peers, middle schoolers, and elementary school students with their academics. Furthermore, I was also an active member of my high school's Buddy Club which is an organization dedicated to the assimilation of special ed students back into society. Upper class students, such as myself, would be fortunate enough to be assigned a group of autistic students. We would lend them a friendly, helping hand with homework, we would have routine check in talks with them, and we would plan activities with them, such as the Special Olympics.

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Undergraduate Research Assistant

Kang Lab - Berkeley, CA

May 2020 to Present

Due to the ongoing COVID-19 pandemic, the work I do for the lab is extremely limited as much of it is online/digital/remote, yet despite this, the overall experience is very engaging and educative. The main task among many others that I am given is to guide lab meeting discussions about an assigned scientific research paper pertaining to adipogenesis as well as type 2 diabetes. Our main focus at the laboratory is to investigate how the biosynthesis and exocytosis of GLUT4 glucose transporter proteins are inhibited in patients with type 2 diabetes at the genetic level using epigenetics.

Undergraduate Researcher

Boot's Lab - Berkeley, CA

September 2019 to July 2020

As an undergraduate student researcher, I am assigned various tasks, including harvesting dead larvae cadavers, moving maintenance and infection pots for pure bred lines, and infecting inbred and heterogeneous lines. Our current experiment is called the Monoculture Effect where we observe and analyze the coevolution between a specific virus strain and a homogeneous as well as a heterogeneous population of moths respectively.

Medication Technician/Caregiver

MBK Senior Living

January 2019 to June 2019

I worked as both a caregiver and medication technician for assistant senior living, independent senior living, hospice, and memory care. As a caregiver, I would assist the residents in the community with basic and extended needs, such as; eating, toileting, cleaning, bathing and showering, laundry, getting up, transfers, dressing, and other activities that they have lost their liberty and ability to do as a consequence

of them growing old or an adverse effect of their dementia related illnesses, such as Alzheimer's . When I was scheduled to be a Medication Technician, I would distribute medication to our residents. I would make sure they took all there prescriptions, over the counter drugs, and PRNs on time, with the correct dosage and chronologically paralleled drugs. I would also be in charge of incident reports and observing if our elderly were developing and demonstrating any side effects to their medical treatments or in distress or disoriented.

Education

High school or equivalent in Immunology and Toxicology

University of California-Berkeley - Berkeley, CA

Skills

- State certified in the Spanish Language (5 years)
- Dementia Care
- Alzheimer's Care
- Special Education
- Memory Care
- Autism Experience
- Social Listening
- Tutoring
- Home Care
- Medication Administration
- Hospice Care
- Caregiving
- Childcare
- Babysitting
- Teaching
- Meal Preparation
- Experience with Children

Certifications and Licenses

California Caregiver and Medication Technician

January 2019 to Present


CITY OF
ANTIOCH
CALIFORNIA

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Joe Vigil, Police Lieutenant

APPROVED BY: Tammany Brooks, Chief of Police 

SUBJECT: Taser Replacement and Software Upgrade

RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

1. Approving a five-year contract with Axon Enterprises Inc. to upgrade the Police Department's Taser hardware and operating system software from July 1, 2021 to June 30, 2026 and
2. Authorizing the City Manager to execute a purchasing agreement with Axon Enterprises not to exceed \$407,118.30 over a five-year period.

FISCAL IMPACT

There will be an initial implementation expenditure of \$119,845.82 and an annual expenditure of \$71,818.12. The total expenditure over the five-year contact period will be \$407,118.30. The initial implementation expenditure (\$119,845.82) is included in the approved fiscal year 2020/2021 General Fund Police Department budget.

DISCUSSION

The current Taser platform has been in use since 2008. The supporting hardware the Antioch Police Department is using for the X26P Taser is limited and does not provide a full scope of data when used. Currently, when a Taser is utilized, it can be downloaded for its information. The information shows how long the Taser was used and the time it was used. The current software provides limited information because it is outdated.

Axon Enterprises has since developed a newer technological platform which is cloud based and displays more fields of information. The X26P Taser itself is dated and requires more parts and support to keep it in service. New Taser technology is more effective as well as re-chargeable, eliminating the need to purchase costly batteries. Currently, the Police Department is not in a contract with Axon Industries, and we are paying for parts and equipment as needed.

Current Taser hardware has been significantly upgraded, streamlined, and become more effective in the last few years. The Taser 7 is the latest in Taser technology. The software that supports the Taser 7 provides a full scope of what is happening with a Taser when it is utilized. In the current age, where transparency is expected of local municipalities and county agencies, the new Taser technology not only lets one see the electrical current of the device (like the X26P), it also shows the connectivity, the charge, and a time comparison while the device is in use. It gives officers the ability to account for the use of the Taser as well as document its effectiveness and how it performed during the duration of use. This enables officers to conduct a more complete and comprehensive investigation when it comes to incidents where force is used. It also allows supervisors the opportunity to ensure force was justifiable and within department policy. These records can be maintained and used as documentation in all use of force reports.

Unlike the X26P, the Taser 7 can be used in close range situations, can utilize two cartridges and two lasers at once for use against two different threats, can charge and download simultaneously, has a warning arc, enables a backup deployment if the first fails, and an automated function which allows Tasers to be assigned to individual officers. This also allows the Taser to be synced to an officer's body camera, and their signal sidearm for activating body worn cameras. In the event of a Taser failure or malfunction a new Taser can be re assigned to an officer that will work with their assigned equipment. Taser 7 can also be synced and used with our body worn cameras.

The five-year contract with Axon Industries would cover all software and updates, as well as all Taser 7 equipment and replacement parts for the duration of the contract.

Axon Industries is the only company that offers this equipment with these capabilities which is currently the industry standard. Taser 7 is one-of-a-kind and is not sold through distributors, the manufacturer is the exclusive distributor.

ATTACHMENTS

- A. Resolution
- B. Axon Enterprise Inc. Quote
- C. Taser 7 Terms and Conditions

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
APPROVING A FIVE-YEAR CONTRACT WITH AXON ENTERPRISES INC. TO
PROVIDE TASER HARDWARE AND THE ACCOMPANING SOFTWARE FROM
JULY 1, 2021 TO JUNE 30, 2026, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE A PURCHASING AGREEMENT WITH AXON ENTERPRISES INC. NOT
TO EXCEED \$407,118.30 OVER A FIVE-YEAR PERIOD**

WHEREAS, the City of Antioch Police Department currently has no Taser contract with Axon Enterprises Inc.;

WHEREAS, the City of Antioch Police Department desires to upgrade and replace its current Taser hardware and software;

WHEREAS, the replacement of Taser equipment will assist in improving public safety through the use of technology, training, and updated equipment;

WHEREAS, this expenditure was included in the approved FY 2020/21 budget;

WHEREAS, Taser 7 and its software are unique to Axon Enterprises Inc. and can only be provided by Axon Enterprises Inc; and

WHEREAS, funding for the purchase has been approved in the General Fund.

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

1. Approves a five-year contract with Axon Enterprises Inc. to provide Taser hardware and software from July 1, 2021 to June 30, 2026, and
2. Authorizes the City Manager to execute a purchasing agreement with Axon Industries Inc. not to exceed \$407,118.30 over a five-year period.

* * * * *

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 8th day of June, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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



AXON

Antioch Police Department - CA

AXON SALES REPRESENTATIVE

Rachel Hall

rhall@axon.com

ISSUED

5/21/2021



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-299664-44337.915RH

Issued: 05/21/2021



Quote Expiration: 06/30/2021

Account Number: 147404

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Joseph Vigil
Antioch Police Department - CA
300 L Street
Antioch, CA 94531
US

BILL TO

Antioch Police Department - CA
300 L Street
Antioch, CA 94531
US

SALES REPRESENTATIVE

Rachel Hall
Phone:
Email: rhall@axon.com
Fax:

PRIMARY CONTACT

Joseph Vigil
Phone: (925) 779-6993
Email: jvigil@antiochca.gov

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	116	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	116	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		21	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		348	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		348	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		116	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		116	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		232	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		232	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		232	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		232	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		139	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		139	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER		95	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	300.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	0.00	0.00
Other						
20430	TASER 7 CERTIFICATION BUNDLE HEADER	60	116	0.00	0.00	0.00
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	116	690.00	941.37	109,198.92
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	0.00	0.00	0.00
Services						
85147	CEW STARTER		1	2,750.00	0.00	0.00
					Subtotal	109,198.92
					Estimated Shipping	0.00
					Estimated Tax	10,646.90
					Total	119,845.82

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		3	0.00	0.00	0.00
Subtotal						0.00
Estimated Tax						0.00
Total						0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		232	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		232	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	116	690.00	564.12	65,437.92
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						65,437.92
Estimated Tax						6,380.20
Total						71,818.12

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		232	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		232	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		232	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		232	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	116	690.00	564.12	65,437.92
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	65,437.92
					Estimated Tax	6,380.20
					Total	71,818.12

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		232	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		232	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	116	690.00	564.12	65,437.92
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	65,437.92
					Estimated Tax	6,380.20
					Total	71,818.12

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		232	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		232	0.00	0.00	0.00
Other						
20437	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	116	690.00	564.12	65,437.92
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	65,437.92
					Estimated Tax	6,380.20
					Total	71,818.12
Grand Total						407,118.30

Discounts (USD)

Quote Expiration: 06/30/2021

List Amount	404,750.00
Discounts	33,799.40
Total	370,950.60

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	119,845.82
Spares	0.00
Year 2	71,818.12
Year 3	71,818.12
Year 4	71,818.12
Year 5	71,818.12
Grand Total	407,118.30

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the **Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience** (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. **The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA.** In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (Or write N/A):	_____		

Please sign and email to Rachel Hall at rhall@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Device**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 Warranty.

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

8 Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
- 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be



Master Services and Purchasing Agreement between Axon and Agency

understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

“Agency Content” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“Evidence” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“Non-Content Data” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“Personal Data” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (**“TASER Data”**). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020



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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- 12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records

Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term (“**Axon Records Subscription**”)

An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon’s or Axon’s licensors on or within Axon Cloud Services; or
 - 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon’s data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.



Master Services and Purchasing Agreement

- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

- 2 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

- 3 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

- 4 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible



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for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

- 5 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 6 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 7 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 8 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- 9 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 10 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



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- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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1



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: Food Deserts and Equitable Food Access for Youth and Families through Community Gardens/Farming, Farmers Market, Workshops, Presentations and Programming

RECOMMENDED ACTION

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

FISCAL IMPACT

This recommended action has no direct fiscal impact at this time.

DISCUSSION

On December 8, 2020 and January 12, 2021, Council Member Tamisha Torres-Walker identified food insecurity and access to healthy and affordable food options as policy topics of concern. A City Council discussion took place at the regular meeting of the City Council on May 11, 2021. Discussion centered on parts of the City of Antioch described as “food deserts,” or geographical areas where it is difficult to access quality, affordable fresh food. City Council interest was subsequently expressed in the following:

- Healthy Neighborhood Overlay Districts
- A Temporary moratorium on new liquor stores or ways to incentivize the integration of healthy and hot food options at existing liquor stores
- Farmers markets, including pop-up approaches to improve access, and local partnerships with agricultural organizations
- Urban neighborhood gardens
- Establishment of an ad hoc committee of the City Council

At Mayor Thorpe’s request, this item has been scheduled for placement on the agenda. This item is solely for the City Council’s discussion.

ATTACHMENTS


None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: YOUTH DEVELOPMENT – Coding Skills as a Potential Training Area

RECOMMENDED ACTION

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

FISCAL IMPACT

This recommended action has no direct fiscal impact at this time.

DISCUSSION

This item is solely for the City Council's discussion.

ATTACHMENTS


None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: YOUTH DEVELOPMENT – Exploration of Adaptive Programming Policy for the Parks and Recreation Department, including an Annual All Abilities Day

RECOMMENDED ACTION

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

FISCAL IMPACT

This recommended action has no direct fiscal impact at this time.

DISCUSSION

This item is solely for the City Council's discussion.

ATTACHMENTS


None.



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager 

APPROVED BY: Ron Bernal, City Manager

SUBJECT: YOUTH DEVELOPMENT - Establishment of a Youth Commission

RECOMMENDED ACTION

It is recommended that the City Council discuss and provide direction to City staff as to whether they wish to form a Youth Commission for the City of Antioch.

FISCAL IMPACT

This recommended action has no direct fiscal impact at this time.

DISCUSSION

This item is solely for the City Council's discussion.

ATTACHMENTS

None.

STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting of June 8, 2021

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Nickie Mastay, Administrative Services Director

APPROVED BY: Thomas Lloyd Smith, City Attorney *TL5*

SUBJECT: YOUTH DEVELOPMENT - Formation of a Community Violence Solutions Ad Hoc Committee

RECOMMENDED ACTION

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

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

FISCAL IMPACT

The recommended action has no direct fiscal impact on City finances.

DISCUSSION

At the May 18, 2021 Special Meeting of the City Council, Agenda Item #7, on a motion from Council Member Torres-Walker and a second by Council Member Barbanica, direction was provided to the City Manager to draft a resolution to establish a Community Violence Solutions Ad Hoc Committee was unanimously approved by the City Council. This ad hoc committee would consider proactive instead of reactive solutions on how to

prevent violence before it happens. Additional matters may be added upon City Council discussion and consideration of the ad hoc committee.

ATTACHMENT

A. Resolution

RESOLUTION NO. 2021/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
TO FORM THE COMMUNITY VIOLENCE SOLUTIONS AD HOC COMMITTEE
FOR A PERIOD OF [REDACTED] MONTHS**

WHEREAS, on May 18, 2021 the City Council directed the City Manager to draft a resolution to establish a Community Violence Solutions Ad Hoc Committee (the “Ad Hoc Committee”);

WHEREAS, it is the desire of the City Council for the Community Violence Solutions Ad Hoc Committee to consider proactive, instead of reactive, solutions to prevent violence before it happens;

WHEREAS, the Ad Hoc Committee will bring together stakeholders including Antioch residents, grassroots groups, experts on violence prevention and intervention strategies, communities impacted by violence, non-profit organizations, and the Antioch Police Department;

WHEREAS, the Ad Hoc Committee will assess best practices in community violence prevention and intervention strategies, including strategies from other cities;

WHEREAS, the Ad Hoc Committee will create a community violence prevention and intervention plan for the City of Antioch, identify potential sources of funding for carrying out the plan, and submit the plan to the City Council for its consideration;

WHEREAS, the City Council plans to have the Community Violence Solutions Ad Hoc Committee report back to the City Council prior to and upon its planned termination in [REDACTED] months to determine if the ad hoc committee should become a standing committee on a specific subject matter, on a continual basis, or continue as an ad hoc committee for a limited period of time to address a specific need or purpose; and

WHEREAS, the City Council seeks to confirm the appointment of committee members to the Community Violence Solutions Ad Hoc Committee.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Antioch that [REDACTED] and [REDACTED] are appointed to the Community Violence Solutions Ad Hoc Committee and to report back to the City Council prior to and upon the ad hoc committee’s planned termination in [REDACTED] months.

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RESOLUTION NO. 2021/**

June 8, 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 8th day of June 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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