

# **ANNOTATED AGENDA**

# Antioch City Council REGULAR MEETING

Date: Tuesday, March 22, 2022

Time: 6:00 P.M. – Closed Session

7:00 P.M. - Regular Meeting

Place: Council Chambers

200 'H' Street

Antioch, CA 94509

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

### PLEASE TURN OFF CELL PHONES BEFORE ENTERING COUNCIL CHAMBERS.

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

Ellie Householder, City Clerk Lauren Posada, City Treasurer

**Cornelius Johnson**, Interim City Manager **Thomas Lloyd Smith**, City Attorney

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.

# **SPEAKER RULES**

Welcome to a meeting of the Antioch City Council. Your attendance is appreciated. The State Ralph M. Brown Act guarantees the public's right to address the City Council, within the framework of Speaker Rules. Because agendas encompass many business items, Speaker Rules enable the meeting to be efficiently conducted and concluded at a reasonable hour.

The City Council can only take action on items that are listed on the agenda. If you wish to speak about an item <u>not on the agenda</u>, the "Public Comments" section of the agenda is for you. Unagendized comments are provided until no later than 7:30 p.m. when the City Council moves on to agenda items. There is another opportunity for public comments at the end of the meeting.

If you wish to speak, either during "public comments" or during an agenda item, fill out a Speaker Request Form and place in the Speaker Card Tray near the City Clerk. This will enable us to call upon you to speak. Important: Please identify if the comment is for Announcement of Community Events, Public Comment, or a specific Agenda Item Number on your Speaker Request Form. No one may speak more than once on an agenda item or during "public comments." (Please see next page for additional information on public participation.)

Each speaker is limited to not more than three minutes under Public Comments and three minutes on non-public hearing agenda items. During public hearings, each side is entitled to one "main presenter" who may have not more than 10 minutes; all other speakers during public hearing items, are entitled to a maximum of 5 minutes. These time limits may be modified depending on the number of speakers, number of items on the agenda, or circumstances. Groups who are here regarding an item may identify themselves by raising their hands at the appropriate time to show support for one of their speakers.

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

The "Consent Calendar" is a group of items which are determined to be routine. These items are usually considered all at once and approved without further discussion. If you are opposed to action which is recommended for an item on the "Consent Calendar," please submit a Speaker Request Form before the meeting, and place in the Speaker Card Tray near the City Clerk. This will enable the item to be removed from the "Consent Calendar" and call on you to speak.

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

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

The City Council meets regularly on the second and fourth Tuesdays of the month at 7:00 p.m., with Closed Sessions often occurring before or after the regular meeting. The City Council also holds adjourned meetings and study sessions on other days.

# 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: <a href="https://www.antiochca.gov/notifications/">https://www.antiochca.gov/notifications/</a> and enter your e-mail address to subscribe. To view the agenda information, click on the following link: <a href="https://www.antiochca.gov/government/agendas-and-minutes/city-council/">https://www.antiochca.gov/government/agendas-and-minutes/city-council/</a>. 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. Please see the Speaker Rules on the inside cover of this Agenda for additional information on public participation.

6:00 P.M. ROLL CALL – CLOSED SESSION – for Council Members – Council Members District 1

Torres-Walker, District 3 Ogorchock, Mayor Pro Tem (District 2) Barbanica, and

Mayor Thorpe (Council Member District 4 Wilson – Absent at Roll Call;

arrived via Zoom Webinar during Closed Session-[tech difficulties])

PUBLIC COMMENTS for Closed Session - None

#### **CLOSED SESSION:**

1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to California Government Code section 54956.9: Philadelphia Indemnity Insurance Company v. City of Antioch et al. Contra Costa County Superior Court Case No. Case No. MSC18-00327.

No reportable action

2) CONFERENCE WITH LABOR NEGOTIATORS – pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), Confidential Unit, Management Unit, Treatment Plant Employees' Association, Antioch Public Works Association, and Antioch Police Sworn Management Association.

No reportable action

3) CONFERENCE WITH REAL PROPERTY NEGOTIATONS – pursuant to California Government Code section 54956.8: Property: Antioch Marina Harbor Masters Building Unit #3 (approximately 608 square feet) and Unit #7 (approximately 1,028 square feet) at Marina Plaza, Antioch California 94509-7905; Agency Negotiation: Cornelius Johnson, City Manager, and Thomas Lloyd Smith, City Attorney; Negotiating Parties: Gary Clausen, Twin Rivers Marine Insurance Agency; Under Negotiation: Price and Terms of Payment.

No reportable action

#### CLOSED SESSION - Continued

4) CONFERENCE WITH REAL PROPERTY NEGOTIATONS – pursuant to California Government Code section 54956.8: Property: 4.79-acre property on Delta Fair Blvd., Antioch, CA (APN 074-080034-7); Agency Negotiation: Cornelius Johnson, City Manager; Negotiating Parties: Christy Saxton Interim Director, Health, Housing and Homeless Services, Contra Costa County; Under Negotiation: Price and Terms of Payment.

Direction provided to City Manager and City Attorney

6:03 P.M. ADJOURNED TO CLOSED SESSION

7:06 P.M. ROLL CALL - REGULAR MEETING - for Council Members - All Present (Council Member District 4 Wilson attended via Zoom Webinar)

PLEDGE OF ALLEGIANCE

CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

#### 1. PROCLAMATION

Prescription Drug Abuse Awareness Month, March 2022

Approved, 5/0

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

### 2. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

• ANTIOCH HISTORICAL SOCIETY SESQUICENTENNIAL KICKOFF BBQ - April 2, 2022

### 3. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS

- PARKS AND RECREATION COMMISSION
- ECONOMIC DEVELOPMENT COMMISSION
- > SALES TAX CITIZENS' OVERSIGHT COMMITTEE

COUNCIL MEMBER OGORCHOCK REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #9 TO BE HEARD AFTER PUBLIC COMMENTS; APPROVED 5/0

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**

#### COUNCIL REGULAR AGENDA

9. EXISTING STREET SWEEPING SERVICES IN THE CITY OF ANTIOCH

Received presentation with direction provided to staff to bring back report on increasing/expanding services

Recommended Action: It is recommended that the City Council receive a presentation by

Delta Diablo on their existing street sweeping services and provide

feedback.

**4. PRESENTATION –** Sales Tax Citizens' Oversight Committee Report, presented by Chairperson Cortney Jones and Committee Member Destiny Iwuoma

### 5. CONSENT CALENDAR

A. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 25, 2022

Approved, 5/0

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

Minutes.

B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 4, 2022

Approved, 5/0

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

Meeting Minutes.

C. APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 8, 2022

Approved, 5/0

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

Minutes.

**D.** APPROVAL OF COUNCIL MEETING MINUTES FOR FEBRUARY 22, 2022

Continued, 5/0

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

Minutes.

E. APPROVAL OF COUNCIL MEETING MINUTES FOR MARCH 8, 2022

Continued, 5/0

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

Minutes.

#### CONSENT CALENDAR - Continued

F. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR MARCH 11, 2022

Continued, 5/0

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

Meeting Minutes.

**G.** APPROVAL OF COUNCIL WARRANTS

Approved, 5/0

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

H. REJECTION OF CLAIMS: JOSE AMAYA AND MARIA SANTOS CRUZ

Rejected, 5/0

Recommended Action: It is recommended that the City Council reject the claims submitted

by Jose Amaya and Maria Santos Cruz.

I. LETTER OF SUPPORT FOR THE CITY OF ANTIOCH'S REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY 2022 GRANT APPLICATION

Reso No. 2022/43 adopted, 5/0

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

authorizing the Mayor to provide a letter of support for the City of Antioch's Rebuilding America Infrastructure with Sustainability and

Equity ("RAISE") 2022 grant application.

J. RESOLUTION APPROVING A FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC. TO PROVIDE SUPPORT TO THE BUILDING INSPECTION SERVICES DIVISION OF THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

Reso No. 2022/44 adopted, 5/0

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

- Approving an amended agreement with 4 Leaf, Inc., to provide contract services at the Community Development Technician and Building Inspection Services Manager level through June 30, 2023 in the increased amount of \$200,000 for an amount not to exceed \$600,000, and
- 2) Authorizing the City Manager to execute the Amended Agreement.

#### CONSENT CALENDAR - Continued

K. 2021 ANNUAL HOUSING ELEMENT PROGRESS REPORT, HOUSING SUCCESSOR ANNUAL REPORT AND PROGRESS REPORT FOR THE GENERAL PLAN

Received and filed, 5/0

Recommended Action: It is recommended that the City Council receive and file the 2021

Annual Housing Element Progress Report, Housing Successor

Annual Report, and Progress Report for the General Plan.

L. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES

Reso No. 2022/45 adopted, 5/0

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

authorizing remote teleconference/virtual meetings of the legislative bodies of the City of Antioch, which includes the City

Council, boards, commissions, and committees.

M. CONSIDERATION OF BIDS FOR THE ANTIOCH RIVERTOWN GATEWAY SIGN (P.W. 679-2)

Reso No. 2022/46 adopted, 5/0

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

- 1) Approving an amendment to increase the Fiscal Year 2021/22 Capital Improvement Budget for the Antioch Rivertown Gateway Sign Project in the amount of \$40,000 from the Streets Division General Fund and \$40,000 from the General Fund for a total increase of \$80,000;
- 2) Awarding the construction agreement to the lowest, responsive, and responsible bidder, Corporate Sign Systems;
- 3) Approving the construction agreement with Corporate Sign Systems in the amount of \$237,297.53; and
- 4) Authorizing the City Manager to execute the construction agreement with Corporate Sign Systems for a total amount of \$237,297.53.

#### CONSENT CALENDAR - Continued

N. MARINA OFFICE SPACE LEASE: APPROVE AND AUTHORIZE THE EXECUTION OF A NEW LEASE AGREEMENT WITH TWIN RIVERS MARINE INSURANCE AGENCY FOR A TERM OF FIVE (5) YEARS

Reso No. 2022/47 adopted, 5/0

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

- 1) Approving a new lease agreement for Office Space at the Antioch Marina with Twin Rivers Marine Insurance Agency for a term of five (5) years; and
- 2) Authorizing the City Manager to execute the new Lease Agreement with Twin Rivers Marine Insurance Agency.
- **O.** UNHOUSED RESIDENT SERVICES AMENDMENT NO. 3 TO CONSULTING SERVICES AGREEMENT WITH FOCUS STRATEGIES

Reso No. 2022/48 adopted, 5/0

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

- 1) Approving an amendment to the Fiscal Year 2021-2023 General Fund Operating Budget; and
- 2) Authorizing the City Manager to execute Amendment No. 3 to the Consulting Services Agreement with Focus Strategies.

### **PUBLIC HEARING**

6. FORMATION OF THE PROPOSED CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) FOR LAUREL RANCH SUBDIVISION (P.W. 698)

Recommended Action: It is recommended that the City Council take the following actions: Reso No. 2022/49 adopted, 5/0

1) Adopt the Resolution Authorizing Formation of the City of Antioch Community Facilities District ("CFD") No. 2022-01 (Public Services);

Reso No. 2022/50 adopted, 5/0

2) Adopt the Resolution Calling Special Landowner Election;

Motioned to continue public hearing to April 12, 2022, to Adopt Resolution Declaring Results and Introduction of the Ordinance, 5/0

- 3) Motion to continue the following public hearing items until the April 12, 2022, City Council Meeting:
  - Adoption of the Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien until the April 12, 2022, City Council Meeting; and
  - Introduction of the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services) by title only until the April 12, 2022, City Council Meeting.

### **COUNCIL REGULAR AGENDA**

7. MAYOR'S APPRENTICESHIP PROGRAM OVERVIEW

Received presentation with direction provided to staff

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

### COUNCIL REGULAR AGENDA - Continued

#### 8. AMERICAN RESCUE PLAN ACT FUNDING

Direction provided to staff to bring back a report on Items #1-13 (listed on the staff report-Att. A), for discussion at the next meeting on April 12, 2022; with the understanding that there will be another opportunity to provide direction on this funding plan

Recommended Action:

It is recommended that the City Council provide feedback and direction regarding the allocation of American Rescue Plan Act funding received by the City of Antioch and adopt a resolution authorizing the necessary Fiscal Year 2022 and 2023 budget amendments for expenditures approved at the March 22, 2022, meeting.

COUNCIL MEMBER OGORCHOCK HAD REQUESTED A MOTION TO SUSPEND THE RULES AND MOVE COUNCIL REGULAR AGENDA ITEM #9 TO BE HEARD AFTER PUBLIC COMMENTS; APPROVED 5/0

**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 10:15 p.m., 5/0



# PRESCRIPTION DRUG ABUSE AWARENESS MONTH March 2022

WHEREAS, When used as prescribed by a doctor, prescription medicines such as stimulants, sedatives and opioids can be helpful in treating many illnesses, but when these medications are misused, they can have serious consequences;

WHEREAS, Many prescription drugs can alter a person's thinking and judgment, and can lead to health risks, including addiction, drugged driving, infectious disease, and adverse effects on pregnancy;

WHEREAS, Prescription opioid overdose deaths also often involve benzodiazepines. Benzodiazepines are central nervous system depressants used to sedate, induce sleep, prevent seizures, and relieve anxiety.

The Centers for Disease Control and Prevention (CDC) recommends avoiding taking benzodiazepines while taking prescription opioids whenever possible;

WHEREAS, In 2020, in Contra Costa County, there were 478,723 opioid prescriptions given to patients which is an age-adjusted rate of 347.4 per 1,000 residents, higher than the state rate of 333.34. A total of 16,537 emergency department visits occurred in California that were related to an opioid overdose and 93 of those visits occurred in Contra Costa County;

WHEREAS, Provisional data from the Center for Disease Control (CDC) indicates that of the estimated 100,306 drug overdose deaths nationally during the 12-month period ending in April 2021, 75,673 were from opioids and 161 of those opioid related overdose deaths occurred in Contra Costa County. Overdose deaths from synthetic opioids (primarily illicitly manufactured fentanyl), psychostimulants such as methamphetamine and cocaine deaths also increased in the 12-month period as did deaths from natural and semi-synthetic opioids;

WHEREAS, It is estimated that the "economic burden" of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement;

WHEREAS, The City of Antioch supports April 30, 2022, as "National Prescription Drug Take Back Day" as declared by the DEA and encourages residents to locate their local collection site via www.dea.gov and safely dispose of their accumulated, expired and unwanted prescription drugs that day and throughout the year;

WHEREAS, The Contra Costa County Medication Education and Disposal Safety (MEDS) Coalition engages youth and adult stakeholders from across the county to participate in Prescription Drug Abuse Awareness Month activities about prescription drug safety awareness, promote safe medication storage, disposal, and ensure naloxone is available for those at high risk of opioid related overdose; and

WHEREAS, The Elevate Youth Program implements substance use prevention services within high school and middle school settings by developing a Peer-2-Peer prevention education program. Said program will train high school students at Deer Valley High School to mentor students at Black Diamond Middle School.

NOW, THEREFORE, BE IT RESOLVED THAT the City of Antioch does hereby declare March 2022 as "Prescription Drug Abuse Awareness Month", and encourages all citizens to participate in prescription drug abuse related prevention programs and activities; Be it also resolved that the Antioch City Council encourages all community members pledge to, "Spread the Word... One Pill Can Kill".

MARCH 22, 2022

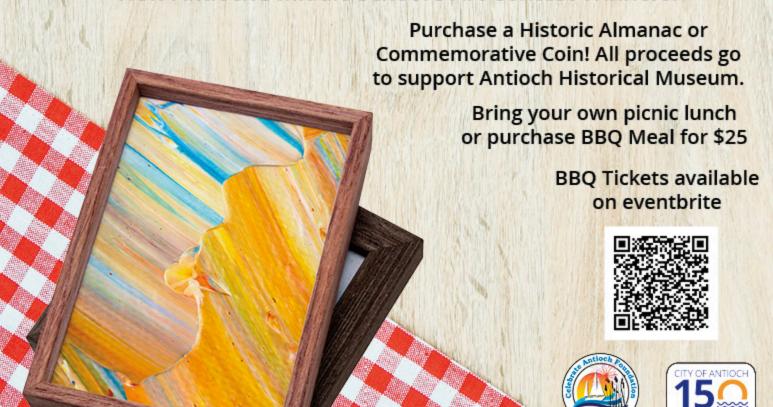
# Antioch Historical Society Sesquicentennial Kickoff BBQ

April 2nd 2022 11am - 3pm Antioch Historical Society 1500 W 4th Street Antioch.



Music - Food - Kids Activities - Fun! Tour Antioch's Historical Museum.

View Antioch's Middle School's Art Contest Winners!





# 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 March 31, 2022. Applications are available at <a href="https://www.antiochca.gov/#">https://www.antiochca.gov/#</a>.

- > PARKS AND RECREATION COMMISSION
- > ECONOMIC DEVELOPMENT COMMISSION
- > SALES TAX CITIZENS' OVERSIGHT COMMITTEE

Your interest and desire to serve our community is appreciated.



# PARKS AND RECREATION COMMISSION

(Deadline date: 03/31/2022)

# Three (3) Commissioners, full-term vacancies, expiring April 2026

- Parks and Recreation Commission serves in an advisory capacity to the City Council in matters pertaining to Parks and Recreation functions.
- Must be a resident of the City of Antioch.
- Surveying all current and future public and private recreation facilities.
- Recommend coordinated recreation programs for the City.
- Survey current and future park and recreational needs of the community to provide a sound and year-round recreational program for all ages.
- 7 member board 4 year terms. These terms expire April 2026.
- Meetings are held the third Thursday of every month at 7:00 p.m.
- Commissioners are required to submit a FPPC Form 700 (Statement of Economic Interests) upon assuming office, and every year thereafter no later than April 1st.
- Newly appointed Commissioners are also required to complete the AB 1234 Ethics training within 1-year of their appointment. All Commissioners must then take the AB 1234 Ethics training every two years thereafter. The Ethics training is available online.



# **ECONOMIC DEVELOPMENT COMMISSION**

(Deadline date: 03/31/2022)

One (1) partial-term vacancy expiring June 2025 AND The Antioch Chamber of Commerce shall recommend one member

- 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. The Antioch Chamber of Commence shall recommend one member.
- 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 asneeded 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.



# SALES TAX CITIZENS' OVERSIGHT COMMITTEE

(Deadline date: 03/31/2022)

Four (4) Committee Members, full-term vacancies, expiring March 2026

- A Sales Tax Citizens' Oversight Committee has been established following the voters passing Ballot Measure C Transaction and Use (Sales) Tax. This passed at the November 5, 2013 Consolidated Election. At the November 6, 2018 Consolidated Election, the voters passed Ballot Measure W Transaction and Use (Sales) Tax.
- Each year, an independent auditor shall complete a public audit report of the revenue raised and its expenditure. The Sales Tax Citizens' Oversight Committee shall review the expenditures and report publicly how the funds are being used to address the City Council's stated priorities of maintaining Antioch's fiscal stability, police patrols, 911 emergency response, youth violence prevention programs; ensuring water quality/safety; repairing streets; cleaning up parks/illegal dumping; restoring youth afterschool/summer programs; and other essential services. The Committee's review shall be completed in conjunction with the City's budget process. The Committee's report on its review, whether oral or written, shall be considered by the City Council at a public meeting before April 1 of each year. Any written report shall be a matter of public record.
- The Committee shall meet at least twice a year. The meetings will be public.
- The Sales Tax Citizens' Oversight Committee consists of seven members who are Antioch residents. At least one member of the Committee shall have a financial, accounting or auditing background. The Committee will be nominated by the Mayor and approved by the City Council.
- Members of the Sales Tax Citizens' Oversight Committee will be required to file an annual "Statement of Economic Interest".



# Sales Tax Citizens' Oversight Committee

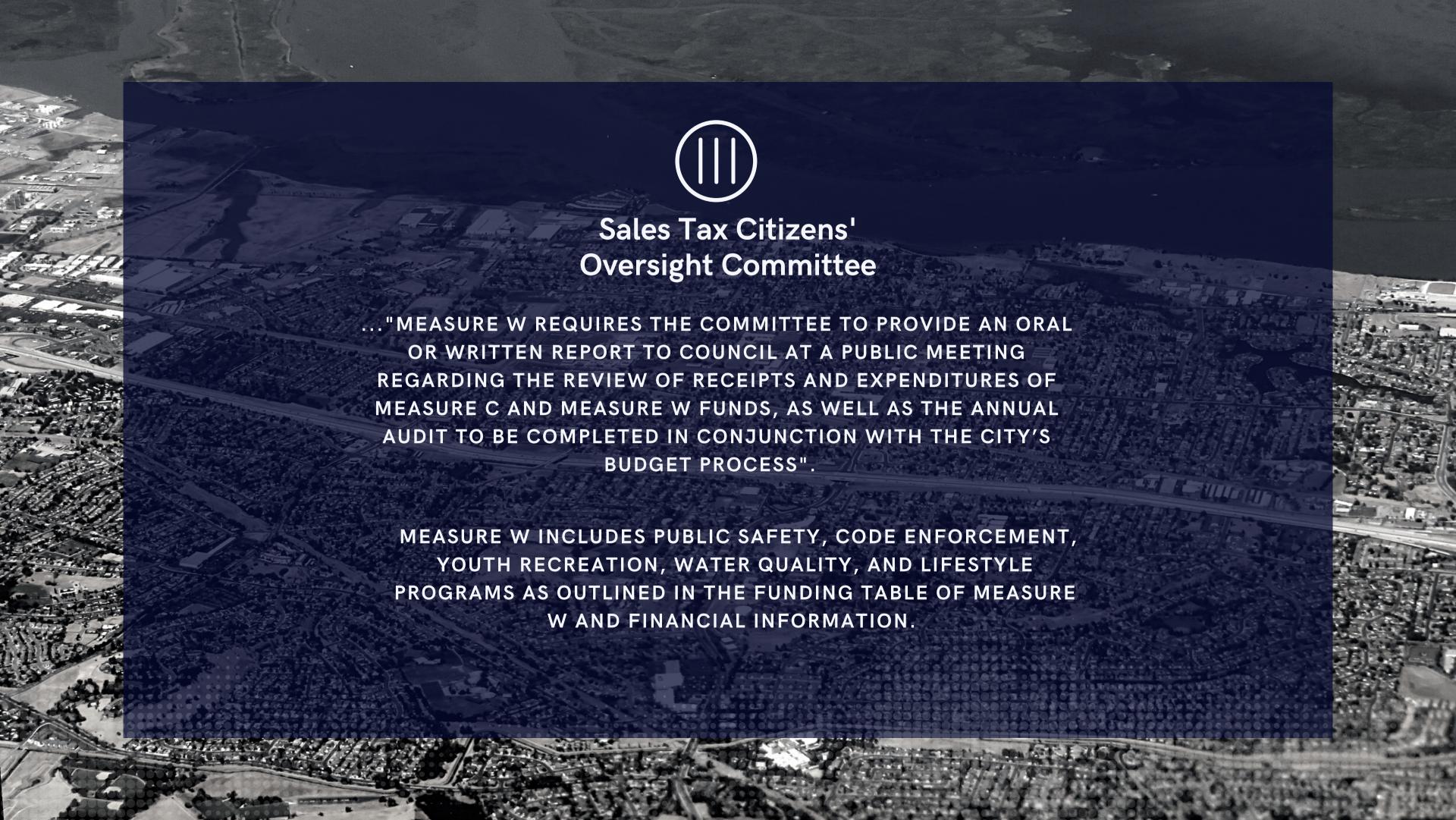
# 8TH ANNUAL COMMITTIE REPORT (FINANCIAL INFORMATION AND ACTIVITY)

FISCAL YEAR 2020-21 (FY21)

MARCH 22ND 2022

Ordinance 2068-C-S, Section 3-5.415 adopts Measure C . Ordinance 2148-C-S adopts Measure W

Requires the Committee to provide an oral or written report to Council at a public meeting regarding the review of receipts and expenditures of Measure C and Measure W funds, as well as the annual audit to be completed in conjunction with the City's budget process. Resolution 2013/73 further clarifies that this report must be provided by April 1st each year and indicate how the funds are being used to address the City Council's stated priorities. Public safety and code enforcement are a part of the City's strategic plan for Measure C. Measure W includes public safety, code enforcement, youth recreation, water quality, and lifestyle programs as outlined in the funding table of Measure W and financial information.





# **AGENDA**

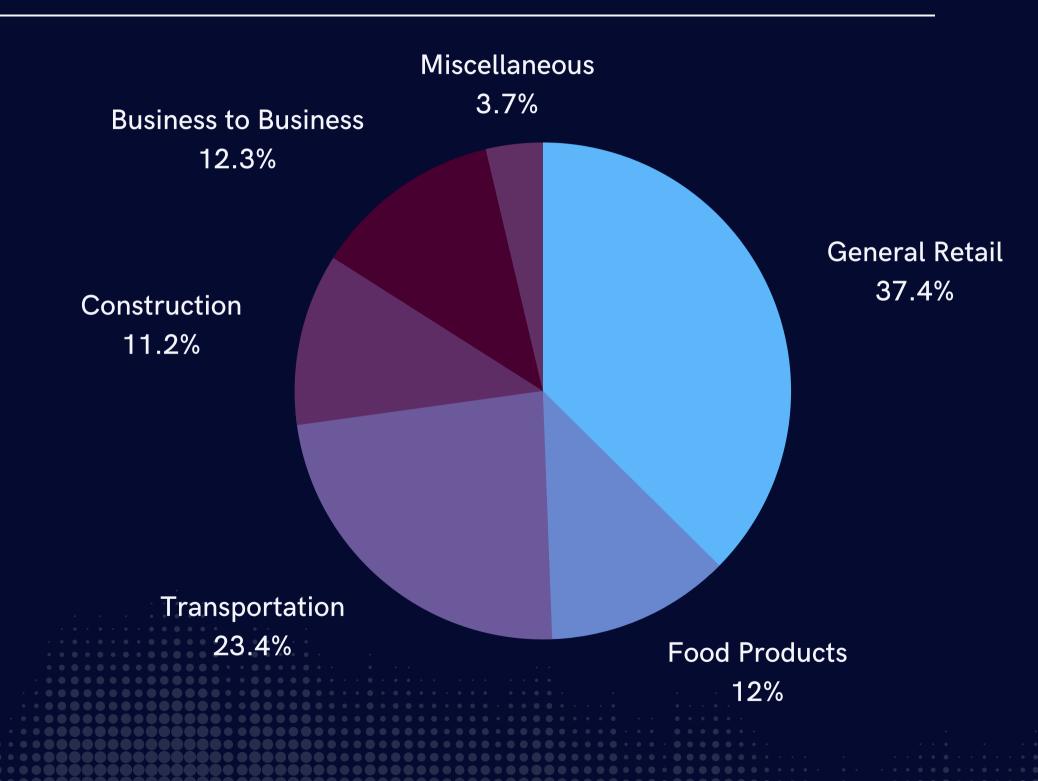
# WHAT THIS REPORT COVERS

- 01 SOURCES OF MEASURE W FUNDS 08 OBSERVATIONS
- **02** TOP 25 BUSINESS FUNDING MEASURE W
- 03 1% SALES TAX FUNDING ALLOCATIONS
- **04** POLICE FUNDING
- **05** CODE ENFORCEMENT FUNDING
- **06** RECREATION FUNDING
- **07** OTHER ALLOCATION FUNDING



# SOURCES OF MEASURE W FUNDS

General Retail	\$7,287,500.33
Food Products	\$2,338,235.40
Transportation	\$4,559,559.03
Construction	\$2,182,353.04
B2B	\$2,396,691.29
Miscellaneous	\$720,955.92
Total	\$19,485,295.00





# **TOP 25 ANTIOCH BUSINESS FUNDING MEASURE W**

7-ELEVEN FOOD STORES

AMAZON.COM - EC

AMAZON.COM SERVICES - EC

ANTIOCH CHRYSLER-JEEP-DODGE

ANTIOCH TOYOTA

ARCO AM/PM MINI MARTS

BEST BUY STORES

BESTBUY.COM - EC

CARDINAL HEALTH

CARMAX AUTO SUPERSTORES

CHEVRON SERVICE STATIONS

**COCO FARMS - MMD** 

CONSOLIDATED ELECTRICAL DISTRIBUTORS

COSTCO WHOLESALE

DELTA DISPENSARY - MMD

DMV- ALLOCATION ACCOUNT FOR BOE

EBAY - EC

ENTERPRISE RENT-A-CAR

LOWE'S HOME CENTERS

MCDONALD'S RESTAURANTS

ONESOURCE SUPPLY SOLUTIONS

SHELL SERVICE STATIONS

TARGET STORES

WAL MART STORES

WINTER HONDA

# 1% SALES TAX FUNDING ALLOCATIONS FY21



# MEASURE W FUNDING

BUDGETED FUNDS ALLOCATION:	1% SALES TAX BUDGET	ACTUAL RECEIVED/SPENT	% OF FUNDS	VARIANCE
Police (a)	\$14,001,588	\$15,624,254	80.18%	\$1,622,666
Code Enforcement (b)	\$1,659,920	\$1,587,420	8.15%	-\$72,500
Recreation (c)	\$1,390,740	\$1,547,869	7.94%	\$157,129
Youth Network Services (d)	\$153,986	\$135,185	0.69%	-\$18,801
Community Development (e)	\$144,765	\$168,795	0.87%	\$24,030
Public Works (f)	\$86,928	\$74,999	0.38%	-\$11,929
Human Resources (g)	\$138,954	\$134,033	0.69%	-\$4,921
Finance (h)	\$121,630	\$114,901	0.59%	-\$6,729
Median Island Improvements (i)	\$100,000	\$24,045	0.12%	-\$75,955
City Hall Project (j)	\$144,003	\$73,794	0.38%	-\$70,209
TOTAL ALLOCATION	\$17,942,514	\$19,485,295	100.00%	\$1,542,781



# POLICE (A)

Measure W & C Received/Spent FY21

\$15,742,903 (33.63%)

Other Budgeted Funding Received

\$31,062,982 (66.0%)

Total Expenditures

\$46,805,885 (100%)

# STAFF REPORT FY 21

JUNE 30, 2021 (FY21)	STARTED	GAIN	LOSS	END	NET GAIN/ LOSS
RECORDS	4	5	0	9	5
COMMUNITY SERVICE OFFICER	9	3	1	11	2
DISPATCH	16	Ο	2	14	-2
SWORN	115	8:::	8	115	0

# POLICE (A)

# Sales Tax Oversight Committee

# CALLS FOR SERVICE 2020 vs 2021

	2020	2021	DIFF	% DIFF
QUALITY OF LIFE	19,629	18,957	-672	-3.54%
FIRE/MEDICAL	13,249	13,704	455	3.32%
PERSON/VEHICLE STOPS	16,354	13,206	-3,148	-23.84%
INFORMATION	11,775	8,674	-3,101	-35.75%
OTHER CALLS	3,930	8,391	4,461	53.16%
SUSPICIOUS ACTIVITY	6,040	5,868	-172	-2.93%
ALARM	4,954	4,752	-202	-4.25%
TRAFFIC	3,769	3,284	-485	-14.77%
CITIZEN REQUESTS	2,525	2,102	-423	-20.12%
ANIMAL	1,818	1,394	-424	-30.42%
THEFT	1,438	1,347	-91	-6.76%
VEHICLE THEFT/RECOVERY	1,312	1,131	-181	-16.00%
MENTAL HEALTH (5150)	N/A	966	N/A	0.00%
ASSAULT	948	934	-14	-1.50%
BURGLARY	1,235	819	-416	-50.79%
SHOOTING	776	688	-88	-12.79%
VANDALISM	726	611	-115	-18.82%
DEATH/SUICIDE	450	430	-20	-4.65%
DOMESTIC/FAMILY	214	417	203	48.68%
WEAPONS	421	396	-25	-6.31%
SEX CRIMES	314	330	16	4.85%
FORGERY/FRAUD	357	329	-28	-8.51%
ROBBERY	171	175	4	2.29%
ASSAULT WITH DEADLY WEAPON	152	111	-41	-36.94%
GRAND TOTAL	92,557	89,016	-4,507	-5.06%

# **QUALITY OF LIFE CALLS 2021**

QUALITY OF LIFE	2021	QUALITY OF LIFE	2021
UNWANTED GUEST COMPLAINT	2,437	PUBLIC NUISANCE	336
VERBAL DISPUTE	1,699	H&S VIOLATION	306
MUSIC COMPLAINT	1,433	DISTURBING THE PEACE	301
DOMESTIC DISPUTE	1,092	MISSING ADULT	238
FIREWORKS COMPLAINT	985	CUSTOMER COMPLAINT	195
TRESPASSING	948	PHYSICAL DISPUTE	187
ROADWAY HAZARD	944	UNCONTROLABLE/TRUANT JUVENILE	156
COMMUNITY POLICING	791	CIVIL COMPLAINT	148
ANTIOCH MUNI CODE VIOLATION	651	LITTERING/DUMPING	132
PARTY COMPLAINT	644	ROADRAGE COMPLAINT	106
LOITERING COMPLAINT	595	PRIVATE PROPERTY TOW (DEC 2021)	105
FAMILY DISPUTE	588	CIVI CIVIL EXCHANGE OF INFO	97
PARK PARKING COMPLAINT	530	JUVENILE COMPLAINT	80
THREATS COMPLAINT	490	MISSING JUVENILE/ NOT A RUNAWAY	59
MOTORCYCLE COMPLAINT	413	DRUNK IN PUBLIC	47
FIGHT	398	PHONE HARASSMENT	14
NEIGHBOR COMPLAINT	368	COVID RELATED	13
RUNAWAY JUVENILE	361	MUNI CODE RV VIOLATION	9
ABANDONED VEHICLE	351	ATTEMPT	7
HARASSMENT COMPLAINT	351	SCOOTER COMPLAINT	2
NOISE COMPLAINT	348	PROSTITUTION	2
CALLS OF SERVICE TOTALS		18,957	

PROVIDED BY APD CRIME ANALYSIS UNIT 03/07/22

# POLICE (A)



# PART I CRIME COMPARISON

	2020	2021	#Change	%Change
	Jan-Nov	Jan-Nov	2020-2021	2020-2021
*HOMICIDE	10	12	2	20.00%
RAPE	38	39	1	2.60%
ROBBERY	132	135	3	2.30%
AGGRAVATED ASSAULT	339	507	168	49.60%
TOTAL VIOLENT CRIME	519	693	174	33.50%
BURGLARY	438	300	-138	-31.50%
THEFT	1549	1291	-258	-16.70%
AUTO THEFT	515	513	-2	-0.40%
TOTAL PROPERTY CRIME	2502	2104	-398	-15.90%
TOTAL PART 1 CRIME	3021	2797	-224	-7.40%

PROVIDED BY APD CRIME ANALYSIS UNIT 03/10/22

# CODE ENFORCEMENT (B)

Sales Tax
Oversight Committee

Measure W Received/Spent FY21

\$1,587,420 (71.04%)

Other Budgeted Funding Received

\$647,195 (28.96%)

**Total Funds Received** 

\$2,234,615 (100%)

Total Expenditures

\$1,910,422

# **CODE ENFORCEMENT STAFF**

JUNE 30, 2021 (FY21)	STAFF COUNT
CODE ENFORCEMENT MGR	
CODE ENFORCEMENT OFFICER	6
GENERAL LABORER	3
COMMUNITY DEV TECH	
DEVELOPMENT SVCS TECH	

Measure W funds were used to expand Code Enforcement Staffing



# CODE ENFORCEMENT (B)

# CODE ENFORCEMENT ACTIVITY FY 20/21

Requests For Service - Phone Calls	6,706
Requests For Service - See, Click, Fix	2,882
Cases Opened	3,307
Cases Closed	3,328
Notice of Violation/Notice and Order Issued	2,872
Inoperable Vehicle Abatement Notices Issued	385
Citations Issued	649
Encampment Abatements	210
Junk/Rubbish Removed From City Property (July - Nov 2020)	2,604 cubic yards
Abandoned Shopping Carts Retrieved (July - Nov 2020)	943
Instances Of Graffiti Abated From City Property (July - Nov 2020)	518
Neighborhood Cleanup Events	16
Amount Of Debris Collected At Cleanup Events	233.24 Tons
	000000000000000000000000000000000000000

Effective November 2020 Abatement moved to Public Works



# RECREATION (C+D) \$1,683,054 RECEIVED

# RECREATION (C)

Measure W Received/Spent FY21

\$1,547,869 (45.11%)

Other Budgeted Funding Received

\$1,883,564 (54.89%)

**Total Funds Received** 

\$3,431,433 (100%)

**Total Expenditures** 

\$2,915,264



Measure W Received/Spent FY21

\$135,185 (100%)

Other Budgeted Funding Received

\$0 (0%)

Total Funds Received

\$135,185

**Total Expenditures** 

\$135,185

100% of the \$135,185 was allocated for Youth Network Services Manager Salary.



# RECREATION (C)

# PROGRAMS SUPPORTED BY PARKS & RECREATION

- ROLLING WITH REC BUS
  - THE BUS IS USED TO SUPPORT VARIOUS PROGRAMS AND EVENTS
- FAMILY NIGHTS
  - INCLUDING SUMMER MOVIE NIGHTS, GAME NIGHTS, AND PERFORMANCE/CONCERT NIGHT
- POP-UP RECREATION
  - AFTER SCHOOL PARK PROGRAMS: OFFERED AT DIFFERENT PARKS THROUGHOUT THE CITY.
- PRESCHOOL ACADEMY CLASSES
  - EXPANDED THE PROGRAM TO INCLUDE MONTESSORI CURRICULUM
- TUMBLING PROGRAM
  - (FOR AGES 2 THROUGH 12) THIS IS ONGOING, THOUGH IT PRIMARILY SERVES AGES 3-8.

PERMITS ISSUED	442
SUMMER CAMP	60 KIDS PER WEEK
PRE SCHOOL PROGRAM	HOST 24 CHILDREN

To find Recreation Activities visit: https://www.antiochca.gov/recreation/activity-registration/



# OTHER ALLOCATIONS (E+)

Measure W Received/Spent FY21

Community Development (e)

\$168,795

(e) Community Development allocation calculated as the cost of 1 Planner position.

Public Works (f)

\$74,999

(f) Public Works allocation calculated as the General Fund cost of 1 Engineer, 1 Landscape Maintenance Worker and 1 Facility Maintenance Worker position. These positions were partially funded with other funds of the City.

Human Resources (g)

\$134,033

(g) Human Resources allocation calculated as the cost of 1 Human Resources Technician position.

Finance (h)

\$114,901

(h) Finance allocation calculated as the cost of 1 Accountant position.

Median Island Improvements (i)

\$24,045

(i) Funds allocated for partial cost of Median Island Improvements.

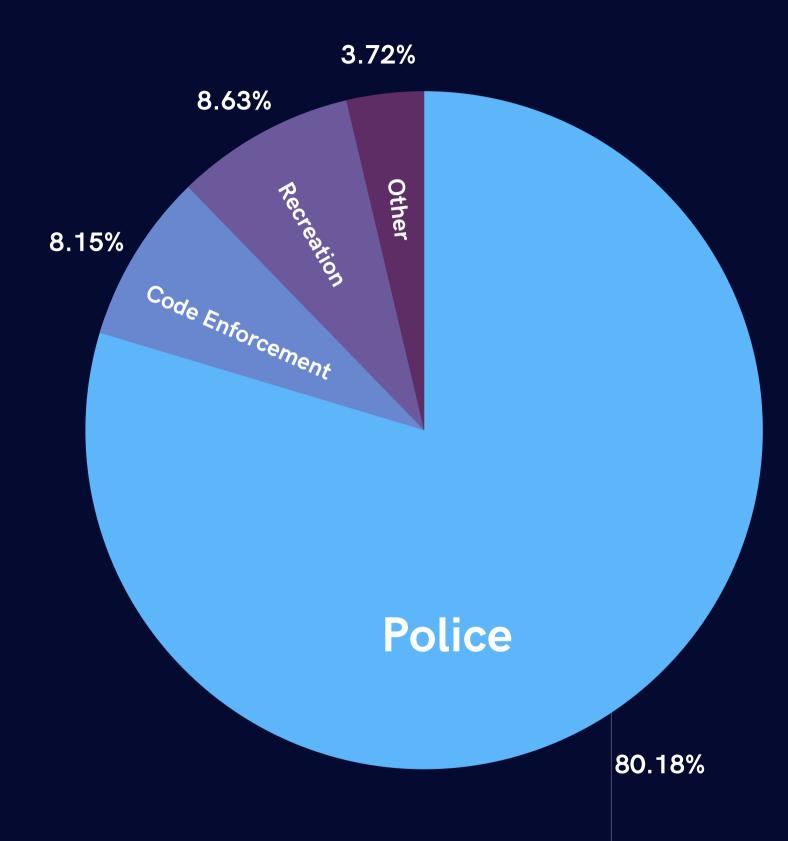
City Hall Project (j)

\$73,794

(j) Funds allocated for partial cost of city hall modifications.

# COMMITTEE OBSERVATIONS

- The intent of Measure W extends Measure C, voter-approved sales tax at the one-cent rate to increase investment in code enforcement, clean up blight, road repairs, support youth and senior services, and attract new business and jobs to Antioch.
- It should be noted that 45.11% of Recreation is supported by Measure W which is 8.63% of Measure W funds.
- 80.18% of Measure W funds are allocated to Antioch Police Department.



Source for Intent: Measure W - Voter Information - https://www.antiochca.gov/community/measure-w-voter-information/

### CITY COUNCIL MEETING

Regular Meeting 7:00 P.M.

January 25, 2022 Council Chambers

## 5:00 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION significant exposure to litigation pursuant to California Government Code section 54956.9(b): One Case.
- 2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS pursuant to California Government Code section 54956.8: Property: 401 Putnam Street, Antioch, CA; Agency Negotiation: City of Antioch and Crown Castle for AT&T; Negotiating Parties: John Samuelson, Public Works Director, City of Antioch and Julie Weston, Government Site Specialist, Crown Castle; Under Negotiation: Price and Terms of Payment.
- 3. CONFERENCE WITH LABOR NEGOTIATORS pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), Confidential Unit, Management Unit, and Treatment Plant Employees' Association.
- 4. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION pursuant to California Government Code section 54956.9: Andrea Rodriguez and Calvin Prieto v. City of Antioch et al., Contra Costa County Superior Court Case Number C21-02687.

## 7:00 P.M. REGULAR MEETING

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

Present: Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson,

Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

### CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: #1 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, no reportable action, #2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS, direction given to City Attorney, #3 CONFERENCE WITH LABOR NEGOTIATORS, no reportable action; and #4 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, no reportable action.

### 7:05 P.M. – PUBLIC HEARING

Mayor Thorpe announced in English and Spanish that Court Certified Interpreter Sandra Valmana Lastres was present and, Alexandra Eilersen and Jose Luis Fernandez were available via Zoom, for translation services.

#### 1. REDISTRICTING IN ANTIOCH: DRAFT REDISTRICTING MAPS

City Attorney Smith introduced Karin Mac Donald who then introduced Jane Hood, Q2 Data & Research LLC, who presented the staff report dated January 25, 2022, recommending the City Council: 1) Receive the redistricting presentation and public comment on the draft redistricting maps and 2) Select two redistricting maps for the City in preparation for selection of the final map on February 8, 2022.

James Britto, Antioch resident, spoke in support of redistricting draft map 91.

Harry Thurston, Antioch resident, requested Council select redistricting draft maps A and B in preparation of the selection of the final map and reiterated his support for choosing redistricting draft map B as the final map.

Micha Morris-Silveira spoke in support of redistricting draft map B.

Allen Payton urged Council to consider redistricting draft maps 508, 98 and 95. He noted an analysis of these options was available on his website.

In response to Councilmember Barbanica, Ms. Hood displayed and reviewed redistricting draft map 508.

Councilmember Ogorchock spoke in support of redistricting draft map 91 noting it remained along main thoroughfares, maintained communities of interest and was the most balanced in population.

Following review and discussion of redistricting draft maps A, B and 91, Council consensus selected redistricting draft maps B and 91 for the city in preparation for the selection of the final map on February 8, 2022.

Mayor Thorpe announced translation services would be available through Agenda Item #4.

#### 2. PROCLAMATION

Human Trafficking Awareness Month, January 2022

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the Council unanimously approved the Proclamation as amended to add "Love Never Fails" as a supporting organization.

Vanessa Russell, representing Love Never Fails, and Sable Horton, representing Love Never Fails and Shades of Beauty, thanked the City Council for the *Human Trafficking Awareness Month* proclamation.

### 3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community event:

➤ City of Antioch Celebrating 150 Years 1872 – 2022: February 6, 2022

### **PUBLIC COMMENTS**

Mayor Thorpe announced that this public comment period was for items not on the agenda.

City Clerk Householder announced Roshon Williams submitted a letter that would be sent to all Councilmembers.

Roshon Williams, Antioch resident, reported the letter she submitted included signatures from her neighbors indicating they had no concerns regarding the parking of her RV on her property. She stated she received a notice from the city to remove her RV and asked to be granted a waiver to allow her to park her RV on her driveway.

Mayor Thorpe responded Council would review her letter and he would be addressing this issue during Council Subcommittee Reports/Communications.

Larry Baines, Antioch resident, suggested the RV ordinance be modified to allow recreational vehicles to be parked on driveways. He stated he would be willing to pay an inspection fee to do so.

Andrew Becker discussed the timeline for Project Homekey funding. He stated a developer for an affordable housing project met with the Transitional Housing Committee and asked to be a part of a development in Antioch; however, Councilmember Barbanica did not support a project in his district. He expressed concern that Antioch had missed an opportunity for a Project Homekey project.

Public comment submitted in writing was entered into the record from the following individual: Sean Crowder.

### COUNCIL SUBCOMMITTEE REPORTS/COMMUNICATIONS

Councilmember Ogorchock congratulated Gigi Crowder for receiving a Humanitarian Award. She requested Gigi Crowder, Councilmember Torres-Walker and Velma Wilson, as recipients of the Humanitarian Awards, be recognized by proclamation.

Councilmember Torres-Walker reported on her attendance at the Community Violence Solutions Ad Hoc Committee meeting and announced they would be meeting again in two weeks.

Councilmember Barbanica reported he had been contacted by a resident in his district discussing the RV situation and asked the city to consider reinstating the former permit process. He announced a local auto dismantler was willing to tow larger abandoned vehicles and pickup discarded items for free. He requested the city contact the business to move the program forward.

Councilmember Wilson announced Tri Delta would be meeting on January 26, 2022.

Mayor Thorpe announced he would be attending the Tri Delta meeting and reported on his attendance at the Community Violence Solutions Ad Hoc Committee.

#### **MAYOR'S COMMENTS**

Mayor Thorpe stated the issue regarding permits for RVs and boats had resurfaced and would be placed on the February 8, 2022, City Council meeting agenda.

#### 4. PRESENTATION

Rental Housing Updates

Rhovy Lyn Antonio, Senior Vice President of Public Affairs, California Apartment Association and James Britto, Government Affairs Committee Member, Delta Association of Realtors, gave a Rental Housing Updates PowerPoint presentation.

Mayor Thorpe thanked James Britto and Rhovy Lyn Antonio for the presentation.

Jim Becker, Antioch resident, spoke in support of local control and the items proposed by Councilmembers Wilson and Torres-Walker.

Deepa Varma, Tenants Together, Gigi Crowder, Ilaf Esuf, Housing and Economic Policy Analyst at United Way Bay Area, Christine Clark, Antioch resident representing East County Regional Group (ECRG), Virginia Garcia Ramirez, Antioch resident representing Alliance of Californians for Community Empowerment (ACCE), Leah Simon-Weisberg, ACCE, Silvia Vasquez, Mariana Moore, Jackie Lowery, Antioch resident, ACCE, Tony Bravo, Monument Impact, Devin Williams, Antioch resident, ACCE, Debra Ballinger, Monument Impact, Betty Gabaldon, EBASE, Ethan Silverstein, ACCE, Reverend Millie Phillips, Faith Alliance for a Moral Economy, Jackie Zaneri, ACCE, Jennifer Morales, Monument Impact, Francisco Torres, Natalie Tran, Unite Here Local 2850, Archie Brumfield, Antioch resident, Carmen Ponce, Sarita b, Kamilah Miller, Antioch resident, Ali Uscilka, Director of Healthy and Active Before 5, Aswan Boudreaux, Ron Zaragoza, Teki Flow, Karen Hernandez, Monument Impact, Gabi Rivas, First Five Contra Costa and ECRG, Frank Sterling, Joe Summers, Contra Costa Labor Counsel, Deborah Polk and Myriam Saenz, ECRG, spoke in support of local control and tenant protections. Several speakers

requested the City Council support rent control, just cause for eviction protections, and a tenant anti-harassment ordinance.

Carol Manning, City of Brentwood Affordable Housing Real Estate Agent, recognized that there were issues that needed to be addressed. She suggested an additional supply of rentals, education and streamlining the utilization of laws currently in place.

Scott MacIntyre, Delta Association of Realtors, spoke to his experience being a landlord and explained that his contract was between him and his tenant. He expressed concern that the policies being discussed would cause a decrease in rental properties and suggested letting the market work the way it should. He commented that bad landlords needed to be weeded out.

Public comments submitted in writing were entered into the record from the following individuals: Alex Navarro, Ron Zaragoza, Alex Werth and Belem Ramirez.

Mayor Thorpe thanked the public for their comments this evening.

Councilmember Torres-Walker thanked the presenters and the public speakers. She also thanked Mr. MacIntyre for being a good landlord and discussed the importance of supporting tenants, so they could continue to live in their homes.

Councilmember Barbanica explained that a small percentage of landlords were abusing the system and expressed concern that these policies would penalize those who were providing tenants with homes. He reported economic impacts were causing selloffs to occur throughout the community and those were the evictions being seen in Antioch. He urged Council to utilize the current state laws to protect tenants and landlords.

Councilmember Ogorchock thanked the presenters this evening. She reported AB 1482 passed with input from a diverse group of stakeholders. She suggested the city develop an educational action plan for tenants and landlords. She thanked the public who spoke this evening. She acknowledged there were challenges; however, she believed it involved a small percentage of landlords.

Councilmember Wilson thanked the presenters and stated she did not believe state laws were sufficient to address the issues. She spoke in support of advancing local rent control, just cause and anti-harassment policies.

Mayor Thorpe thanked Councilmembers Wilson and Torres-Walker for bringing this item forward. He voiced his appreciation for those in the industry for their hard work.

In response to Mayor Thorpe, Rhovy Lyn Antonio explained and offered to send Mayor Thorpe information on AB 1482 enforcement procedures and no-fault evictions.

Councilmember Torres-Walker commented that during the pandemic, services were provided to tenants; however, issues were still occurring. She noted the matter before Council was how to

make renters and landlords whole and keep people from homelessness. She expressed concern that evictions followed renters and prevented them from obtaining future housing.

Rhovy Lyn Antonio responded that an eviction was a legal process to get possession of the unit back and was different than sending a termination notice to gain possession back after the term of the lease agreement. She stated outreach and education could clarify this issue.

Councilmember Barbanica added that the only time an eviction would go on the tenant's record was if it was ordered by a judge and even then, it was extremely difficult to get it on a permanent record under current law.

Councilmember Ogorchock reported CDBG/Housing Consultant House was looking forward to the city hiring a staff member dedicated to housing issues and she would be bringing forward ideas on how to inform tenants of their protections under AB 1482.

In response to Mayor Thorpe, Mr. Britta explained that a rent control ordinance could have a negative impact because if rent was not increased to the cap, it could create the condition where a landlord could not work with a tenant to adjust increases based on certain conditions.

Following discussion, Council consensus requested staff bring back information on rent control, tenant anti-harassment and just cause evictions.

Mayor Thorpe stated he would like to meet with ACCE, Ms. Antonio and Mr. Britta to discuss language for these proposals.

Mayor Thorpe declared a recess at 10:28 P.M. The meeting reconvened at 10:37 P.M. with all Councilmembers present.

- 5. CONSENT CALENDAR
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR DECEMBER 14, 2021
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 11, 2022
- C. APPROVAL OF COUNCIL WARRANTS
- D. APPROVAL OF TREASURER'S REPORT FOR NOVEMBER 2021
- E. <u>ORDINANCE NO. 2201-C-S</u> SECOND READING WILD HORSE MULTIFAMILY PROJECT (PD-20-01, GP-20-03, AR-21-17) (Introduced on January 11, 2022)
- F. <u>ORDINANCE NO. 2202-C-S</u> SECOND READING ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE TO REQUIRE SAFE STORAGE OF FIREARMS IN RESIDENCES (Introduced on January 11, 2022)

- G. <u>ORDINANCE NO. 2203-C-S</u> SECOND READING ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE SECTIONS 9-5.3803 AND 9-5.3834 TO PROHIBIT OIL AND GAS DRILLING, PRODUCTION, AND EXPLORATORY OPERATIONS AS PERMITTED USES IN THE M-2 AND S ZONES (Introduced on January 11, 2022)
- H. <u>RESOLUTION NO. 2022/12</u> SUBMISSION OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR WHICH THE CITY OF ANTIOCH IS ELIGIBLE FOR A PERIOD OF FIVE (5) YEARS
- I. <u>RESOLUTION NO. 2022/13</u> NINTH AMENDMENT TO THE CONSULTANT SERVICE AGREEMENT FOR PROFESSIONAL SERVICES WITH WALTER BISHOP CONSULTING

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

<u>Item G</u> – Councilmember Ogorchock explained an email was sent by Mr. Nunn regarding oil and gas rights on property he owned, and Council did not have the opportunity to review the email prior to consideration of the Ordinance. She requested in the future Council receive any documentation on these items.

Mayor Thorpe explained that the cut off time for written public comment was 3:00 P.M. the day of the Council meeting and comments received prior to that time were forwarded to Council. He noted comments received after 3:00 P.M. would be forwarded to Council when staff had the opportunity to do so.

City Clerk Householder added that Mr. Nunn's email was sent to Council prior to the meeting.

Councilmember Ogorchock commented that she did not receive the email.

Councilmember Barbanica stated Mr. Nunn's email was received after 3:00 P.M. and forwarded to him at 7:27 P.M.

Public comments submitted in writing were entered into the record from the following individuals: Shoshana Wechsler, Amanda Millstein and Elizabeth Anthony.

On motion by Councilmember Ogorchock, seconded by Councilmember Torres-Walker the City Council unanimously approved Item G.

<u>Item I</u> – Councilmember Ogorchock requested a project update.

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously approved Item I.

#### **PUBLIC HEARING – Continued**

6. REVISIONS TO THE CONDITIONS OF APPROVAL FOR THE CREEKSIDE – VINEYARDS AT SAND CREEK PROJECT VESTING TENTATIVE SUBDIVISION MAP RELATED TO THE CONSTRUCTION OF HILLCREST AVENUE

Director of Public Works/City Engineer Samuelson presented the staff report dated January 25, 2022, recommending the City Council adopt the resolution approving revisions to the Conditions of Approval for the Creekside – Vineyards at Sand Creek Project Vesting Tentative Subdivision Map, related to the construction of Hillcrest Avenue.

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

## RESOLUTION NO. 2022/14

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously adopted the resolution approving revisions to the Conditions of Approval for the Creekside – Vineyards at Sand Creek Project Vesting Tentative Subdivision Map, related to the construction of Hillcrest Avenue.

7. ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE BY ADDING SECTION 9-5.3848, REGARDING TEMPORARY CANNABIS EVENTS ON PUBLIC PROPERTY

City Attorney Smith presented the staff report dated January 25, 2022, recommending the City Council waive the first reading and introduce by title only an ordinance amending the Antioch Municipal Code by adding Section 9-5.3848 regarding temporary cannabis events on public property and provide direction to staff.

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

In response to Councilmember Ogorchock, City Attorney Smith explained that through provisions of the operating agreement, the city would be receiving a portion of gross revenues produced. He noted the ordinance would allow for the smoking and sales of cannabis products.

Captain Schnitzius stated the impact on police services was undetermined; however, if they had robust security and traffic mitigation plans, he assumed there would be no problems.

Councilmember Ogorchock questioned if there would be safety measures in place for those consuming cannabis products.

Captain Schnitzius responded it was an emerging science in terms of how much THC constituted impairment; however, DUI laws covered drugs and alcohol impairment.

City Attorney Smith added there was a provision under the attached temporary cannabis requirements, stating the department may require an event organizer and all participants to cease operation without any delay if, it is necessary to protect the immediate public health and safety of the people of the state.

Mayor Thorpe commented that this ordinance would only apply to Antioch cannabis businesses, and he assumed they would want to remain in good standing with the city.

In response to Councilmember Barbanica, City Attorney Smith stated they would ensure the event holder would have insurance that met the city standard requirements.

Captain Schnitzius stated the Antioch Police Department would not take a negative position on this event and would treat it just as they would an event serving alcohol.

On motion by Councilmember Torres-Walker, seconded by Councilmember Wilson the City Council waived the first reading and introduce by title only an ordinance amending the Antioch Municipal Code by adding Section 9-5.3848 regarding temporary cannabis events on public property. The motion carried the following vote:

Ayes: Torres-Walker, Wilson, Thorpe Noes: Ogorchock, Barbanica

#### **COUNCIL REGULAR AGENDA**

# 8. SUBMISSION OF APPLICATION FOR CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION (CALVIP) GRANT PROGRAM

Interim City Manager Johnson presented the staff report dated January 25, 2022, recommending the City Council adopt the resolution authorizing the submission of applications for the California Violence Intervention and Prevention grants for a period of five (5) years.

Mayor Thorpe commented the Community Violence Solutions Ad Hoc Committee had considered this item and given Interim City Manager Johnson their recommendation to move forward.

Public comment submitted in writing was entered into the record from the following individual: Michelle Petersen.

A motion was made by Councilmember Ogorchock to adopt the resolution authorizing the submission of applications for the California Violence Intervention and Prevention grants for a period of five (5) years.

In response to Interim City Manager Johnson, Councilmember Ogorchock revised her motion to reflect the term of 3 years and 6 months. Councilmember Barbanica seconded the motion.

City Attorney Smith explained the timeline would allow the city to apply for a grant within five (5) years.

Councilmember Ogorchock reverted to the original motion to adopt the resolution authorizing the submission of applications for the California Violence Intervention and Prevention grants for a period of five (5) years. Councilmember Barbanica seconded the motion.

# RESOLUTION NO. 2022/15

A vote taken on the motion to adopt the resolution passed unanimously.

#### 9. POTENTIAL TRANSITION OF CITY FLEET TO ZERO EMISSION VEHICLES

Director of Public Works/City Engineer Samuelson presented the staff report dated January 25, 2022, recommending the City Council discuss and provide direction to City staff.

Councilmember Wilson suggested staff reach out to Tri Delta Transit since they had started this process. Additionally, she suggested researching where to install the charging stations and ensuring other vehicles were available during charging times.

Councilmember Barbanica spoke in support of transitioning to zero emission vehicles except for emergency vehicles unless they had the same or better safety equipment.

Director of Public Works/City Engineer Samuelson responded there were no hybrid or all electric patrol vehicles that met the same requirements as the current vehicles; however, they could consider transitioning administrative vehicles.

Following discussion, Council directed staff to bring back a phasing out process for the city's current vehicles. With regards to the current list of vehicles to purchase, Council directed staff to consider all options.

# 10. RESOLUTION APPROVING A NEW CLASS SPECIFICATION FOR COMMUNITY RESOURCES DIRECTOR, ASSIGNING A SALARY RANGE, AND ASSIGNING THE CLASSIFICATION TO THE MANAGEMENT (EXECUTIVE) BARGAINING UNIT

Administrative Services Director Mastay recommended the City Council table this item to allow additional time to research the class specifications for this position.

On motion by Councilmember Barbanica, seconded by Councilmember Ogorchock the City Council unanimously tabled this item.

**PUBLIC COMMENTS** – None

**STAFF COMMUNICATIONS - None** 

COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Barbanica requested staff agendize Council consideration of adding more officers to the Antioch Police Force., an action item to return the travel trailers to the State and a graffiti policy.

Councilmember Ogorchock requested staff agendize an educational action plan for tenants and landlords.

Councilmember Torres-Walker stated she was excited for the opportunity to move forward with hiring a Community Resource and Public Safety Director. She requested staff agendize a discussion on the City's current towing policy as well as parking enforcement and hourly parking. She also requested Council finalize the City's Strategic Plan.

#### **ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 11:16 P.M.

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

Respectfully submitted:

#### CITY COUNCIL MEETING

Special Meeting 5:00 P.M.

February 4, 2022 Council Chambers

## 5:00 P.M. SPECIAL MEETING

Mayor Thorpe called the meeting to order at 5:00 P.M., and City Clerk Householder called the roll.

Present: Council Members District 3 Ogorchock, District 4 Wilson (attended via Zoom), and

Mayor Thorpe

Absent: Council Member District 1 Torres-Walker and Mayor Pro Tem (District 2)

Barbanica

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

#### 3. PROCLAMATIONS

In Honor of the Sesquicentennial of the City of Antioch's Incorporation, February 6, 2022

In Honor of Genesis Church-Antioch

A motion was made by Councilmember Ogorchock to approve the proclamations as presented.

Mayor Thorpe commented that there was a typographical error in the *In Honor of the Sesquicentennial of the City of Antioch's Incorporation* proclamation and "Welch" should be replaced with "Welsh".

Councilmember Ogorchock amended her motion as follows:

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson, the City Council members present unanimously approved the *In Honor of the Sesquicentennial of the City of Antioch's Incorporation, February 6, 2022,* proclamation as amended correcting the spelling of "Welsh" and the *In Honor of Genesis Church-Antioch* proclamation, as presented.

#### **PUBLIC COMMENTS**

Public comment submitted in writing was entered into the record from the following individual: Michelle Turner.

# **ADJOURNMENT**

On motion by Councilmember Wilson, seconded by Councilmember Ogorchock, the City Council members present unanimously adjourned the meeting at 5:03 P.M.

Respectfully submitted:

<u>Kítty Eíden</u> KITTY EIDEN, Minutes Clerk

#### CITY COUNCIL MEETING

Special/Regular Meeting 6:00 P.M.

February 8, 2022 Council Chambers

## 4:30 P.M. - CLOSED SESSION

- 1. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION pursuant to California Government Code section 54956.9: California Resources Production v. City of Antioch et al., Contra Costa County Superior Court Case No. N21-2354.
- 2. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION pursuant to California Government Code section 54956.9: Delta Gas Gathering, Inc. and California Energy Exchange Corporation v. City of Antioch et al., Contra Costa County Superior Court Case No. N21-2355.
- 3. CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION pursuant to California Government Code section 54956.9: Enerfin Resources Northwest Limited Partnership v. City of Antioch et al., Contra Costa County Superior Court Case No. N21-2356.
- 4. CONFERENCE WITH REAL PROPERTY NEGOTIATONS pursuant to California Government Code section 54956.8: Property: Northeast corner of Hillcrest Avenue and Larkspur Drive, Antioch, CA (APN- 052-012-017); Agency Negotiation: Cornelius Johnson, City Manager, Thomas Lloyd Smith, City Attorney, Kwame P. Reed, Economic Development Director; Negotiating Parties: NAZ Investments, LLC, the principal being Stephen Schaner; Under Negotiation: Price and Terms of Payment.
- 5. CONFERENCE WITH LABOR NEGOTIATORS pursuant to California Government Code section 54957.6; City designated representatives: Nickie Mastay, Jazzman Brown, and Jeff Bailey; Employee organizations: Antioch Police Officers' Association, Operating Engineers Local Union No. 3 (OE3), Confidential Unit, Management Unit, and Treatment Plant Employees' Association.

#### **PUBLIC COMMENTS**

Public comment submitted in writing was entered into the record from the following individual: Mark Jordan.

#### ADJOURNED TO CLOSED SESSION

Council adjourned to Closed Session at 4:33 P.M.

#### 6:00 P.M. SPECIAL MEETING/WORKSHOP

Mayor Thorpe called the Special Meeting/Workshop to order at 6:02 P.M., and City Clerk Householder called the roll.

03-22-22

Present: Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson,

Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

# SM-1. REDISTRICTING: RECEIPT OF PUBLIC INPUT AND SELECTION OF FINAL MAP

City Attorney Smith introduced Karin Mac Donald and Jane Hood, Q2 Data & Research LLC, who presented the staff report dated February 8, 2022, recommending the City Council select the final redistricting map redefining the boundaries of all City Council electoral districts of the City.

City Clerk Householder and Mayor Thorpe announced in English and Spanish that a Court Certified Interpreter was available for translation services.

Laurie Ratterree, Antioch resident, discussed the Conflict-of-Interest rules and expressed concern that voting on this item by one Councilmember would put them in a questionable position as they had a personal financial interest in the outcome. She also cautioned Council against gerrymandering.

Tom Hartrick, Sandy Hartrick, Antioch residents, Lindsey Amezcua, Jose Sublasky, Pittsburg resident, Karen Abfalter, Antioch resident, Allison Norris, Antioch resident, Michael Norris, Antioch resident, Mary Rocha, Antioch resident, Walter Schlueter, Antioch resident, Maria Parker, Antioch resident, Allen Payton, Charles Kuslits, Mike Schneider, Dave Vazquez, Gretchen Egen, Phillip Lubina and Shawn Gilbert, Antioch residents, spoke in support of the City Council selecting Draft Map 91 as the final redistricting map for Antioch.

Harry Thurston, Antioch resident, Christine Clark, East County Regional Group (ECRG), Devin Williams, ACCE Action, Kyle Suen, Jackie Lowery and Ian Cohen spoke in support of the City Council selecting Draft Map B as the final redistricting map for Antioch.

Public comments submitted in writing were entered into the record from the following individuals: DK Smith, Gary Chambers, Linda Smith, Ron Hawkins, Mark Murray, Micha Morris-Silveira, Ian Cohen, Brendon O'Laskey and Martha Goralka.

Mayor Thorpe commented when the City began the districting process they narrowed the scope to two maps, one drawn by elected officials attempting to undermine the districting process and a second developed by the professional consultants which was adopted by Council.

Councilmember Ogorchock explained that the map drawn on March 10, 2018, was done so based on public input and she did not vote on the adopted map because it deviated from Lone Tree Way. She expressed concern that the consultant's map presented this evening divided communities of interest.

In response to Councilmember Barbanica, Ms. Mac Donald confirmed that Ms. Hood created Draft Map B and clarified that they were unaware of where Councilmembers resided. She noted they were created to balance the population and they worked off the existing boundaries.

Ms. Hood added the maps were created based on Council direction to draw options similar to current boundaries while balancing the population. She noted the population deviations for maps B and 91 were sub 1%.

Ms. Mac Donald stated both maps met the criteria of the Fair Maps Act. She clarified districts were supposed to be within reasonably equal population, and noted when the maps were developed, they did not have information with regards to the location of established neighborhoods. She stated the maps were presented as starting points for Council and noted that in every redistricting process, some communities of interest were going to be divided. She further noted choosing a map would be a decision made by the City Council. She stated that she did not believe she was qualified to weigh in on all the points of the two maps.

Following discussion, Council consensus did not support advancing Draft Redistricting Maps B and 91.

Ms. Hood displayed and reviewed all remaining draft redistricting maps for Council.

Following discussion, Councilmember Torres-Walker, Councilmember Wilson and Mayor Thorpe requested redistricting Draft Map A return to Council for consideration. Councilmembers Barbanica and Ogorchock suggested tabling this item to allow for more community input.

Council consensus agreed to bring Draft Map A back to a Study Session on February 22, 2022.

#### ADJOURNED SPECIAL MEETING/WORKSHOP

Mayor Thorpe declared a recess at 7:04 P.M.

#### 7:00 P.M. REGULAR MEETING

Mayor Thorpe called the meeting to order at 7:11 P.M., and City Clerk Householder called the roll.

Present: Council Members District 1 Torres-Walker, District 3 Ogorchock, District 4 Wilson,

Mayor Pro Tem (District 2) Barbanica and Mayor Thorpe

#### PLEDGE OF ALLEGIANCE

Mayor Thorpe led the Pledge of Allegiance.

#### CITY ATTORNEY TO REPORT OUT ON CLOSED SESSION

City Attorney Smith reported the City Council had been in Closed Session and gave the following report: #1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, City Council authorized the City Attorney to file a counter-complaint, by a 3-1 vote with Councilmember Barbanica voting no and Mayor Thorpe absent, #2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, City Council authorized the City Attorney to file a counter-complaint, by a 3-1 vote with Councilmember Barbanica voting no and Mayor Thorpe absent, #3 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION, City Council authorized the City Attorney to file a counter-complaint, by a 3-1 vote with Councilmember Barbanica voting no and Mayor Thorpe absent, #4 CONFERENCE WITH REAL PROPERTY NEGOTIATONS, direction given to the Interim City Manager and City Attorney; and #5 CONFERENCE WITH LABOR NEGOTIATORS, direction given to the Labor Negotiators.

City Attorney Smith also reported the City Council had been in Closed Session on January 25, 2022, and gave the following report: #1, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, City Council authorized settlement agreement by a 5-0 vote.

#### 1. INTRODUCTION OF NEW CITY EMPLOYEES

Finance Director Merchant introduced Damien Aguirre, Amanda Johnson, and Dayra Morales, Customer Service Representatives who thanked Finance Director Merchant for the introduction and stated they looked forward to serving the citizens of Antioch.

Director of Public Works/City Engineer Samuelson introduced Christina Glatz, and Monique Villagrana, Administrative Assistants, who thanked Director of Public Works/City Engineer Samuelson for the introduction and stated they looked forward to serving the residents of Antioch.

Mayor Thorpe welcomed the new employees.

#### 2. PROCLAMATION

Black History Month, February 2022

On motion by Councilmember Wilson, seconded by Councilmember Barbanica the City Council unanimously approved the proclamation.

Giana Peyton, Youth President of the East County NAACP, thanked the City Council for the *Black History Month* proclamation.

#### 3. ANNOUNCEMENTS OF CIVIC AND COMMUNITY EVENTS

Director of Parks and Recreation Helfenberger announced the following civic and community event:

Contra Costa Health Services – Free Covid-19 Vaccine

Councilmember Ogorchock announced a Community Cleanup event would take place at 9:00 A.M. at City Park.

#### **PUBLIC COMMENTS**

Mayor Thorpe announced this public comment period was for matters not on the agenda. He apologized to members of the public that the permitting process for recreational vehicles was not on the agenda this evening and noted that it would be placed on the February 22, 2022, City Council agenda. He noted public speakers for that item could make their comments at this time.

Walter Hughes, Roshon Williams, Larry Baines, Greg Lyons and Nabeel Rahman, Antioch residents, spoke in support of the City allowing recreational vehicles to be stored on their properties.

Andrew Becker discussed the city's response to unhoused communities and urged them to stop their sweeps.

Devin Williams, Antioch resident, requested an update regarding his request for speed bumps in his neighborhood. He mentioned the recent passing of an unhoused resident of Antioch and asked the city to remember him.

Frank Sterling, spoke in support of the City allowing recreational vehicles to be stored on private property. He thanked the City Council for the Sesquicentennial proclamation and suggested the city research the Indian burial grounds in downtown Antioch. He recommended individuals who could assist in cultural events for the 150<sup>th</sup> celebration. He discussed a fire at the Rivertown Resource Center and suggested the unhoused be allowed access to the building's bathroom facilities.

Public comments submitted in writing were entered into the record from the following individuals: Karl Gamarra, Yolanda Lizardi and Mark Murray

#### CITY COUNCIL COMMITTEE REPORTS/COMMUNICATIONS

Councilmember Torres-Walker reported on her attendance at the Community Violence Solutions Ad Hoc Committee meeting.

Councilmember Barbanica reported on his attendance at the Founders' Day celebration, and thanked staff and Celebrate Antioch for working on the event. He requested the city bring back resolutions for the Lifetime Veteran and Veteran of the Year.

Councilmember Wilson reported on her attendance at Tri Delta Transit and announced Delta Diablo would be meeting on February 17, 2022. She announced February was National Teen Dating Violence Awareness and Prevention Month.

#### **MAYOR'S COMMENTS**

Mayor Thorpe reported on his attendance at the Mayor's Conference, Contra Costa Transit Authority and Community Violence Solutions Ad Hoc Committee meetings. He thanked everyone who participated in writing the Sesquicentennial Proclamation and announced it would be presented to the Antioch Historical Society and Antioch Library.

- 4. CONSENT CALENDAR
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR DECEMBER 14, 2021
- B. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 11, 2022
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR JANUARY 25, 2022
- D. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR FEBRUARY 4, 2022
- E. APPROVAL OF COUNCIL WARRANTS
- F. <u>ORDINANCE NO. 2204-C-S</u> SECOND READING ORDINANCE AMENDING THE ANTIOCH MUNICIPAL CODE BY ADDING SECTION 9-5.3848, REGARDING TEMPORARY CANNABIS EVENTS ON PUBLIC PROPERTY (Introduced on 01/25/2022)
- G. <u>RESOLUTION NO. 2022/16</u> AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES
- H. <u>RESOLUTION NO. 2022/17</u> AUTHORIZE RESPONSE TO GRAND JURY REPORT "IMPROVING ANIMAL SERVICES IN CONTRA COSTA COUNTY" (REPORT 2105)
- I. <u>RESOLUTION NO. 2022/18</u> AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH ALEX KUSHNER GENERAL, INC., FOR THE CITY HALL OFFICE MODIFICATIONS PROJECT (P.W. 247-S)
- J. <u>RESOLUTION NO. 2022/19</u> AMENDMENT TO THE CONSTRUCTION AGREEMENT WITH MERCOZA FOR THE CITY HALL PLAZA IMPROVEMENTS AND LEO FONTANA FOUNTAIN PROJECT (P.W. 247-R)
- K. <u>RESOLUTION NO. 2022/20</u> INITIATE PREPARATION OF THE STREET LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT CITY ENGINEER'S REPORT FOR FISCAL YEAR 2022/23
- L. <u>RESOLUTION NO. 2022/21</u> OF INTENTION TO FORM THE PROPOSED COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES) FOR LAUREL RANCH SUBDIVISION (P.W. 698)

- M. <u>RESOLUTION NO. 2022/22</u> ESTABLISHING THE RATE PER EQUIVALENT RUNOFF UNIT FOR FISCAL YEAR 2022/23 AND REQUESTING THE CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT TO ADOPT AN ANNUAL PARCEL ASSESSMENT FOR DRAINAGE MAINTENANCE AND THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM PROGRAM
- N. <u>RESOLUTION NO. 2022/23</u> PURCHASE ORDER INCREASE FOR PROCUREMENT OF WATER METERS AND ASSOCIATED COMPONENTS FROM BADGER METER, INC.
- O. <u>RESOLUTION NO. 2022/24</u> UNHOUSED RESIDENT SERVICES RESOLUTION AUTHORIZING THE ALLOCATION OF AN ADDITIONAL \$56,700 FROM THE GENERAL FUND FOR A TOTAL NOT TO EXCEED \$206,700 AS PAYMENT TO THE EXECUTIVE INN FOR STAYS PRIOR TO PLACEMENT AT THE DELTA LANDING INTERIM HOUSING PROGRAM

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved the Council Consent Calendar with the exception of Items G and H.

<u>Item G</u> – In response to Councilmember Ogorchock, City Attorney Smith clarified it was required that the City Council consider this resolution monthly.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously approved Item G.

<u>Item H</u> – Lisa Kirk, Contra Costa SPCA volunteer, commended Animal Control Manager Harding and discussed the grand jury report.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica, the City Council unanimously approved Item H.

#### **PUBLIC HEARING**

5. REDISTRICTING: RESOLUTION ADOPTING FINAL MAP

City Clerk Householder announced there were no public comments for this agenda item.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously tabled this item.

6. AMENDMENT TO TITLE 4: PUBLIC SAFETY, CHAPTER 2: DISASTER COUNCIL OF THE ANTIOCH MUNICIPAL CODE REGARDING COMPLIANCE WITH THE CALIFORNIA EMERGENCY SERVICES ACT

Lieutenant Fortner presented the staff report dated February 8, 2022, recommending the City Council introduce, waive the first reading and read by title only, the proposed Ordinance.

City Clerk Householder announced there were no public comments for this agenda item.

In response to Councilmember Ogorchock, Lieutenant Fortner verified the Disaster Council was comprised of the Mayor, City Manager, Assistant City Manager and/or the Police Chief.

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously introduced, waived the first reading and read by title only, the proposed Ordinance.

#### **COUNCIL REGULAR AGENDA**

# 7. MIDDLE-INCOME RENTAL HOUSING PROGRAM EVALUATION AND POLICY DIRECTION

Director of Community Development Ebbs presented the staff report dated February 8, 2022, recommending the City Council provide general policy direction to staff regarding expectations for future City participation in Middle-Income Workforce Housing proposals (the "Programs").

Andrew Becker stated he felt there was a need for this program; however, he was concerned the city did not have in lieu fees for developers, structure, or inclusionary housing ordinances. He suggested the city partner with developers for low-income affordable housing options.

In response to Councilmember Wilson, Director of Community Development Ebbs stated that there were provisions under tenant protections should they have to relocate during rehabilitation of a property. He noted if it was a priority of Council, it could be included in the template.

Councilmember Wilson stated she was pleased to see a workforce housing option in the city.

Councilmember Ogorchock spoke in support of the program and requested the city confirm titles were clear prior to taking ownership of properties.

Councilmember Torres-Walker thanked Director of Community Development Ebbs for the presentation and stated she believed residents should have the right to return and resources for temporary placement during the time of development/rehabilitation. She supported a local metric for determining median income and multi-income developments.

Mayor Thorpe stated it was important to evaluate both zip codes when considering median household incomes. He requested the city focus on local first. He spoke in support of rent control and tenant protections. He noted each project needed to be considered individually based on their size and impact to the community. He further noted the final approval should be determined by Council. He stated conditions needed to be clear for transferring the property back to the City.

Director of Community Development Ebbs stated they would be working on developing the principals that would be applied to inform decisions on the models as they came forward.

# 8. SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND OPERATING ENGINEERS LOCAL 3 SALARY ADJUSTMENTS FROM THE TOTAL COMPENSATION STUDY FINAL REPORT

Administrative Services Director Mastay presented the staff report dated February 8, 2022 recommending the City Council adopt a resolution: 1) Approving the Side Letter Agreement between the City of Antioch and the Operating Engineers Local 3 Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021, Appendix IV: Salary Range Placement Recommendations; 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and Operating Engineers Local 3; and 3) Authorize the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

## RESOLUTION NO. 2022/25

On motion by Councilmember Ogorchock, seconded by Councilmember Wilson the City Council unanimously adopted a resolution: 1) Approving the Side Letter Agreement between the City of Antioch and the Operating Engineers Local 3 Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021, Appendix IV: Salary Range Placement Recommendations; 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and Operating Engineers Local 3; and 3) Authorize the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

# 9. SIDE LETTER AGREEMENT BETWEEN THE CITY OF ANTIOCH AND THE MANAGEMENT BENEFIT UNIT SALARY ADJUSTMENTS FROM THE TOTAL COMPENSATION STUDY FINAL REPORT

Administrative Services Director Mastay presented the staff report dated February 8, 2022 recommending the City Council adopt a resolution: 1) Approving the Side Letter Agreement between the City of Antioch and the Management Benefit Unit Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021, Appendix IV: Salary Range Placement Recommendations; 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and Management Benefit Unit; and 3) Authorize the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

#### RESOLUTION NO. 2022/26

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adopted a resolution: 1) Approving the Side Letter Agreement between the City of Antioch and the Management Benefit Unit Salary Adjustments from the Total Compensation Study Final Report dated August 31, 2021, Appendix IV: Salary Range

Placement Recommendations; 2) Authorize the City Manager or designee to execute the Side Letter Agreement between the City of Antioch and Management Benefit Unit; and 3) Authorize the City Manager or designee to make any necessary adjustments to the Fiscal Year 2021/22 and Fiscal Year 2022/23 budget to implement the provisions of the Side Letter Agreement.

#### **PUBLIC COMMENT - None**

#### STAFF COMMUNICATIONS

City Attorney Smith stated that he was appointed City Attorney almost three years ago and thanked the City and City Council for the opportunity.

#### COUNCIL COMMUNICATIONS AND FUTURE AGENDA ITEMS

Councilmember Torres-Walker honored the indigenous people and her ancestors. She thanked Councilmember Wilson for being the first black woman elected to the Antioch City Council. She thanked her peers who offered their condolences for the recent death of a friend as well as Interim Chief Morefield for being available and offering words of encouragement. She stated she wanted to continue to support those in the community who had been underserved. Speaking to domestic violence, she encouraged those who see something to say something.

Councilmember Ogorchock requested staff agendize Council consideration of adding more officers to the Antioch Police Force.

Mayor Thorpe wished Antioch a Happy Birthday. He acknowledged Interim City Manager Johnson as the first African American to serve as City Manager.

Councilmember Ogorchock wished City Attorney Smith a Happy Birthday.

#### **ADJOURNMENT**

On motion by Councilmember Ogorchock, seconded by Councilmember Barbanica the City Council unanimously adjourned the meeting at 8:48 P.M.

Respectfully submitted:

<u>Kítty Eídew</u>

KITTY EIDEN, Minutes Clerk



**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Christina Garcia, CMC, Deputy City Clerk Cq

APPROVED BY: Nickie Mastay, Administrative Services Director

**SUBJECT:** City Council Meeting Minutes of February 22, 2022

# **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of February 22, 2022.

# **FISCAL IMPACT**

None

# **DISCUSSION**

N/A

# **ATTACHMENT**



**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Christina Garcia, CMC, Deputy City Clerk Cq

APPROVED BY: Nickie Mastay, Administrative Services Director

**SUBJECT:** City Council Meeting Minutes of March 8, 2022

# **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of March 8, 2022.

# **FISCAL IMPACT**

None

# **DISCUSSION**

N/A

# **ATTACHMENT**



**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Christina Garcia, CMC, Deputy City Clerk Ca

APPROVED BY: Nickie Mastay, Administrative Services Director

**SUBJECT:** City Council Special Meeting Minutes of March 11, 2022

# **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of March 11, 2022.

# **FISCAL IMPACT**

None

# **DISCUSSION**

N/A

# **ATTACHMENT**



100	General Fund		
Non Depar	rtmental		
00399053	AFLAC	INSURANCE PREMIUM	4,810.64
00399064	EMPLOYEE	CHECK REPLACEMENT	813.86
00399113	EMPLOYEE	EFT/CHECK REPLACEMENT	484.62
00399144	BLUE SHIELD LIFE	PAYROLL	4,683.18
00399145	COLONIAL LIFE	PAYROLL	1,195.96
00399146	DELTA DENTAL	PAYROLL	41,703.98
00399186	CONTRA COSTA COUNTY	PAYROLL	50.00
00399187	CONTRA COSTA COUNTY	PAYROLL	50.00
00399188	CONTRA COSTA COUNTY	PAYROLL	2,548.00
00399221	LIFE INS COMPANY	PAYROLL	4,031.14
00399230	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,957.54
00399231	MUNICIPAL POOLING AUTHORITY	PAYROLL	4,597.98
00399239	PARS	PAYROLL	4,180.08
00399246	RANEY PLANNING & MANAGEMENT INC	PROFESSIONAL SERVICES	1,427.50
00399253	STANTEC CONSULTING SERVICES INC	CONSULTING SERVICES	4,868.05
00399255	STATE OF CALIFORNIA	PAYROLL	200.00
00399256	STATE OF CALIFORNIA	PAYROLL	200.00
00942049	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	39,078.05
00942054	VANTAGEPOINT TRANSFER AGENTS	PAYROLL	8,903.90
00942055	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,724.97
City Counc	cil -		
00399193	COSTCO	CLOSED SESSION MEAL	133.14
00941897	CONTRA COSTA COUNTY MAYORS	ANNUAL ASSMT. FOR MAYORS CONF	3,680.00
City Attorn	ney		
00942039	CANON FINANCIAL SERVICES	COPIER LEASE	124.23
00942050	RAY MORGAN COMPANY	COPIER USAGE	229.59
City Manag	ger		
00399096	DUALHARE INC	CONSULTANT SERVICES	4,900.00
00399159	AMBIUS	PLANTS AND SERVICE	322.24
00399165	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	195.69
00399166	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	52.01
00399193	COSTCO	COSTCO PURCHASE SV	118.16
00399203	FEDEX	SHIPPING	62.19
00399204	FOCUS STRATEGIES	CONSULTING SERVICES	9,702.50
00399219	LEAGUE OF CALIF CITIES	2022 MEMBERSHIP DUES EAST BAY	400.00
00399265	VOLER STRATEGIC ADVISORS INC	CONSULTING	16,000.00
00942039	CANON FINANCIAL SERVICES	COPIER LEASE	124.21
00942050	RAY MORGAN COMPANY	COPIER USAGE	229.59
City Clerk			
00399166	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	50.00
00942050	RAY MORGAN COMPANY	COPIER USAGE	800.95
Human Re	sources		
00399128	OFFICE DEPOT INC	OFFICE SUPPLIES	828.88
00399169	EMPLOYEE	RETIREMENT GIFT	300.00
00399174	EMPLOYEE	RETIREMENT GIFT	350.00
00399179	EMPLOYEE	RETIREMENT GIFT	250.00

Finance Acconting
Prepared by: Michele Milo
3/17/2022



00399212	EMPLOYEE	RETIREMENT GIFT	250.00
00399223	EMPLOYEE	RETIREMENT GIFT	200.00
00399226	EMPLOYEE	RETIREMENT GIFT	250.00
00399227	EMPLOYEE	RETIREMENT GIFT	250.00
00399236	EMPLOYEE	RETIREMENT GIFT	350.00
00399241	EMPLOYEE	RETIREMENT GIFT	250.00
00942050	RAY MORGAN COMPANY	COPIER USAGE	886.38
<b>Economic</b>	Development		
00399096	DUALHARE INC	CONSULTANT SERVICES	20,600.00
00399166	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	558.03
00941915	FDI GLOBAL LLC	INTERNATIONAL MAGAZINE AD	2,500.00
00942039	CANON FINANCIAL SERVICES	COPIER LEASE	124.21
	RAY MORGAN COMPANY	COPIER USAGE	229.57
Finance Ad	dministration		
00942050	RAY MORGAN COMPANY	COPIER USAGE	1,016.61
Finance O <sub>l</sub>			
00399070	CALIF DEPARTMENT OF JUSTICE	PREEMPLOYMENT SERVICES	49.00
00399261	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
Non Depar	tmental		
00399185	CONTRA COSTA COUNTY	COUNTY SHARE NE TAX20-21	374,698.47
00399238	PARS	PROFESSIONAL SERVICES	1,360.00
00399266	WAGEWORKS	ADMIN FEE	338.00
00941932	HOLLINGSWORTH, DON	MEDICAL AFTER RETIREMENT	1,842.77
Public Wor	rks Administration		
00942050	RAY MORGAN COMPANY	COPIER USAGE	302.40
	rks Street Maintenance		
00399095	DISPENSING TECHNOLOGY CORP	SUPPLIES	143.43
00399245	PRINT CLUB	DECALS	1,514.55
00399252	SPRAYTEC	PROFESSIONAL SERVICES	1,757.60
00942047	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
Public Wor	rks-Signal/Street Lights		
00399142	WOODIWISS PAINTING	LIGHT POLES PAINTING	2,150.00
00399197	DC ELECTRIC GROUP INC	PROFESSIONAL SERVICES	9,800.00
Public Wor	rks-Facilities Maintenance		
00399144	BLUE SHIELD LIFE	INSURANCE PREMIUM	15.97
00399146	DELTA DENTAL	INSURANCE PREMIUM	172.84
00399162	ANTIOCH ACE HARDWARE	SUPPLIES	119.61
00399167	BAY ALARM COMPANY	MONITORING	923.00
00399172	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICES	437.16
00399173	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICES	437.00
00399201	EXPRESS AIR TESTING INC	TESTING SERVICES	960.00
00399240	PEPPER INVESTMENTS INC	PEST CONTROL	760.00
00942047	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	4,407.50
Public Wor	rks-Parks Maint		
	ALTA FENCE	FENCE REPAIRS	829.00
00399224	M AND L OVERHEAD DOORS	DOOR REPLACEMENT	3,451.96
00399233	MYERS CONTAINER LLC	30 GAL CONTAINERS	6,367.27
			,



Public Wor	ks-Median/General Land		
00399149	AL FRESCO LANDSCAPING INC	PROFESSIONAL SERVICES	21,888.00
00399258	STEWARTS TREE SERVICE INC	TREE SERVICE	3,910.00
00399269		SUPPLIES	351.48
Police Adm	ninistration		
00301168	COSTCO	ADMIN SUPPLIES	109.91
00301169	CITY OF ANTIOCH	PETTY CASH	63.65
00399051	ADAMSON POLICE PRODUCTS	EQUIPMENT	679.85
00399055	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING R.ANGELINI	552.00
00399057	ANGELINI TEIXEIRA DS, RICARDO	TRAINING MEAL ALLOWANCE	54.50
00399062	ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	3,627.00
00399063	AT AND T MOBILITY	CELL PHONES	7,145.60
00399066	AT AND T MOBILITY BITTNER, DESMOND D COTTLE, CATRIONA MARIE CRITES, BRITTNEY D CSI FORENSIC SUPPLY	EXPENSE REIMBURSEMENT	180.84
00399089	COTTLE, CATRIONA MARIE	TRAINING PER DIEM	1,185.00
00399090	CRITES, BRITTNEY D	TRAINING PER DIEM	296.00
00399092	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	717.95
00399096	DUALHARE INC	CONSULTANT SERVICES	1,300.00
00399109	INABNETT, KELLY	TRAINING PER DIEM	296.00
00399127	NAVAL, JESSIE KATHERINE	TRAINING PER DIEM	1,185.00
00399128	OFFICE DEPOT INC	SUPPLIES	834.45
00399131	PRI MANAGEMENT GROUP INC	TRAINING E.LEWIS	259.00
00399134	SAFFOLD, DARRYL	EXPENSE REIMBURSEMENT	98.71
00399144	BLUE SHIELD LIFE	INSURANCE PREMIUM	43.29
00399146	DELTA DENTAL	INSURANCE PREMIUM	109.28
00399148	ADAMSON POLICE PRODUCTS	SUPPLIES	3,944.33
00399151	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING M.NUTT	1,031.00
00399152	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING A.BECERRA	1,031.00
00399153	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING D.WENGER	1,031.00
00399154	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING J.EVANS	717.00
00399155	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING C.BROGDON	717.00
00399156	ALAMEDA COUNTY SHERIFFS OFFICE	TRAINING R.DUFF	717.00
00399170	BHALLA SERVICES INC	CARWASH SERVICE	77.00
00399194	CRIME SCENE CLEANERS INC	CLEANUP SERVICES	500.00
00399195	CRUMP INVESTIGATIONS	BACKGROUND INV	5,058.29
00399199	EAN SERVICES LLC	RENTAL CAR J.EGAN	456.46
00399202	FACHNER, DANIEL E	EXPENSE REIMBURSEMENT	34.50
00399203	FEDEX	SHIPPING	18.01
00399206	GALLS LLC	UNIFORMS	885.31
00399209	HUGHES, AARON	EXPENSE REIMBURSEMENT	34.50
00399210	HULLEMAN, JOHN PAUL	EXPENSE REIMBURSEMENT	34.50
00399214	KIRBY POLYGRAPH & INVESTIGATIVE	POLYGRAPHS	1,050.00
00399217	LC ACTION POLICE SUPPLY	SUPPLIES	5,837.55
00399234	NET TRANSCRIPTS	PROFESSIONAL SERVICE	81.72
00399235	NILSEN, ERIK ROBERT	EXPENSE REIMBURSEMENT	34.50
00399244	PRI MANAGEMENT GROUP INC	TRAINING V.VARNER	259.00
00399249	SAFESTORE INC	EVIDENCE STORAGE	2,731.81
00399250	SAFFOLD, DARRYL	EXPENSE REIMBURSEMENT	34.50
00399254	STATE OF CALIFORNIA	NEW HIRE BACKGROUND	226.00



00941964	MOBILE MINI LLC	EVID STORAGE	173.25
00942039	CANON FINANCIAL SERVICES	COPIER LEASE	1,915.55
00942041	COMPUTERLAND	SUPPLIES	777.58
00942044	IMAGE SALES INC	POLICE ID	100.31
00942048	MOBILE MINI LLC	STORAGE	139.82
00942050	RAY MORGAN COMPANY	COPIER USAGE	484.71
Police Con	nmunity Policing		
00399053	AFLAC	INSURANCE PREMIUM	314.86
00399071	CAMALI CORP	UPS/BATTERY CABINET	37,175.00
00399115	LENDERMAN, THOMAS E	EXPENSE REIMBURSEMENT	40.00
00399146	DELTA DENTAL	INSURANCE PREMIUM	127.35
00399163	ARK PET HOSPITAL INC, THE	VETERINARY SERVICES	1,589.03
00399164	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	277.50
00399196	D TAC K9 LLC	K9 TRAINING	1,850.00
Police Inve	estigations		
00399056	ALHAMBRA	WATER	281.68
00399076	CONTRA COSTA COUNTY	BLOOD ANALYSIS	2,943.57
00399077	CONTRA COSTA COUNTY	PRISONER TRANSPORT	485.00
00399110	INSIGHT PUBLIC SECTOR INC	ANALYSTS	75.26
00399116	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00399126	NAPA SOLANO SART	FORENSIC EVIDENCE	2,400.00
00399137	TRANSUNION RISK & DATA SOLUTIONS	LEO DATABASE	264.80
00399182	COMCAST	CONNECTION SERVICE	161.80
00399190	CONTRA COSTA COUNTY	EVIDENCE/LAB TESTING	40,163.00
00399220	LEXISNEXIS	MONTHLY SUBSCRIPTION	252.50
00399242	PFEIFFER, DEAN A	EXPENSE REIMBURSEMENT	50.00
00399251	SEROLOGICAL RESEARCH INSTITUTE	DNA EVIDENCE	13,100.00
00399260	T MOBILE USA INC	PHONE ANALYSIS	5,010.00
	cial Operations Unit		-,
the same and the same and	EAN SERVICES LLC	VEHICLE RENTALS	7,899.79
	nmunications	721110221121111120	1,000.10
00399183	COMCAST	PD CABLE	145.63
00399189	CONTRA COSTA COUNTY	CALID SERVICES	144,738.00
00399207	GLOBALSTAR USA	SATELITE PHONE	221.11
00399218	LD STROBEL CO INC	PD RADIO TOWER	3,460.00
00942037	AMERICAN TOWER CORPORATION	TOWER FEES	253.96
00942041	COMPUTERLAND	SUPPLIES	738.87
	ilities Maintenance	COLL FIEC	700.01
00399117	LLOYD F MCKINNEY ASSOCIATES INC	DISPATCH INTERCOMS	510.00
00399164	ARROWHEAD 24 HOUR TOWING INC	TOWING SERVICE	115.00
00399172	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICES	5,494.00
00399172	BRIGHT SECURITY INTEGRATIONS	SECURITY SERVICES	5,494.16
00339173	PEPPER INVESTMENTS INC	PEST CONTROL SERVICE	222.00
00399240	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,580.00
	vork Services	JAN I ONIAL SERVICES	5,560.00
00399103	GRACE ARMS OF ANTIOCH	BASKETBALL PROGRAM	5,595.00
00399103	GRACE ARIVIS OF AINTIOCH	DAGRET BALL PROGRAM	5,595.00



Communit	y Development Land Planning Services		
	PLACEWORKS INC	PROFESSIONAL SERVICES	14,925.00
00399264	URBAN PLANNING PARTNERS	PROFESSIONAL SERVICES	32,312.29
00942050		COPIER USAGE	1,719.73
	inforcement	GOI IER GOAGE	1,7 13.73
00399144	BLUE SHIELD LIFE	INSURANCE PREMIUM	21.74
00399146	DELTA DENTAL	INSURANCE PREMIUM	571.00
00399176	CACEO	TRAINING WEBINAR	65.00
00942050	RAY MORGAN COMPANY	COPIER USAGE	219.73
	er Land Development	OOI IER OORGE	210.70
00399070	CALIF DEPARTMENT OF JUSTICE	PREEMPLOYMENT SERVICES	49.00
00399171	BKF ENGINEERS INC	PROFESSIONAL SERVICES	1,279.30
00942050	RAY MORGAN COMPANY	COPIER USAGE	133.55
00942051	TESTING ENGINEERS INC	TESTING SERVICES	32,263.25
	o. Administration	TEOTING GENTIGES	02,200.20
	OFFICE DEPOT INC	OFFICE SUPPLIES	307.28
00942050	RAY MORGAN COMPANY	COPIER USAGE	271.15
211	Delta Fair Property Fund		
Parks & Op			
	RRM DESIGN GROUP	PROFESSIONAL SERVICES	16,274,25
212	CDBG Fund		Account of the control of the contro
Non Depart	tmental		
CDBG			
00399157	ALEX KUSHNER GENERAL INC	PROFESSIONAL SERVICES	16,517.50
00399180	CITY DATA SERVICES LLC	PROJECT SERVICES	644.00
CDBG-CV			
00399180	CITY DATA SERVICES LLC	PROJECT SERVICES	220.00
213	Gas Tax Fund		
Streets			
00942053	TJKM TRANSPORTATION CONSULTANTS	DESIGN CONSULTING	6,281.18
214	Animal Services Fund		
Animal Ser			
	LETKEMAN, LAURA	ADMIN CITE APPEAL	100.00
00399054	AIRGAS USA LLC	OXYGEN	69.44
00399128	OFFICE DEPOT INC	OFFICE SUPPLIES	334.51
00399208	HILLS PET NUTRITION	SUPPLIES	490.97
00399216	KOEFRAN SERVICES INC	PROFESSIONAL SERVICES	1,850.00
00399232	MWI VETERINARY SUPPLY CO	SUPPLIES	2,970.46
00942048	MOBILE MINI LLC	RENTAL	140.69
219	Recreation Fund		
	guez Community Cent		
	PEPPER INVESTMENTS INC	PEST CONTROL	222.00
00942047		JANITORIAL SERVICES	500.00
00942050	RAY MORGAN COMPANY	COPIER USAGE	223.47
Senior Prog		IANITODIAL OFFICE	2.55
00942047	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3.00



Recreation	Sports Programs		
00399070	CALIF DEPARTMENT OF JUSTICE	PREEMPLOYMENT SERVICES	179.00
00399162	ANTIOCH ACE HARDWARE	SUPPLIES	44.42
	-Comm Center		
00207041	DIRECTV	MUSIC CHANNELS	39.99
00207042	HAMILTON, TERRI	CLASS REFUND	69.00
00399052	ADT COMMERCIAL	ALARM MAINTENANCE	2,724.32
00399088	COSTCO	BUSINESS EXPENSES	798.00
00399096	DUALHARE INC	CONSULTANT SERVICES	1,500.00
00399125	MUIR, ROXANNE	CONTRACTOR PAYMENT	518.40
00399136	THOMPSON, RANDALL	CONTRACTOR PAYMENT	148.50
00399143	BE EXCEPTIONAL	CONTRACTOR PAYMENT	1,062.00
00399147	AAA FIRE PROTECTION SVCS	MAINTENANCE SERVICE	1,600.09
00399167	BAY ALARM COMPANY	MONITORING	145.00
00399168	BE EXCEPTIONAL	CONTRACTOR PAYMENT	2,664.00
00399225	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,171.20
00399262	UNITED STATES POSTAL SERVICE	POSTAGE	8,831.76
00942050	RAY MORGAN COMPANY	COPIER USAGE	581.04
	Water Park		
00399070	CALIF DEPARTMENT OF JUSTICE	PREEMPLOYMENT SERVICES	96.00
00399075	COMMERCIAL POOL SYSTEMS INC	C02 TANK RENTAL SERVICE	69.14
00399096	DUALHARE INC	CONSULTANT SERVICES	1,000.00
00399147	AAA FIRE PROTECTION SVCS	MAINTENANCE SERVICE	595.85
00399198	DEER VALLEY HIGH SCHOOL	HIRING AD	500.00
00399215	KNORR SYSTEMS INC	CHEMICALS	1,742.37
00399240	PEPPER INVESTMENTS INC	PEST CONTROL	543.00
00942042	GRAINGER INC	SUPPLIES	620.09
00942047	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00
00942050	RAY MORGAN COMPANY	COPIER USAGE	107.33
221	Asset Forfeiture Fund		
Non Depai	rtmental		
00399078	CONTRA COSTA COUNTY	ASSET FORFEITURE	303.03
00399079	CONTRA COSTA COUNTY	ASSET FORFEITURE	507.05
00399080	CONTRA COSTA COUNTY	ASSET FORFEITURE	371.88
00399081	CONTRA COSTA COUNTY	ASSET FORFEITURE	1,221.60
00399082	CONTRA COSTA COUNTY	ASSET FORFEITURE	1,692.95
00399083	CONTRA COSTA COUNTY	ASSET FORFEITURE	6,730.01
00399084	CONTRA COSTA COUNTY	ASSET FORFEITURE	4,439.61
00399085	CONTRA COSTA COUNTY	ASSET FORFEITURE	1,003.52
222	Measure C/J Fund		
Streets			
00399184	CONSOLIDATED ENGINEERING INC	ENGINEERING SERVICES	90,971.40
00399259	SUNLAND ANALYTICAL LAB	SERVICE	117.00
226	Solid Waste Reduction Fund		
Solid Was	te		
00399222	LOCAL GOVERNMENT COMMISSION	CIVICSPARK SERVICES	1,295.45



229	Pollution Elimination Fund		
00399146	laintenance Operation	INICUIDANCE DDEMILINA	0.00
00399146	DELTA DENTAL AL FRESCO LANDSCAPING INC	INSURANCE PREMIUM	9.03
00399150	ALTA FENCE	LANDSCAPING SERVICES	7,680.00
		PICK UP SERVICE	288.00
00399162	ANTIOCH ACE HARDWARE	SUPPLIES	71.32
00399191 00399205	CONTRA COSTA HEALTH SERVICES	ROUTINE INSPECTION	248.75
251	FURBER SAW INC Lone Tree SLLMD Fund	SUPPLIES	1,697.76
	Maintenance Zone 3		
	STEWARTS TREE SERVICE INC	TDEE DEMOVAL	4 500 00
255	Park 1A Maintenance District Fund	TREE REMOVAL	1,500.00
	aintenance District		
	BAY ALARM COMPANY	MONITORING	115.00
256	Citywide 2A Maintenance District Fund	MONTORING	115.00
	A Maintenance Zone 9		
	STEWARTS TREE SERVICE INC	TREE REMOVAL	2 205 00
257	SLLMD Administration Fund	TREE REMOVAL	2,385.00
	ministration		
00399269		FERTILIZER	5,233.78
311	Capital Improvement Fund	LINIEZEN	5,233.76
Non Depai			
Parks & O			
	ALEX KUSHNER GENERAL INC	PROFESSIONAL SERVICES	407 400 00
		THO ESSIONAL SERVICES	167,188.90
Energy Eff	iciency and a second	×	
<b>Energy Eff</b> 00399222	iiciency  LOCAL GOVERNMENT COMMISSION	PROJECT SERVICES	1,295.45
Energy Eff 00399222 <b>570</b>	iciency  LOCAL GOVERNMENT COMMISSION  Equipment Maintenance Fund	×	
Energy Eft 00399222 570 Non Depar	iciency  LOCAL GOVERNMENT COMMISSION  Equipment Maintenance Fund  tmental	PROJECT SERVICES	1,295.45
Energy Eff 00399222 570 Non Depar 00399211	iciency  LOCAL GOVERNMENT COMMISSION  Equipment Maintenance Fund  trental  HUNT AND SONS INC	×	
Energy Eft 00399222 570 Non Depar 00399211 Equipment	iciency  LOCAL GOVERNMENT COMMISSION  Equipment Maintenance Fund  timental  HUNT AND SONS INC  timenance	PROJECT SERVICES	1,295.45 5,245.91
Energy Efi 00399222 570 Non Depar 00399211 Equipmen 00399060	iciency  LOCAL GOVERNMENT COMMISSION  Equipment Maintenance Fund  Itmental  HUNT AND SONS INC  It Maintenance  ANTIOCH AUTOMOTIVE SUPPLY INC	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS	1,295.45 5,245.91 498.89
Energy Eff 00399222 570 Non Depar 00399211 Equipmen 00399060 00399129	iciency LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS	1,295.45 5,245.91 498.89 1,439.40
Energy Eff 00399222 570 Non Depar 00399211 Equipmen 00399060 00399129 00399164	iciency LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE	1,295.45 5,245.91 498.89 1,439.40 172.50
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399060 00399129 00399164 00399228	Iciency LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399060 00399129 00399164 00399228 00399229	Iciency LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399060 00399129 00399164 00399228 00399229 00399237	Iciency LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399060 00399129 00399164 00399228 00399229	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399060 00399129 00399164 00399228 00399229 00399237 00399267	Iciency LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES SUPPLIES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68 558.04
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399129 00399164 00399228 00399229 00399237 00399267 00399272	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD WINTER CHEVROLET CO RAY MORGAN COMPANY	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399129 00399164 00399228 00399229 00399237 00399267 00399272 00942050 573	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD WINTER CHEVROLET CO RAY MORGAN COMPANY Information Services Fund	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES SUPPLIES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68 558.04
Energy Eff 00399222 570 Non Depai 00399211 Equipmen 00399129 00399164 00399228 00399229 00399237 00399267 00399272 00942050 573	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD WINTER CHEVROLET CO RAY MORGAN COMPANY	PROJECT SERVICES  FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES SUPPLIES	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68 558.04 100.80
Energy Efi 00399222 570 Non Depai 00399211 Equipmen 00399129 00399129 00399228 00399229 00399237 00399267 00399272 00942050 573 Network S 00942050	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD WINTER CHEVROLET CO RAY MORGAN COMPANY Information Services Fund upport & PCs	FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES SUPPLIES COPIER USAGE	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68 558.04
Energy Efi 00399222 570 Non Depai 00399211 Equipmen 00399129 00399129 00399228 00399229 00399237 00399267 00399272 00942050 573 Network S 00942050	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD WINTER CHEVROLET CO RAY MORGAN COMPANY Information Services Fund upport & PCs RAY MORGAN COMPANY	FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES SUPPLIES COPIER USAGE	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68 558.04 100.80
Energy Efi 00399222 570 Non Depai 00399211 Equipmen 00399129 00399129 00399228 00399229 00399237 00399267 00399272 00942050 573 Network S 00942050 Office Equ	LOCAL GOVERNMENT COMMISSION Equipment Maintenance Fund Itmental HUNT AND SONS INC It Maintenance ANTIOCH AUTOMOTIVE SUPPLY INC OREILLY AUTO PARTS ARROWHEAD 24 HOUR TOWING INC MITCHELL ONE INC MUNICIPAL MAINT EQUIPMENT INC OREILLY AUTO PARTS WALNUT CREEK FORD WINTER CHEVROLET CO RAY MORGAN COMPANY Information Services Fund upport & PCs RAY MORGAN COMPANY ipment Replacement	FUEL  AUTOMOTIVE REPAIR PARTS AUTO PARTS TOWING SERVICRE PARTS SUPPLIES SUPPLIES AUTO REPAIR PARTS & SERVICES SUPPLIES COPIER USAGE	1,295.45 5,245.91 498.89 1,439.40 172.50 4,214.86 143.17 1,008.97 1,896.68 558.04 100.80



577	Post Retirement Medical-Police Fund		
Non Depar	tmental		
00399067	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00399069	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00399101	RETIREE	MEDICAL AFTER RETIREMENT	1,222.30
00399106	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00399114	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00399118	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00399119	RETIREE	MEDICAL AFTER RETIREMENT	126.75
00399120	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00399124	RETIREE	MEDICAL AFTER RETIREMENT	1,479.41
00399130	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00399135	RETIREE	MEDICAL AFTER RETIREMENT	71.30
00941857	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941858	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00941863	RETIREE	MEDICAL AFTER RETIREMENT	1,010.59
00941864	RETIREE	MEDICAL AFTER RETIREMENT	322.08
00941866	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941867	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00941871	RETIREE	MEDICAL AFTER RETIREMENT	970.30
00941873	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941881	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941886	RETIREE	MEDICAL AFTER RETIREMENT	970.30
00941888	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00941891	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941895	RETIREE	MEDICAL AFTER RETIREMENT	571.38
00941909	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941910	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00941916	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941917	RETIREE	MEDICAL AFTER RETIREMENT	770.00
00941918	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941931	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00941934	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941935	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941936	RETIREE	MEDICAL AFTER RETIREMENT	266.57
00941937	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941945	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00941946	RETIREE	MEDICAL AFTER RETIREMENT	1,542.71
00941947	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00941950	RETIREE	MEDICAL AFTER RETIREMENT	254.12
00941963	RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00941965	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00941966	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941976	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941977	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941979	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00941981	RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00941985	RETIREE	MEDICAL AFTER RETIREMENT	279.53



00941994	RETIREE	MEDICAL AFTER RETIREMENT	580.50
00941996	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942005	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942006	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942008	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00942013	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942014	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942018	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00942027	RETIREE	MEDICAL AFTER RETIREMENT	476.45
00942031	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942032	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00942034	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00942036	RETIREE	MEDICAL AFTER RETIREMENT	708.06
578	Post Retirement Medical-Misc Fund		
Non Depart	tmental		
00399072	RETIREE	MEDICAL AFTER RETIREMENT	79.00
00399094	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399097	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00399099	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399102	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399105	RETIREE	MEDICAL AFTER RETIREMENT	324.48
00399132	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399140	RETIREE	MEDICAL AFTER RETIREMENT	100.00
00941859	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941860	RETIREE	MEDICAL AFTER RETIREMENT	603.96
00941862	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941865	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941870	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941876	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941879	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941880	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941882	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941883	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941884	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941887	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941893	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941896	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941901	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941902	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941905	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941908	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941912	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941913	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941914	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941922	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00941923	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941924	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941925	RETIREE	MEDICAL AFTER RETIREMENT	119.47



00941926	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941930	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941933	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941941	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941942	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941949	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941954	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941956	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941957	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941960	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941962	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941968	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941972	RETIREE	MEDICAL AFTER RETIREMENT	237.50
00941973	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941978	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941982	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941984	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941988	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941993	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941995	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942000	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942011	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942016	RETIREE	MEDICAL AFTER RETIREMENT	14.26
00942017	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00942019	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942021	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942022	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00942030	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942033	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942035	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942046	RETIREE	MEDICAL AFTER RETIREMENT	263.07
579	Post Retirement Medical-Mgmt Fund	WEDIONE / I TEICHETINE WEIT	200.01
Non Depar			
00399068	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399073	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00399098	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399104	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00399107	RETIREE	MEDICAL AFTER RETIREMENT	244.12
00399107	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00399100	RETIREE	MEDICAL AFTER RETIREMENT	493.80
00399121	RETIREE	MEDICAL AFTER RETIREMENT	440.38
		MEDICAL AFTER RETIREMENT	2,079.36
00399139	RETIREE RETIREE	MEDICAL AFTER RETIREMENT	560.38
00399141	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941868	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00941869	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941872	RETIREE	MEDICAL AFTER RETIREMENT	1,120.76
00941874	RETIREE	MEDICAL AFTER RETIREMENT	153.53



00044075	DETIDEE		
00941875	RETIREE	MEDICAL AFTER RETIREMENT	146.52
00941877	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941878	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00941885	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941889	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941890	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941892	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00941894	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00941898	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00941899	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941900	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941903	RETIREE	MEDICAL AFTER RETIREMENT	433.33
00941904	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941906	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00941907	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941911	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00941919	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941920	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941921	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00941927	RETIREE	MEDICAL AFTER RETIREMENT	432.80
00941928	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941929	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941938	RETIREE	MEDICAL AFTER RETIREMENT	403.04
00941939	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00941940	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941943	RETIREE	MEDICAL AFTER RETIREMENT	690.38
00941944	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00941948	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00941951	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941952	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941953	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941955	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00941958	RETIREE	MEDICAL AFTER RETIREMENT	55.67
00941959	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00941961	RETIREE	MEDICAL AFTER RETIREMENT	1,393.17
00941967	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00941969	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00941970	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941971	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941974	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941975	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941980	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00941983	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00941986	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941987	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941989	RETIREE	MEDICAL AFTER RETIREMENT	
00941989	RETIREE		87.69
00941990	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00341331	INC HINCE	MEDICAL AFTER RETIREMENT	864.90



			005.00
00941992	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00941997	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941998	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00941999	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942001	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00942002	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00942003	RETIREE	MEDICAL AFTER RETIREMENT	93.69
00942004	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942007	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00942009	RETIREE	MEDICAL AFTER RETIREMENT	251.46
00942010	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942012	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942015	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00942020	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942023	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942024	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942025	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942026	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00942028	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942029	RETIREE	MEDICAL AFTER RETIREMENT	2,055.05
611	Water Fund		
Non Depar	rtmental		
00399074	COLE SUPPLY CO INC	JANITORIAL SUPPLIES	1,089.51
00399161	ANIXTER NORTHERN CALIFORNIA	BEST BLANK E KEY	135.00
00399181	COLE SUPPLY CO INC	SUPPLIES	3,317.04
00399200	EAST BAY WORK WEAR	UNIFORMS	2,053.81
Water Prod	duction		
00399058	ANNUVIA	AED PADS	49.14
00399059	ANTIOCH ACE HARDWARE	AUTO PARTS	130.13
00399061	ARAMARK UNIFORM SERVICES	ARAMARK SERVICE	156.26
00399065	BAY AREA AIR QUALITY MGMT DIST	ANNUAL RENEWAL	423.00
00399086	CONTRA COSTA WATER DISTRICT	RAW WATER	165,376.89
00399087	CONTRA COSTA WATER DISTRICT	RAW WATER	84,718.71
00399091	CRWA	ANNUAL MEMBERSHIP RENEWAL	1,435.00
00399111	KAGIN, IVONA	WQA RENEWAL REIMBURSEMENT	75.00
00399122	MEDORA CORP	MAINTENANCE SERVICE	14,685.00
00399138	USA BLUEBOOK	POLYMER PUMP HEAD ASSEMBLY	525.62
00399158	ALTA FENCE	PROFESSIONAL SERVICES	5,215.00
00399162	ANTIOCH ACE HARDWARE	SUPPLIES	108.35
00399263	UNIVAR SOLUTIONS USA INC	SODIUM HYDROXIDE CHEMICAL	12,026.77
00399268	WALTER BISHOP CONSULTING	PROFESSIONAL SERVICES	6,450.97
00942042	GRAINGER INC	SUPPLIES	439.06
00942043	IDEXX LABORATORIES INC	SUPPLIES	3,730.17
00942047	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	300.00
00942052	THATCHER COMPANY OF CALIFORNIA	CHEMICALS	3,062.99
			_,



Water Distribution			
00399059	ANTIOCH ACE HARDWARE	SUPPLIES	106.20
00399093	DELTA DIABLO	RECYCLED WATER	7,916.51
00399100	G AND S PAVING	PAVING SERVICE	36,710.39
00399112	KEMP, SIMON A W	EXPENSE REIMBURSEMENT	50.00
00399128	OFFICE DEPOT INC	SUPPLIES	62.57
00399133	SABRE BACKFLOW LLC	BACKFLOW TESTER REPAIR PARTS	170.11
00399162	ANTIOCH ACE HARDWARE	SUPPLIES	224.75
00399175	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	7,453.25
00399177	CD AND POWER	PORTABLE GENERATOR	3,824.36
00399224	M AND L OVERHEAD DOORS	DOOR REPLACEMENT	5,654.28
00399257	SWRCB	REGISTRATION FEES	210.00
00399261	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	12.00
00399270	WEBSOFT DEVELOPERS INC	ANNUAL SUBSCRIPTION	17,745.00
00942038	BADGER METER INC	REGISTERS	1,727.25
00942045	INFOSEND INC	PRINT & MAIL SERVICES	1,852.54
	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00942050	RAY MORGAN COMPANY	COPIER USAGE	361.74
Public Buildings & Facilities			
	CDM SMITH INC	PROFESSIONAL SERVICES	127,635.11
621	Sewer Fund		
Swr-Wastewater Administration			
00399053		INSURANCE PREMIUM	84.10
00399100	G AND S PAVING	PAVING SERVICE	36,710.40
00399128	OFFICE DEPOT INC	OFFICE SUPPLIES	62.57
	AMS DOT NET INC	CONNECTION SERVICE	4,182.55
00399175	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	7,453.25
00399247	ROOTX	ROOTX	3,023.62
00399258	STEWARTS TREE SERVICE INC	TREE REMOVAL	3,800.00
00399271	WECO INDUSTRIES INC	SUPPLIES	5,871.00
00942045	INFOSEND INC	PRINT AND MAIL SERVICES	1,820.92
00942047	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00942050	RAY MORGAN COMPANY	COPIER USAGE	444.48
631 Marina Fund  Marina Administration			
		DECT CONTROL	405.00
00399240	PEPPER INVESTMENTS INC	PEST CONTROL	125.00
		JANITORIAL SERVICES	1,300.00
00942050	RAY MORGAN COMPANY	COPIER USAGE	73.24



**DATE:** Regular Meeting of March 22, 2022

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney 745

**SUBJECT:** REJECTION OF CLAIMS: JOSE AMAYA AND MARIA SANTOS

CRUZ

## **RECOMMENDED ACTION**

It is recommended that the City Council reject the claims submitted by Jose Amaya and Maria Santos Cruz.

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

# **ATTACHMENTS**



**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Kwame P. Reed, Economic Development Director KPR

**APPROVED BY:** Cornelius Johnson, Interim City Manager

**SUBJECT:** Letter of Support for the City of Antioch's Rebuilding America

Infrastructure with Sustainability and Equity 2022 Grant Application

#### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution authorizing the Mayor to provide a letter of support for the City of Antioch's Rebuilding America Infrastructure with Sustainability and Equity ("RAISE") 2022 grant application.

# **FISCAL IMPACT**

The RAISE 2022 grant is a minimum \$5 million and maximum \$25 million award that requires a twenty percent (20%) local match, which will be provided by AMPORTS. The City's contribution will be through in-kind services associated with administering the grant if awarded.

#### DISCUSSION

City staff was approached by AMPORTS and their consultant TranSystems with a grant opportunity that would not only enhance their current project on Wilbur Avenue, but could also further the City's economic development opportunities along the waterfront and improve certain infrastructure improvements along Wilbur Avenue.

The RAISE Grant is a discretionary grant program provided by the United States Department of Transportation ("USDOT") for investment in surface transportation infrastructure with a significant impact in local or regional communities. The Total funding available for the 2022 fiscal year is \$1.5 billion. The minimum award amount is \$5 million with a maximum of \$25 million. Eligible projects include:

- Port infrastructure investments
- Intermodal projects with significant local or regional economic impact
- Highway, road, and bridge projects
- Public transit projects
- Passenger and freight rail transportation projects

- Surface transportation components of airport projects
- Infrastructure projects on tribal land
- Culvert replacement and stormwater runoff prevention

After a series of discussions between the City and AMPORTS, the proposed grant project would consist of four (4) components, stated below:

- 1. Port Planning Assessment Study \$250,000
- 2. Wilbur Avenue Freight & Intermodal Corridor (PE/NEPA-CEQA/Final Design) providing for a complete upgrade of Wilbur Avenue from the interstate to Apollo Court, including a 4 or 6 lane roadway that can accommodate the freight/industrial businesses along Wilbur (\$3.6 million)
- Railroad Crossing & Spur Line Improvements (PE/NEPA-CEQA/Final Design) providing for a complete upgrade of the BNSF crossing at the East parcel, as
  well as rehabilitation of the spur line (\$1 million)
- 4. AMPORTS East Parcel Expansion (PE/NEPA-CEQA/Final Design) providing for the full engineering and environmental clearance (EIR) for the east parcel, including the addition of clean energy alternatives (\$4 million)

The total project request would be approximately \$9 million with a match of approximately \$1.8 million to be provided by AMPORTS.

The proposed application components align well with the Northern Waterfront Economic Development Initiative, the Federally designated Opportunity Zone, Foreign Trade Zone, and Historically Disadvantaged Communities as defined by the USDOT for the "RAISE program in the 2022 NOFO (Notice of Funding Opportunity), consistent with the OMB's (Office of Management and Budget's) Interim Guidance for the Justice 40 Initiative".

In an effort to strengthen the application, the combined team of City, AMPORTS, and TranSystems staff concluded that a letter of support signed by the Mayor and supported by a City Council resolution, would be appropriate. If approved, the letter and resolution will accompany the application that is due on or before April 14, 2022.

# **ATTACHMENTS**

- A. Resolution
- B. AMPORTS local match commitment letter
- C. Project Summary Report

# **RESOLUTION NO. 2022/XXX**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE MAYOR TO PROVIDE A LETTER OF SUPPORT OF THE CITY OF ANTIOCH'S REBUILDING AMERICA INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY 2022 GRANT APPLICATION

**WHEREAS**, the City of Antioch will submit an application in coordination with AMPORTS and their consultant TranSystems, to the USDOTs Rebuilding America Infrastructure with Sustainability and Equity ("RAISE") 2022 Grant program;

**WHEREAS**, the RAISE Grant is a discretionary grant program provided by the United States Department of Transportation ("USDOT") for investment in surface transportation infrastructure with a significant impact in local or regional communities;

**WHEREAS**, the City's RAISE Grant application will consist of four (4) components totaling approximately nine million dollars (\$9,000,000), stated below:

- 1. Port Planning Assessment Study \$250,000
- 2. Wilbur Avenue Freight & Intermodal Corridor (PE/NEPA-CEQA/Final Design) providing for a complete upgrade of Wilbur Avenue from the interstate to Apollo Court including a 4 or 6 lane roadway that can accommodate the freight/industrial businesses along Wilbur (\$3.6 million)
- 3. Railroad Crossing & Spur Line Improvements (PE/NEPA-CEQA/Final Design) providing for a complete upgrade of the BNSF crossing at the East parcel, as well as rehabilitation of the spur line (\$1 million).
- AMPORTS East Parcel Expansion (PE/NEPA-CEQA/Final Design) providing for the full engineering and environmental clearance (EIR) for the east parcel, including the addition of clean energy alternatives (\$4 million)

**WHEREAS,** the required twenty percent (20%) local match of \$1.8 million, will be provided by AMPORTS as described in Attachment A of this resolution; and

**WHEREAS,** the proposed application components align with the Northern Waterfront Economic Development Initiative, the federally designated Opportunity Zone, Foreign Trade Zone, and Historically Disadvantaged Community, as defined by the USDOT for the "RAISE program in the 2022 NOFO (Notice of Funding Opportunity), consistent with the OMB's (Office of Management and Budget's) Interim Guidance for the Justice 40 Initiative".

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the Mayor to provide a letter of support for the City of Antioch's Rebuilding America Infrastructure with Sustainability and Equity ("RAISE") 2022 grant application.

Resolution No. 2022/XXX March 22, 2022 Page 2 of 2

<b>I HEREBY CERTIFY</b> 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 $22^{nd}$ day of March, 2022 by the following vote:
AYES:
NOES:
ABSENT:
NOES:
ELIZABETH HOUSEHOLDER,
CITY CLERK OF THE CITY OF ANTIOCH

# **Attachment B**



## **Corporate Headquarters**

10060 Skinner Lake Drive, Suite 205 Jacksonville, FL 32246 Tel: (904) 652-2962 Fax: (904) 996-7833

March 10, 2022

Mr. Kwame P. Reed Economic Development Director City of Antioch 200 H Street Antioch, CA 94509

SUBJECT: 2022 RAISE Grant Application – Partnership between AMPORTS and the City of Antioch

Dear Mr. Reed,

Thank you and the City of Antioch for your continued energy and partnership in making the City's waterfront industrial area a premier transportation logistics hub. AMPORTS is well underway with construction of our new Roll-On/Roll-Off Wharf and will be advancing to construction of our Auto Processing facility at 2301 Wilbur Avenue.

AMPORTS is firmly committed to partner with the City of Antioch in applying for a 2022 RAISE Planning Grant focused on economic development of the industrial waterfront. As part of this effort, AMPORTS will examine the potential to expand our facility capacity and ability to offer alternative/clean energy solutions for vessel and trucking transportation in Antioch and the larger Bay Area. AMPORTS is committed to providing private sector funds as the local match for the 2022 RAISE Application, if award, assumed to be approximately \$1,800,000.

AMPORTS looks forward to our continuing our partnership with the City of Antioch and remains committed to funding this important project. If you or your team has any questions, or if additional information is required, please contact me at jakebrown@amports.com.

Sincerely,

Jacob Brown

**Chief Financial Officer** 

acob Brown

AMPORTS, Inc.

# **Attachment C**

# City of Antioch: A Public-Private Partnership for Economic Development and Clean Energy

The City of Antioch and AMPORTS (auto processor) are planning to partner in the submittal of a grant application, *City of Antioch: A Public-Private Partnership for Economic Development and Clean Energy*, for the planning of waterfront industrial development, for funding in the 2022 Rebuilding America Infrastructure with Sustainable and Equity (RAISE) Planning Grant. The planning project will consist of four components of inter-related transportation infrastructure improvements, anchored by an expanded waterfront vehicle processing facility by AMPORTS, planned and designed for implementation together in the City of Antioch's waterfront industrial zone along the San Joaquin River Navigation Channel.

The overall project cost is \$9 Million. In this partnership, the City of Antioch and AMPORTS are seeking RAISE funds in the amount of \$7.2 Million, which represents 80% of the estimated cost of planning, NEPA/CEQA, preliminary engineering and final design, and permitting of the components outlined below. AMPORTS, a private-sector company, will provide the 20% match funds totaling \$1.8M.

**Port Assessment Planning Study** - The study would conduct an economic development, security and risk analysis within this established Federal Trade Zone and present findings on the improved mobility of good and employment opportunities. The Port Assessment would also look at land use and would produce recommendations for future port establishment and its policies.

Wilbur Avenue Freight and Intermodal Corridor Improvements - Wilbur Avenue is a main thoroughfare connecting State Route (SR) 160 to A Street, which services SR 4, within the City of Antioch, California. The City has established this waterfront industrial area for established commercial and industrial uses, and particularly those that utilize water, rail and highway transport of goods. Wilbur Avenue from Apollo Court to SR 160 is in critical need of modernization and improvement, which would include additional capacity, pavement repair, new lane striping, signage, and signaling and pedestrian safety elements. The project will include preliminary engineering, CEQA/NEPA compliance and Final Design of Wilbur Avenue improvements, setting the stage for future construction funding.

Railroad Crossing and Spur Line Improvements - The rehabilitation of the BNSF rail connection and crossings will further enhance the economic development of the City of Antioch's waterfront industrial area. BNSF Railroad access would connect current industrial uses along Wilbur Avenue, such as the AMPORTS facility, and provide an alternative to truck trips for several of the businesses and future industrial development the waterfront area. The intermodal connections would allow additional transport opportunities and strengthen economic connections to the City of Antioch. The project will include BNSF and CPUC coordination, preliminary engineering, CEQA/NEPA compliance and Final Design of BNSF crossing and spur line improvements, setting the stage for future construction funding.

**AMPORTS Expansion** – In 2020, the City of Antioch and AMPORTS began the process for rehabilitation and conversion of an existing wharf at 2301 Wilbur Avenue to a Roll-On/Roll-Off wharf, as well as landside development, to support the creation of an AMPORTS Auto import

and processing facility within the City. The strategic location of the City and this new waterfront facility, provide AMPORTS will improved logistics in the deliver of vehicles to markets in the Bay Area and Northern California. AMPORTS is poised to complete construction in January 2023 without federal or state grant funding for this facility. With current port and supply chain challenges, AMPORTS will examine expanding their facility to the east in order to provide additional port capacity in the City and implement new clean energy initiatives such as solar, wind and hydrogen generated energy. As the California Bay Area moves toward regulations mandating shore power for vessels, this project will implement clean energy solutions that not only address the provision of sore power, but also implement clean energy solutions for the City. Ongoing development of this facility is expected to bring labor opportunities in the autohandling and automobile processing industries. The City of Antioch and AMPORTS are pursuing an apprenticeship and intern program for auto mechanics and alternative energy technicians as part of the grant application. The project will include preliminary engineering, CEQA/NEPA compliance and Final Design of AMPORTS expansion and clean energy improvements, setting the stage for future construction funding.

This project would provide multiple benefits - environmental and economic - for the City of Antioch and will promote economic stability, bring well-paying jobs, and provide the infrastructure for additional industrial revitalization along the waterfront. AMPORTS is a major employer in Northern California, and its activities and employment opportunities align with and support the City's Economic Development Strategic Plan, focusing on diversification of the City's traditional economy, addressing revitalization and redevelopment especially of unused and abandoned former industrial sites, and fostering workforce development.

Sustainable job creation for City and County residents is a major concern at all levels. This project will generate both construction and long-term employment opportunities within the City. Improvements to the port, roadway and rail infrastructure in this waterfront industrial area enables cargo to be brought further inland via water to relieve street and highway congestion in the greater San Francisco Bay Area, which is densely populated and already impacted by crowded streets and highways and the associated pollution from traffic. The project also improves access to and by the BNSF Railroad with direct service to additional market areas within the western portion of the US. This will avoid costly and time-consuming interchanges between railroads and reduce the transit time for cargo. Reduced "time to market" translates to lower cost logistics.

This project represents a tremendous example of a mutually beneficial partnership between a proven private-sector leader in imported automobile processing and a City poised to expand its waterfront economic vitality. The project will seek 2022 RAISE Grant funds and will provide tremendous benefits to the residents of Antioch, Contra Costa County, and California.



# STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of March 22, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Forrest Ebbs, Community Development Director 15

SUBJECT:

Resolution Approving a Fourth Amendment to the Professional Services Contract with 4Leaf, Inc. to provide support to the Building Inspection Services 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:

- 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 through June 30, 2023 in the increased amount of \$200,000 for an amount not to exceed \$600,000, 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. Funding for this contract will be offset by salary savings in the FY2021-22 General Fund Building Division budget.

# DISCUSSION

The Building Inspection Services Division presently has two budgeted Community Development Technicians, three budgeted Building Inspectors, and one budgeted Building Inspection Services Manager. Of these six positions, three are presently vacant, including one Community Development Technician, one Building Inspector, and the Building Inspection Services Manager.

To maintain necessary building inspection services, the Community Development Department maintains a Professional Service Agreement with 4Leaf, Inc. (4Leaf) for building inspection, technician, and plan check services. That agreement is currently used to provide two contract Building Inspectors and one contract Permit Technician.

Agenda Item #

As the City continues to recruit for its vacancies, the Building Inspection Services Division must maintain the ability to provide ongoing building inspection services. Construction activity is very high in the City of Antioch and the demand for inspection services continues to significantly increase.

The proposed extension will extend the contract to June 30, 2023 and will add \$200,000 to the contract. The use of contract staff will be reduced as the budgeted positions are filled.

# **ATTACHMENT**

A. Resolution

#### ATTACHMENT A

# **RESOLUTION NO. 2022/\*\***

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING THE FOURTH AMENDMENT TO PROFESSIONAL SERVICES CONTRACT WITH 4LEAF, INC. TO PROVIDE BUILDING INSPECTION AND TECHNICIAN STAFFING FOR THE COMMUNITY DEVELOPMENT DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO THE AGREEMENT

**WHEREAS,** the Community Development Department has current vacancies in the Community Development Technician, Building Inspector, and Building Inspection Services Manager classifications;

**WHEREAS,** the Building Inspection Services Division continues to experience extremely high demands for building permits which require significant numbers of inspections;

**WHEREAS**, the Building Inspection and supportive technician 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 two Building Inspectors 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 and reduce the potential for City business interruptions.

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

- 1. Approves a fourth 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, Building Inspector, and Building Inspection Services Manager levels through June 30, 2023 in an amount of \$200,000.00 for an amount not to exceed \$600,000, and
- 2. Authorizes the City Manager to execute the Fourth Amendment to the Agreement in a form approved by the City Attorney.

\* \* \* \* \* \* \* \*

	going resolution was passed and adopted by the egular meeting thereof, held on the 22nd day of
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH

# EXHIBIT A SCOPE OF SERVICES

# Consultant has 3 key tasks:

- 1. Provide On-Call personnel to the Public Works and/or Building Department including construction inspectors, building inspectors, building officials, fire inspectors/plans examiners, permit technicians, on-site plans examiners/engineers, civil engineers, code enforcement personnel, and other positions as listed in Exhibit B on an asneeded basis.
- 2. Provide Building, Fire, and/or Civil Plan Review as-needed.
- 3. Provide Building Inspection Management Services.

#### Services

# 1. Provide On-Call Building, Planning, & Public Works Support Staff (As-needed)

- 4LEAF will provide Building, Planning, and Public Works Department support staff to include construction inspectors, building inspectors, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an on-call basis for the City of Antioch.
- 4LEAF will provide interim staff within one business day and full-time staff within two business days. 4LEAF will provide staff from their database of qualified personnel. For requests made with less than 24 hours notice, 4LEAF will make every effort possible to secure suitable candidates.
- These positions vary from full-time staff, idle staff (temporarily in-between assignments), and pre-qualified staff which include personnel who are available subject to client demand.

# 2. Plan Review Services

- The Consultant shall review all plans and supporting documents submitted for projects for which a Building Permit is requested. If, after the initial review the documents are found to be in substantial compliance with the State Building Codes and local ordinances, the plans and documents shall be stamped as reviewed and acceptable for construction. If corrections are found to be needed a report shall be prepared by the Consultant specifying the needed corrections and transmitted to the applicant. When plans and supporting documents are deemed acceptable for permit issuance, the applicant shall deliver the Building Permit application and all supporting documents to the Consultant (or City Hall) for permit processing.
- City shall collect direct from the applicant costs for plan review at time of submittal of plans and documents. Building permit fees shall be paid prior to issuance of the Building Permit. City shall mark/stamp permits PAID upon receipt of funds by applicant.



# EXHIBIT A SCOPE OF SERVICES

• Plan Reviews will be subject to the following turn-around times (Turn-Around Times may vary with the complexity and magnitude of the projects):

Residential	Up to 10 Days
Multi-Family	Up to 10 Days
Commercial	Up to 10 Days
Industrial	Up to 10 Days

Plan Review is generally performed at the Consultant's corporate headquarters in Pleasanton, CA and an employed courier is available at all times for pick-up and delivery for plan review services. If for any reason site technical support is required, Consultant is capable of complying on an asneeded basis for all aspects of this support. Plans may be digitally uploaded into our free proprietary software EZ Plan Review or pick-up of hard plans are available. All plan review requests can be made by emailing <a href="mailto:pickup@4leafinc.com">pickup@4leafinc.com</a>.

 All on-call requests should be made directly to 4LEAF management. 4LEAF's recruiting manager, will handle the placement of all 4LEAF staff. 4LEAF's designated managers are:

Raylee Glasser, Project Manager	Mike Leontiades, Project Manager
2126 Rheem Drive	2126 Rheem Drive
Pleasanton, CA 94588	Pleasanton, CA 94588
(925) 462-5959 – Office	(925) 462-5959 – Office
(925) 462-5958 – Fax	(925) 462-5958 – Fax
(925) 708-4209 – Cell	(925) 681-8842 – Cell
rglasser@4leafinc.com	mleontiades@4leafinc.com

# 3. Building Inspection Management Services

- Assist the Community Development Department for activities related to ensuring compliance with building standards, including plan check, building inspection, technology, and service delivery. Duties may also include approving plans and specifications; coordinates assigned with activities with other divisions, departments, and outside agencies (including consultants).
- Participate in the development of goals, objectives, policies, and priorities for assigned programs including recommendation of policies and procedures.
- Evaluate and monitor efficiency and effectiveness of service delivery methods and provide recommendations for appropriate service and staffing levels.
- Provide assistance to the Community Development Director for a variety of organizational studies as assigned. These studies may include investigations and operational studies. Other duties include recommendation of modifications to building inspection (may include performing building inspections) and department programs, perform services including policies, technology infrastructure, & procedures (may include counter assistance).



# 2021-2022 FEE SCHEDULE & BASIS OF CHARGES

# For the City of Antioch

NATURE OF SERVICES	COST STRUCTURE
As-Needed Building, Planning,	Plan Review Percentage Cost: 70%
and Fire Services Plan Review	*Fee includes initial review and two (2) rechecks.
	Plan Review Hourly Cost: \$110 Non-Structural Review, \$140 Structural Review
	CASp Review: \$155/hour

# **Fee Structure for Building Personnel**

Building Official	\$145/hour
Senior Combination Building Inspector (Building Inspector III)	\$120/hour
Commercial Building Inspector (Building Inspector II)	\$95/hour
Residential Building Inspector (Building Inspector I)	\$85/hour
Training Building Inspector	\$75/hour
Code Enforcement	\$90/hour
CASp Review/Inspection	\$155/hour
Plans Examiner (Structural)	\$140/hour
Plans Examiner (Non-Structural)	\$110/hour
Senior Permit Technician	\$75/hour
Permit Technician	\$68/hour
Clerk/Administrator	\$60/hour
Public Works Inspector	\$147/hour
Building Inspection Services Manager	\$160/hour
Assistant Building Inspection Services Manager	\$120/hour
Project Inspector / Inspector of Record	\$125/hour
OSHPD/DSA Certified Inspector	\$135/hour
Senior Planner	\$150/hour
Associate Planner	\$120/hour
Off-Site Project Manager	\$160/hour
Principal-in-Charge	\$185/hour
Hourly overtime charge per inspector	1.5 x hourly rate
Mileage (for inspections performed within the City)	IRS Rate + 20%

# **Fee Structure for Fire Personnel**

Project Manager	\$175/hour
Fire Protection Engineer (FPE)	\$155/hour
Fire Plans Examiner	\$110/hour
Fire Inspector	\$105/hour
Hazardous Materials Inspector	\$130/hour
Fire Chief	\$175/hour
Fire Marshal	\$155/hour
Fire Prevention Officer	\$130/hour

### Fee Schedule

# **Basis of Charges**

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for rechecks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 2x the hourly rates listed.
- All plan review services will be subject to 2-hour minimum fee.
- 4LEAF assumes that these rates reflect the 2021-2022 contract period. 3% escalation for 2023 and 2024 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
  - Regular time (work begun after 5AM or before 4PM)..... 1 x hourly rate
  - Nighttime (work begun after 4PM or before 5AM) ........ 1.125 x hourly rate
  - Overtime (over 8 hours M-F or Saturdays) ....... 1.5 x hourly rate
  - Overtime (over 8 hours Sat or 1<sup>st</sup> 8 hours Sun) ....... 2 x hourly rate
  - Overtime (over 8 hours Sun or Holidays) ...... 3 x hourly rate
- Overtime will only be billed with prior authorization of the designated City personnel.
- All work with less than 8 hours' rest between shifts will be charged the appropriate overtime rate.
- Mileage, driven during the course of inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys' fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF's liability will be limited to the value of services provided.



# STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of March 22, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Kevin Scudero, Senior Planner

Teri House, CDBG/Housing Consultant

APPROVED BY:

Forrest Ebbs, Community Development Director / £

SUBJECT:

2021 Annual Housing Element Progress Report, Housing Successor

Annual Report and Progress Report for the General Plan

# RECOMMENDED ACTION

It is recommended that the City Council receive and file the 2021 Annual Housing Element Progress Report, Housing Successor Annual Report, and Progress Report for the General Plan.

#### FISCAL IMPACT

The recommended action has no impact to the General Fund.

# DISCUSSION

Article 10.6. Housing Elements [65580 - 65589.11] of the California Government Code requires that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. All jurisdictions in California are required to prepare and adopt a Housing Element as part of their General Plan. Elements are updated every eight (8) years and are submitted to the California Department of Housing and Community Development ("HCD") for certification. The City Council and HCD have adopted and certified Antioch's Housing Element for the period of 2015-2023. The City of Antioch General Plan and Housing Element are in compliance with State Government Code requirements.

An annual report is required to be prepared for the previous calendar year detailing housing development activity and implementation progress. Detailed reporting forms with related definitions are provided by HCD. Housing Element Annual Progress Reports ("APR") must be submitted to HCD by April 1 of each year.

# Changes to California Housing Element Law

In 2018, the Annual Housing Element Progress Report requirements changed considerably due to the passage of AB 879 (Grayson, Chapter 374, Statutes of 2017). This legislation expands upon existing law that required general law cities to send an annual report to their respective city councils, the state Office of Planning and Research ("OPR") and HCD that includes information related to the implementation of the Housing Element of the General Plan, including:

- The City's progress in meeting its share of Regional Housing Needs Allocation ("RHNA");
- The City's progress in removing governmental constraints to the maintenance, improvement and development of housing; and
- Actions taken by the city toward completion of the programs identified in its housing element and the status of the city's compliance with the deadlines in its housing element.

Under AB 879, all cities including charter cities must submit an annual report by April 1 of each year containing the above information. In addition, cities must also provide the following new information in the annual report:

- The number of housing development applications received in the prior year;
- The number of units included in all development applications in the prior year;
- The number of units approved and disapproved in the prior year;
- A listing of sites rezoned to accommodate that portion of the city's RHNA for each income level that could not be accommodated in its housing element inventory and any additional sites identified under the "no net loss" provisions;
- The net number of new units of housing that have been issued a "completed entitlement," building permit or certificate of occupancy thus far in the housing element cycle (identified by the Assessor's Parcel Number) and the income category that each unit of housing satisfied (distinguishing between rental and forsale units);
- The number of applications submitted under the new processing provided for by Section 65913.4 (enacted by SB 35), the location and number of developments approved pursuant to this new process, the total number of building permits issued pursuant to this new process and total number of units constructed pursuant to this new process; and
- The number of units approved within a Workforce Housing Opportunity Zone.

AB 879 also requires cities to include additional information when they submit their housing element to HCD, including:

 An analysis of governmental constraints that must include local ordinances that "directly impact the cost and supply of residential development"; and  An analysis of nongovernmental constraints that must include requests to develop housing at densities below those anticipated in site inventory and the length of time between receiving approval for housing development and submittal of an application for building permit. The analysis must also include policies to remove nongovernmental constraints.

# RHNA Allocation

For each Housing Element period, the State identifies the total housing need for the San Francisco Bay Area for an eight-year period (the current cycle is 2015-2023). This is based on projections for expected population growth throughout the State. The State then calculates how much of this growth will take place in each region based on the expected number of households and the age and type of housing stock available. This regional distribution of growth is designed to do three things:

- 1) Increase housing supply, affordability and diversity;
- 2) Encourage efficient development to avoid sprawl and minimize greenhouse gas emissions by reducing commute distances; and
- 3) Promote balance between job creation and housing availability.

The Association of Bay Area Governments ("ABAG") and Metropolitan Transportation Commission ("MTC") figure out where this growth will take place and allocate housing targets to each city to match the projections. The amount of housing each city must plan for is called the Regional Housing Needs Allocations ("RHNA"). Once a local government has received its final RHNA, it must revise its Housing Element to show how it plans to accommodate its portion of the region's housing need.

The City of Antioch has a RHNA allocation of 1,448 units of housing. Of these, 349 units are designated affordable to households of very low-income, 205 units affordable to low-income, 214 units affordable to moderate income, and 680 units affordable to above moderate-income households. Affordability is based on income limits determined by the U.S. Department of Housing and Urban Development ("HUD").

# Annual Housing Element Annual Progress Report

The 2021 Annual Housing Element Progress Report is provided as Attachment "A". Table A2 of the report details annual building activity including new construction, entitled, permits and completed units. These units are further enumerated by their affordability by household income, which details units by very low-, low-, moderate- and above moderate-income, and whether the units are deed restricted, and by tenure for renters or ownership.

Table B below details the jurisdiction's progress toward achieving its RHNA allocation. In 2020 the City of Antioch met its RHNA requirements for low income and above moderate-income housing.

Excerpt of 2021 APR Table B

Income Level	RHNA Allocati on by Income			Per	mitted U	nits			Total Units to	Total Remaini ng RHNA by
% of AMI*	Level	2015	2015 2016 2017 2018 2019 2020 2021						Date	Income Level
Very Low 0-50%	349	1	84	2	1	2	91	12	193	156
<b>Low</b> 50-80%	205	0	0	0	1	0	299	19	319	0
Modera te 80- 120%	214	19	1	0	0	12	2	1	35	179
Above Modera te >120%	680	47	42	41	119	279	322	564	1414	0
Total:	<b>1448</b> * AMI stands	<b>67</b> s for Area	<b>127</b> Median	43 Income	121	293	714	596	1961	335

Table C of the report details any sites identified or rezoned to accommodate shortfall housing need. This table is blank because this was not required in 2021 for the City of Antioch.

Table D of the report summarizes the status of the implementation of all of the program goals listed in the Housing Element under the following six goals:

- Goal 1 Conserve and improve the existing housing supply to provide adequate, safe, and decent housing for existing Antioch residents.
- Goal 2 Facilitate the development of a broad array of housing types to accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds.
- Goal 3 Facilitate the development of special purpose housing to meet the needs of the elderly, persons with disabilities, large families, and the homeless.
- Goal 4 Reduce residential energy and water use to conserve energy/water and reduce the cost of housing.
- Goal 5 Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.

 Goal 6 - Provide equal housing opportunities for all existing and future Antioch residents.

Table E of the report lists commercial development bonuses approved with housing. The City did not receive any such applications in 2021.

Table F of the report details units that were rehabilitated, preserved, and acquired for alternative adequate sites during the year. Again, the City did not have any such units.

Table G of the report details locally owned lands included in the housing element site sites inventory that have been sold, leased or otherwise disposed of. The table is blank because the City did not have any properties that met this requirement.

Lastly, Table H of the report lists the locally owned sites that have been designated as surplus property.

# Housing Successor Annual Report

HCD also requires that a Housing Successor Annual Report be submitted annually with the Housing Element Progress Report for city and county Housing Successors to former redevelopment agencies. This report is provided both to HCD and the State Controller's Office.

The purpose of this Report is to provide HCD and the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 ("Dissolution Law").

The 2021 Antioch Housing Successor Annual Report regarding the Low- and Moderate-Income Housing Asset Fund (Attachment "B") has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated April 1, 2022. This Report sets forth certain details of the housing activities of the City of Antioch, successor to the former Antioch Development Agency ("ADA"), during calendar year 2021.

# General Plan Annual Progress Report

Government Code Section 65400 mandates that certain cities and all counties submit an update of the status of the General Plan and progress in its implementation to their legislative bodies, OPR, and HCD by April 1 of each year. Only charter cities are exempt from the requirement to prepare General Plan Annual Progress Reports ("APRs") unless the charter stipulates otherwise (Government Code Section 65700). The purpose of submitting APRs to the State Department of Housing and Community Development ("HCD") and the Office of Planning and Research ("OPR") is to identify statewide trends in land use decision making and how local planning and development activities relate to statewide planning goals and policies. APRs may also identify needed modifications and improvements to OPR's General Plan Guidelines. Lastly, submittal of APRs enables OPR to track progress on a local jurisdiction's comprehensive General Plan update using the information provided in the APR. There is no standardized form or format for

preparation of the General Plan APR. The attached General Plan APR (Attachment "C") is a brief update on General Plan progress and updates in 2021.

# **ATTACHMENTS**

- A. 2021 Housing Element Report
- B. 2021 Housing Successor Agency Report
- C. 2021 General Plan Annual Progress Report

Jurisdiction	Antioch	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

# ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

# Table A

### **Housing Development Applications Submitted**

		Project Identifie	er		Unit Ty	rpes	Date Application Submitted Proposed Units - Affordability by Household Inc.									Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus		Application Status	Notes
		1			2	3	4				5				6	7	8	9	1	)	11	12
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted+ (see instructions)	Very Low- Income Deed Restricted		Low-Income Deed Restricted		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total <u>PROPOSED</u> Units by Project	Total <u>APPROVED</u> Units by projec	Total <u>DISAPPROVED</u> t Units by Project	Was APPLICATION SUBMITTED Pursuant to GC 65913.4(b)? (SB 35 Streamlining)	Was a Density Bonus requested	Was a Density Bonus approved for this housing development?	Please indicate the status of the application.	Notes*
ummary Row: St	tart Data Entry Below	W						0	0	0	0	0	0	440	440		0 0					
	057-010-002	6275 Deer Valley Road	The Ranch Phase 1		SFD	0	7/8/2021							440	440			No	No	N/A	Pending	
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Antioch Reporting Year 2021 (Jan. 1 - Dec. 31) Planning Period 5th Cycle 01/31/2015 - 01/31/2023

# ANNUAL ELEMENT PROGRESS REPORT

# Housing Element Implementation (CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

									Table A2															
		Posto et lete					ng Activity Rep					Completed Unit					A 65			Dellation	<b>.</b>			
		Project Ide	entiner		Unit Ty				Affordability by		comes - Com	pleted Entitlem	ent	_	_		Апога	авінту ву но		mes - Building	Permits		_	_
		1			2	3				4				5	6				7				8	9
Prior APN*	Current APN	Street Address	Project Name <sup>◆</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted		Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement Date Approved	# of Units issued Entitlements	income Deed	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
Summary Row: St	art Data Entry Belo 056490037	DW DW					0	C		0	0	0	341		341	1 0	12		0 19	9 0	1	564		596
	056490037 056490038 068154032 068201045	5460 GALLIER LOOP 5464 GALLIER LOOP 2700 ROOSEVELT LN 210 WORRELL RD #B&C	MERITAGE HOMES OF CALIF .INC. MERITAGE HOMES OF CALIF .INC. HARRELL, KEVIN SANDOVAL, JONATHAN	B1810-0167 B1810-0168 B1712-0060 B1904-0069	SFD SFD SFD 2 to 4	0 0 0									C	0								0 0 0
	052242026 052550041 052550042 052560022 052111024	2800 LILY COURT 4555 BENTON ST 4559 BENTON ST 4540 BENTON ST 2702 VIOLET CT	DENOVA HOMES K HOVANIAN COMPANIES OF CALIFO K HOVANIAN COMPANIES OF CALIFO K HOVANIAN COMPANIES OF CALIFO HERNANDEZ, JUAN CARLOS	B1908-0257	SFD SFD SFD SFD	0 0 0									C C C C								2/11/2021	0 0 0
	066159001	620 B STREET	STOKLEY, PROPERTIES LLC	B2010-0149	ADU	R R									C	0	1		1				1/6/2021	1
	055120062	2402 HOOFTRAIL WAY	VAZQUEZ, NELSON MAURICIO PONC	B2010-0178	ADU	R									C		1						2/3/2021	1
	065152016	1402 WISNER DR	OROZCO, ABIUT C TRE  KUTSURIS, MATTHEW KRISTOPHER	B2011-0227	ADU	R									C		1						2/10/2021 1/14/2021	1
	067241013 076515015	1611 D ST 2102 COLFAX WAY	REYNOSO, FREDY MEZA	B2102-0022	ADU	R									C	0	1						4/8/2021	1
	055410028	1882 BADGER PASS WAY	DELRIOVARGAS, MARIO	B2102-0035	ADU	R R									С	)	1						4/13/2021	1
	056090015	4858 PINEVIEW WAY	CAMP, ALVERT L & REBECCA A	B2103-0343	ADU	R									C		1						4/28/2021	1
	068134002	2308 DIABLO AVE #A	DELACRUZ, ALFREDO C	B2104-0056	ADU	R									C		1						5/5/2021	1
	067302017 067080007	6 RUSSELL DR	SOTO, BRIAN ESPINOZA  PROF, REAL ESTATE INVEST L	B2104-0138 B2104-0319	ADU	R									C	0			1				5/19/2021 6/22/2021	1
	074113009	2100 KENDREE ST	REYNOSO, DAGOBERTO F MEZA	B2104-0331	ADU ADU	R R									C	0			1		1		6/8/2021	1
	067131010	514 W 12TH ST #A	FENOLIO, JEFFREY TRE	B2104-0360	ADU	R									C		1				1		8/26/2021	1
	076082015	2920 VENTURA CT #A	GARCIA, TONY & MA JESUS	B2105-0059	ADU	R									0				1				8/4/2021	1
	076064001 068141028	1214 ST FRANCES DR 2404 SUNSET DR #C	AJANI, AKEEM RISSAS, MAUD	B2105-0096 B2105-0234	ADU	R									C	)			1				5/25/2021 8/9/2021	1
	076662005	1908 JOHNSON DR #A	WONG, WILSON KWOK	B2105-0235	ADU	R									C	)	1						11/4/2021	1
5	076423014	3240 MADRONE ST #A	WONG, SERENA	B2105-0236	ADU	R R									C	0			1				11/4/2021	1
					,.50	.,									C				'					

		Afford	dability by Ho	ousehold Inc	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	I Units		Density B	onus		Notes
	_	_	10		_		11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	V/M*	Assistance Programs for Each Development (may select multiple - see instructions)	Type	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*		Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter		Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	modifications	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
(	14	4 (	5	(	2	346	6/14/2021	367	0	N 0	Y					(		0					
						1 1	6/14/2021 2/3/2021			N N	Y Y												
	1				1	1	11/3/2021	2	2	N N	Y			ADU-Calculated SqFt x Zillow Antioch Rental rate per SF 1/31/2020 \$1.45 plus Utility Allowance based on Housing Authority HUD-52667									
						1	3/31/2021 4/8/2021			N N	Y												
	1					1	6/4/2021 3/15/2021			N N	Y			Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
			1				10/21/2021		1	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
	1						6/11/2021	1		N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental	,								
	1						6/15/2021	1	I	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
	1						3/3/2021	1	I	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
	1						6/3/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
	1						4/13/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
	1						5/5/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
			1				5/19/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
			1				6/22/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
	1						8/9/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021	·								
S								(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021	·								

					A	nnual Buildi	ng Activity Report Summa	Table A2	uction. Entitled.	Permits and Completed Uni	ts										
		Project Ide	ntifier		Unit Ty					comes - Completed Entitlem				Affor	dability by Hous	sehold Incor	nes - Building	Permits			
		1			2	3			4		1	5	6			7				8	9
Prior APN*	Current APN	Street Address	Project Name <sup>◆</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Income No Restricted Deed Restric	n Deed	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted Deed Restricted	Deed	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
	067191011	1502 F ST #C	BUTLER, KEITH	B2106-0085	ADU											4				9/17/2021	4
	065172001	100 E 16TH ST #A	PERRY, JAMES WESLEY	B2106-0223	ADU	R							(			1				9/15/2021	1
	071401002	3505 TABORA DR #A	ZAVALA, ADAN TAPIA	B2106-0352	ADU	R							(	1						12/7/2021	1
	055650025	4156 MATTOLE RD	MOHSIN, SYED T	B2106-0353	ADU	R							(	0		1				9/1/2021	1
	065085008	109 E 13TH ST #A	HERNANDEZ, MARTIN	B2107-0058	ADU	R							(			1				10/28/2021	
	068013008	1923 ACACIA AVE #A	ESPINOSA ARCLLANO, JUAN	B2107-0065	ADU	R							(	0		1				8/2/2021	1
	052540012	4496 GOODE ST	VIOLET ELAM	B2107-0195	ADU	R							C	0		1				10/18/2021	1
	056320046	5541 SUNVIEW WAY #A	NUBLA, MICHAEL	B2107-0301	ADU	R							(			1				12/16/2021	1
	not available 068161060	5354 FRISANCO WAY 55 WORRELL RD #A	LENNAR HOMES OF CALIFORNIA IN SANDOVAL, JESUS	B2108-0162 B2109-0185	SFD	0							(						1	11/19/2021 12/15/2021	1
	065081007	199 BART AVE #A	DURUNNA, ADAEZE E	B2109-0268	ADU	R							(			1				12/17/2021	1
	075510040	5132 CANTRILL CT #A	FANFA, JOSEPH J & CAROL M	B2110-0080	ADU	R							(	0						12/16/2021	1
	074153019	4320 BELLE DR #A	CLARK, JONATHAN S & ANDREA	B2110-0097	ADU	R							(			1				11/3/2021	1
	067333025	3 BRISDALE PL #A	BANGA, PARMINDER	B2110-0201	ADU	R							(	1		-				11/18/2021	1
	068295008 068295009	700 SHADDICK DR 704 SHADDICK DR	SINGH, JASWANT SINGH, JASWANT	B2011-0263 B2011-0264	SFD SFD	0 0							(						1	3/11/2021 3/11/2021	1 1
	068295010 052540044	708 SHADDICK DR 4505 GOODE ST	SINGH, JASWANT K HOVANIAN COMPANIES OF CALIFO		SFD SFD	0							(	0					1 1	3/11/2021 6/14/2021	1
	052540050 057090005	4529 GOODE ST 5328 RAMONA VALLEY LN	K HOVANIAN COMPANIES OF CALIFO BMCH, CALIFORNIA LLC	B2012-0101	SFD SFD	0							(						1 1	6/14/2021 3/8/2021	1 1
	057090006 057080087	5324 RAMONA VALLEY LN 5594 HOWELL MOUNTAIN LN	BMCH, CALIFORNIA LLC  ARROYO, CAP VI LLC	B2012-0102 B2012-0122	SFD SFD	0							(						1 1	3/8/2021 2/10/2021	1
	057080088	5311 ALEXANDER VALLEY LI	N ARROYO, CAP VILLC	B2012-0123	SFD	0							(						1	3/8/2021	1
	057080089 not available	5315 ALEXANDER VALLEY LN 5481 MONTE VISTA WAY	N ARROYO, CAP VI LLC DAVIDON HOMES	B2012-0126 B2012-0237	SFD SFD	0							(		<del>                                     </del>				1	3/8/2021 1/7/2021	1
	not available	5485 MONTE VISTA WAY	DAVIDON HOMES	B2012-0238	SFD	0													1	1/7/2021	1
	051370018 not available	3018 BUTTERNUT ST 5397 MOUNTAIN RIDGE WAY	CEJA, LUIS VALENCIA	B2012-0274 B2012-0286	SFD SFD	0							(						<u>1</u> 1	1/26/2021 1/14/2021	1
	not available	5383 COTTONWOOD TRAIL \		B2012-0290	SFD	0									+ +				1	1/14/2021	1
	052261030	3406 SUNWOOD CT	ROMARCO, #3 LP	B2012-0348	SFD	0													1	1/14/2021	1
	not available not available	5249 TRAVESIO WAY 5241 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2101-0175 B2101-0177	SFD SFD	0							(						1	2/4/2021 2/4/2021	1 1
	not available not available	5250 TRAVESIO WAY 5504 GRAY PINE WAY	DENOVA HOMES DAVIDON HOMES	B2101-0180 B2101-0185	SFD SFD	0													1 1	2/4/2021 2/4/2021	1
	not available	5500 GRAY PINE WAY	DAVIDON HOMES	B2101-0186	SFD	0													1	2/4/2021	1
	not available not available	5496 GRAY PINE WAY 5492 GRAY PINE WAY	DAVIDON HOMES DAVIDON HOMES	B2101-0187 B2101-0188	SFD SFD	0							(						1	2/4/2021 2/4/2021	1
	not available not available	5488 GRAY PINE WAY 5482 GRAY PINE WAY	DAVIDON HOMES DAVIDON HOMES	B2101-0189 B2101-0190	SFD SFD	0							(						1	2/4/2021 2/4/2021	1
	not available	5478 GRAY PINE WAY	DAVIDON HOMES	B2101-0191	SFD	0													1	2/4/2021	1
	not available not available	5496 SUMMIT VIEW WAY 5500 SUMMIT VIEW WAY	DAVIDON HOMES DAVIDON HOMES	B2101-0200 B2101-0201	SFD SFD	0													<u>1</u> 1	2/4/2021 2/4/2021	1
	not available	5504 SUMMIT VIEW WAY	DAVIDON HOMES	B2101-0202	SFD	0													1	2/4/2021	1
	not available 053820019	5508 SUMMIT VIEW WAY 5498 SHELL RIDGE CT	DAVIDON HOMES DAVIDON HOMES	B2101-0203 B2102-0049	SFD SFD	0							(						1	2/4/2021 3/16/2021	1
	not available	5510 SHELL RIDGE CT	DAVIDON HOMES DAVIDON HOMES	B2102-0053	SFD	0													1	3/16/2021	1
	not available not available	5514 SHELL RIDGE CT 5518 SHELL RIDGE CT	DAVIDON HOMES DAVIDON HOMES	B2102-0054 B2102-0055	SFD SFD	0							(		<b>— —</b>				1	3/16/2021 3/16/2021	1
	not available	5522 SHELL RIDGE WAY	DAVIDON HOMES	B2102-0056	SFD	0													1	3/16/2021	1
	not available	5516 SHELL RIDGE WAY	DAVIDON HOMES	B2102-0057	SFD	0													1	3/16/2021	1

The color of the			Afford	lability by Ho	usehold Inco	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed F		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	Units		Density Bo	nus		Notes
Martin				10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
1	Income Deed	Income Non Deed	Deed	Non Deed	Income Deed	Income Non	Moderate-	Occupancy or other forms of readiness (see instructions)	issued Certificates of Occupancy or other forms of	units were Extremely Low	APPROVED using GC 65913.4(b)? (SB 35 Streamlining)		for Each Development (may select multiple -	Type (may select multiple -	financial assistance or deed restrictions, explain how the locality determined the units were affordable	Deed Restriction (years) (if affordable in perpetuity	Demolished/Dest		stroyed Units Owner or	the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross	Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking	concessions, waivers, and modifications (Excluding Parking Waivers or Parking	reduction or waiver of	Notes <sup>*</sup>
Company   Comp									(		N				housing cost per sf + utility cost by bedrooms (HA) compared to Max									
				1				9/15/2021	1		N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max									
									(	)	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max									
									C	)	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
Section of the Control of the Contro									C	)	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
1									C	)	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
Company   Comp									(	)	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
Company   Comp									(	0					bedrooms (HA) compared to Max Income & Rent Limits 2021									
Note									(	)	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
Indicates of National Action (Control of National Action									C	)	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
Note									C	)					bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
															bedrooms (HA) compared to Max Income & Rent Limits 2021 Square footage x Antioch rental									
									(		N N				bedrooms (HA) compared to Max Income & Rent Limits 2021									
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					A	nnual Buildin	ng Activity Rep		Table A2 New Construc	ction, Entitled,	Permits and	Completed Unit	3											
		Project Iden	tifier		Unit T	ypes		Α	ffordability by	Household In	comes - Com	oleted Entitleme	nt				Afford	dability by Ho	usehold Incor	nes - Building	Permits			
		1			2	3				4				5	6				7				8	9
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Catagony	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted		Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
		7901 DEER VALLEY RD	SEAN, MCCAULEY INVESTMENTS	B2103-0057	SFD	0									0							1	4/30/2021	1
	4	5300 RAMONA VALLEY LN 5575 TRINITY LAKES LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2103-0086 B2103-0087	SFD SFD	0									0							1	4/12/2021 4/12/2021	1
		5596 YORK MOUNTAIN LN	ARROYO, CAP VILLC	B2103-0113	SFD SFD	0									0							1	4/12/2021	1
	057013052	5227 CANEVA COURT 5225 CANEVA COURT	DENOVA HOMES DENOVA HOMES	B2103-0179 B2103-0229	SFD	0									0							1	4/23/2021 4/23/2021	1
		5223 CANEVA COURT 5580 HOWELL MOUNTAIN LN	DENOVA HOMES ARROYO CAP VILLO	B2103-0231 B2103-0293	SFD SFD	0									0							1	4/23/2021 4/28/2021	1
	057080018	5579 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2103-0295	SFD	0									0							1	4/28/2021	1
	1	5583 HOWELL MOUNTAIN LN 5318 POTTER VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2103-0296 B2103-0348	SFD SFD	0									0							1	4/28/2021 4/28/2021	1
	057080013	5314 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2103-0349	SFD	0									0							1	4/28/2021	1
		5315 POTTER VALLEY LN 5319 POTTER VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2103-0350 B2103-0351	SFD SFD	0									0							1 1	4/28/2021 4/28/2021	1
	057080014	5310 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2103-0352	SFD	0									0							1	4/28/2021	1
		5302 POTTER VALLEY LN 5311 POTTER VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2103-0354 B2103-0355	SFD SFD	0									0							1	4/28/2021 4/28/2021	1
	057110021	5587 YORK MOUNTAIN LN	ARROYO, CAP VI LLC	B2103-0367	SFD	0									0							1	4/28/2021	1
		5591 YORK MOUNTAIN LN 5595 YORK MOUNTAIN LN	ARROYO, CAP VILLC ARROYO, CAP VILLC	B2103-0368 B2103-0369	SFD SFD	0									0							1	4/28/2021 4/28/2021	1
	057110016	5304 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2104-0120	SFD	0									0							1	5/12/2021	1
	057110018	5300 HAMES VALLEY LN 5575 YORK MOUNTAIN LN	ARROYO, CAP VILLC ARROYO, CAP VILLC	B2104-0122 B2104-0144	SFD SFD	0									0							1	5/12/2021 5/12/2021	1
		5579 YORK MOUNTAIN LN 5308 HAMES VALLEY LN	ARROYO, CAP VILLC ARROYO, CAP VILLC	B2104-0145 B2104-0163	SFD SFD	0									0							1 1	5/12/2021 5/12/2021	1
	057110083	5303 HAMES VALLEY LN 5307 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2104-0165 B2104-0167	SFD SFD	0									0							1	5/12/2021 5/12/2021	1
		5312 HAMES VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2104-0167 B2104-0173	SFD	0									0							1	5/12/2021	1
		5321 SOTTO WAY	DENOVA HOMES	B2104-0174	SFD	0									0							1	5/10/2021	1
		5319 HAMES VALLEY LN 5317 SOTTO WAY	ARROYO, CAP VI LLC DENOVA HOMES	B2104-0176 B2104-0185	SFD SFD	0									0							1	5/12/2021 5/10/2021	1
		5326 SOTTO WAY 5333 SOTTO WAY	DENOVA HOMES DENOVA HOMES	B2104-0189 B2104-0247	SFD SFD	0									0							1	5/10/2021 6/1/2021	1
		5329 SOTTO WAY	DENOVA HOMES	B2104-0247 B2104-0248	SFD	0									0							1	6/1/2021	1
		5325 SOTTO WAY 5309 PROMONTORY WAY	DENOVA HOMES DAVIDON HOMES	B2104-0249 B2104-0271	SFD SFD	0									0							1	6/1/2021 4/29/2021	1
	4	5301 PROMONTORY WAY	DAVIDON HOMES	B2104-0271 B2104-0272	SFD	0									0							1	5/19/2021	1
		5227 PROMONTORY WAY 5223 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2104-0273 B2104-0274	SFD SFD	0									0							1	5/19/2021 5/19/2021	1
		5219 PROMONTORY WAY	DAVIDON HOMES	B2104-0274	SFD	0									0							1	5/19/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2104-0276 B2104-0277	SFD SFD	0									0							1 1	5/19/2021 5/19/2021	1
	not available	5322 PROMONTORY WAY	DAVIDON HOMES	B2104-0278	SFD	0									0							1	5/19/2021	1
		5326 PROMONTORY WAY 5330 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2104-0279 B2104-0280	SFD SFD	0									0							1	5/19/2021 5/19/2021	1
	not available	5334 PROMONTORY WAY	DAVIDON HOMES	B2104-0281	SFD	0									0							1	5/19/2021	1
		5338 PROMONTORY WAY 5324 HAMES VALLEY LN	DAVIDON HOMES ARROYO, CAP VI LLC	B2104-0282 B2105-0036	SFD SFD	0									0							1	5/19/2021 6/2/2021	1
	057110089	5327 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2105-0039	SFD	0									0							1	6/2/2021	1
		5331 HAMES VALLEY LN 5323 POTTER VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2105-0040 B2105-0043	SFD SFD	0									0							1	6/2/2021 6/2/2021	1
	057080116	5327 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2105-0044	SFD	0									0							1	6/2/2021	1
		5349 SOTTO WAY 5345 SOTTO WAY	DENOVA HOMES DENOVA HOMES	B2105-0113 B2105-0114	SFD SFD	0									0							1 1	6/9/2021 6/9/2021	1
	057012013	5337 SOTTO WAY 5350 SOTTO WAY	DENOVA HOMES	B2105-0116	SFD	0									0							1	6/9/2021	1
	057012049 074425007	1715 SPRINGWOOD WAY	DENOVA HOMES	B2105-0119 B2003-0050	ADU	O R									0							'	6/9/2021	0
		5436 DOGNA WAY	DENOVA HOMES	B2105-0121	SFD	0									0							1	6/1/2021	1
		5432 DOGNA WAY 5428 DOGNA WAY	DENOVA HOMES DENOVA HOMES	B2105-0122 B2105-0123	SFD SFD	0									0							1	6/1/2021 6/1/2021	1
	057170016	5424 DOGNA WAY	DENOVA HOMES	B2105-0124	SFD	0									0							1	6/1/2021	1
		5435 SOPRA ST 5431 SOPRA ST	DENOVA HOMES DENOVA HOMES	B2105-0125 B2105-0126	SFD SFD	0									0							1	6/1/2021 6/1/2021	1
		5419 SOPRA ST	DENOVA HOMES	B2105-0132	SFD	0									0							1	6/16/2021	1
	072121014	3424 BLYTHE DR		B2009-0132	ADU	R									0									0
	066222040	811 O ST #B		B2009-0432	ADU	R									0									0
	071043018 057080119	2749 BAUTISTA ST #A 5339 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2010-0285 B2105-0139	ADU SFD	R O									0							1	6/30/2021	0
	057080007	5338 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2105-0140	SFD	0									0							1	6/30/2021	1
		5365 SOTTO WAY 5361 SOTTO WAY	DENOVA HOMES DENOVA HOMES	B2105-0289 B2105-0290	SFD SFD	0									0							1	6/30/2021 6/30/2021	1
		5357 SOTTO WAY	DENOVA HOMES	B2105-0291	SFD	0									0							1	6/30/2021	1

		Afford	lability by Ho	usehold Inc	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed F		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed	Low- Income Non Deed Restricted	Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	Extremely Low	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N⁺	Assistance Programs for Each Development (may select multiple - see instructions)	Type	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Dead Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Dest royed Units	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
									0	N N													
									0	N N													
									0	N N													
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	1						10/14/2021		1	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2020									
									0	N N													
									0	N N													
									0	N N													
									0	N				Square footage x Antioch rental									
	1						5/6/2021		1	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2020 Square footage x Antioch rental									
	1						4/20/2021		1	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2020 Square footage x Antioch rental									
	1						6/24/2021		1	N				housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2020	· [								
									0	N N													
									0	N N													
									U	N											1		

					Aı	nnual Buildir	ng Activity Re	port Summary -	Table A2 New Construc	ction, Entitled,	Permits and C	Completed Units	3											
		Project Ident	tifier		Unit Ty	/pes		A	ffordability by	Household In	comes - Comp	leted Entitleme	nt				Afford	ability by Hou	sehold Incon	nes - Building	Permits			
		1			2	3				4				5	6				7				8	9
Prior APN*	Current APN	Street Address	Project Name <sup>*</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			DENOVA HOMES DENOVA HOMES	B2105-0292 B2105-0294	SFD SFD	0									0							1	6/30/2021 6/30/2021	1
			DENOVA HOMES ARROYO, CAP VI LLC	B2105-0295 B2106-0026	SFD SFD	0									C							1	6/30/2021 6/30/2021	1
	057110091	5335 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2106-0029	SFD	0									C							1	6/30/2021	1
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2106-0034 B2106-0035	SFD SFD	0									0							1	6/28/2021 6/28/2021	1
				B2106-0036	SFD SFD	0									C							1	6/28/2021	1
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2106-0038 B2106-0039	SFD	0									C	)						1	6/28/2021 6/28/2021	1
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2106-0093 B2106-0095	SFD SFD	0									0							1	6/28/2021 6/28/2021	1
	not available	5343 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN	B2106-0100	SFD	0									C							1	6/28/2021	1
			DENOVA HOMES DENOVA HOMES	B2106-0110 B2106-0150	SFD SFD	0									0	)						<u> </u>	7/20/2021 7/20/2021	1
			DENOVA HOMES ARROYO, CAP VI LLC	B2106-0151 B2106-0245	SFD SFD	0									0							1	7/20/2021 8/26/2021	1
	057110003	5356 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2106-0246	SFD	0									C							1	8/26/2021	1
			ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2106-0247 B2106-0248	SFD SFD	0									C							1	8/26/2021 8/26/2021	1
	057110093	5343 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2106-0249	SFD SFD	0									C							1	8/26/2021	1
		5351 HAMES VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2106-0250 B2106-0251	SFD	0									C	)						1	8/26/2021 8/26/2021	1
			ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2106-0252 B2106-0253	SFD SFD	0									0							1 1	8/26/2021 8/26/2021	1
	not available	5333 PROMONTORY WAY	DAVIDON HOMES	B2106-0375	SFD	0									C							1	10/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0376 B2106-0378	SFD SFD	0									C							1	10/5/2021 10/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0380 B2106-0381	SFD SFD	0									0							1	10/5/2021 10/5/2021	1
	not available	5346 PROMONTORY WAY	DAVIDON HOMES	B2106-0382	SFD	0									C							1	10/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0383 B2106-0384	SFD SFD	0									0	0						1 1	10/5/2021 10/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0385 B2106-0386	SFD SFD	0									C							1	10/5/2021 10/5/2021	1
	not available	5507 CANYON RIDGE WAY	DAVIDON HOMES	B2106-0387	SFD	0									C	)						1	8/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0388 B2106-0389	SFD SFD	0									C							1 1	8/5/2021 8/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0390 B2106-0391	SFD	0									C							1	8/5/2021 8/5/2021	1
	not available	5487 CANYON RIDGE WAY	DAVIDON HOMES	B2106-0392	SFD SFD	0									0	)						1	8/5/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2106-0393 B2106-0395	SFD SFD	0									C							1	8/5/2021 8/5/2021	1
	not available	5481 SIERRA TRAIL WAY	DAVIDON HOMES	B2106-0396	SFD	0									C							1	8/5/2021	1
	not available	5473 SIERRA TRAIL WAY	DAVIDON HOMES DAVIDON HOMES	B2106-0397 B2106-0398	SFD SFD	0									C	)						1	8/5/2021 8/5/2021	1
			DAVIDON HOMES DENOVA HOMES	B2106-0399 B2106-0406	SFD SFD	0									0							1	8/5/2021 8/24/2021	1
	057080004	5350 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2106-0409	SFD	0									C							1	8/26/2021	1
	057080100	5343 ALEXANDER VALLEY LN 5344 ALEXANDER VALLEY LN		B2106-0410 B2106-0411	SFD SFD	0									0	)						1	8/26/2021 8/26/2021	1
			ARROYO, CAP VI LLC LENNAR HOMES OF CALIFORNIA IN	B2106-0412 B2106-0413	SFD SFD	0									0		<u> </u>	<u> </u>				1	8/26/2021 8/27/2021	1
	057140056	5370 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN	B2106-0418	SFD	0									0							1	8/27/2021	1
		5361 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2106-0422	SFD SFD	0										)						1	8/27/2021 8/27/2021	1
	not available		LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0									0							1	8/27/2021 9/29/2021	1
	not available	5351 ALEXANDER VALLEY LN	CENTURY COMMUNITIES	B2108-0025	SFD	0																1	9/29/2021	1
		5355 ALEXANDER VALLEY LN 5362 POTTER VALLEY LN	CENTURY COMMUNITIES CENTURY COMMUNITIES	B2108-0026 B2108-0027	SFD SFD	0									C							1	9/29/2021 9/29/2021	1
	057090080	5580 TRINITY LAKES LN	COMMUNITIES, CAP VI LLC COMMUNITIES, CENTURY	B2108-0029 B2108-0030	SFD SFD	0									0							1	9/29/2021 9/29/2021	1
	057090082	5588 TRINITY LAKES LN	COMMUNITIES, CENTURY	B2108-0031	SFD	0									0	)						1	9/29/2021	1
			COMMUNITIES, CENTURY COMMUNITIES, CENTURY	B2108-0032 B2108-0033	SFD SFD	0									0							1	9/29/2021 9/29/2021	1
	057090016	5587 TRINITY LAKES LN	COMMUNITIES, CENTURY	B2108-0034	SFD	0									C							1	9/29/2021	1
	not available	5340 TRIMONTI CIRCLE	COMMUNITIES, CENTURY LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0									0	)						1	9/29/2021 9/28/2021	1
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0									0							1	9/28/2021 9/28/2021	1
	not available	5356 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN	B2108-0108	SFD	0									0							1	9/28/2021	1
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0									0							1	9/28/2021 9/28/2021	1
	not available	5326 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2108-0155	SFD	0									0							1	11/19/2021 11/19/2021	1
	not available	5334 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN	B2108-0157	SFD SFD	0									C							1	11/19/2021	1
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0									0							1	11/19/2021 11/19/2021	1 1
	055460003	5400 MOJAVE WAY	GREENHOUSE, JOHN	B2005-0153	SFD	0									C									0

		Afford	ability by Ho	usehold Inco	mes - Certifica	ites of Occupa	ncy			Streamlining	Infill	Housing with Fina and/or Deed F	ncial Assistance Restrictions	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demoli	shed/Destroyed	Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deca		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	Certificates of	Extremely Low	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N⁺	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Dest royed Units	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	modifications	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes <sup>*</sup>
								0		N N													
								0		N N													
								C		N N													
								0	0	N N													
								0	)	N N													
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6						1	11/4/2021	0		N N N													

								Table A2															
					Aı	nnual Buildi	ng Activity Report Summary -	New Constructi	ion, Entitled,	, Permits and	Completed Uni	ts											
		Project Iden	tifier		Unit Ty	ypes	A	Affordability by F	Household In	ncomes - Com	pleted Entitlem	ent				Affordabi	ility by Hous	sehold Incor	nes - Building	Permits			
		1			2	3			4				5	6				7				8	9
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Income Non Restricted Deed Restricted	Deed	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Income Non	ow- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
	055460003	5402 MOJAVE WAY	GREENHOUSE, JOHN	B2005-0153	ADU	R								0									
	not available not available		LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2108-0160 B2108-0161	SFD SFD	0								0							1 1	11/19/2021 11/19/2021	
	not available	5353 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN	B2108-0163	SFD	0								0							1	11/19/2021	
				B2108-0164 B2108-0165	SFD SFD	0								0							1 1	11/19/2021 11/19/2021	
	not available	5341 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN	B2108-0166	SFD	0								0							1	11/19/2021	
				B2108-0167 B2108-0168	SFD SFD	0								0							1	11/19/2021 11/19/2021	
	not available	5329 FRISANCO WAY		B2108-0168 B2108-0169	SFD	0								0							1	11/19/2021	
	not available	5325 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN	B2108-0170	SFD	0								0							1	11/19/2021	
		3038 HICKORYNUT ST 3042 HICKORYNUT ST		B2108-0186 B2108-0187	SFD SFD	0								0		<del>                                     </del>					1 1	9/30/2021 9/30/2021	
	052540002	4524 GOODE ST	BROOKFIELD, HOLDINGS LLC	B2108-0239	SFD	0								0							1	11/15/2021	
	052540003 052540004	4520 GOODE ST 4516 GOODE ST		B2108-0241 B2108-0242	SFD SFD	0								0							1 1	10/18/2021 10/18/2021	
	052540046	4513 GOODE ST	BROOKFIELD, HOLDINGS LLC	B2108-0243	SFD	0								0							1	10/18/2021	
		4517 GOODE ST	· ·	B2108-0244	SFD	0								0							11	10/18/2021	
	057090046	5301 MCDOWELL VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0223	SFD	0								0									
	057090047	5305 MCDOWELL VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0224	SFD	0								0									
	057090071 057090072	5590 CHALK HILL LN 5594 CHALK HILL LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B1909-0227 B1909-0228	SFD SFD	0								0									
	057090072	5332 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B1909-0228 B1909-0257	SFD	0								0									
	057110076 057110077	5328 KNIGHTS VALLEY LN 5324 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B1909-0258	SFD SFD	0								0									
	057110077	5336 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B1909-0259 B1910-0226	SFD	0								0									
	052540007	4508 GOODE CT	K HOVANIAN COMPANIES OF CALIFO	B1911-0019	SFD	0								0									
	056310062	5436 PREWETT RANCH DR	ALBERT D SEENO CONST CO	B2001-0048	SFD	0								0									
	056310063 056310064	5440 PREWETT RANCH DR 5444 PREWETT RANCH DR	ALBERT D SEENO CONST CO ALBERT D SEENO CONST CO	B2001-0049 B2001-0050	SFD SFD	0								0									
	000010001	OTTITIENE TO TO WOTE DIX	ALBERT B SELING SOMET SS	52001 0000	0.5	ŭ								0									
														0									
	052560025	4528 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0226	SFD	0								0									
	052560026	4524 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0227	SFD	0								0									
	052540035	4520 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0228	SFD	0								0									
	052540036	4516 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2001-0229	SFD	0								0									
	052550038	4543 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0123	SFD	0								0									
	052550039	4547 BENTON ST	K HOVANIAN COMPANIES OF CALIFO		SFD	0								0									
	+	<del> </del>												0									
	052550040	4551 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0125	SFD	0								0									
	052560023	4536 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0126	SFD	0								0									
	052560024	4532 BENTON ST	K HOVANIAN COMPANIES OF CALIFO	B2002-0127	SFD	0								0									
	056310061	5432 PREWETT RANCH DR	WEST, COAST HOME BUILDERS	B2002-0202	SFD	0								0									
	056310065 056310066	5448 PREWETT RANCH DR 5468 PREWETT RANCH DR	WEST, COAST HOME BUILDERS WEST, COAST HOME BUILDERS	B2002-0203 B2002-0204	SFD SFD	0								0									
	056310067	5472 PREWETT RANCH DR	WEST, COAST HOME BUILDERS	B2002-0205	SFD	0								0									
	056310083 056310084	5436 CHAMBERLAIN ST 5432 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS WEST, COAST HOME BUILDERS	B2002-0212 B2002-0213	SFD SFD	0								0									
	056310085	5429 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS	B2002-0214	SFD	0								0									
	056310086 056310087	5433 CHAMBERLAIN ST 5437 CHAMBERLAIN ST	WEST, COAST HOME BUILDERS WEST, COAST HOME BUILDERS	B2002-0215 B2002-0216	SFD SFD	0								0									
	052540016	4480 GOODE ST	K HOVANIAN COMPANIES OF CALIFO		SFD	0								0									
	052540017	4476 GOODE ST	K HOVANIAN COMPANIES OF CALIFO		SFD	0								0									
														0									
	052540032	4493 GOODE ST	K HOVANIAN COMPANIES OF CALIFO		SFD	0								0									
	052540038	4508 BITTER ST	K HOVANIAN COMPANIES OF CALIFO	B2004-0011	SFD	0								0									
	053800023	5404 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0039	SFD	0								0									
	053800024	5408 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0040	SFD	0								0									
	053800025	5412 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0041	SFD	0								0									
	053800026	5416 COTTONWOOD TRAIL	DAVIDON, HOMES	B2004-0042	SFD	0								0									
	053800027	WAY 5420 COTTONWOOD TRAIL												0									
		WAY 5419 COTTONWOOD TRAIL	DAVIDON, HOMES	B2004-0043	SFD	0								0									
	053800028	WAY  5411 COTTONWOOD TRAIL	DAVIDON, HOMES	B2004-0044	SFD	0								0									
	053800030	I SALLUULIONVVOOD IRAII	DAVIDON, HOMES	B2004-0046	SFD	0																	

		Afford	ability by Ho	usehold Inco	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	I Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Demolished/Dest	Demolished or Destroyed Units			Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
	1						11/4/2021		1	N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2020									
										N N				Indome & None Elimis 2020									
									0	N													
									0	N N													
								(	0	N N													
										N N													
								(	0	N N													
								(		N N													
										N N													
										N													
						1	6/7/2021		1	N N													
						1	6/3/2021		1	N													
						1	6/8/2021 6/11/2021		1	N N													
						1 1	3/25/2021 3/29/2021		1	N N													
						1	3/31/2021		1	N													
						1	3/18/2021 3/24/2021		1	N N		+											
						1	4/13/2021		1	N													
						1	4/9/2021 4/16/2021		1	N N													
									0														
						1	5/25/2021		1	N													
						1	6/4/2021		1	N													
						1	5/25/2021		1	N													
						1	5/25/2021			N													
						1	6/4/2021			N N													
						1	3/31/2021 - 5/25/2021		1	N N		+											
						1	4/14/2021		1	N N													
						1	6/4/2021		1	N N													
						1	7/28/2021 5/18/2021		1	N		1											
						1	5/21/2021		1	N N													
						1	5/18/2021 2/16/2021		1	N N													
						1	2/4/2021 2/19/2021		1	N N													
						1	2/16/2021 2/25/2021		1	N N													
						1	3/24/2021		1	N													
						1	1/27/2021		1	N													
						1	1/27/2021		1	N													
						1	3/24/2021		1	N		1											
						1	2/10/2021		1	N													
						1	2/10/2021		1	N													
						1	2/23/2021			N													
<b>—</b>						1	2/23/2021			N N													
						1	2/23/2021		1	N N		+										+	
						1	1/13/2021		1	N N													
						<u>'</u>	]			.,													

					A	nnual Buildi	ng Activity Rep		Table A2 New Construc	ction, Entitled,	Permits and	Completed Unit	s											
		Project Ident	ifier		Unit T	ypes		А	ffordability by	Household In	comes - Com	pleted Entitlem	ent				Afforda	ability by Hou	sehold Incor	mes - Building	Permits			
		1			2	3				4				5	6				7				8	9
Prior APN*	Current APN	Street Address	Project Name <sup>*</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
	053800031	5407 COTTONWOOD TRAIL WAY	DAVIDON, HOMES	B2004-0047	SFD	0									0									0
	057-050-024	south of future extension of Sand Creek Road and east of futres Hillcrest Ave. extension	Creekside Vineyards at Sand Creek by GBN Partners	GP-19-06	SFD	0							220	3/23/2021	220									0
	057-022-013	6100 Deer Valley Road	Deer Valley Estates by Blue Mountain Communities	PD-19-03	SFD	0							121	8/10/2021	121									0
															0									0
	053800005	5425 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0308	SFD	0									0									0
	053800006	5421 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0309	SFD	0									0									0
	053800007	5417 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0310	SFD	0									0									0
	053800008	5413 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0311	SFD	0									0									0
	053800009	5409 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0312	SFD	0																		0
	053800010	5405 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0313	SFD	0									0									0
	053800011	5401 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0314	SFD	0									0									0
	053800038	5402 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0315	SFD	0									0									0
	053800039	5406 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0316	SFD	0									0									0
	053800040	5410 MOUNTAIN RIDGE WAY	DAVIDON, HOMES	B2007-0317	SFD	0									0									0
	053800041	5414 TRAILHEAD CT	DAVIDON, HOMES	B2007-0318	SFD	0									0									0
	053800042 053800043	5416 TRAILHEAD CT 5418 TRAILHEAD CT	DAVIDON, HOMES DAVIDON, HOMES	B2007-0319 B2007-0320	SFD SFD	0									0									0
	053800044 053800045	5420 TRAILHEAD CT 5424 TRAILHEAD CT	DAVIDON, HOMES DAVIDON, HOMES	B2007-0321 B2007-0322	SFD SFD	0									0									0
	056490009	5437 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2008-0122	SFD	0									0									0
	056490010 056490029	5441 PREWETT RANCH DR 5428 GALLIER LOOP	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2008-0123 B2008-0124	SFD SFD	0									0									0
	056490030 056490031	5432 GALLIER LOOP 5436 GALLIER LOOP	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2008-0125 B2008-0126	SFD SFD	0									0									0
	056490032 056490033	5440 GALLIER LOOP 5444 GALLIER LOOP	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2008-0127 B2008-0128	SFD SFD	0									0									0
	056490034	5448 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2008-0129	SFD	0									0									0
	057120062 057120063	5232 TRIMONTI CIRCLE 5236 TRIMONTI CIRCLE	DENOVA HOMES DENOVA HOMES	B2008-0147 B2008-0148	SFD SFD	0									0									0
	057-130-023 057-130-024	5240 TRIMONTI CIR 5244 TRIMONTI CIRCLE	DENOVA HOMES DENOVA HOMES	B2008-0149 B2008-0150	SFD SFD	0									0									0
	057-130-025 057-130-026	5248 TRIMONTI CIRCLE 5252 TRIMONTI CIRCLE	DENOVA HOMES DENOVA HOMES	B2008-0151 B2008-0152	SFD SFD	0									0									0
	037-130-020	5252 TRIMONTI CIRCLE	DENOVA HOMES	B2000-0132	SFD	0									0									0
															0	)								0
															0									0
	not available	5541 SUMMIT VIEW WAY	DAVIDON HOMES	B2008-0218	SFD	0									0									0
	not available	5537 SUMMIT VIEW WAY	DAVIDON HOMES	B2008-0219	SFD	0									0	)								0
	057080063	5319 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0020	SFD	0									0									0
	057080064 057080065	5323 BENNETT VALLEY LN 5327 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0021 B2009-0022	SFD SFD	0									0									0
	057080066	5331 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0023	SFD	0									0									0
	057080067 057080078	5335 BENNETT VALLEY LN 5336 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0024 B2009-0025	SFD SFD	0									0	)								0
	057080079 057080080	5332 BENNETT VALLEY LN 5328 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0026 B2009-0027	SFD SFD	0									0									0
	057080081	5324 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0028	SFD	0									0									0
	057080082 057080083	5320 BENNETT VALLEY LN 5316 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0029 B2009-0030	SFD SFD	0									0									0
	057080084	5312 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0031	SFD	0									0									0
		5615 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0124	SFD	0									0									0
		5619 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0125	SFD	0									0									0
	057080029	5623 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0126	SFD	0									0									0
	057080058	5616 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0127	SFD	0									0									0
	057080059	5612 HOWELL MOUNTAIN LN	BENCHMARK COMMUNITIES LLC	B2009-0128	SFD	0									0									0
	057080060 057080061	5608 HOWELL MOUNTAIN LN 5311 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0129 B2009-0130	SFD SFD	0									0									0
	057080062	5315 BENNETT VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0131	SFD	0									0									0
	057-130-032 057-130-033	5241 TRIMONTI CIRCLE 5237 TRIMONTI CIRCLE	DENOVA HOMES DENOVA HOMES	B2009-0158 B2009-0159	SFD SFD	0									0									0
	100 000	III			, 0.5									_						-				0

		Afford	ability by Ho	usehold Inco	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed F		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	Extremely Low	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*		Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Dest royed Units	Demolished or	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	modifications	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes <sup>+</sup>
						1	1/26/2021			N													
								(	)	N													
								(	)	N													
								(															
						1	4/8/2021			N													
						1	3/30/2021		1	N													
						1	4/8/2021			N													
						1	3/30/2021			N N													
		-				1	4/21/2021 - 4/21/2021			N N													
						1	5/6/2021			N													
						1	6/9/2021			N													
						1	6/9/2021			N													
						1	6/9/2021 5/26/2021			N N													
						1 1	5/26/2021 5/26/2021 5/13/2021			N N													
						1	5/13/2021 5/6/2021			N N													
						1 1	3/19/2021 3/24/2021			N N													
						1	2/18/2021 3/30/2021			N N													
						1	2/26/2021 3/1/2021			N N													
						1	4/13/2021 3/11/2021			N N													
						1	3/29/2021 3/29/2021			N N													
						1	4/7/2021 4/7/2021			N N													
						1	4/7/2021 4/7/2021			N N													
								(	0														
								(															
						1	5/3/2021			N N													
						1	5/3/2021	(	)	N													
						1	3/18/2021 3/16/2021			N N													
						1 1	3/25/2021 3/29/2021			N N													
						1 1	4/1/2021 4/6/2021			N N													
						1 1	4/8/2021 3/25/2021			N N													
						1 1	3/25/2021 3/17/2021			N N													
		-				1 1	3/16/2021 3/19/2021			N N													
						1	3/4/2021			N													
						1	2/18/2021			N													
		-				1	2/22/2021			N													
		-				1	3/1/2021 2/25/2021			N N													
		1			1	<u>'</u>	3/4/2021							Used HCD affordability calculator									
					1	1	3/4/2021			N N				with actual sales price.									
W						1 1	3/11/2021 3/11/2021 4/22/2021			N N													
						1	4/16/2021			N													

								Table A2															
					A	nnual Buildi	ng Activity Report Summary -	New Construc	tion, Entitled	, Permits and	Completed Uni	ts											
		Project Iden	tifier		Unit T	ypes	A	Affordability by	Household In	ncomes - Com	pleted Entitlem	ent				Afforda	ability by Hou	usehold Inco	omes - Building	Permits			
		1		ı	2	3			4				5	6				7				8	9
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Income Non Restricted Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
	057-130-034 057-130-037	5233 TRIMONTI CIRCLE	DENOVA HOMES	B2009-0160	SFD	0								(									0
	057-130-037	5241 MEDEA WAY 5237 MEDEA WAY	DENOVA HOMES DENOVA HOMES	B2009-0161 B2009-0162	SFD SFD	0								(	)								0
	057110025 057110026	5601 YORK MOUNTAIN LN 5605 YORK MOUNTAIN LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0235 B2009-0236	SFD SFD	0								(									0
	057110027	5301 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0237	SFD	0								(									0
	057110028 057110029	5305 REDWOOD VALLEY LN 5309 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0238 B2009-0239	SFD SFD	0																	0
	057110030	5313 REDWOOD VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0240	SFD	0								(									0
	057110065 057110066	5341 KNIGHTS VALLEY LN 5345 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0241 B2009-0242	SFD SFD	0																	0
	056490035 056490042	5452 GALLIER LOOP 5427 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2009-0327 B2009-0328	SFD SFD	0								(									0
	056490043	5423 GALLIER LOOP	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2009-0329	SFD	0																	0
	056490044 056490011	5419 GALLIER LOOP 5445 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2009-0330 B2009-0333	SFD SFD	0								(									0
	056490012	5449 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC	B2009-0334	SFD	0								(									0
	056490013 056490014	5453 PREWETT RANCH DR 5457 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2009-0335 B2009-0336	SFD SFD	0																	0
	056490015 056490016	5461 PREWETT RANCH DR 5465 PREWETT RANCH DR	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2009-0337 B2009-0338	SFD SFD	0								(									0
	056490017	5469 PREWETT RANCH DR	MERITAGE, HOMES OF CAINC	B2009-0339	SFD	0																	0
	056490018 057110060	5399 ALVAR LOOP 5321 KNIGHTS VALLEY LN	MERITAGE, HOMES OF CA INC BENCHMARK COMMUNITIES LLC	B2009-0340 B2009-0420	SFD SFD	0								(									0
	057110061	5325 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0421	SFD	0																	0
	057110062 057110063	5329 KNIGHTS VALLEY LN 5333 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0422 B2009-0423	SFD SFD	0								(									0
	057110064	5337 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC	B2009-0424	SFD	0								(									0
	057110072 057110073	5344 KNIGHTS VALLEY LN 5340 KNIGHTS VALLEY LN	BENCHMARK COMMUNITIES LLC BENCHMARK COMMUNITIES LLC	B2009-0425 B2009-0426	SFD SFD	0																	0
	057090048	5309 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0012	SFD	0																	0
	057090049	5313 MCDOWELL VALLEY LN	ARROYO, CAP VILLC	B2010-0013	SFD	0								(									0
	057090050	5317 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0014	SFD	0								(									0
	057090051 057090052	5321 MCDOWELL VALLEY LN 5325 MCDOWELL VALLEY LN	ARROYO, CAP VILLC  ARROYO, CAP VILLC	B2010-0015 B2010-0016	SFD SFD	0								(	0								0
	057090053	5329 MCDOWELL VALLEY LN	ARROYO, CAP VILLC	B2010-0017	SFD	0																	0
	057090054	5333 MCDOWELL VALLEY LN	ARROYO, CAP VILLC	B2010-0018	SFD	0																	0
	057090055	5337 MCDOWELL VALLEY LN	ARROYO, CAP VI LLC	B2010-0019	SFD	0								(									0
	057110078	5320 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0189	SFD	0																	0
	057080041 057080050	5341 CAPAY VALLEY LN 5336 CAPAY VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2010-0198 B2010-0205	SFD SFD	0								(									0
	057080068	5339 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0206	SFD	0								(									0
	057080069 057080070	5343 BENNETT VALLEY LN 5347 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC ARROYO, CAP VI LLC	B2010-0207 B2010-0208	SFD SFD	0																	0
	057080071 057080072	5351 BENNETT VALLEY LN 5355 BENNETT VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2010-0209 B2010-0210	SFD SFD	0								(									0
	057080073	5356 BENNETT VALLEY LN	ARROYO, CAP VI LLC	B2010-0211	SFD	0								(									0
	057080074 057080075	5352 BENNETT VALLEY LN 5348 BENNETT VALLEY LN	ARROYO, CAP VI LLC BMCH, CALIFORNIA LLC	B2010-0212 B2010-0213	SFD SFD	0																	0
	057080076 057080077	5344 BENNETT VALLEY LN 5340 BENNETT VALLEY LN	BMCH, CALIFORNIA LLC	B2010-0227	SFD SFD	0								(									0
	056490036	5456 GALLIER LOOP	BMCH, CALIFORNIA LLC MERITAGE, HOMES OF CA INC	B2010-0228 B2011-0004	SFD	0																	0
	056490041 056490048	5431 GALLIER LOOP 5488 DAUPHINE PL	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2011-0005 B2011-0006	SFD SFD	0								(									0
	056490049	5492 DAUPHINE PL	MERITAGE, HOMES OF CA INC	B2011-0007	SFD	0								(									0
	057110058 057110059	5313 KNIGHTS VALLEY LN 5317 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC BMCH, CALIFORNIA LLC	B2011-0067 B2011-0068	SFD SFD	0																	0
	057110079	5316 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2011-0069	SFD	0								(									0
	057110080	5312 KNIGHTS VALLEY LN	BMCH, CALIFORNIA LLC	B2011-0070	SFD	0																	0
	053-800-018	5384 COTTONWOOD TRAIL	DAVIDON HOMES	B2011-0125	SFD	0								(									0
	053-800-019	5388 COTTONWOOD TRAIL	DAVIDON HOMES	B2011-0127	SFD	0																	0
	053-800-019	WAY 5392 COTTONWOOD TRAIL	DAVIDON HOMES  DAVIDON HOMES	B2011-0127 B2011-0128	SFD	0								(									0
		WAY 5396 COTTONWOOD TRAIL												(									0
	053-800-021	WAY 5400 COTTONWOOD TRAIL	DAVIDON HOMES	B2011-0129	SFD	0								(									0
	053-800-022	WAY 5403 COTTONWOOD TRAIL	DAVIDON HOMES	B2011-0131	SFD	0								(									0
	053-800-032	WAY 5399 COTTONWOOD TRAIL	DAVIDON HOMES	B2011-0132	SFD	0								(									0
	053-800-033	WAY	DAVIDON HOMES	B2011-0135	SFD	0								(									0

		Afford	dability by Ho	usehold Inco	omes - Certifica	ites of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed F		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	l Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed	Low- Income Non Deed Restricted	Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	Extremely Low	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N⁺		Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Dest royed Units	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	modifications	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes⁺
						1	4/16/2021 4/16/2021		1	N N													
						1	4/22/2021 3/5/2021		1	N N													
						1	3/5/2021 2/18/2021		1	N N													
						1	2/25/2021 3/1/2021		1	N N													
						1	2/18/2021 3/10/2021		1	N N													
						1	3/10/2021 5/21/2021		1	N N													
						1	5/21/2021 5/7/2021 5/7/2021		1	N													
						1	5/12/2021		1	N N													
						1	3/31/2021 3/31/2021		1	N N													
						1	4/1/2021 4/5/2021		1	N N													
						1	4/16/2021 4/16/2021		1	N N													
						1	4/19/2021 5/12/2021		1	N N													
						1	4/9/2021 3/31/2021		1	N N													
						1	4/6/2021 3/24/2021		1	N N													
						1	3/10/2021 3/16/2021		1	N N													
						1	3/19/2021 5/26/2021		1	N N													·
						1	5/26/2021		1	N													
						1	5/26/2021		1	N													
						1	5/18/2021		1	N													
						1	5/17/2021		1	N													
						1	5/11/2021		1	N													
						1	5/12/2021		1	N													
						1	5/5/2021		1	N													
						1	4/12/2021		1	N													
						1	5/17/2021 5/24/2021		1	N N													
						1	4/21/2021 5/3/2021		1	N N													
						1	4/26/2021 5/13/2021		1	N N													
						1	5/25/2021 5/25/2021		1	N N													
						1	5/14/2021 5/11/2021		1	N N													
						1	5/3/2021 5/5/2021		1	N N													
						1	6/8/2021 6/1/2021		1	N N													
						1	7/7/2021 6/28/2021		1	N N													
						1	4/16/2021 4/26/2021		1	N N													
						1	4/16/2021 5/5/2021		1	N N													
									0														,
						1	8/24/2021		1	N													
						1	8/24/2021		1	N													
						1	8/10/2021		1	N													
						1	8/10/2021		1	N													
						1	7/29/2021		1	N													
<b>5</b>						1	7/15/2021		1	N													
						1	7/19/2021		1	N													

								Table A2															
		Project Ident	tifior				ng Activity Report Summary				-					Afforda	ability by Hou	sehold Inco	mas - Buildin	. Parmite			
Project Identifier				Unit Types			Affordability by Household Incomes - Completed Entitlement  4 5							Affordability by Household Incomes - Building Permits  6 7 8								9	
					2	3			-				3	•				,				٥	3
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Income Non Restricted Deed Restricted		Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- I Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted		Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
	053-800-034	5395 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0137	SFD	0																	
	053-800-035	5391 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0139	SFD	0								(									
	053-800-036	5387 COTTONWOOD TRAIL WAY	DAVIDON HOMES	B2011-0141	SFD	0								(									
	not available not available	5512 SUMMIT VIEW WAY 5516 SUMMIT VIEW WAY	DAVIDON HOMES DAVIDON HOMES	B2011-0146 B2011-0149	SFD SFD	0								(									
	not available not available	5520 SUMMIT VIEW WAY 5517 RIDGEPOINT WAY	DAVIDON HOMES DAVIDON HOMES	B2011-0151 B2011-0152	SFD SFD	0								(									
	not available not available	5513 RIDGEPOINT WAY 5509 MONTE VISTA WAY	DAVIDON HOMES DAVIDON HOMES	B2011-0154 B2011-0155	SFD SFD	0								(									
	not available	5505 MONTE VISTA WAY	DAVIDON HOMES	B2011-0156	SFD	0								(									
	not available not available	5501 RIDGEPOINT WAY 5497 MONTE VISTA WAY	DAVIDON HOMES  DAVIDON HOMES	B2011-0158 B2011-0160	SFD SFD	0																	
	not available not available	5510 MONTE VISTA WAY 5506 MONTE VISTA WAY	DAVIDON HOMES DAVIDON HOMES	B2011-0162 B2011-0163	SFD SFD	0								(									
	not available 057080024	5502 MONTE VISTA WAY 5603 HOWELL MOUNTAIN LN	DAVIDON HOMES  ARROYO, CAP VI LLC	B2011-0166 B2011-0193	SFD SFD	0								(									
	057080024	5607 HOWELL MOUNTAIN LN	ARROYO, CAP VILLC	B2011-0193	SFD	0								(									
	057080026	5611 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2011-0195	SFD	0																	
	057080046 057080047	5352 CAPAY VALLEY LN 5348 CAPAY VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2011-0196 B2011-0197	SFD SFD	0								(									
	057080048	5344 CAPAY VALLEY LN	ARROYO, CAP VI LLC	B2011-0198	SFD	0								(									
	057080049 057080085	5340 CAPAY VALLEY LN 5602 HOWELL MOUNTAIN LN	ARROYO, CAP VILLC ARROYO, CAP VILLC	B2011-0199 B2011-0200	SFD SFD	0								(	0								
	057090069 057090070	5578 CHALK HILL LN 5586 CHALK HILL LN	BMCH, CALIFORNIA LLC BMCH, CALIFORNIA LLC	B2011-0208 B2011-0209	SFD SFD	0								(									
	057090073	5599 CHALK HILL LN	BMCH, CALIFORNIA LLC	B2011-0210	SFD	0								(									
	057090074 057090075	5595 CHALK HILL LN 5591 CHALK HILL LN	BMCH, CALIFORNIA LLC BMCH, CALIFORNIA LLC	B2011-0211 B2011-0212	SFD SFD	0								(									
	057090076 057090077	5587 CHALK HILL LN 5583 CHALK HILL LN	BMCH, CALIFORNIA LLC BMCH, CALIFORNIA LLC	B2011-0213 B2011-0214	SFD SFD	0								(									
	057090078 057-130-027	5579 CHALK HILL LN 5256 TRIMONTI CIRCLE	BMCH, CALIFORNIA LLC DENOVA HOMES	B2011-0215 B2011-0333	SFD SFD	0								(									
	057-130-028	5260 TRIMONTI CIRCLE	DENOVA HOMES	B2011-0335	SFD	0								(									
	057-130-029 057-130-030	5264 TRIMONTI CIRCLE 5249 TRIMONTI CIRCLE	DENOVA HOMES DENOVA HOMES	B2011-0336 B2011-0337	SFD SFD	0								(									
	057-130-040 057-130-041	5229 MEDEA WAY 5225 MEDEA WAY	DENOVA HOMES DENOVA HOMES	B2011-0339 B2011-0340	SFD SFD	0								(									
	057130042 057130043	5226 MEDEA WAY 5230 MEDEA WAY	DENOVA HOMES DENOVA HOMES	B2108-0278 B2108-0279	SFD SFD	0								(							1	11/18/2021 11/18/2021	
	057130044	5234 MEDEA WAY	DENOVA HOMES	B2108-0280	SFD	0								(	)						1	11/18/2021	
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0								(							1 1	12/2/2021 12/2/2021	
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0								0							<u>1</u>	12/2/2021 12/2/2021	
	not available	5169 PORCIA WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2108-0458	SFD SFD	0								(							1	12/2/2021 12/2/2021	
	not available	5182 SISTIANA WAY	LENNAR HOMES OF CALIFORNIA IN	B2108-0460	SFD	0								(							1	12/2/2021	
	not available	5174 PORCIA WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0															1 1	12/2/2021 12/2/2021	
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0								(		<del>                                     </del>			+		1	12/2/2021 12/2/2021	
	not available	5162 PORCIA WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2108-0465	SFD SFD	0								(							1	12/2/2021 12/2/2021	
	not available	5154 PORCIA WAY	LENNAR HOMES OF CALIFORNIA IN	B2108-0467	SFD	0								(	)						1	12/2/2021	
	not available	5146 PORCIA WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0								(							1	12/2/2021 12/2/2021	
		3026 HICKORYNUT STREET 3030 HICKORYNUT STREET	KNOLL LLC, ANTIOCH KNOLL LLC, ANTIOCH	B2108-0470 B2108-0471	SFD SFD	0								(							<u>1</u>	10/14/2021 10/14/2021	
	051180020	3021 HICKORYNUT STREET 3017 HICKORYNUT STREET	KNOLL LLC, ANTIOCH	B2108-0472 B2108-0473	SFD SFD	0								(							1	10/14/2021 10/14/2021	
	051180020	3013 HICKORYNUT STREET	KNOLL LLC, ANTIOCH	B2108-0474	SFD	0								(							1	10/14/2021	
	057090025	5301 GUENOC VALLEY LN	CENTURY COMMUNITIES CENTURY COMMUNITIES	B2109-0219 B2109-0220	SFD SFD	0								(	)						1	11/3/2021 11/3/2021	
			CENTURY COMMUNITIES CENTURY COMMUNITIES	B2109-0221 B2109-0222	SFD SFD	0								(					+		1	11/3/2021 11/3/2021	
	057090028	5313 GUENOC VALLEY LN	CENTURY COMMUNITIES CENTURY COMMUNITIES	B2109-0223 B2109-0224	SFD SFD	0															1	11/3/2021 11/3/2021	
	057090030	5321 GUENOC VALLEY LN	CENTURY COMMUNITIES	B2109-0225	SFD	0								(							1	11/3/2021	
	057090042	5320 GUENOC VALLEY LN 5316 GUENOC VALLEY LN	CENTURY COMMUNITIES CENTURY COMMUNITIES	B2109-0226 B2109-0227	SFD SFD	0								(	)						1	11/3/2021 11/3/2021	
		5312 GUENOC VALLEY LN 5308 GUENOC VALLEY LN	CENTURY COMMUNITIES CENTURY COMMUNITIES	B2109-0228 B2109-0229	SFD SFD	0								(					+		1 1	11/3/2021 11/3/2021	
	057090045	5304 GUENOC VALLEY LN	CENTURY COMMUNITIES DAVIDON HOMES	B2109-0230 B2110-0009	SFD SFD	0								(							1 1	11/3/2021 12/1/2021	
	not available	5497 MONTE VISTA WAY	DAVIDON HOMES	B2110-0011	SFD	0								(					1		1	12/1/2021	
1			DAVIDON HOMES DAVIDON HOMES	B2110-0012 B2110-0014	SFD SFD	0								(	)						1 1	12/1/2021 12/1/2021	

		Afford	lability by Ho	usehold Inco	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed F	iciai Assistance	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		shed/Destroyed	Units		Density Bo	nus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?*	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Nulliber of	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes⁺
						1	6/29/2021	1	1	N													
						1	6/29/2021	1		N													
						1	7/15/2021 6/1/2021	1		N N													
						1	6/8/2021			N													
						1	6/8/2021 6/22/2021			N N													
						1	6/25/2021 7/9/2021		1	N N													
						1	7/8/2021 7/13/2021	•	1	N N													
						1	7/15/2021 7/22/2021	•	1	N N													
						1	7/27/2021 8/3/2021	•	1	N N													
						1	7/21/2021			N													
						1	7/21/2021	•		N													
						1	7/21/2021	1	1	N													
						1	6/17/2021 6/23/2021	•		N N													
						1	6/28/2021 6/28/2021	•	1	N N													
						1	7/29/2021		1	N													
						1	7/12/2021 6/14/2021		1	N N													
						1	6/15/2021 6/15/2021	•		N N													
						1	6/21/2021			N													
						1	6/30/2021 6/30/2021			N N													
						1	7/14/2021 5/6/2021		1	N N													
						1	5/6/2021 5/6/2021		1	N N													
						1 1	5/3/2021 4/30/2021	•	1	N N													
						1	4/30/2021		0	N N													
								(		N N													
								(		N N													
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								(	)	N N													
								(		N N													

					Α	nnual Buildi	ng Activity Report Summary -	New Construc	tion, Entitled,	Permits and	Completed Unit	s											
		Project Iden	tifier		Unit T	ypes	А	Affordability by	Household In	comes - Com	pleted Entitlem	ent				Afforda	ability by Hou	usehold Incon	nes - Building F	Permits			
		1			2	3			4				5	6				7				8	9
Prior APN <sup>*</sup>	Current APN	Street Address	Project Name <sup>*</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
		5502 MONTE VISTA WAY 5508 WOODBINE WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0015 B2110-0016	SFD SFD	0								0							1	12/1/2021 12/1/2021	
	→	5504 WOODBINE WAY	DAVIDON HOMES	B2110-0016 B2110-0017	SFD	0								0							1	10/1/2021	
		5477 MONTE VISTA WAY 5493 MONTE VISTA WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0018 B2110-0019	SFD SFD	0								0							1	12/1/2021 12/1/2021	
			DAVIDON HOMES	B2110-0020	SFD	0								0							1	12/1/2021	
		5384 COTTONWOOD TRAIL W 5392 COTTONWOOD TRAIL W		B2110-0021 B2110-0022	SFD SFD	0								0							1	12/1/2021 12/1/2021	
	053800032	5403 COTTONWOOD TRAIL W	DAVIDON, HOMES	B2110-0023	SFD	0								0							1	12/1/2021	
		5395 COTTONWOOD TRAIL W 5391 COTTONWOOD TRAIL W		B2110-0024 B2110-0025	SFD SFD	0								0							1	12/1/2021 12/1/2021	
	not available	3010 HICKORYNUT ST	DISCOVERY, BUILDERS INC	B2110-0040	SFD	0								0							1	10/27/2021	
			DISCOVERY, BUILDERS INC DISCOVERY, BUILDERS INC	B2110-0041 B2110-0042	SFD SFD	0								0				+			1	10/27/2021 10/27/2021	
	not available	3022 HICKORYNUT ST	DISCOVERY, BUILDERS INC	B2110-0043	SFD	0								0							1	10/27/2021	
		4577 GOODE ST 4581 GOODE ST	BROOKFIELD, HOLDINGS LLC BROOKFIELD, HOLDINGS LLC	B2110-0093 B2110-0094	SFD SFD	0								0							1	11/15/2021 11/15/2021	
	052560034	4585 GOODE ST	BROOKFIELD, HOLDINGS LLC	B2110-0095	SFD	0								0							1	11/15/2021	
	_	5486 CANYON RIDGE WAY 5490 CANYON RIDGE WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0232 B2110-0233	SFD SFD	0								0							1	11/18/2021 11/18/2021	
	not available	5494 CANYON RIDGE WAY	DAVIDON HOMES	B2110-0234	SFD	0								0							1	11/18/2021	
		5498 CANYON RIDGE WAY 5556 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0235 B2110-0236	SFD SFD	0								0							1	11/18/2021 11/18/2021	
	not available	5552 PROMONTORY WAY	DAVIDON HOMES	B2110-0237	SFD	0								0							1	11/18/2021	
		5548 PROMONTORY WAY 5544 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0238 B2110-0239	SFD SFD	0								0							1	11/18/2021 11/18/2021	
		5540 PROMONTORY WAY	DAVIDON HOMES	B2110-0240	SFD	0								0							1	11/18/2021	
		5541 PROMONTORY WAY 5545 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0241 B2110-0242	SFD	0								0							1	11/18/2021 11/18/2021	
			DAVIDON HOMES	B2110-0242 B2110-0243	SFD SFD	0								0							1	11/18/2021	
		4576 GOODE ST	BROOKFIELD, HOLDINGS LLC	B2110-0261	SFD	0								0							1	11/15/2021	
		5536 PROMONTORY WAY 5532 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0262 B2110-0265	SFD SFD	0								0							1	12/1/2021 12/1/2021	
			DAVIDON HOMES	B2110-0266	SFD	0								0							1	12/1/2021	
		5524 PROMONTORY WAY 5520 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0267 B2110-0269	SFD SFD	0								0							1	12/1/2021 12/1/2021	
		5516 PROMONTORY WAY	DAVIDON HOMES	B2110-0270	SFD	0								0							1	12/1/2021	
		5517 PROMONTORY WAY 5521 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0271 B2110-0272	SFD SFD	0								0							1 1	12/1/2021 12/1/2021	
	-	5525 PROMONTORY WAY	DAVIDON HOMES	B2110-0273	SFD	0								0							1	12/1/2021	
	<b>→</b>	5529 PROMONTORY WAY 5533 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2110-0274 B2110-0275	SFD SFD	0								0							1	12/1/2021 12/1/2021	
		5537 PROMONTORY WAY	DAVIDON HOMES	B2110-0276	SFD	0								0							1	12/1/2021	
		5325 GUENOC VALLEY LN 5333 GUENOC VALLEY LN	ARROYO, CAP VILLC ARROYO, CAP VILLC	B2110-0315 B2110-0317	SFD SFD	0								0							1	12/21/2021 12/21/2021	
	057090037	5336 GUENOC VALLEY LN	ARROYO, CAP VI LLC	B2110-0319	SFD	0								0							1	12/21/2021	
		5332 GUENOC VALLEY LN 5324 GUENOC VALLEY LN	ARROYO, CAP VILLC ARROYO, CAP VILLC	B2110-0320 B2110-0322	SFD SFD	0								0							1	12/21/2021 12/21/2021	
	not available	5104 MANIAGO WAY	LENNAR HOMES OF CALIFORNIA IN	B2110-0323	SFD	0								0							1	11/19/2021	
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0								0							1	11/19/2021 11/19/2021	
	not available	5116 MANIAGO WAY	LENNAR HOMES OF CALIFORNIA IN	B2110-0326	SFD	0								0							1	11/19/2021	
			LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN		SFD SFD	0								0							1	11/19/2021 11/19/2021	
	not available	5105 VILLOTA WAY	LENNAR HOMES OF CALIFORNIA IN	B2110-0330	SFD	0								0							1	11/19/2021	
			LENNAR HOMES OF CALIFORNIA IN GBN, PARTNERS LLC	B2110-0332 B2111-0047	SFD SFD	0								0							1	11/19/2021 12/15/2021	
	057030012	5356 HIGH VALLEY LN	GBN, PARTNERS LLC	B2111-0048	SFD	0								0							1	12/15/2021	1
		5368 HIGH VALLEY LN 5372 HIGH VALLEY LN	GBN, PARTNERS LLC GBN, PARTNERS LLC	B2111-0061 B2111-0062	SFD SFD	0								0							1	12/15/2021 12/15/2021	
	053820001	5365 PROMONTORY WAY	DAVIDON HOMES	B2111-0067	SFD	0								0							1	12/1/2021	
			DAVIDON HOMES DAVIDON HOMES	B2111-0068 B2111-0069	SFD SFD	0								0							1	12/1/2021 12/1/2021	
	053820004	5353 PROMONTORY WAY	DAVIDON HOMES	B2111-0070	SFD	0								0							1	12/1/2021	
			DAVIDON HOMES DAVIDON HOMES	B2111-0071 B2111-0072	SFD SFD	0								0							1	12/1/2021 12/1/2021	
	053820006	5341 PROMONTORY WAY	DAVIDON HOMES	B2111-0073	SFD	0								0							1	12/1/2021	
			DAVIDON HOMES DAVIDON HOMES	B2111-0074 B2111-0075	SFD SFD	0								0				-			1	12/1/2021 12/1/2021	
	053820046	5370 PROMONTORY WAY	DAVIDON HOMES	B2111-0076	SFD	0								0							1	12/1/2021	
		5374 PROMONTORY WAY 5378 PROMONTORY WAY	DAVIDON HOMES DAVIDON HOMES	B2111-0077 B2111-0078	SFD SFD	0								0							1	12/1/2021 12/1/2021	
	not available	5383 COTTONWOOD TRAIL W	DAVIDON HOMES	B2111-0083	SFD	0								0							1	12/1/2021	
		5382 MOUNTAIN RIDGE WAY 5385 MOUNTAIN RIDGE WAY		B2111-0084 B2111-0087	SFD SFD	0								0				-			1	12/1/2021 12/1/2021	
	not available	5369 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B2111-0089	SFD	0								0							1	12/1/2021	
			K HOVANIAN COMPANIES OF CALIFO DENOVA HOMES	B2012-0058 B2106-0149	SFD SFD	0								0				<u> </u>			1	11/4/2021 7/20/2021	
	057120005	5369 CANEVA WAY	DENOVA HOMES	B2106-0152	SFD	0								0							1	7/20/2021	
			DENOVA HOMES DAVIDON HOMES	B2106-0153 B2106-0377	SFD SFD	0								0							1	7/20/2021 10/5/2021	
			DAVIDON HOMES  DAVIDON HOMES	B2106-0377 B2106-0379	SFD	0								0							1	10/5/2021	

10 11 12 13 14 15 16 17 18 19 20 21 22  Wery Low- Low- Low- Low- Low- Low- Low- Low-	of Other	24	25
Certificates of # of Units Was Project For units affordable without financial assistance or deed Incenti			
Income Dead Restricted    Income Dead Restricted   Restri	is, Waivers, and modifications he Project g Parking or Parking waivers or Parkin Medifications (Secondary Parking Medifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
0 N N O N N N N N N N N N N N N N N N N			
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0 N			
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N N S S S S S S S S S S S S S S S S S S			
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					A	nnual Buildir	ng Activity Rep		Table A2 New Constru	ction, Entitled,	, Permits and (	Completed Unit	s											
		Project Ident	tifier		Unit T	ypes		A	Affordability by	/ Household In	ncomes - Comp	pleted Entitleme	ent				Affordat	oility by Hou	isehold Incon	nes - Building	Permits			
		1			2	3				4				5	6				7				8	9
Prior APN <sup>*</sup>	Current APN	Street Address	Project Name <sup>*</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Income Non	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits <u>Date Issued</u>	# of Units Issued Building Permits
			COMMUNITIES, CENTURY LENNAR HOMES OF CALIFORNIA IN	B2108-0028 B2108-0107	SFD SFD	0									0							1	9/27/2021 9/28/2021	1
			LENNAR HOMES OF CALIFORNIA IN CENTURY COMMUNITIES LLC	B2108-0111 B2108-0264	SFD SFD	0									0							1	9/28/2021 10/13/2021	1
	057090084	5596 TRINITY LAKES LN	ARROYO, CAP VI LLC	B2108-0265	SFD SFD	0									0							1	10/13/2021	1
	057090019	5599 TRINITY LAKES LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2108-0266 B2108-0267	SFD	0									C							1	10/13/2021 10/13/2021	1
			ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2108-0268 B2108-0269	SFD SFD	0									0							1	10/13/2021 10/13/2021	1
	057090022	5611 TRINITY LAKES LN	CENTURY COMMUNITIES	B2108-0270	SFD	0									C							1	10/13/2021	1
			ARROYO, CAP VI LLC K. HOVNANIAN HOMES	B2108-0271 B2109-0231	SFD SFD	0									C							1	10/13/2021 10/25/2021	1
			K. HOVNANIAN HOMES DENOVA HOMES	B2109-0232 B2109-0355	SFD SFD	0									0							1	10/25/2021 11/4/2021	1
	057170028	5391 SOPRA ST	DENOVA HOMES	B2109-0356	SFD	0									0							1	11/4/2021	1
	057170030	5383 SOPRA ST	DENOVA HOMES DENOVA HOMES	B2109-0357 B2109-0359	SFD SFD	0									0	)						1	11/4/2021 11/4/2021	1
			DENOVA HOMES DENOVA HOMES	B2109-0361 B2109-0362	SFD SFD	0									0							1	11/4/2021 11/4/2021	1
	057170-010	5498 TRIMONTI CIR	DENOVA HOMES	B2109-0363	SFD	0									C							1	11/4/2021	1
			DENOVA HOMES DENOVA HOMES	B2109-0364 B2109-0365	SFD SFD	0									C							1	11/4/2021 11/4/2021	1
	057170034	5367 SOPRA ST	DENOVA HOMES DENOVA HOMES	B2109-0366 B2109-0367	SFD SFD	0									C							1	11/4/2021 11/4/2021	1
	057170036	SOPRA ST	DENOVA HOMES	B2109-0368	SFD	0									0	)						1	11/4/2021	1
			DAVIDON HOMES BROOKFIELD, HOLDINGS LLC	B2110-0003 B2110-0096	SFD SFD	0									C							1	12/1/2021 11/4/2021	1
	057090040	5329 GUENOC VALLEY LN	ARROYO, CAP VI LLC	B2110-0316	SFD	0									C							1	12/21/2021	1
	not available	5322 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2110-0328 B2110-0331	SFD SFD	0									C							1	11/19/2021 11/19/2021	1
		5397 MOUNTAIN RIDGE WAY 5386 MOUNTAIN RIDGE WAY		B2111-0082 B2111-0085	SFD SFD	0									0							1	12/1/2021 12/1/2021	1
	not available	5390 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B2111-0086	SFD	0									C							1	12/1/2021	1
			ARROYO, CAP VI LLC	B2111-0088 B2104-0172	SFD SFD	0									C	0						1	12/1/2021 5/12/2021	1
			K HOVANIAN COMPANIES OF CALIFO DENOVA HOMES	B2004-0014 B2105-0130	SFD SFD	0									0							1	6/30/2021 6/16/2021	1
	057170001	5420 SOPRA ST	DENOVA HOMES	B2105-0127	SFD	0									0							1	6/16/2021	1
			DENOVA HOMES DENOVA HOMES	B2105-0128 B2105-0129	SFD SFD	0									C	)						1	6/16/2021 6/16/2021	1
			DENOVA HOMES DAVIDON HOMES	B2105-0131 B2101-0192	SFD SFD	0									0							1	6/16/2021 2/4/2021	1
	not available	5506 SHELL RIDGE CT	DAVIDON HOMES	B2102-0051	SFD	0									C							1	3/16/2021	1
			ARROYO, CAP VI LLC DENOVA HOMES	B2104-0175 B2106-0401	SFD SFD	0									0							1	5/12/2021 8/24/2021	1
			DENOVA HOMES DENOVA HOMES	B2106-0402 B2106-0403	SFD SFD	0									C							1	8/24/2021 8/24/2021	1
	not available	5517 SUMMIT VIEW WAY	DAVIDON HOMES	B2101-0193	SFD	0									0	)						1	2/4/2021	1
			LENNAR HOMES OF CALIFORNIA IN ARROYO, CAP VI LLC	B2106-0096 B2105-0041	SFD SFD	0									C							1	6/28/2021 6/2/2021	1
	057080011	5322 POTTER VALLEY LN	ARROYO, CAP VI LLC K HOVANIAN COMPANIES OF CALIFO	B2105-0042	SFD	0									, c							1	6/2/2021 6/30/2021	1
	057120068	5254 MEDEA WAY	DENOVA HOMES	B2106-0404	SFD SFD	0									0							1	8/24/2021	1
			DENOVA HOMES LENNAR HOMES OF CALIFORNIA IN	B2106-0405 B2106-0097	SFD SFD	0									0							1	8/24/2021 6/28/2021	1
	057140111	5335 TRIMONTI CIRCLE	LENNAR HOMES OF CALIFORNIA IN DENOVA HOMES		SFD SFD	0									C							1	6/28/2021 8/24/2021	1
	057170022	5415 SOPRA ST	DENOVA HOMES	B2106-0346	SFD	0									0	)						1	8/24/2021	1
			DENOVA HOMES DAVIDON HOMES	B2106-0348 B2101-0194	SFD SFD	0									C							1	8/24/2021 2/4/2021	1
	057110012	5320 HAMES VALLEY LN	ARROYO, CAP VI LLC DENOVA HOMES	B2105-0037 B2106-0349	SFD SFD	0									C							1	6/2/2021 8/24/2021	1
	057170025	5403 SOPRA ST	DENOVA HOMES	B2106-0350	SFD	0									C	)						1	8/24/2021	1
		5299 CANYON HEIGHTS WAY 5500 SHELL RIDGE CT	DAVIDON HOMES DAVIDON HOMES	B2102-0048 B2102-0050	SFD SFD	0									0							1	3/16/2021 3/16/2021	1
	057110088	5323 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2105-0038	SFD	0									C							1	6/2/2021	1
	057130046	5242 MEDEA WAY	LENNAR HOMES OF CALIFORNIA IN DENOVA HOMES	B2108-0282	SFD SFD	0									0	)						1	6/28/2021 11/18/2021	1
			DENOVA HOMES DENOVA HOMES	B2108-0283 B2108-0284	SFD SFD	0									0							1	11/18/2021 11/18/2021	1
	052540043	4501 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2003-0113	SFD	0									0							1	6/30/2021	1
			DAVIDON HOMES DAVIDON HOMES	B2101-0195 B2101-0196	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
			ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2105-0045 B2105-0047	SFD SFD	0									0							1	6/2/2021 6/2/2021	1
	057170011	5494 TRIMONTI CIRCLE	DENOVA HOMES	B2108-0274	SFD	0									0							1	10/7/2021	1
<b>Z</b>			DENOVA HOMES DENOVA HOMES	B2108-0275 B2108-0281	SFD SFD	0									0							1	10/7/2021 11/18/2021	1
	not available	5307 CANYON HEIGHTS WAY 5303 CANYON HEIGHTS WAY	DAVIDON HOMES	B2102-0046 B2102-0047	SFD SFD	0									0							1	3/16/2021 3/16/2021	1
	057110008	5336 HAMES VALLEY LN	ARROYO, CAP VI LLC	B2105-0033	SFD	0									0							1	6/2/2021	1
	057080009	5330 POTTER VALLEY LN	ARROYO, CAP VI LLC	B2105-0046	SFD	0									C	0						1	6/2/2021	1

		Afford	lability by Ho	ousehold Inco	omes - Certifica	ates of Occupa	ıncy			Streamlining	Infill	Housing with Final and/or Deed F	ncial Assistance Restrictions	Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demoli	shed/Destroyed	Units		Density Bo	nus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deca		Income Deed	Moderate- Income Non Deed Restricted		Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	Cortificatos of	Extremely LOW	GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Dest royed Units	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	modifications	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes*
								0		N N													
								0		N N N													
								0		N N													
								0		N N													
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7								0		N N N													
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					А	nnual Buildir	ng Activity Rep		Table A2 New Constru	ction, Entitled	, Permits and (	Completed Unit	s											
		Project Iden	tifier		Unit T	ypes		A	Affordability by	/ Household In	ncomes - Com	pleted Entitleme	ent				Afforda	bility by Hou	sehold Incon	nes - Building	Permits			
		1			2	3				4				5	6				7				8	9
Prior APN*	Current APN	Street Address	Project Name <sup>*</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income		nits Issued ng Permits
	057140055	5335 POTTER VALLEY LN 5366 FRISANCO WAY	ARROYO, CAP VI LLC LENNAR HOMES OF CALIFORNIA IN	B2105-0048 B2106-0417	SFD SFD	0									0							1	6/2/2021 8/27/2021	1
		5396 SOPRA STREET 5392 SOPRA STREET	DENOVA HOMES DENOVA HOMES	B2108-0272 B2108-0273	SFD SFD	0									0							1	10/7/2021 10/7/2021	1
		5362 FRISANCO WAY 5374 FRISANCO WAY	LENNAR HOMES OF CALIFORNIA IN LENNAR HOMES OF CALIFORNIA IN	B2106-0415 B2106-0419	SFD SFD	0									0							1	8/27/2021 8/27/2021	1
	057110009	5332 HAMES VALLEY LN 5399 SOPRA STREET	ARROYO, CAP VI LLC DENOVA HOMES	B2105-0034 B2108-0276	SFD SFD	0									0							1	6/2/2021 10/7/2021	1
	057170027	5395 SOPRA STREET	DENOVA HOMES	B2108-0277	SFD SFD	0									0							1	10/7/2021	1
	not available	5328 HAMES VALLEY LN 5501 SUMMIT VIEW WAY	ARROYO, CAP VI LLC DAVIDON HOMES	B2105-0035 B2101-0197	SFD	0									0	)						1	6/2/2021 2/4/2021	1
	057080006 057080005	5342 POTTER VALLEY LN 5346 POTTER VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2105-0141 B2105-0142	SFD SFD	0									0	)						1	6/30/2021 6/30/2021	1
	052540049 053810012	4525 GOODE ST 5497 SUMMIT VIEW WAY	K HOVANIAN COMPANIES OF CALIFO DAVIDON HOMES	B2012-0056 B2101-0198	SFD SFD	0									0							1	8/17/2021 2/4/2021	1
		5493 SUMMIT VIEW WAY 5344 HAMES VALLEY LN	DAVIDON HOMES ARROYO, CAP VI LLC	B2101-0199 B2106-0028	SFD SFD	0									0							1	2/4/2021 6/30/2021	1
		5340 HAMES VALLEY LN 5480 DAUPHINE PL	ARROYO, CAP VI LLC MERITAGE, HOMES OF CA INC	B2106-0031 B2012-0178	SFD SFD	0									0							1	8/18/2021 1/6/2021	1
	056490045	5415 GALLIER LOOP	MERITAGE, HOMES OF CA INC	B2012-0177	SFD	0									0							1	1/6/2021	1
	056490039 056490040	5468 GALLIER LOOP 5472 GALLIER LOOP	MERITAGE, HOMES OF CA INC MERITAGE, HOMES OF CA INC	B2012-0089 B2012-0091	SFD SFD	0									0	)						1	1/6/2021 1/6/2021	1
	056490047 not available	5484 DAUPHINE PL 5498 MONTE VISTA WAY	MERITAGE, HOMES OF CA INC DAVIDON HOMES	B2012-0179 B2012-0241	SFD SFD	0									0							1	1/6/2021 1/7/2021	1
	not available not available	5494 MONTE VISTA WAY 5489 MONTE VISTA WAY	DAVIDON HOMES DAVIDON HOMES	B2012-0242 B2012-0239	SFD SFD	0									0							1	1/7/2021 1/7/2021	1
	not available	5477 MONTE VISTA WAY	DAVIDON HOMES	B2012-0236 B2012-0235	SFD	0									0							1	1/7/2021 1/7/2021	1
	not available 053810033	5516 WOODBINE WAY 5512 WOODBINE WAY	DAVIDON HOMES DAVIDON HOMES	B2012-0233	SFD SFD	0									0	)						1	1/7/2021	1
	not available not available	5504 WOODBINE WAY 5500 WOODBINE WAY	DAVIDON HOMES DAVIDON HOMES	B2012-0231 B2012-0230	SFD SFD	0									0	)						1	1/7/2021 1/7/2021	1
	not available 057130015	5508 WOODBINE WAY 5212 BUTTRIO CT	DAVIDON HOMES DENOVA HOMES	B2012-0232 B2012-0142	SFD SFD	0									0							1	1/7/2021 1/12/2021	1
		5210 BUTTRIO CT 5209 BUTTRIO CT	DENOVA HOMES DENOVA HOMES	B2012-0141 B2012-0139	SFD SFD	0									0							1	1/12/2021 1/12/2021	1
	057130011	5211 BUTTRIO CT 5207 BUTTRIO CT	DENOVA HOMES DENOVA HOMES	B2012-0137 B2012-0140	SFD SFD	0									0							1	1/12/2021 1/12/2021	1
	057130010	5213 BUTTRIO CT	DENOVA HOMES	B2012-0136	SFD	0									0	)						1	1/12/2021	1
	not available 053760030	5493 MONTE VISTA WAY 4771 BRAEMAR ST	DAVIDON HOMES VARLEY, CHRISTOPHER LEE	B2012-0240 B2012-0087	SFD	0									0							1	1/12/2021 1/13/2021	1
					ADU	R									0	)			1					1
	065091011 071171018	1 ECHO CIR	MAURICIO, FRANCISCO M TOWNCENTRE, COMMONS LP	B2007-0081 B2012-0329	SFD SFD	0									0	)						1	1/13/2021 1/14/2021	1
	not available not available	5393 MOUNTAIN RIDGE WAY 5389 MOUNTAIN RIDGE WAY		B2012-0287 B2012-0288	SFD SFD	0									0							1	1/14/2021 1/14/2021	1
	053800015 057130009	5394 MOUNTAIN RIDGE WAY 5217 TRAVESIO WAY	DAVIDON, HOMES DENOVA HOMES	B2012-0289 B2012-0156	SFD SFD	0									0							1	1/14/2021 2/4/2021	1
	not available	5221 TRAVESIO WAY 5222 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2012-0155 B2012-0157	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
	057130017	5226 TRAVESIO WAY	DENOVA HOMES	B2012-0158	SFD	0									0	)						1	2/4/2021	1
	057130006	5225 TRAVESIO WAY 5229 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2012-0164 B2012-0163	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
	not available	5233 TRAVESIO WAY 5237 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2012-0162 B2012-0161	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
	not available not available	5234 TRAVESIO WAY 5238 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2012-0166 B2012-0167	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
	not available	5242 TRAVESIO WAY 5246 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2101-0178 B2101-0179	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
	not available	5245 TRAVESIO WAY	DENOVA HOMES	B2101-0176	SFD	0									0							1	2/4/2021	1
	053810051	5491 GRAY PINE WAY 5495 GRAY PINE WAY	DAVIDON HOMES DAVIDON HOMES	B2101-0182 B2101-0183	SFD SFD	0									0	)						1	2/4/2021 2/4/2021	1
	not available		DAVIDON HOMES DAVIDON HOMES	B2101-0184 B2101-0181	SFD SFD	0									0							1	2/4/2021 2/4/2021	1
		4500 GOODE CT 4496 GOODE ST	K HOVANIAN COMPANIES OF CALIFO K HOVANIAN COMPANIES OF CALIFO		SFD SFD	0									0							1	2/5/2021 2/5/2021	1
	052540013		K HOVANIAN COMPANIES OF CALIFO K HOVANIAN COMPANIES OF CALIFO	B2003-0105	SFD SFD	0									0	)						1	2/5/2021 2/5/2021	1
	052540010	4502 GOODE CT	K HOVANIAN COMPANIES OF CALIFO	B1911-0022	SFD	0									0							1	2/5/2021	1
	052540037	4512 BITTER ST	K HOVANIAN COMPANIES OF CALIFO K HOVANIAN COMPANIES OF CALIFO	B2004-0010	SFD SFD	0									0	)						1	2/5/2021 2/5/2021	1
	057080022 057080023	5595 HOWELL MOUNTAIN LN 5599 HOWELL MOUNTAIN LN		B2012-0117 B2012-0118	SFD SFD	0									0							1	2/10/2021 2/10/2021	1
	057080086	5598 HOWELL MOUNTAIN LN 5257 TRAVESIO WAY		B2012-0121 B2102-0085	SFD SFD	0									0							1	2/10/2021 2/25/2021	1
	not available	5253 TRAVESIO WAY 5265 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2102-0086 B2102-0079	SFD SFD	0									0							1	2/25/2021 2/25/2021	1
	057120029	5261 TRAVESIO WAY	DENOVA HOMES	B2102-0083	SFD	0									0							1	2/25/2021	1
1	not available	5254 TRAVESIO WAY 5258 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2102-0087 B2102-0088	SFD SFD	0									0	)						1	2/25/2021 2/25/2021	1
		5262 TRAVESIO WAY	DENOVA HOMES	B2102-0089	SFD	0									0							1	2/25/2021	1

		Afford	dability by Ho	usehold Inco	omes - Certifica	ates of Occupa	ancy			Streamlining	Infill	Housing with Fina and/or Deed F		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income? <sup>+</sup>	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes⁺
								(		N N													
								(		N N													
										N N N													
								(		N N													
								(		N N													
								(		N N													
								(		N N N													
								(		N N N													
						1	6/14/2021 6/24/2021			N N													
						1	6/25/2021 6/25/2021	•	1	N N													
						1 1	7/12/2021 8/9/2021		1	N N													
						1 1	8/9/2021 8/25/2021 9/21/2021		1	N N N													
						1	9/22/2021 9/28/2021	•		N N													
						1	10/4/2021 10/6/2021	•	1	N N													
						1 1	10/18/2021 5/21/2021			N N													
						1 1	5/27/2021 6/1/2021 6/2/2021			N N N													
						1 1	6/2/2021 6/15/2021	•	1	N N													
			1			1	8/19/2021 9/23/2021		1	N N				Square footage x Antioch rental housing cost per sf + utility cost by bedrooms (HA) compared to Max Income & Rent Limits 2021									
						1 1	10/11/2021 7/19/2021 9/27/2021			N N													
						1 1	9/27/2021 10/7/2021	•	1	N N N													
						1 1	6/15/2021 6/18/2021	•	1	N N													
						1	6/29/2021 6/29/2021			N N													
						1 1	7/13/2021 7/14/2021 7/20/2021			N N N													
						1 1	8/18/2021 8/18/2021			N N													
						1 1	8/19/2021 8/19/2021		1	N N													
						1	8/20/2021 9/9/2021	•	1	N N													
						1 1	10/22/2021 10/22/2021 10/28/2021		1	N N N													
						1 1	11/1/2021 6/24/2021	•		N N													
						1 1	6/24/2021			N N													
						1	7/7/2021 7/12/2021		1	N N													
						1	7/28/2021 10/27/2021			N N													
						1 1	8/23/2021 8/23/2021 8/25/2021			N N N													
N						1 1	9/17/2021 9/17/2021			N N N													
						1 1	9/21/2021 9/21/2021 9/21/2021			N N													
W						1 1	9/27/2021 9/27/2021		1	N N													
						1	9/28/2021		1	N									<u> </u>				

					A	nnual Buildi	ng Activity Report Summary -	Table A2  New Construction	ion, Entitled,	Permits and	Completed Uni	ts											
		Project Iden	tifier		Unit T	ypes	Α	Affordability by F	Household In	comes - Com	pleted Entitlem	ent				Afforda	bility by Hou	sehold Incor	nes - Building	Permits			
		1			2	3			4				5	6				7				8	9
Prior APN <sup>◆</sup>	Current APN	Street Address	Project Name <sup>*</sup>	Local Jurisdiction Tracking ID*	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low- Income Deed Income Non Restricted Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>	# of Units issued Entitlements	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Building Permits Date Issued	# of Units Issued Building Permits
			BMCH, CALIFORNIA LLC BMCH, CALIFORNIA LLC	B2012-0103 B2012-0303	SFD SFD	0								0							1	3/8/2021 3/8/2021	1
	057090009	5312 RAMONA VALLEY LN	ARROYO, CAP VI LLC	B2012-0304	SFD	0								0							1	3/8/2021	1
		5304 RAMONA VALLEY LN 5574 CHALK HILL LN	ARROYO, CAP VI LLC BMCH, CALIFORNIA LLC	B2012-0306 B2012-0105	SFD SFD	0								0							1	3/8/2021 3/8/2021	1
		5308 RAMONA VALLEY LN 5316 ALEXANDER VALLEY LN	ARROYO, CAP VILLO	B2012-0305 B2012-0127	SFD SFD	0								0							1	3/8/2021 3/8/2021	1
	057080108	5312 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC	B2012-0128	SFD	0								0							1	3/8/2021	1
		5319 ALEXANDER VALLEY LN 5323 ALEXANDER VALLEY LN		B2012-0307 B2012-0308	SFD SFD	0								0							1 1	3/8/2021 3/8/2021	1
	057080106	5320 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC	B2012-0310	SFD	0								0							1 1	3/8/2021	1
	053820052	5324 ALEXANDER VALLEY LN 5385 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B2012-0309 B2102-0061	SFD SFD	0								0							1	3/8/2021 3/16/2021	1
		5381 MOUNTAIN RIDGE WAY 5377 MOUNTAIN RIDGE WAY		B2102-0062 B2102-0063	SFD SFD	0								0							1	3/16/2021 3/16/2021	1
	not available	5373 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B2102-0064	SFD	0								0							1	3/16/2021	1
<u> </u>	<b>→</b>	5369 MOUNTAIN RIDGE WAY 5382 MOUNTAIN RIDGE WAY		B2102-0065 B2102-0058	SFD SFD	0								0							1	3/16/2021 3/16/2021	1
	not available	5386 MOUNTAIN RIDGE WAY	DAVIDON HOMES	B2102-0059	SFD	0								0							1	3/16/2021	1
		5508 SHELL RIDGE CT 5266 TRAVESIO WAY	DAVIDON HOMES DENOVA HOMES	B2102-0052 B2103-0049	SFD SFD	0								0							1 1	3/16/2021 4/6/2021	1
		5270 TRAVESIO WAY 5274 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2103-0052 B2103-0053	SFD SFD	0								0							1	4/6/2021 4/6/2021	1
			DENOVA HOMES	B2103-0055	SFD	0								0							1	4/6/2021	1
		5271 TRAVESIO WAY 5269 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2103-0043 B2103-0047	SFD SFD	0								0							1	4/6/2021 4/6/2021	1
	057120025	5275 TRAVESIO WAY	DENOVA HOMES	B2103-0040	SFD	0								0							1	4/6/2021	1
		5283 TRAVESIO WAY 5279 TRAVESIO WAY	DENOVA HOMES DENOVA HOMES	B2103-0185 B2103-0186	SFD SFD	0								0							1	4/6/2021 4/6/2021	1
	057120021	5305 SOTTO WAY	DENOVA HOMES	B2103-0182	SFD	0								0							1	4/6/2021	1
		5301 SOTTO WAY 5313 SOTTO WAY	DENOVA HOMES DENOVA HOMES	B2103-0183 B2103-0180	SFD SFD	0								0							1 1	4/6/2021 4/6/2021	1
	057120020	5309 SOTTO WAY	DENOVA HOMES	B2103-0181	SFD	0								0							1	4/6/2021	1
		5353 REDWOOD VALLEY LN 5357 REDWOOD VALLEY LN	ARROYO, CAP VILLC	B2103-0089 B2103-0091	SFD SFD	0								0							1 1	4/12/2021 4/12/2021	1
		5348 REDWOOD VALLEY LN 5348 KNIGHTS VALLEY LN	ARROYO, CAP VI LLC BMCH, CALIFORNIA LLC	B2103-0120 B2103-0121	SFD SFD	0								0							1	4/12/2021 4/12/2021	1
	057110070	5352 KNIGHTS VALLEY LN	ARROYO, CAP VI LLC	B2103-0122	SFD	0								0							1	4/12/2021	1
		5349 KNIGHTS VALLEY LN 5327 ALEXANDER VALLEY LN	ARROYO, CAP VILLO	B2103-0123 B2103-0079	SFD SFD	0								0							<u> </u>	4/12/2021 4/12/2021	1
	057080093	5331 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC	B2103-0080	SFD	0								0							1	4/12/2021	1
		5599 YORK MOUNTAIN LN 5332 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2103-0125 B2103-0082	SFD SFD	0								0							1 1	4/12/2021 4/12/2021	1
	057080104	5328 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC	B2103-0085	SFD SFD	0								0							1	4/12/2021	1
	057110068	5360 KNIGHTS VALLEY LN	ARROYO, CAP VI LLC ARROYO, CAP VI LLC	B2103-0126 B2103-0124	SFD	0								0							<u>1</u> 1	4/12/2021 4/12/2021	1
			ARROYO, CAP VI LLC	B2103-0127 B2103-0128	SFD SFD	0								0							1	4/12/2021 4/12/2021	1
	057080095	5335 ALEXANDER VALLEY LN 5339 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC	B2103-0129	SFD	0								0							1	4/12/2021	1
		5340 ALEXANDER VALLEY LN 5592 YORK MOUNTAIN LN		B2103-0130 B2103-0114	SFD SFD	0								0					<u> </u>		1	4/12/2021 4/12/2021	1
	057080102	5336 ALEXANDER VALLEY LN	ARROYO, CAP VI LLC	B2103-0131	SFD	0								0							1	4/12/2021	1
		5308 KNIGHTS VALLEY LN 5304 KNIGHTS VALLEY LN		B2103-0111 B2103-0112	SFD SFD	0								0	<u></u>						<u>1</u> 1	4/12/2021 4/12/2021	1
	057080020	5587 HOWELL MOUNTAIN LN 5591 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2103-0297 B2103-0298	SFD SFD	0								0							1	4/28/2021 4/28/2021	1
	057080109	5588 HOWELL MOUNTAIN LN	ARROYO, CAP VI LLC	B2103-0290	SFD	0								0							1	4/28/2021	1
		5584 HOWELL MOUNTAIN LN 5575 HOWELL MOUNTAIN LN		B2103-0292 B2103-0294	SFD SFD	0								0					<del></del>		1	4/28/2021 4/28/2021	1
	057110020	5583 YORK MOUNTAIN LN	ARROYO, CAP VI LLC	B2103-0366	SFD	0								0							1	4/28/2021	1
			ARROYO, CAP VI LLC DENOVA HOMES	B2103-0353 B2104-0186	SFD SFD	0								0							1 1	4/28/2021 5/10/2021	1
	057120041	5318 SOTTO WAY	DENOVA HOMES DENOVA HOMES	B2104-0187 B2104-0188	SFD	0								0							1	5/10/2021 5/10/2021	1
	057120044	5330 SOTTO WAY	DENOVA HOMES	B2104-0250	SFD SFD	0								0							1	6/1/2021	1
			DENOVA HOMES DENOVA HOMES	B2104-0252 B2104-0253	SFD SFD	0								0							1	6/1/2021 6/1/2021	1
	057012047	5342 SOTTO WAY	DENOVA HOMES	B2105-0117	SFD	0								0							1	6/9/2021	1
			DENOVA HOMES DENOVA HOMES	B2105-0118 B2105-0115	SFD SFD	0								0							1 1	6/9/2021 6/9/2021	1
	052540045	4509 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2012-0054	SFD	0								0							1	6/14/2021	1
			K HOVANIAN COMPANIES OF CALIFO K HOVANIAN COMPANIES OF CALIFO		SFD SFD	0								0							<u>1</u>	6/14/2021 6/14/2021	1
		4532 GOODE ST	K HOVANIAN COMPANIES OF CALIFO LENNAR HOMES OF CALIFORNIA IN	B2012-0048	SFD SFD	0								0			_				1	6/14/2021 6/28/2021	1
	052540014	4488 GOODE ST	K HOVANIAN COMPANIES OF CALIFO	B2003-0106	SFD	0								0							1	6/30/2021	1
		4484 GOODE ST 5390 MOUNTAIN RIDGE WAY	K HOVANIAN COMPANIES OF CALIFO DAVIDON HOMES	B2003-0107 B2102-0060	SFD SFD	0								0							1	6/30/2021 11/5/2021	1
<u> </u>	not available	5233 MEDEA WAY	DENOVA HOMES	B2009-0163	SFD	0								0							1	1/4/2021	1
	057130031	5245 TRIMONTI CIRCLE	DENOVA HOMES	B2011-0338	SFD	0							l	0	I	1		I	1		1	1/16/2021	1

		Afford	lability by Ho	usehold Inco	omes - Certifica	tes of Occupa	ancy			Streamlining	Infill	Housing with Final and/or Deed F		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction		ished/Destroyed	I Units		Density Bo	onus		Notes
			10				11	12	13	14	15	16	17	18	19		20		21	22	23	24	25
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Deed		Income Deed	Moderate- Income Non Deed Restricted	Above Moderate- Income	Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	Extremely Low	Was Project <u>APPROVED</u> using GC 65913.4(b)? (SB 35 Streamlining) Y/N	Infill Units? Y/N⁺		Deed Restriction Type (may select multiple see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)*	Number of Demolished/Dest royed Units	Demolished or Destroyed Units	Demolished/De stroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes <sup>*</sup>
						1	8/10/2021 8/10/2021		1	N N													
						1	8/10/2021 8/23/2021		1	N N													
						1	8/24/2021		1	N													
						1	8/24/2021 9/13/2021		1	N N													
						1	9/13/2021 9/21/2021		1	N N													
						1	9/22/2021 9/28/2021		1	N N													
						1	10/4/2021 10/7/2021		1	N N													
						1	10/20/2021 10/20/2021		1	N N													
						1 1	11/1/2021		1	N N													
						1	11/10/2021 11/10/2021 11/10/2021		1	N													
						1	12/27/2021		1	N N													
						1	9/28/2021 10/1/2021		1	N N													
						1	10/1/2021 10/8/2021		1	N N													
						1	10/12/2021 10/12/2021		1	N N													
						1	10/13/2021 10/21/2021		1	N N													
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						1	11/1/2021		1	N													
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						1	9/22/2021 9/22/2021		1	N N													
						1	10/4/2021 10/4/2021	•	1	N N													
						1	10/7/2021 10/11/2021		1	N N													
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						1	10/13/2021 10/13/2021		1	N N													
						1	10/18/2021 10/18/2021 10/18/2021		1	N													
						1	10/19/2021		1	N N													
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						1	10/25/2021 10/25/2021		1	N N													
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						1	11/9/2021 11/9/2021		1	N N													
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						1	12/3/2021 12/3/2021		1	N N													
						1	12/7/2021		1	N N													
						1 1	10/21/2021		1	N													
						1	10/27/2021 11/15/2021		1	N N													
						1	12/1/2021 12/30/2021		1	N N													
						1	12/30/2021 11/10/2021		1	N N													
<b>N</b> 5						1	4/22/2021 5/3/2021		1	N N													
						1	7/1/2021		1	N													

Jurisdiction	Antioch	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

	Table B		
	Regional Housing Needs Allocation Progress		
	Permitted Units Issued by Affordability		
1	2	3	4

					1 Cililitica	Units issued	by Alloraubii	ıty					
		1					2					3	4
Inco	ome Level	RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
	Deed Restricted	349	ı	84	2	-	•	91	1	ı	-	207	142
Very Low	Non-Deed Restricted	349	1	-	-	1	2	14	12	•	-	201	142
	Deed Restricted	205	-	-	-	-		299	-	-	-	319	
Low	Non-Deed Restricted	203	-	-	-	1	-	-	19	-	-	319	
	Deed Restricted	214	-	-	-	-	-	-	-	-	-	35	179
Moderate	Non-Deed Restricted	214	19	1	-	-	12	2	1	-	-	30	179
Above Moderate		680	47	42	41	119	279	308	564	-	-	1,400	-
Total RHNA	-	1,448											
Total Units			67	127	43	121	293	714	596	-	-	1,961	321

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only included units that were permitted during the portion of the year that was in the 6th cycle.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Antioch	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Dianning Paried	Eth Cyala	04/24/2045 04/24/2022

### ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

	Table C																	
	Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law																	
		Project Iden	tifier		Date of Rezone	RHN	IA Shortfall by Hou	usehold Income Cate	egory	Rezone Type				s	ites Description			
		1			2			3		4	5	6	7		8	9	10	11
API	N	Street Address	Project Name <sup>⁺</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate- Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Ro	ow: Start Da	ata Entry Below																
						-												
												-						
-																		
						-						1						
						1												

### **ANNUAL ELEMENT PROGRESS REPORT** Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction Reporting Year Antioch 2021 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

### Housing Programs Progress Report

	2				
1 Name of Program	2 Objective	3 Timeframe in H.E	4 Status of Program Implementation		
GOAL 1	Conserve/Improve Existing Housing		This is a housing element goal. Please see specific program implementation		
	Supply Ensure the supply of safe, decent, and	Ongoing Ongoing	below.  This is a housing element policy . Please see specific program implementation below.		
1.1.1. Monitor and	sound housing for all residents Retention of existing affordable housing		The only At Risk project is Casa del Rio, senior housing. Staff (TH) contacted		
Preserve At-Risk Projects		by 2020	owner to discuss and is confident they will be retained. Staff will monitor annually to ensure.		
loans to low and moderate income households for housing rehabilitation)	Adequate assistance to provide loans to 3-4 homeowners per year (CDBG)	Ongoing	After contracting with Contra Costa County for over 20 years to administed Neighborhood Preservation Program, the City found a new provider when the County discontinued this service.  Habitat for Humanity East Bay/Silicon Valley is the new provider for the program, which began to rehabilite homes in FY 2021. The Housing Rehabili Program provides housing rehabilitation loans and grants to low- and mode income homeowners to bring their homes up to code, to ensure health and code standards are met, to meet emergency repair needs, and provide hand access. Unfortunately, due to the pandemic, people (usually seniors) were vereluctant to let workers into their homes and the program stalled. Only one emergency grant was made during the year.		
1.1.3 Community					
Renabilitation Programs	Through public education, the public's ability to use programs will be enhanced and other specific quantified objectives will be easier to achieve.	Ongoing	Due to the reluctance of residents to admit workers into their homes amidst the various Covid surges, the program made little headway during 2021. However, outreach has commenced in 2022. The program was advertised on the City's and Habitat's website, and through social media and the City Manager's newsletter.		
1.1.4 Rental Rehabilitation Program	Provide financial assistance to owners of 3-5 rental properties annually to rehabilitate substandard units.	Cancelled	The Rental Rehab program was cancelled, as it has not been successful in attracting participants in the past decade. The demand for housing in Contra Costa County (and all of California) far exceeds the supply, and owners are increasingly unwilling to enter into an obligation to rent at a lower price to LMI renters, even in exchange for very favorable rehab loans. The program also suffered because the upfront costs (credit report, title report, appraisal, and lead paint inspection and report) total \$800+ (depending on the # of units.) The funding source for this program was CDBG, which does not allow expenditures that do not result in accomplishments. Therefore, we must charge the owner for these items if they choose not to go forward with a loan.		
1 1 5 Code Entorcement	Elimination of code violations within Antioch	Ongoing	A 1/2 cent sales tax was passed by City voters several years ago, and the City now has sufficient operating revenues to fund Code Enforcement without CDBG funds. For Calendar year 2020, Code Enforcement officers received 7,842 calls for service, resulting in 2,892 new cases being created for Code Enforcement officers to investigate. During 2021, officers closed 2,877 cases.  The Abatement Team:  *Removed ??? yards of illegally dumped waste from City right-of-ways and property property;  *Removed ??? locations of graffiti  *Removed ??? locations of graffiti  *Removed ??? abandoned shopping carts from city property.  In 2020, the Code Enforcement Division continued participating in the Mattress Recycling Council (MRC) program operated by the State of California's Department of Resources Recycling and Recovery (Cal Recycle). In 2020, nearly 1,200 mattresses were reported to MRC/CalRecycle resulting in nearly \$18,000 back to the city in reimbursements!  During 2021, the Code Enforcement Division continued the neighborhood cleanup events to assist residents with debris removal. The City of Antioch and Republic Services partnered together to host cleanup events so that residents have a no-cost way to legally dispose of unwanted items. During 2021, 16 cleanup events were held in various neighborhoods resulting in over 241 tons of debris removed from private properties and disposed of in a lawful manner!!		
• • •	Provide infrastructure improvements necessary to accommodate the City's remaining lower-income RHNA need	Annually	The City invested \$1mil in prior year CDBG funding to improve the roadway, drainage, and handicap access in low-income census tract 3050, which includes the new Amcal project of over 300 affordable units. The City also allocated an additional \$500k for other infrastructure improvements in that census tract in 2021.		
Conversion	Conservation of rental units currently being rented by lower income households and tenants with special needs.	Ongoing	No conversion took place in 2018.		
1.1.8 Rental Inspection Program	Proactive identification and rehabilitation or elimination of blighted, deteriorated and substandard rental housing stock	Ongoing	All 6 Code Enforcement Officers have received training and have experience in investigating building and housing issues and are responsible for addressing those violation types within their beat.		
1.1.9 Neighborhood Stabilization Program	Construct 85 multi-family units affordable at below 50% AMI through partnership with Satellite Housing, Inc.; Assist in the purchase, as funds are	Completed	The City began working with Satellite Affordable Housing Associates in 2009 to develop 85 units of affordable senior housing, utilizing City funding from the former Redevelopment Agency, NSP-1, CDBG, HOME, Housing Successor Agency, and other funding sources including State Veterans funding, MHP and 4% tax credits.  Satellite broke ground in September 2016 and completed the project with projected in April 2018, with full lease up in June. All remaining NSP program income was invested in this project, so no further acquisition/rehab projects with Habitat or Heart & Hands will occur.		

### Table D

### Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

		element.	
1	2 Objective	3 Timeframe in H.E.	4 Status of Program Implementation
Name of Program  1.1.10 Foreclosure Prevention	Objective  Foreclosure prevention	Timeframe in H.E  Ongoing	Status of Program Implementation  The City continues to post information on foreclosure prevention on its website, and to direct callers to Bay Legal and Echo Housing, as well as 211, for further assistance.  Because of the COVID-19 pandemic, the City used CDBG-CV funding to provide both Eviction Prevention and Foreclosure Prevention services for the first time since the Recession of 2008, with services beginning in January 2021 and continuing throughout the year. Outreach was conducted in the census tract block groups with the highest number of residents with incomes from 0-30% AMI with a mailing to over 6,000 residents. Information was also posted in English and Spanish on the City's website, on social media (NextDoor, FaceBook and Instagram) and in the City Manager's newsletter, as well as announced at City Council meetings. Nonprofits serving lower income Antioch residents were also informed and given electronic outreach materials for their clients.
GOAL 2	Facilitate development of broad array of housing types to accommodate new and current residents of diverse ages and socioeconomic backgrounds.	Ongoing	This is a housing element goal. Please see specific program implementation below.
Policy 2.1	Provide adequate residential sites for production of new for-sale and rental residental units	Ongoing	This is a housing element policy . Please see specific program implementation below.
2.1.1 Inventories	Maintenance of an inventory of available sites for use in discussions with potential developers and evaluating the City's ability to meet projected future housing needs.	Completed	A spreadsheet and GIS maps of available sites was developed, and it is updated as projects are applied for or approved.
2.1.2 Adequate Sites for Housing; No Net Loss	Prevention of net loss of housing sites and capacity for extremely low, very low, low, and moderate income housing.	Ongoing	No sites were downzoned in 2021.
2.1.3 Meet with Potential Developers	To facilitate the development review process by ensuring a clear understanding on the part of developers as to City expectations for their projects and timeline. Discussion is also anticipated to function as a feedback loop, and assist the City in minimizing the costs of the development review process to new residential development.		The City Community Development Director and City Planners continue to meet with prospective developers, both for-profit and non-profit, market rate and affordable, as requested and at no cost to the developer. Meetings help educate developers on the City's development review and design review processes, City requirements and expectations, and help to save time and money for both the City and developers. Meetings with nonprofit developers also include strategizing about the availability of funding assistance.  Market rate units - In 2021, staff met with potential developers including DeNova Homes, GBN Partners, and Richland Development.
2.1.4 Above Moderate- Income Housing	To facilitate the development of needed above moderate-income housing by reserving areas for such development.	Ongoing	The City Community Development Director and City Planners continue to meet with prospective developers, both for-profit and non-profit, market rate and affordable, as requested and at no cost to the developer. Meetings help educate developers on the City's development review and design review processes, City requirements and expectations, and help to save time and money for both the City and developers. Meetings with nonprofit developers also include strategizing about the availability of funding assistance. In 2021, staff met with potential developers including Live LMC, and Grupe Co., Lennnar Group and DeNova Homes regarding potential multi-family developments.
Policy 2.2	Facilitate the development of new housing for all economic segments of the community, including lower income, moderate- and above moderate-income households.	Ongoing	Market rate units - In 2021, staff met with potential developers including Live LMC, Denova Homes, Lennar and Grupe Co. regarding potential multi-family developments.
2.2.1 Promote Loan Programs	Increase awareness of funds available for eligible first-time homebuyers.	Ongoing	Because of the COVID-19 pandemic, the City's First Time Homeowner program was suspended throughout the calendar year 2021 and no loans were issued.
Policy 2.3	Actively pursue and support the use of available County, State, and Federal housing assistance programs.	Ongoing	This is a housing element policy . Please see specific program implementation below.
2.3.1 Affordable Housing Program Inventory; Pursue Available Projects	Maximize access to governmental and private housing programs, and thereby facilitate achievement of other Housing Element objectives.	Ongoing	The City has worked with the County Health, Housing and Homeless Services division on adding 50 units of extremely-low and very-low income housing as part of the Homeless CARE Center development. City and County staff has been working to find potential sources of funding, including City Housing Successor and CDBG funds, County CDBG, HOME, ESG, and HOPWA funds, State HEAP, VHHP, MHP, Whole Person Care, Mental Health, Re-entry and other potential sources of funding for the entire project. (see detail in 2.3.2 below).  In 2021, the COVID-19 pandamic continued to occupy staff at the County homeless program, and no progress was made on this project.
2.3.2 Housing for Extremely Low-Income Households	Encourage and facilitate construction of 175 units affordable to extremely low-income households to meet RHNA.	Outreach to developers at least Annually; apply for/support applications - Ongoing; prioritize local funding at least twice in the planning period.	The Satellite "Tabora Gardens" project, finished in 2018, completes 84 (+1 manager unit) units affordable to households from 0-50% AMI.  In 2020 the City sold a city-owned approx. 5 acre parcel with an Emergency Shelter overlay as a potential CARE Center/Homeless Housing project. The City has been working with the County Continuum of Care staff and nonprofit affordable housing agencies to envision the campus. The site may be able to accommodate up to 50 small studio apartments to help homeless persons find housing in this extremely restricted housing environment. These units are envisioned as permanent supportive housing at this time. A survey by the CoC has found that Contra Costa County lacks inventory of SRO and studio apartments for this population. The addition of a possible 50 units extremely and very-low income RHNA units would meet 135 of the 175 unit goal.  This project continues to be developed but was stagnant during 2021 due to the pandemic.
Policy 2.4	Proactively assist and cooperate with non-profit, private, and public entities to maximize opportunities to develop affordable housing(and) distribute low and moderate-income housing throughout the City, rather than concentrate it in one portion of the community.	Ongoing	This is a housing element policy . Please see specific program implementation below.

Table D								
Program Implementation Status pursuant to GC Section 65583  Housing Programs Progress Report								
Describe progress of all	programs including local efforts to remove go		maintenance, improvement, and development of housing as identified in the housing					
1	2	3 Timeframe in H.E	4					
Name of Program  2.4.1 Support Non-Profit Housing Sponsors	•••		As mentioned previously, the City worked with Satellite Affordable Housing Associates on the Tabora Gardens project, which completed construction on 85 units (84 + 1 manager unit) of affordable housing for extremely low- and low-income seniors, including homeless persons, homeless Veterans and Veterans. The City provided significant funding from multiple funding sources totaling \$3,283,755, supported their TCAC application, conducted their TEFRA hearing, and worked closely with the County and their funding sources.  Also see 2.3.1. narrative which details City efforts in developing the CARE Center site on City-owned property, including funding sources.  In 2020, the City Housing Consultant continued discussions with Resources for Community Development (RCD), Mercy Housing, Satellite Affordable Housing Associates (SAHA), and Contra Costa Interfaith Housing to discuss and encourage further affordable housing development in the City of Antioch. The City and County are working to secure an affordable housing provider to construct micro units behind the new homeless shelter/CARE Center in Antioch as part of the development, which will be affordable at 0-30% AMI.					
Policy 2.5	Proactively encourage the development of affordable housing within the	Ongoing	This is a housing element policy . Please see specific program implementation below.					
2.5.1 Additional Development Incentives for the Rivertown Focus Area	Rivertown area.  Achievement of objectives for development of new housing for very low-income households.	Ongoing	The City put out an RFP for city-owned former RDA properties in 2014 and entered into negotiations with one developer in 2015. The Specific plan was finalized for adoption in 2017. These continued during 2021 with little forward motion due to the pandemic.					
Goal 3	Facilitate the development of a broad array of housing types to accommodate new and current Antioch residents of diverse ages and socioeconomic backgrounds.	Ongoing	This is a housing element goal. Please see specific program implementation below.					
3.1.1 Housing Opportunities for Special Needs Groups  Maximize opportunities to address the housing needs of special needs groups within the City, as identified in Section of this Housing Element.		Ongoing	AMCAL received entitlement in 2019 and in 2020 began construction of 394 affordable apartments for seniors and families. Construction of the project conintued throughout 2021 and staff has continued to work with the developer to streamline the construction process. This includes meeting with the developer to develop a plan for a phased opening of the project so finished buildings can be occupied while other buildings are still under construction. Age-restricted units will compromise 177 units, including 38 units @ 30%, 28 units at 40%, 14 units @ 50%, and 19 @ 60% AMI level (proposed in application). Project will meet standards for accessibility and accommodation for hearing impaired individuals, and the senior buildings will have elevators.  CARE Center - The Homeless Care Center site, discussed in detail in 2.3.1. would potentially add between 30-50 units of affordable rental housing for persons with incomes 0-30% who are experiencing homelessness, including veterans, persons with HIV/AIDS, persons with mental illness, and persons with disabilities.					
3.1.2 Senior Housing	Facilitate housing that is affordable for lower-income seniors.	Ongoing	See above description of AMCAL senior housing. The Antioch Homeless CARE Center site housing would also be available to homeless senior individuals.					
3.1.3 Incentives for Special Needs Housing (reasonable accommodation ordinance)	Continue to provide reasonable accommodations to encourage the development of specialized housing for persons with disabilities.	Ongoing	One developer, AMCAL, requested a senior housing overlay district to achieve a higher density, and none requested reasonable accommodations in 2021.					
3.1.4 Coordination with Agencies Serving the Homeless	Develop housing self-sufficiency for those who are currently homeless by working with appropriate agencies to implement housing and employment programs.	Ongoing	The City works very closely with the Contra Costa Homeless Continuum of Care body, called the Council on Homelessness. In 2021, the City's Housing consultant continued to serve on the Boards of the Council on Homelessness, Healthcare for the Homeless, and the FEMA/United Way EFSP local board, sat on the Review and Ranking Committee for the CoC funding as well as for ESG and Emergency Food and Shelter (EFSP) Grants Committee, and participated in the Equity taskforce. She also is a member of and actively participated in the All Home Regional Impact Council as a member of the Steering and Technical Committees.  The City activly participates in all efforts to develop housing and services for persons who are homeless, is an active participant in the County's Zero: 2016 campaign strategy to end Veteran and Chronic Homelessness, and works closely with the Housing Authority of Contra Costa and Veteran Administration in Martinez. The City hosts the County's only homeless shelter for disabled homeless persons, continues to work with the County to place a CARE Center in Antioch, and is working to develop the five-acre land the City sold to the County to build homeless housing with services.					
3.1.5 Emergency Shelters and Supportive and Transitional Housing	Compliance with SB 2	Ongoing	The City is in compliance with SB 2, having designated sites for homeless emergency shelters. In 2017, discussions continued with a nonprofit interested in establishing a 50-bed homeless shelter for women and children. In 2016, at City expense, the emergency shelter overlay was changed to include an additional parcel, owned by the City, to possibly become the site of the shelter.  In 2020, the City transferred the parcel to the County for development of the homeless shelter and studio apartments/micro units for homeless individuals. Work on this project at the County level waned due to the intensive response required by the County homeless staff to the Covid 19 pandemic.					
3.1.6 Zoning for Employee Housing:	Compliance with Health and Safety Code regarding Employee Housing	Within 18 months of Hsg Element adoption	This action will occur in 2021 in tandem with zoning ordinance updates to comply with SB 330 and SB 2 grant.					
Goal 4	Reduce residential energy and water use to conserve energy /water and reduce the cost of housing.  Provide incentives for energy	Ongoing	This is a housing element goal. Please see specific program implementation below.					
Policy 4.1	conservation measures in new housing by providing information on programs available through PG&E.	Ongoing	This is a housing element policy . Please see specific program implementation below.					

### Table D Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
4.1.1 Encourage Energy Conservation	Minimize costs of space heating and	Ongoing	Energy conservation for existing housing and neighborhoods is encouraged and supported in a variety of ways:  - Condition of Approval - Energy conservation is incorporated into the standard condition of approval for new developments In 2021 the city continued to partner with the County and the cities of San Pablo and Walnut Creek to launch www.cleanercontracosta.org. This web-platform provides resources to residents that are offered for their address. It allows for residents to easily find energy efficiency tools and rebates for their homes The city continues to promote the programs available through BayREN and EnergyUpgrade California, including a Nextdoor post on the Energy Efficient Toolkit available for check out through the County Library System Property Assessed Clean Energy (PACE) - Financing Legislation passed by the State of California, and approved by the City in 2015 now enables Antioch property owners to finance a wide range of energy and water efficiency upgrades by attaching PACE financing to their property tax bill. Upgrades such as solar installations, attic insulation, energy efficient windows, water-on-demand water heaters, grey water systems, and more are covered. Financing defers upfront costs, lowers energy bills, and allows homeowners easy financing with their property tax bill.  The City promotes PACE programs and all other energy efficiency and solar programs on the City website, through social media and on our local access channel. Nextdoor and Facebook posts in 2021 included holiday energy saving tips as well as easy things to do year round.
4.1.2 Water Conservation Program - ensure that new residential development meets City standards and guidelines for conserving water	Conservation of water resources	Ongoing	Antioch is operating under the State of CA Water Efficient Landscape Ordinance (WELO), and has tiered water rates for residential water. The City water department complied with the States drought regulations. Staff promotes a variety of workshops on water conservation, such as "Lose a Lawn, Gain a Garden" and all residents are eligible for Contra Costa Water District water conservation programs and rebates. Water customers receive information online, through our Recreation Guide and on their water bills. All new development projects are required to comply with WELO requirements.
4.1.3 Green Building Encouragement	Encourage green building practices in new and existing housing development and neighborhoods.	Ongoing	In addition to the efforts in 4.1.1, the City partnered with California Youth Energy Services to conduct 121 Green Home Site Visits at homes and apartments in Antioch over the summer of 2019, did outreach blitzes with PG&E to Antioch businesses on the East Bay Energy Watch program and participated as an outreach partner in the Sunshares program for discounted photovoltaic systems and electric vehicles.  However, these efforts, although funded, were suspended in 2020 & 2021 due to the restrictions imposed by the pandemic.
Goal 5	Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.	Ongoing	This is a housing element goal. Please see specific program implementation below.
Policy 5.1	Remove governmental constraints inhibiting the development of housing required to meet identified needs in Antioch.	Ongoing	This is a housing element policy . Please see specific program implementation below.
5.1.1 Maintain a Streamlined, Affordable Application Process	Minimize the costs of residential development within Antioch attributable to the time it takes to review development applications and plans.	Annual review, revisions as found appropriate	The Master Fee Schedule was reviewed in 2021 to ensure that it only recovers actual costs of providing services. The Schedule is reviewed on an annual basis, and is adopted by Council annually. The City augments its small planning and engineering staff with consultants to enable projects to move through the entitlement process quicker. CEQA is consistently the aspect of the entitlement process that increases the time it takes to review development applications.
5.1.2 Residential Development Impact Fee Ordinances	Continually ensure provision of adequate public facilities and services to new and existing residential development.	Ongoing	The City Council adopted new development impact fees at a lower rate for qualified Senior Housing.
5.1.3 Density Bonus Ordinance	Ensure that City density bonus provisions comply with State requirements.	Ongoing	The Zoning Ordinance was amended in 2014 to bring City into compliance with State law. Further modifications were made in 2020 to update the ordinance to mirror the State ordinance.
5.1.4 Pre-Application Conferences (continue)	Minimize development review time and costs for new residential projects.	Ongoing	Preapplication conferences at no cost to the applicant continue to occur for all affordable and market rate housing projects.
5.1.5 Development Standards Handouts: Regularly update handouts on development standards.	costs for new residential projects.	Ongoing	Handouts on development standards were updated in 2021. Handouts are available online and at City offices.
Goal 6	Provide equal housing opportunities for all existing and future Antioch residents.	Ongoing	This is a housing element goal. Please see specific program implementation below.
Policy 6.1.	Encourage and support the enforcement of laws and regulations prohibiting discrimination in lending practices and in the sale or rental of housing.	Ongoing	This is a housing element policy . Please see specific program implementation below.

### Table D

### Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

element.									
1	2	3	4						
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation						
6.1.1 Cooperative Association (Fair Housing and Tenant/Landlord Counseling)	City assistance to eliminate housing discrimination within the community.	Ongoing	The City coordinates with all CDBG jurisdictions to jointly offer Fair Housing and Tenant/Landlord Counseling program services, provided by Echo Housing, throughout Contra Costa. Antioch also funds Bay Area Legal Aid, These contracts are funded by CDBG and operate on a fiscal year basis.  In 2021, Antioch funded Fair Housing at \$25k and Tenant/ Landlord services at \$15k and \$30,000 to BayLegal for additional T/L & FH services. To help stem evictions and homelessness during the COVID-19 pandemic, the City allocated \$205,000 to ECHO Housing for Eviction Prevention services, legal services, Foreclosure Prevention services, and doubled the Tenant/Landlord Counseling budget. which it used to provide legal services to help prevent evictions. It also allocated amost \$1mi for tenant rental assistance. Most servces have been delivered by telephone or Zoom meetings with clients.  Fair Housing - The purpose of Fair Housing services is to end housing discrimination by providing discrimination investigations, counseling, mediation and advocacy, education and legal referrals, legal representation, and housing testing. Services included counseling on such issues as evictions, lockouts, mortgage foreclosure, repairs and habitability, security deposits, understanding lease terms, negotiating debt payment plans between landlords and tenants, and assisted tenants in public housing and those with Section 8 vouchers. In calendar year 2021, 30 Antioch residents received Fair Housing services. In addition, ECHO conducted testing at 9 apartment complexes in Antioch to assess for discrimination by race.  Tenant/Landlord - The purpose of Tenant/Landlord housing service is to provide housing counseling and legal services to Antioch tenants and/or landlords to preserve their rights and responsibilities under federal, state, and local housing laws, and to prevent evictions. In 2021, 157 Antioch residents received such services.						
		General Comme	nts:						

Jurisdiction	Antioch	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

# **ANNUAL ELEMENT PROGRESS REPORT**Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation
formulas

(CCR Title 25 §6202)

	Table E  Commercial Development Bonus Approved pursuant to GC Section 65915.7								
Project Identifier				nerciai Developi	Units Constructed as Part of Agreement				Commercial Development Bonus Date Approved
		1				2		3	4
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Very Low Low Moderate Above Moderate Income Income				Description of Commercial Development Bonus	Commercial Development Bonus  Date Approved
Summary Row: Star	t Data Entry Below								
					1				

Jurisdiction	Antioch	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

# ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

(CCR Title 25 §6202)

### Table F

### Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type						unit complies with subsection (c) of Government Code			
	Extremely Low-	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low- Income <sup>+</sup>	Very Low- Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS	Section 65583.1 <sup>+</sup>
	1	T.							
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Antioch	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

### ANNUAL ELEMENT PROGRESS REPORT

### Housing Element Implementation

(CCR Title 25 §6202)

				Table G		
	Locally Owned Lai	nds Included in the	Housing Element Sit	es Inventory that ha	ve been sold, leased, or other	wise disposed of
	Project Identifier					
	,	1		2	3	4
APN	Street Address	Project Name <sup>⁺</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: St	art Data Entry Below					

Jurisdiction	Antioch		
Reporting Period	2021	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field

Cells in grey contain autocalculation formulas

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

(CCR Title 25 §6202)

		(OOK THE 25					
		Table F					
		Locally Owned Su	rplus Sites	1	1	1	
	Parcel Identifier			Designation Size		Notes	
1	2	3	4	5	6	7	
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes	
Summary Row: Start	<u> </u>						
066-092-001	801 W 2nd Street	Vacant		Surplus Land	0.17	former hotel site	
066-102-004	908 W 2nd Street	Vacant		Surplus Land	0.69	may be subject to flooding	
066-061-009	I Street	Public Facilities		Surplus Land	0.39	Gravel parking lot	
066-061-010	l Street	Public Facilities		Surplus Land	0.18	Gravel parking lot	
066-164-014	E 8th Street and A Street	Vacant		Surplus Land	0.18		
066-162-008	E 7th Street and A Street	Vacant		Surplus Land	0.18	contains portion of public street	
066-123-020	W 4th Street and L Street	Vacant		Surplus Land	0.13	contains portion of public street	
066-123-014	W 4th Street and L Street	Vacant		Surplus Land	0.2	contains portion of public street	
066-123-009	W 5th Street and L Street	Vacant		Surplus Land	0.11	contains portion of public street	
066-126-001	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street	
066-126-002	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street	
066-126-003	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street	
066-126-004	W 5th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street	
066-126-005	W 6th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street	
066-128-001	W 6th Street and L Street	Vacant		Surplus Land	0.09	contains portion of public street	
066-128-002	W 6th Street and L Street	Vacant		Surplus Land	0.11	contains portion of public street	
066-217-008	901 L Street	Vacant		Surplus Land	0.06		
066-217-009	1017 W 9th Street	Vacant		Surplus Land	0.11		
067-341-027	Claudia Court	Vacant		Surplus Land	1.69	Caltrans remnant	
067-342-001	Fitzuren Road	Vacant		Surplus Land	0.54	Caltrans remnant	
067-342-002	Fitzuren Road	Vacant		Surplus Land	0.7	Caltrans remnant	
071-021-018	Fitzuren Road	Vacant		Surplus Land	0.27	Frontage parcel	
051-400-027 072-400-036	E 18th Street and Wilson St  Golf Course Road and Lone Tree Way	Vacant Other		Surplus Land Surplus Land	2.01	Greenbelt with	
066-055-001	2nd Street	Vacant		Surplus Land	1.38	possible utilities	
066-041-004	2nd Street 2nd Street	Vacant		Surplus Land Surplus Land	3.85		
					1		

Jurisdiction	Antioch	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	01/31/2015 - 01/31/2023

Building Permits Issued by Affordability Summary				
Income Level		Current Year		
Very Low	Deed Restricted	0		
Very Low	Non-Deed Restricted	12		
Low	Deed Restricted	0		
LOW	Non-Deed Restricted	19		
Moderate	Deed Restricted	0		
Iviouelate	Non-Deed Restricted	1		
Above Moderate		564		
Total Units		596		

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	341	564	347
2 to 4	0	0	2
5 +	0	0	0
ADU	0	32	18
MH	0	0	0
Total	341	596	367

Housing Applications Summary			
Total Housing Applications Submitted:	1		
Number of Proposed Units in All Applications Received:	440		
Total Housing Units Approved:	0		
Total Housing Units Disapproved:	0		

Use of SB 35 Streamlining Provisions				
Number of Applications for Streamlining	0			
Number of Streamlining Applications Approved	0			
Total Developments Approved with Streamlining	0			
Total Units Constructed with Streamlining	0			

Units Constructed - SB 35 Streamlining Permits					
Income	Rental	Ownership	Total		
Very Low	0	0	0		
Low	0	0	0		
Moderate	0	0	0		
Above Moderate	0	0	0		
Total	0	0	0		

Jurisdiction	Antioch	
Reporting Year	2021	(Jan. 1 - Dec. 31)

## ANNUAL ELEMENT PROGRESS REPORT Local Early Action Planning (LEAP) Reporting

(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount \$ 500,000.00 Total award amount is auto-populated based on amounts entered in rows 15-26.

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
1. Housing Element Updates	\$282,500.00	\$0.00	In Progress	REAP	
2.HE Zoning Ordinance Updates	\$86,000.00	\$0.00	In Progress	REAP	
3.Prohousing Policies	\$106,500.00	\$0.00	In Progress	None	
4.Grant Administration	\$25,000.00	\$0.00	In Progress	None	

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary				
Income Leve	Current Year			
Very Low	Deed Restricted	0		
Very Low	Non-Deed Restricted  Deed Restricted			
Low	Deed Restricted	0		
Low	Non-Deed Restricted	0		
Moderate	Deed Restricted	0		
Moderate	Non-Deed Restricted	0		
Above Moderate	341			
Total Units		341		

	Building Permits Issued by Affordability Summary			
•	Income Level			
	Vorulous	Deed Restricted	0	
	Very Low	Non-Deed Restricted	12	
)	Low	Deed Restricted	0	
	Low	Non-Deed Restricted	19	

Moderate	Deed Restricted	0
Moderate	Non-Deed Restricted	1
Above Moderate		564
Total Units		596

Certificate of Occupancy Issued by Affordability Summary			
Income Level		Current Year	
Very Low	Deed Restricted	0	
	Non-Deed Restricted	14	
Low	Deed Restricted	0	
	Non-Deed Restricted	5	
Moderate	Deed Restricted	0	
Moderate	Non-Deed Restricted	2	
Above Moderate		346	
Total Units		367	



# CITY OF ANTIOCH HOUSING SUCCESSOR TO THE REDEVELOPMENT AGENCY SB 341 ANNUAL REPORTING REQUIREMENT FOR FISCAL YEAR 2020-21, ENDING JUNE 30, 2021

This Housing Successor Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code Section 34176.1(f) and is dated March 25, 2021. This Report sets forth certain details of the housing activities of the City of Antioch, successor to the former Antioch Development Agency (ADA), during Fiscal Year 2020-21 year.

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law).

The following Report is based upon information prepared by Housing Successor consultants, from information obtained from City staff and legal council, and the independent financial audit of the Low and Moderate Income Housing Asset Fund. The Annual Comprehensive Financial Report for Fiscal Year 2020-21, was prepared by Badawi & Associates, CPAs, and is separate from this annual summary Report. This Report conforms with Section 34176.1(f) of the Dissolution Law, and is organized into section I. through XI.

This Report was provided to the Housing Successor's governing body. This Report and the former redevelopment agency's pre-dissolution Implementation Plans are available to the public on the City's website at: <a href="http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm">http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm</a>



1. Amount the City received: This section provides the amount the City received pursuant to subparagraph (A) or paragraph (3) of subdivision (b) of section 34191.4: repayments for loans between the City and former redevelopment agency allowed after the successor agency has been issued a finding of completion by the Department of Finance.

Low and Moderate Income Housing Fund Set Aside Deficit Repayment

258,822

2. Amount Deposited into LMIHAF: This section provides the total amount of funds deposited into the LMIHAF during the Calendar Year, distinguishing between amounts deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, amounts deposited for other items listed on the Recognized Obligation Payment Schedule (ROPS), and other amounts deposited.

Recognized Obligation Payment Schedule (ROPS) funding	258,822
Loan Payment (Eden, from surplus)	27,811
Loan Payoffs	443,980
Loan Interest Earnings/Shared Appreciation	210,748
Interest Earnings on Cash Balance	15,564
Other	0
Total Deposits	\$956,925

3. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year, distinguishing any amounts held for items listed on the ROPS from other amounts.

Cash	\$7,446,303
Restricted for Current Payables	\$120,254
Restricted for Encumbrances/Commitments	\$0
Anticipated Current Receivables	\$0
Available Cash Balance	\$7,326,049

4. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized by (A) for monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering the activities described in paragraphs (2) and (3) of subdivision (a), (B) for homeless prevention and rapid rehousing services for the development of housing described in paragraph (2) or subdivision (a), and (C) for the development of housing pursuant to paragraph (3) of subdivision (a).

(A) Monitoring & Administration Expenditures	\$126,649.12
(B) Homeless Prevention & Rapid Rehousing Services Expenditures	\$121,487.60
(C) Housing Development Expenditures	
Antioch Homeownership Program (AHOP) Administration	0
AHOP Loans Issued	0
Multi-Family Housing Loan Issued	
Housing Rehabilitation Loan Program Administration & loans	\$54,192.08
Housing Rehabilitation Loans Issued	1
Other (bad debt expense - Buffo)	\$2,400
Total LMIHAF Expenditures	\$ 304,728.80

The Housing Successor is allowed to spend up to the greater of \$223,400 (expenditure cap adjusted for 2020-21) or 2% of the value of the Housing Assets Portfolio (defined and calculated in Section 5) on Monitoring and Administration Expenditures. The total value of Antioch Housing Successor assets is \$13,059,609, and 2% of this value is \$261,192, which is the allowable amount for administrative expenditures and monitoring. The agency has spent significantly less than this on administration this year. Homeless prevention and rapid rehousing services expenditures may not exceed \$250,000 /year once obligations pursuant to Section 33413 and 33418 are fulfilled and the City met this test.

5. Statutory Value of Assets Owned by Housing Successor: This section provides the statutory value of real property owned by the Housing Successor, the value of loans and grants receivables, and the sum of these two amounts. Under the Dissolution Law and for the purposes of this Report, the "statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on the Housing Asset Transfer Schedule approved by the Department of Finance, as listed in such schedule under Section 34176(a)(2), the value of the properties transferred to the Housing Successor pursuant to Section 34181(f), and the purchase price of the property purchased by the Housing Successor.

Statutory Value of Real Property	\$0
Value of Loans Receivable	\$13,059,609
Value of Grants Receivable	\$0
Value of Deferred Set-Aside (owed to Housing Fund)	\$0
Total Value of Assets	\$13,059,609

**6. Description of Transfers:** This section describes any transfer to another housing agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

The Housing Successor did not make an LMIHAF transfer to other Housing Successor(s) under Section 34176.1(c)(2) to develop a joint project during the Fiscal Year 2020-21.

**7. Project Descriptions:** This section describes any project for which the Housing Successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule (ROPS) and the status of that project.

### None remaining

**8. Status of Compliance with Section 33334.16:** This section provides a status update on compliance with Section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update on the project is provided.

Not Applicable – no properties purchased using LMIHF prior to, or after, February 1, 2012.

**9. Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012, along with the Housing Successor's progress in meeting those prior obligations, if any, of the former redevelopment agency.

**Replacement Housing:** No Section 33413(a) replacement housing obligations were transferred to the Housing Successor according to the 2009-10 through 2015-16 City of Antioch Implementation Plan for the former Redevelopment Agency.

**10. Inclusionary/Production Housing:** No Section 33413(b) inclusionary/production housing obligations were transferred to the Housing Successor according to the 2009-10 through 2015-16 City of Antioch Implementation Plan for the former Redevelopment Agency. The former Redevelopment Agency's Implementation Plans are posted on the City's website at: <a href="http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm">http://www.ci.antioch.ca.us/citygov/finance/econdev/default.htm</a>.

Income Targeting Test: Section 34176.1(a)(3)(A) states that all funds remaining after the monitoring and administration and homeless prevention and rapid rehousing services expenditures are deducted must be used for the development of housing affordable to and occupied by households earning 80% or less of the area median income (AMI), with at least 30% of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30% or less of the AMI and no more than 20% of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI. The Housing Successor must demonstrate in the 2019 annual report, and every five years thereafter, that the Housing Successor's expenditures from January 1, 2014 through the end of the latest fiscal year covered in the report comply with these requirements.

If the Housing Successor fails to comply with the Extremely-Low Income requirement in any five-year period, then the Housing Successor must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Successor demonstrates compliance with the Extremely-Low Income requirement.

If the Housing Successor exceeds the expenditure limit for households earning between 60% and 80% of the AMI in any five-year report, the Housing Successor shall not expend any of the remaining funds for households earning between 60% and 80% of the AMI until the Housing Successor demonstrates compliance with this limitation in an annual report.

For purposes of this calculation, 'development' means new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, acquisition of long-term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years.

For informational purposes, the following provides the Housing Successor's Extremely-Low Income Housing Test as of Fiscal Year 2020-21:

Fiscal Year Type Description		Amount	Households Assisted by % of AMI			
		Expended	0-30%	31-50%	51-80%	
2014-15	Rent Subsidy	Senior mobile home park	97,540.30	46,748.38	30,991.68	19,800.24
		Total Expenses 2014-15:	97,540.30	46,748.38	30,991.68	19,800.24
2015-16	Rent Subsidy	Senior mobile home park	80,893.68	33,545.28	28,409.04	18,939.36
		Total Expenses 2015-16:	80,893.68	33,545.28	28,409.04	18,939.36
2016-17	Rent Subsidy	Senior mobile home park	75,922.56	26,211.36	29,826.72	19,884.48
	Loan	Tabora Gardens - Senior, Veteran & Homeless Housing	600,000.00	216,000.00	384,000.00	0.00
		Total Expenses 2016-17:	675,922.56	242,211.36	413,826.72	19,884.48
2017-18	Rent Subsidy	Senior mobile home park	17,850.84	5,649.00	8,134.56	4,067.28
	Homeownership	Down payment assistance	20,457.00	0.00	0.00	20,457.00
		Total Expenses 2017-18:	38,307.84	5,649.00	8,134.56	24,524.28
2018-19	Homeownership	Down payment assistance	50,776.00	0.00	0.00	50,776.00
•		Total Expenses 2018-19:	50,776.00	0.00	0.00	50,776.00
2019-20	Homeownership	Down payment assistance	19,688.00	0.00	0.00	19,688.00
	Housing Rehabilitation	Habitat Housing Rehab	35,760.54	35,760.54	0.00	0.00
		Total Expenses 2019-20:	55,448.54	35,760.54	0.00	19,688.00
2020-21	Housing Rehabilitation	Habitat Housing Rehab	35,760.54	35,760.54	0.00	0.00
		Total Expenses 2020-21:	35,760.54	35,760.54	0.00	0.00
	MIHAF spent on houseloes not include Admin & F		1,034,649.46	399,675.10	481,362.00	153,612.36
Total % of LMIHAF spent on households to date:			100%	39%	47%	15%
Total \$ LMIHAF spent on households 5 years (16–17 to 20-21):  Total % of LMIHAF spent on households to date:			910,406.96	373,572.92	421,961.28	114,872.76
			100%	41%	46%	13%
				At least 30%		At most 20%

As illustrated in the chart above, the Housing Successor is in compliance with the 2020-21 Income Targeting Test.

11. Senior Housing Test: The Housing Successor is to calculate the percentage of units in deed-restricted rental housing that is restricted to seniors and assisted by the Housing Successor, the former redevelopment agency, and/or the City, within the previous 10 years, in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Successor, the former redevelopment agency, and/or the City, within the same period. If this percentage exceeds 50%, then the Housing Successor cannot expend future funds in the LMIHAF to assist additional senior housing units until the Housing Successor or City assists, and construction has commenced, on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Successor's Senior Housing Test for the 10-year period of FY 2010-11 to 2020-21:

Housing Development Name & Address	Date Assisted	# Units Senior	# Units Family
Tabora Gardens (85 units, 84 affordable, completed construction May 2018)	6/1/2011 & 2016	84	0
TOTA	L ASSISTED UNITS	84	0
		Senior	Family
		Total U	nits = 84
SENIOR HOUSING PERCENTAGE		100%	

The previous new family housing construction was in 2007 and fell off of the 10-year testing window several years ago. The only remaining project was senior housing in 2011, so the City does not meet this test.

12. Excess Surplus Test: This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Successor has had excess surplus, and the Housing Successor's plan for eliminating the excess surplus. Excess Surplus is defined in Section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Successor's preceding four Fiscal Years, whichever is greater.

The amount deposited in the preceding four years **from loan payoffs** (not tax increment deposits) as reported in #2, "Amount Deposited into LMIHAF" is as follows:

2020-21 - \$ 682,539 2019-20 - \$ 49,130 2018-19 - \$ 2,846,835 2017-18 - \$ 109,752 **TOTAL:** \$3,688,256

The LMIHAF balance FY 2020-21 was \$7,326,049 (see Section 3), and the total deposited into the LMIHAF in the preceding four years was \$3,688,256; therefore, the amount of excess surplus is \$3,637,793. The City plans to expend the excess surplus in the next two years with approximately

\$1,000,000 going to Housing Rehabilitation and a \$3,000,000+ investment in 30-50 units for homeless persons at 0-30% AMI in conjunction with the Contra Costa Homeless Continuum of Care on a 5-acre site the City provided to the County for \$1 to develop deeply affordable micro units and studio housing with services for persons who are homeless. The COVID-19 pandemic brought this project to a standstill, but we are very hopeful that progress will resume this year.

- 13. Inventory of Assisted Units: This section provides an inventory of the homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to adopted programs that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of section 33334.3 This inventory shall include:
  - a) Number of Units There are 10 homeowners with down payment assistance loans, and 10 homeowners with housing rehabilitation loans, for a total of 20 homeowners who have a loan with the former Redevelopment Agency/Housing Successor.
  - b) Number of Units Lost In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of units lost to the portfolio since the last fiscal year and the reason for those losses. Records show that 8 single family loans totaling \$345,026 have been lost to the portfolio since February 2012. The main reasons have been divorce and/or bankruptcy, resulting in foreclosures and short sales. No loans were lost last year.
  - c) Installment payments and loan payoffs Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund. During FY 2020-21, the Housing Successor received \$27,811 as an installment payment on a multifamily loan. The Housing Successor had 11 loans paid in full during the fiscal year. The loan payoff amounts (principal and interest or shared appreciation) was \$654,728 received by the City. (see #2)
  - d) Management of Units Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity. The Housing Successor performs these services in-house, with assistance from the City's CDBG/Housing Consultant Teri House.

\* \* \*

If you have any questions about this report, please contact Teri House: CDBG@ci.antioch.ca.us.



### **2021 GENERAL PLAN ANNUAL REPORT**

California Government Code Section 65400 mandates that cities and counties submit an annual progress report (APR) on the General Plan and progress on its implementation to City Council, the Governor's Office of Planning and Research (OPR) and the Housing and Community Development Department (HCD) each year. This document fulfills that mandate and was reviewed by the City Council at its meeting of March 22, 2022.

The main purpose of the APR is to provide City Council with an update of the City's progress in implementing its General Plan vision. This annual assessment grants to City Council an opportunity to adjust or modify its policies or approach to implementation to ensure that the City meets its stated vision. A secondary purpose of the APR is to fulfill housing element statutory requirements regarding the City's progress in meeting its share of regional housing needs and its efforts to remove governmental constraints to the development of housing in accordance with Government Code Section 65584.3(c) and 65584.5(b)(5). These have separate reporting requirements and forms, which have been submitted electronically by the City prior to April 1st of each year. To assist in the review of the General Plan Progress Report, this report presents the following information:

- I. General Plan Background
- II. Amendments to the General Plan adopted by the City in 2021
- III. Proposed General Plan Amendments

### I. GENERAL PLAN BACKGROUND

The City of Antioch General Plan establishes the fundamental policy framework to guide decisions related to land use and development, public services and facilities, public safety, resource management, recreation, and the overall health and quality of life in the community. The General Plan presents a vision for the City's future, and embodies goals, policies, and strategies to turn that vision into a reality.

The City of Antioch adopted a comprehensive update to the General Plan on November 24, 2003 after an extensive community participation effort. State law requires that the General Plan include seven mandatory elements (Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety) but allows flexibility in how each local jurisdiction structures these elements. The City of Antioch General Plan contains these seven mandatory elements, in either their own chapter or within another chapter, as well as three "optional" elements (Public Services and Facilities, Growth Management, Economic Development) that, once adopted, have the same force and effect as policies related to the General Plan elements required by the State. The City of Antioch General Plan elements are as follows:



- Community Vision
- Growth Management
- Land Use
- Community Image and Design
- Economic Development
- Circulation
- Public Services and Facilities
- Housing
- Resource Management
- Environmental Hazards

Each of these elements describes its purpose, its goals, objectives and policies. Each of these elements functions as a guide to the type of community Antioch desires for its future and provides the means by which that desired future will be obtained. The General Plan expresses in the form of text, maps and illustrations, the organization of physical, environmental protection, economic, and social activities sought by the community in order to create and maintain a healthful, functional, and desirable place in which to live.

### II. AMENDMENTS TO THE GENERAL PLAN ADOPTED BY THE CITY IN 2021

State law allows the General Plan to be amended four times annually. This allows the General Plan to remain a current document responsive to the community's needs. Requests for amendments may be submitted by individuals or initiated by the City. One amendment to the City of Antioch General Plan was processed in 2021 and is listed in Table 1.

Table 1 2021 Proposed Amendments to the General Plan					
Amendment Request	Action	Applicant	Description		
Creekside/Vineyards at Sand Creek (GP-20-01)	Approved by City Council on March 23, 2021	GBN Partners, LLC.	1. A proposed General Plan amendment to the Sand Creek Focus Area of the General Plan to change the land use designations of the site from Open Space/Senior Housing and Hillside, Estate and Executive Residential/Open Space to Medium Low Density Residential/Open Space. In addition, the text of the General Plan is being modified to allow single		



Table 1				
2021 Proposed Amendments to the General Plan				
Amendment Request Action Applicant Description				
			family units on small lots	
			that are not age-restricted.	

### III. FUTURE PROPOSED GENERAL PLAN AMENDMENTS

In the next year or two, there are multiple General Plan amendments that are proposed or will need to be prepared for consideration by City Council, pursuant to State law. These amendments include:

- **Update the Housing Element:** The most recent Housing Element update covers the planning period from January 31, 2015, through January 31, 2023. A new Housing Element update began in 2021 and is expected to be completed by January 2023.
- **Environmental Justice and Safety Elements:** These new elements are being drafted concurrent with the Housing Element update pursuant to State Law.
- **SB 2 Planning Grant:** The City of Antioch received approval of its SB2 Planning Grant Program application from the Department of Housing and Community Development on March 10, 2020. The SB2 Planning Grant activities will update the city's General Plan and Zoning Ordinance to create policies and objective design standards for infill, high density housing in targeted commercial properties that are partially built or struggling. Grant activities commenced mid-2020 and will be completed in 2022.
- Comprehensive General Plan Update: The City's General Plan was adopted in 2003 and
  was proposed to have a lifespan of 25 years. The City recently released an RFQ for
  consultant services to solicit proposals for a comprehensive General Plan update. The City
  anticipates the comprehensive General Plan update process commencing in late 2022 or
  early 2023 with the goal of completing the new General Plan in two to five years.
- **Su Property (GP-20-03):** A proposed General Plan amendment to the land use element to change a land use designation from single family residential to medium/high density residential to allow a Planned Development for 126 unit multifamily project. The City Council approved this project on January 25, 2022.
- United Pacific Gas Station (GP-21-01): A proposed General Plan amendment to the land use element to change a land use designation from commercial office to convenience commercial to allow the development of a gas station/convenience store/car wash.



### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Thomas Lloyd Smith, City Attorney 745

**SUBJECT:** AB 361: Resolution Making Findings Necessary to Conduct Brown

Act Meetings by Teleconference for the City Council, Boards,

Commissions, and Committees

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt the resolution authorizing remote teleconference/virtual meetings of the legislative bodies of the City of Antioch, which includes the City Council, boards, commissions, and committees.

### FISCAL IMPACT

There is no anticipated direct or indirect fiscal impact as a result of this item.

### **DISCUSSION**

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state and local health officials are still recommending measure to promote social distancing (as described in the attached Resolution), the City's legislative bodies, which include the City Council, boards, commissions, and committees can continue to meet while providing access to the public via teleconference. This resolution makes the findings required by AB 361, and would apply Citywide – i.e., not just to the City Council but to all City commissions and committees subject to the Brown Act as well. Staff requests passage of the attached resolution, which enables "hybrid meetings" including in-person and teleconference public participation or virtual meetings via teleconference for the City Council, boards, commissions, and committees.

Under this resolution, City Council, commissions, boards, and committees can continue holding virtual meetings or hybrid meetings in compliance with the following more flexible standards:

 The City is not required to provide a physical location for the public to attend or provide comments.



- Public access to the meeting via a call-in or an internet-based service option must be allowed, but the City is not required to have members of the public attend at each teleconference location.
- The City is only required to notice and post an agenda in accordance with the Brown Act provisions for in-person meetings. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.
- When notice of the time of the teleconferenced meeting given or the agenda for the meeting is posted, the City shall also give notice of the means by which members of the public may access the meeting and offer public comment.
- The City must provide an opportunity for the public to address and offer comment in real time and cannot require all public comments to be submitted in advance of the meeting.

### **ATTACHMENTS**

A. Resolution

### **RESOLUTION NO. 2022-XX**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH MAKING THE REQUIRED FINDINGS TO AUTHORIZE REMOTE TELECONFERENCE/VIRTUAL MEETINGS OF THE LEGISLATIVE BODIES OF THE CITY OF ANTIOCH FOR A PERIOD OF THIRTY DAYS PURSUANT TO BROWN ACT PROVISIONS

**WHEREAS**, the City of Antioch is committed to preserving and nurturing public access and participation in public meetings under the Ralph M. Brown Act;

**WHEREAS**, all meetings of the City's legislative bodies, which includes the City Council, boards, commissions, and committees, are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), such that any member of the public may attend, participate, and watch the City's legislative bodies conduct their business;

**WHEREAS**, as recently amended by AB 361, Government Code section 54953(e) of the Brown Act makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions;

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558;

**WHEREAS**, it is further required that state or local officials have recommended or imposed measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees;

**WHEREAS**, such conditions now exist in the City; specifically, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency, and such proclamation remains in effect and has not been rescinded or cancelled;

WHEREAS, Cal-OSHA's Emergency Temporary Standards include measures to promote social distancing, such as (1) requiring employers to provide training as to "the fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing, face coverings, increased ventilation indoors, and respiratory protection decrease the spread of COVID-19"; (2) requiring employees, when eating or drinking, to be "at least six feet apart"; and (3) requiring certain employees without face coverings to "be at least six feet apart from all other persons unless the unmasked employee is either fully vaccinated or tested at least weekly for COVID-19";

**WHEREAS**, the Sacramento County Public Health Officer's Order, dated July 29, 2021, requires unvaccinated person to follow all CDC guidance for unvaccinated people, which, in turn, requires people to stay six feet away from others;

**WHEREAS**, the City Council does hereby find that all of the legislative bodies of the City shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

**WHEREAS**, the City will provide live call-in and/or internet service-based option for remote public participation and will provide notice for such participation in the agendas posted in advance of the meetings.

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

**Section 1.** Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2.** <u>Findings</u>. The City Council hereby finds that, as set forth above, due to the novel coronavirus there has been declared a State of Emergency by the Governor of the State of California and that state and local officials are recommending or imposing measures promote social distancing.

**Section 3.** Remote Teleconference Meetings. The City Manager and City Attorney are hereby authorized and directed to take all actions necessary to conduct open and public meetings for all the legislative bodies of the City in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 4.** Effective Date of Resolution. This Resolution shall be effective immediately upon its adoption and shall remain in effect until the earlier of 30 days from the effective date of this Resolution, or such time the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City may continue to teleconference.

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 22<sup>nd</sup> day of March, 2022 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH



#### STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of March 22, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Edrees Argand, Assistant Engineer EA

**REVIEWED BY:** 

Carlton Thompson, Assistant City Engineer

APPROVED BY:

John Samuelson, Public Works Director/City Engineer

SUBJECT:

Consideration of Bids for the Antioch Rivertown Gateway Sign

(P.W. 679-2)

#### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1. Approving an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the Antioch Rivertown Gateway Sign Project in the amount of \$40,000 from the Streets Division General Fund and \$40,000 from the General Fund for a total increase of \$80,000:
- 2. Awarding the construction agreement to the lowest, responsive, and responsible bidder, Corporate Sign Systems;
- 3. Approving the construction agreement with Corporate Sign Systems in the amount of \$237,297.53 in substantially the form included in Exhibit A to the Resolution (Attachment "A"); and
- 4. Authorizing the City Manager to execute the construction agreement with Corporate Sign Systems for a total amount of \$237,297.53.

#### FISCAL IMPACT

Adoption of this resolution will increase the fiscal year 2021/22 Capital Improvement Budget by \$40,000 from the Streets Division General Fund and \$40,000 from the General Fund for a total project budget of \$320,000. The total budget includes project design, construction engineering and management, inspection, testing and contract administration of the Antioch Rivertown Gateway Sign ("Project").

#### DISCUSSION

On March 1, 2022, three (3) bids were received and opened, as shown on the attached tabulation. The low bid was submitted by Corporate Sign Systems ("CSS") of Santa Clara

in the amount of \$237,297.53. The bids have been checked and found to be without errors or omissions.

This project will consist of furnishing and installing an internally illuminated two-sided Rivertown gateway sign spanning West Second Street slightly west of E Street. Additional work to be performed under this contract includes construction of reinforced concrete footings, removal and replacement of concrete flatwork and brick pavers and performing all electrical connections.

On March 8, 2022, Zara Construction Group ("Zara") submitted a bid protest (Attachment C) claiming that CSS would not be able to successfully perform its duties on this project, while fulfilling its obligations with the required licensing mentioned in the contract documents. The contract documents state that Bidders bidding as the prime Contractor shall possess a valid California Contractor's license C-45 Signage and C-10 Electrical at the time of contract award and throughout the contract term. California Contractor's General Engineering License "A" or General Building Contractor License "B" are allowed, provided C-45 Signage and C-10 Electrical subcontractors are used.

Staff has reviewed CSS's bid, met with the contractor and determined that although CSS does not possess a C-10 Electrical contractor's license, CSS does have a C-10 Electrical contractor as a subcontractor. Following consultation with the Director of Public Works/City Engineer, staff recommends rejecting Zara's bid protest and award of the project to the lowest, responsive and responsible bidder, CSS in an amount of \$237,297.53.

#### **ATTACHMENTS**

A: Resolution

B: Bid Tabulation

C: Bid Protest from Zara Construction Group

#### **ATTACHMENT "A"**

#### RESOLUTION NO. 2022/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AN AMENDMENT TO INCREASE THE FISCAL YEAR 2021/22 CAPITAL IMPROVEMENT BUDGET, AWARDING THE CONSTRUCTION AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CORPORATE SIGN SYSTEMS FOR THE ANTIOCH RIVERTOWN GATEWAY SIGN P.W. 679-2

**WHEREAS**, the Consideration of Bids for the Antioch Rivertown Gateway Sign ("Project") was published and advertised in the East Bay Times on February 5, 2022 and February 7, 2022, and a Notice to Contractors was sent to the construction trade journals;

WHEREAS, on March 1, 2022, three (3) bids were received for the Project;

**WHEREAS**, the City Council has considered an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the Project in the amount of \$40,000 from the Streets Division General Fund and \$40,000 from the General Fund for a total increase of \$80,000;

WHEREAS, the City Council has considered awarding the Project construction agreement ("Agreement") to the lowest, responsive, and responsible bidder, Corporate Sign Systems ("CSS");

**WHEREAS**, the City Council has considered approving the Agreement with CSS in the amount of \$237,297.53 in substantially the form included in Exhibit A; and

**WHEREAS**, the City has considered authorizing the City Manager to execute the Agreement with CSS for a total amount of \$237,297.53.

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

- 1. Approves an amendment to increase the fiscal year 2021/22 Capital Improvement Budget for the Antioch Rivertown Gateway Sign Project in the amount of \$40,000 from the Streets Division General Fund and \$40,000 from the General Fund for a total increase of \$80,000;
- 2. Awards the construction agreement to the lowest, responsive, and responsible bidder, Corporate Sign Systems;
- 3. Approves the construction agreement with Corporate Sign Systems in the amount of \$237,297.53 in substantially the form included in Exhibit A; and
- 4. Authorizes the City Manager to execute an agreement with Corporate Sign Systems in the amount of \$237,297.53 in a form approved by the City Attorney.



RESOLUTION	NO.	2022/**
March 22, 2022	2	
Page 2 of 2		

City Council of the City of Antioch at a re	ioing resolution was passed and adopted by the egular meeting thereof, held on the 22nd day of
March 2022, by the following vote:	
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER

CITY CLERK OF THE CITY OF ANTIOCH



#### **EXHIBIT "A"**

#### **AGREEMENT**

THIS AGREEMENT, made and entered into this 22nd day of March, 2022 by and between CORPORATE SIGN SYSTEMS, hereinafter called "CONTRACTOR" and the CITY OF ANTIOCH, hereinafter called the "CITY."

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

#### 1. SCOPE OF WORK

The work consists, in general, of furnishing all materials, labor, tools, supplies, equipment, transportation and superintendence necessary to perform the work required for **P.W. No. 679-2**. The work is more fully described in the Description of Project, Construction Details and Plans contained in the Contract Documents. The Contract Documents are defined below in Section 4 of this Agreement.

#### 2. TIME OF COMPLETION

After this Agreement has been executed by the parties, the CONTRACTOR shall begin work within ten (10) calendar days after the effective date of the Notice to Proceed and shall diligently prosecute all of the work under this Agreement in all parts and requirements as defined in the Contract Documents. All work under this Agreement shall be completed no later than June 24, 2022.

#### 3. TOTAL BID PRICE

The CONTRACTOR shall faithfully perform all of the work hereunder for the Contract Price of <u>Two hundred thirty-seven thousand</u>, <u>two hundred ninety-seven dollars and fifty-three cents (\$237,297.53)</u>, payable by the CITY to the CONTRACTOR at the time and in the manner provided in the Contract Documents.

#### SCHEDULE OF BID PRICES FOR ANTIOCH RIVERTOWN GATEWAY SIGN P.W. 679-2

Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
1.	LS	1	Mobilization/Fencing/Restroom, complete in place for the lump sum price		
				\$ 9,800.00	\$ 9,800.00
2.	EA	2	Demo/Brick Pavement Removal, complete in place for the unit price per each		
				\$ 2,100.00	\$ 4,200.00
3.	EA	2	Excavate Foundation Hole, complete in place for the unit price per each		
				\$ 2,300.00	\$ 4,600.00



Item No.	Unit	Quantity	Description	Unit Price	Extended Amount
4.	EA	2	Rebar Cage/Sign Post/Concrete Fill, complete in place for the unit price per each	\$ 3,200.00	\$ 6,400.00
5.	SF	80	Concrete Base w/ Brick Veneer, complete in place for the unit price per square foot	\$ 162.00	\$ 12,960.00
6.	SF	40	Brick Pavement Patching, complete in place for the unit price per square foot	\$ 130.00	\$ 5,200.00
7.	LS	1	Electrical Hookup, complete in place for the lump sum price	\$ 4,500.00	\$ 4,500.00
8.	LS	1	Sign Fabrication, complete in place for the lump sum price	\$ 143,000.00	\$ 143,000.00
9.	LS	1	Traffic Control and Pedestrian Safety, complete in place for the lump sum price	\$ 9,000.00	\$ 9,000.00
10.	LS	1	Sign Delivery/Installation, complete in place for the lump sum price	\$ 35,600.00	\$ 35,600.00
- 11.	EA	1	Site Cleanup, complete in place for the unit price per each	\$ 2,037.53	\$ 2,037.53
			TOTAL BID PRICE	\$237,	297.53

#### 4. <u>COMPONENT PARTS</u>

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

- A. Agreement
- B. Notice Inviting Bids
- C. Description of Project
- D. General Conditions (2006 Caltrans Standard Specifications)
- E. Special Provisions
- F. Construction Details
- G. Contract Plans
- H. Addenda No. (N/A)



- Performance Bond
- J. Payment bond
- K. Bid Forms

#### 5. SERVICE OF NOTICE

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

#### 6. <u>GOVERNING LAW</u>

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

CITY:

City of Antioch

Capital Improvements

200 "H" Street P. O. Box 5007

Antioch, CA 94531-5007

CONTRACTOR:

Corporate Sign Systems

Attn: Danny Moran

2464 De La Cruz Boulevard Santa Clara, CA 95050

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



#### CONTRACTOR:

## CORPORATE SIGN SYSTEMS Name Under Which Business is Conducted

The undersigned certify that they sign this Agreeme	ent with full and proper authorization so to do
*By:	-
Title:	-
Ву:	·
Title:	
* If CONTRACTOR is a corporation, this Agreement corporation, consisting of: (1) the President, Vice Secretary, Assistant Secretary, Treasurer or Chief Agreement may be executed by a single officer of evidence satisfactory to the CITY is provided dented bind the corporation (e.g. — a copy of a certified CITY OF ANTIOCH, CALIFORNIA A Municipal Corporation	President, or Chair of the Board; and (2) the of Financial Officer. In the alternative, this or a person other than an officer provided that nonstrating that such individual is authorized
By: Cornelius H. Johnson, Interim City Manager	
By: Elizabeth Householder, City Clerk	
APPROVED AS TO FORM:	
By: Thomas Lloyd Smith, City Attorney	



# ATTACHMENT "B"

#### CITY OF ANTIOCH

#### TABULATION OF BIDS

JOB TITLE:

Antioch Rivertown Gateway Sign (P.W. 679-2)

BIDS OPENED: March 1, 2022 ~ 2:00 p.m. City Hall Council Chambers

	Engineer's Estimate	Corporate Sign Systems Santa Clara	Golden Gate Sign Concord	Zara Construction Sacramento	
TOTAL BID PRICE	\$275,000.00	\$237,297.53	\$250,547.70	\$324,000.00	

#### SUBCONTRACTORS

Corporate Sign Systems	Golden Gate Sign	Zara Construction	
<u>None</u>	None Listed (30%) LK Hunt Construction	Sign Fabrication Arrow Sign Company <u>Electrical</u> Brady Electric	

#### ATTACHMENT "C"



#### ANTIOCH RIVERTOWN GATEWAY SIGN (P.W. 679-2) BID PROTEST

Dear Lori Medeiros, City of Antioch Public Works Department,

Please enter this formal bid advisory against the above-noted contractor as a matter of public record and circulate to the City's Council Members. We respectfully request that the Corporate Sign Systems, Inc. bid be rejected and the next qualified bidder's proposal be awarded.

The bid provided to your offices by Corporate Sign Systems, Inc. signifies that the contractor would not be able to successfully perform its duties on the above project, while fulfilling its obligations with the required licensing mentioned in the bid Request for Quotation.

## • FAILURE TO COMPLY WITH LICENSE REQUIREMENTS SET FORTH BY THE CITY OF ANTIOCH FOR WORK ON THIS PROJECT (ANTIOCH RIVERTOWN GATEWAY SIGN)

The contract documents for this specific project requires that the contractor submitting the bid be a licensed C-45 Signage and C-10 Electrical contractor at the time of the bid. Furthermore, the contract states that a licensed A or B contractor would be acceptable provided C-45 and C-10 licensed subcontractors are used.

Based on public data available through the California State Licensing Board, the apparent low bidder, Corporate Sign Systems, Inc., has failed to meet these requirements. Corporate Sign Systems, Inc. has only a C-45 Signage license, failing to meet the contract obligation of an accompanied C-10 Electrical license. Furthermore, Corporate Sign Systems, Inc. has not listed any subcontractors with this license criteria or any subcontractor in general on their bid.

Zara Construction followed the requirements set forth in this contract as a licensed B contractor by listing verifiable subcontractors with the needed C-45 and C-10 licenses to perform the work constituted in the contract documents.

Please contact our office with questions, comments, or clarifications.

Sincerely,

Atif Zahoor

President/CEO

Zara Construction



 $C\lambda$ 



#### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 22, 2022

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

**SUBJECT:** Marina Office Space Lease: Approve and Authorize the Execution

of a New Lease Agreement with Twin Rivers Marine Insurance

Agency for a Term of Five (5) Years

#### RECOMMENDED ACTION

It is recommended that the City Council adopt a resolution:

- 1. Approving a new lease agreement for Office Space at the Antioch Marina with Twin Rivers Marine Insurance Agency for a term of five (5) years; and
- 2. Authorizing the City Manager to execute the new Lease Agreement with Twin Rivers Marine Insurance Agency in substantially the same form as presented in Attachment B.

#### FISCAL IMPACT

This lease agreement provides income to the Antioch Marina which helps to pay for ongoing operational Marina expenses. Twin Rivers Marine Insurance Agency ("Twin Rivers") will continue to pay a monthly rate of \$2,980.50. On July 1st of each year of this five (5) year lease agreement, the rent shall have an annual increase no less than one percent (1%) or more than five percent (5%) as determined by the Consumer Price Index.

#### DISCUSSION

Gary Clausen, with Twin Rivers, has leased different office spaces at the Antioch Marina since 1993. Twin Rivers currently rents office spaces #3 and #7 at the Antioch Marina. Twin Rivers has been a stable complement to the City's overall Marina Operation and a resource for current and potential Marina customers.

#### **ATTACHMENTS**

A. Resolution

B. Lease Agreement

#### **ATTACHMENT "A"**

#### **RESOLUTION NO. 2022/\*\***

# RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW LEASE AGREEMENT FOR A TERM OF FIVE (5) YEARS WITH TWIN RIVERS MARINE INSURANCE AGENCY AT THE ANTIOCH MARINA

WHEREAS, Twin Rivers Marine Insurance Agency ("Twin Rivers") has been a tenant at the Antioch Marina for over 25 years; and

**WHEREAS**, the income from this "Lease Agreement" with Twin Rivers is beneficial to the economic viability of the Antioch Marina.

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

- 1. Approves a new lease agreement for Office Space at the Antioch Marina with Twin Rivers for a term of five (5) years; and
- 2. Authorizes the City Manager to execute the new Lease Agreement with Twin Rivers Marine in substantially the form as presented in Attachment B and as 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 22<sup>nd</sup> day of March 2022, by the following vote:

AYES:

NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

#### ATTACHMENT "B"

# LEASE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TWIN RIVERS MARINE INSURANCE AGENCY

THIS LEASE AGREEMENT (the "Lease") is made and entered into by and between the City of Antioch ("Landlord") and Twin Rivers Marine Insurance Agency, Inc., a California corporation ("Tenant"), under the following terms and conditions:

- 1. <u>Introduction</u>. Landlord owns the Antioch Marina described as Parcel B shown on the Parcel Map filed April 3, 1989 in Book 139 of Parcel Maps, Page 12, Contra Costa County Records ("Property"). The Property is improved with that certain building commonly known as the Antioch Marina Harbor Masters Building and other improvements.
- 2. <u>Description of the Leased Premises</u>. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord a portion of the Property known as the northern area (ground level) of the Antioch Marina Harbor Masters Building, more commonly designated as Unit #3 (approximately 608 square feet) and Unit #7 (approximately 1028 square feet) at Marina Plaza, Antioch California 94509-7905 (the "**Premises**").
- 3. Term, Occupancy, Extension & Termination for Public Purpose.
- a. <u>Term.</u> The term of this Lease shall commence on January 1, 2022 (the "Commencement Date"), and shall expire on December 31, 2027 ("Expiration Date").
- b. <u>Occupancy</u>. Tenant has been in occupancy of the Premises under a prior lease, and subsequent month-to-month tenancy, which lease and tenancy are hereby terminated by the execution of this Lease (except for such provisions which expressly survive). Tenant shall ensure compliance with Section 19 (Insurance), as of the Commencement Date of this Lease.
- c. <u>Request to Extend Lease</u>. Tenant shall provide written notice to Landlord one hundred twenty (120) days prior to the Expiration Date if Tenant desires to extend this Lease. Any extension of the Lease shall be at Landlord's sole discretion.
- d. <u>Termination</u>. In addition to any other right to terminate for default as specified in this Lease, Landlord may terminate this Lease on sixty (60) days' written notice if Landlord requires the Premises for a public purpose. Tenant may terminate the lease on sixty (60) days' written notice if tenant requests.
- 4. Rent. The initial annual rent during the term of this Lease shall be \$2,980.50 per month, subject to increase as provided in Section 4(e) below ("Rent").
- a. <u>Payment.</u> Tenant shall, commencing on the Commencement Date and continuing thereafter on the first day of each and every month during the term of this Lease, pay to Landlord in advance, the Rent, without setoff, deduction or demand. If possession is taken on other than the first of the month, rent shall be prorated accordingly based on a 30-day month.

- b. <u>Late Charge</u>. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this Lease. If any installment of rent due from Tenant is not received by Landlord within fifteen (15) days after it becomes due, Tenant shall pay to Landlord an additional sum of 5% of the overdue rent as a late charge. The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord.
- c. <u>Interest on Unpaid Rent</u>. Rent or other charges under this Lease not paid within fifteen (15) days of the date due shall, in addition to any late charges under Section 4(a) above, bear interest at the lesser of the maximum legal rate or 8% per annum from the date due until paid.
- d. <u>Holdover</u>. Tenant shall not hold over after the expiration or earlier termination of the term hereof without the express prior written consent of Landlord. Acceptance of rent is not Landlord's consent to holdover. Without Landlord's express consent Tenant shall become a tenant at sufferance only at a rental rate equal to 150% of the rent in effect upon the date of such expiration. Acceptance by Landlord of rent after such expiration or earlier termination shall not constitute a holdover hereunder or result in a renewal. The foregoing provisions of this Section 4 are in addition to and do not affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease, Tenant shall indemnify, protect, defend and hold Landlord harmless from all loss or liability, including without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender. Such indemnity shall survive the expiration of this Lease.
- e. <u>Annual Adjustment</u>. Beginning on the first anniversary of the Commencement Date, Rent shall increase annually at the end of each 12-month period by any increase in the Consumer Price Index ("CPI") as determined by the U.S. Bureau of Labor Statistics for all Urban Consumers for the San Francisco/Oakland/San Jose Metropolitan Area over the previous year, but in no event less than one percent (1%) or more than five percent (5%).
- 5. <u>Place of Payment of Rent</u>. Rent and all other sums which shall become due under this Lease, including but not limited to late charges and additional rent, shall be payable by hand delivery or mailed to Accounts Receivable, City Hall, City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007. Mailed payments must be received (not postmarked) by Landlord by the date due.

#### Condition of, and Improvements to, Premises.

- a. <u>Improvements</u>. Under this Lease, Landlord shall have no obligation or responsibility, actual or implied, to install, construct, accommodate, or make any improvements to the Premises prior to, or as a condition of, Tenant's occupation of the Premises.
- b. <u>As-Is Condition</u>. Tenant warrants and agrees that Tenant has inspected the Premises. Tenant agrees to take possession of the Premises in an AS-IS condition (which exists on the date this Lease is signed) and Tenant further agrees that, if Tenant wishes to construct any improvement in the Premises, Tenant shall comply with all requirements of Landlord as well as

Section 15 (Alterations and Liens) of this Lease. Landlord makes no representations regarding the condition, status, compliance with Laws or suitability for a particular purpose for Tenant's use.

- c. <u>Condition Upon Surrender.</u> Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in as good condition as when originally received, ordinary wear and tear excepted. If Tenant fails to maintain the Premises in good order and repair, after thirty (30) days' prior written notice, Landlord may, at its option, make such repairs, and Tenant shall pay the reasonable cost thereof as additional rent hereunder within ten (10) days after receipt of a written statement therefor. In the event the giving of thirty (30) days' prior notice may result in additional damage to the Premises, Landlord may make such repairs, at Tenant's expense, without thirty (30) days' prior written notice.
- 7. <u>Use.</u> The Premises shall be used only as an office for selling and servicing marine insurance and related fields of business ("**Permitted Use**"), and for no other purpose. Tenant shall not use any portion of the Premises for purposes other than those specified without first obtaining the written consent of Landlord.
- a. Tenant agrees that it will abide by, keep and observe all reasonable rules and regulations which Landlord may make from time to time for the management of the Premises or Property including, without limitation, the delivery of supplies, the parking of vehicles and the preservation of the good order therein as well as for the convenience of other occupants and users of the Property ("Rules and Regulations"). Landlord shall notify Tenant of all such Rules and Regulations. The violations of any such rules and regulations shall be deemed a material breach of this Lease by Tenant. Landlord will try to enforce the Rules and Regulations, if any, but will not be liable to Tenant for the violation or non-performance of the Rules and Regulations by any other tenant or occupant of the Property.
- b. Tenant shall maintain and conduct its said business insofar as the same relates to Tenant's use and occupancy of the Premises, in a lawful manner and in strict compliance with all governmental laws, rules, regulations and order. Tenant shall obtain all business licenses, including a City of Antioch business license, clearances, and permits required to operate its business prior to opening, maintain such necessary licenses and permits in force during the Term, and shall provide copies of each permit or license within thirty (30) days after the Commencement Date and at any time during the term of this Lease upon Landlord's request. Tenant shall post all notices to the public in an accessible and visible place to the public. Tenant shall promptly notify Landlord of any notice of violation, suspension or revocation of any such license or clearance. Nothing in this Lease shall be construed to grant Tenant an exclusive right to such Permitted Use.
- 8. <u>Uses Prohibited.</u> In addition to any other uses prohibited hereunder, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the permitted use of the Premises which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering the Property or any part thereof or any of its contents.
- 9. Compliance with Laws; Non-Discrimination; Hazardous Materials.
  - a. Tenant, at Tenant's expense, shall comply with and cause all of Tenant's agents to

comply with all applicable laws, ordinances, rules and regulations of governmental authorities applicable to the Premises or the use or occupancy thereof, including, without limitation, the law commonly known as the Americans With Disabilities Act and California Code of Regulations Title 8, Sections 3281 through 3299 (collectively, "Laws").

- b. Tenant herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through it, and this Lease is made and accepted upon and subject to the requirement that there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the use, occupancy, tenure, or enjoyment of the Premises.
- Tenant shall not cause or permit any Hazardous Materials, as defined below, to be c. brought upon, kept, used, discharged, deposited or leaked in or about the Premises or the Property by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors), except to the extent such Hazardous Materials are cleaning or office supplies customarily kept or used by typical tenants engaged in the Permitted Use and are kept and used in accordance with all applicable Laws. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of any Hazardous Material on the Premises or the Property caused or suffered or permitted by Tenant or any of Tenant's agents or by anyone in the Premises (other than Landlord or its agents, employees or contractors) results in contamination of the Premises or the Property, or if contamination of the Premises or the Property by any Hazardous Material otherwise occurs for which Tenant is legally liable, then Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, damages, costs, liabilities and expenses (including, without limitation, diminution in value or use of the Property, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such contamination. This indemnification shall include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work on or under the Premises. "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority or by common law decisions, including without limitation (i) all chlorinated solvents, (ii) petroleum products or by-products, (iii) asbestos and (iv) polychlorinated biphenyls.
- d. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Premises due to Tenant's entry and use of the Premises, then Tenant, at its sole cost, shall clean or otherwise remediate all affected property to the satisfaction of Landlord and any governmental body having jurisdiction.
- 10. <u>Waste; Nuisance: Quiet Enjoyment</u>. Tenant shall not suffer or commit any waste or nuisance on the Premises, nor shall Tenant interfere with or obstruct the rights of or disturb the quiet enjoyment of any other tenant or occupant of the Property or injure or annoy them. Tenant shall not use or allow the Premises to be used for any improper, immoral, or objectionable purposes, to be determined Landlord's sole and absolute judgment. Tenant shall be responsible for all damage to the Premises caused by Tenant or its employees, agents, customers, invitees, contractors or assignees (individually, a "Tenant Party" and collectively "Tenant Parties").

#### 11. Repair and Maintenance.

- a. Landlord shall repair and maintain the roof, structural foundations, exterior walls of the building, common areas in which the Premises are located, the electrical wiring, the lighting in ceilings, excluding light bulbs, and the heating and air conditioning system, excluding filters, unless the need for such repair shall be caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, in which case Landlord shall promptly cause the repairs to be made at Tenant's sole expense. If applicable, Landlord shall maintain common area restrooms, a garbage dumpster accessible to Tenant, and shall provide garbage service to that dumpster.
- b. Within ten (10) days after receipt of a written notice that Landlord has made repairs that were caused by the neglect, misuse, or misconduct of Tenant or any Tenant Parties, Tenant shall promptly reimburse Landlord within thirty (30) days of invoice for the cost of all such repairs and maintenance. Landlord shall not be required to make any repairs to the roof, structural foundation, or exterior walls unless and until Tenant has notified Landlord in writing of the need for such repairs and Landlord shall have had a reasonable period thereafter to commence and complete said repairs.
- c. Tenant shall, at Tenant's sole cost and expense, maintain the Premises except as noted under Section 11(a), above, in good condition and repair. Said maintenance shall include but not be limited to, the interior of the Premises, exterior doors and windows, all fixtures and equipment, including without limitation, plate glass, plumbing fixtures, plumbing drains (from the interior of the Premises to the point of connection of Tenant's drainage system with the sanitary sewer system owned, managed, and/or maintained by the local municipality). Tenant hereby waives California Civil Code Sections 1932(1), 1941 and 1942 and any other applicable existing or future law, ordinance or governmental regulation permitting Tenant to make repairs at Landlord's expense.
- 12. <u>Trade Fixtures And Equipment.</u> Tenant at its own expense shall provide and maintain all trade fixtures and equipment reasonably required to enable it to conduct its business in the Premises in a business-like manner. Tenant shall keep all trade fixtures and equipment clean and in good repair. Landlord may inspect the Premises annually to ensure good maintenance practices and review the current condition of the Premises pursuant to Section 17. Such fixtures and equipment shall remain the property of Tenant, and Tenant may remove or if required to do so by Landlord, shall remove the same or any part thereof upon the termination of this Lease. Prior to lease expiration or earlier termination, Tenant shall repair at its own expense any damage to the Premises caused by its removal of said fixtures or equipment. All trade fixtures and equipment installed by Tenant pursuant thereto shall not be subject to, and shall be free of any lien for payment of rent by Tenant or for the performance of any other obligation of Tenant. Tenant shall keep Tenant's fixtures and equipment insured for full replacement value.
- 13. <u>Utility Charges</u>. To the extent separately assessed, billed or charged, Tenant shall pay, during the term hereof, all telephone, computer, electric, water, gas, and other public utility charges in connection with its occupancy and use of the Premises, including all costs of operating and maintaining all equipment therein, and all business taxes and all taxes upon the property and fixtures of the Tenant. Notwithstanding the foregoing, Tenant shall not be responsible for Delta Diablo District charges for sewer treatment. Landlord shall not be responsible for any interruptions

or disturbance of service regardless of whether Tenant is paying directly for such services or if such services are being contracted for by Landlord, nor shall there be any abatement of rent resulting from any cessation or interruption of utility service or other service contemplated by this section. Tenant hereby waives the provisions of California Civil Code Section 1932(1) or any other applicable existing or future law, ordinance or governmental regulation permitting the termination of this Lease due to the interruption of failure of any services to be provided under this Lease.

- 14. Revenue & Taxation Code Section 107.6 Possessory Interest Tax. Tenant recognizes and understands that this Lease may create a possessory interest subject to property taxes and that, if a possessory interest is created, Tenant shall, in accordance with this Section, be responsible for payment of property taxes levied against such possessory interest.
- 15. <u>Alterations and Liens</u>. Tenant shall not make or cause to be made any alterations, additions, or improvements to or of the Premises or any part thereof without the prior written consent of Landlord. Any alterations, additions, or improvements affixed to the Premises, except furnishings, equipment, and trade fixtures, shall, at Landlord's option, become part of the real property and belong to Landlord on expiration or termination of the term and any extension thereof. If Landlord consents to the making of any alteration, additions, or improvements to the Premises, they shall be made at Tenant's sole cost and expense. Tenant shall comply with all requirements of Landlord with regard to all Alterations and Improvements.
- a. Tenant shall keep the Premises free and clear of any liens or encumbrances which may arise from such work. Tenant shall immediately cure any liens that may be filed on the Premises or post a statutory lien release bond within seven (7) days after the filing of any lien.
- b. At Landlord's option, Tenant shall, at its sole cost and expense, remove all such additions, alterations, and improvements from the Premises at the end of the term hereof and repair any damage to the Premises occasioned by such removal. If Tenant shall fail to complete such removal and repair such damage within thirty (30) days after such termination, Landlord may do so and Tenant shall pay the reasonable cost thereof as additional rent within ten (10) days after Landlord shall render to Tenant a written statement therefor.
- c. In the event Tenant makes any alterations to the Premises that trigger or give rise to a requirement that the Premises come into compliance with any Laws (such as ADA requirements), Tenant shall be fully responsible for complying, at its sole cost and expense with same. Tenant shall file a Notice of Completion after completion of any alteration or improvement and provide Landlord with a copy thereof. Tenant shall provide Landlord with a copy of a set of "as built" drawings of any such work.
- 16. <u>Assignment and Subletting: Encumbrances</u>. Tenant shall not either voluntarily, or by operation of law, convey, assign, transfer, mortgage, pledge, sublet or encumber any interest in the Premises including, but not limited to, by deed of trust or other security instrument, during the term of this Lease.

- a. Tenant shall not allow any other person (with the exception of Tenant Parties) to occupy or use the Premises, or any portion thereof, without Landlord's prior written consent, which may be granted or refused in Landlord's sole discretion.
- b. Any attempted conveyance, assignment, transfer, mortgage, pledge, sublet, encumbrance, deed of trust or any other security instrument shall be void where prior written consent has not first been obtained from Landlord.
- 17. <u>Entry by Landlord.</u> Except for emergencies such as fire, water intrusion and the like which may be at any time, Landlord and its agents shall have the right to enter the Premises at reasonable times to inspect and examine the same and to make such repairs to the Premises as the Landlord shall deem advisable, and to show the Premises to prospective tenants, buyers or lenders.

#### 18. Indemnification.

- a. <u>Waiver of Claims</u>. To the extent permitted by law, Tenant waives all claims against Landlord for damage to person or property arising for any reason. Tenant assumes all such risks for Tenant and all Tenant Parties.
- b. <u>General Indemnity</u>. Tenant shall indemnify, protect, defend (at Tenant's sole cost and with legal counsel acceptable to Landlord) and hold harmless, Landlord and its officers, officials, employees, contractors, agents and volunteers from and against any and all claims, judgments, causes of action, damages, penalties, costs, liabilities, and expenses, including all court costs and attorney fees, arising at any time during or after the term, as a result (directly or indirectly) of or in connection with (i) default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or (ii) Tenant's use of the Premises, the conduct of Tenant's business or any activity, work or things done, permitted or suffered by Tenant or any Tenant Parties in or about the Premises or the Property except as provided by law or for claims caused solely by Landlord's gross negligence or willful misconduct. The obligations of Tenant under this Section 18(b) shall survive the termination or earlier expiration of this Lease.
- c. <u>Assumption of Risk.</u> Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to the Premises and its property including, but not limited to, Tenant's fixtures, equipment, furniture and alterations, or illness or injury to persons in, upon or about the Premises, arising from any cause. Tenant, on behalf of itself and its agents, representatives, assigns, employees and contractors, expressly assumes all risk of loss or injury arising from its entry onto the Premises and releases Landlord and waives all claims against Landlord, except only such claims as are caused solely by Landlord's gross negligence or willful misconduct. Landlord, its officers, officials, employees, agents, contractors and volunteers shall not be liable for any injury, sickness, disease or death or any person or damage to property directly or indirectly related to any act or failure to act arising from Tenant's entry or use of the Premises. This provision shall apply to the fullest extent permitted by law.
- 19. <u>Insurance</u>. Tenant shall obtain and maintain at all times during the term of this Lease insurance against claims for injuries to personal or damages to property which may arise from or in connection with the Lease by the Tenant or any Tenant Parties. Tenant shall obtain and furnish proof of coverage as to each type of insurance required. The insurance provisions are not to be

construed in any way as a limitation on liability under this Lease.

- a. <u>Property Insurance</u>. Property insurance to insure against fire, lightening, vandalism and malicious mischief, covering damage to or loss of any of Tenant's personal property, fixtures, equipment, improvement and alterations, including electronic data processing equipment (collectively, "**Tenant's Property**") (and coverage for 100% of the replacement cost thereof including business interruption of Tenant);
- b. <u>Liability Insurance.</u> Commercial General Liability Insurance (Occurrence Form). A policy of commercial general liability insurance (occurrence form) having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) in aggregate, providing coverage for, among other things, blanket contractual liability, Premises, products/completed operations. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, and shall include coverage for liability assumed under this Lease as an "**Insured Contract**" for the performance of Tenant's indemnity obligations under this Lease;
- c. <u>Automobile Liability Insurance</u>. Business automobile liability insurance having a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and insuring Tenant against liability for claims arising out of ownership, maintenance, or use of any owned, hired or non-owned automobiles;
- d. <u>Worker's Compensation</u>. Workers' compensation insurance having limits not less than those required by state statute and federal statute, if applicable, and covering all persons employed by Tenant in the conduct of its operations on the Premises including coverage for all states and, if applicable, voluntary compensation, together with employer's liability insurance coverage in the amount of at least One Million Dollars (\$1,000,000);
- e. <u>Business Interruption</u>. Loss of income and extra expense insurance in amounts as will reimburse Tenant for direct or indirect loss of earnings attributable to all peril commonly insured against by prudent Tenants in the business of Tenant or to prevention of access to the Premises as a result of such perils;
- f. <u>Umbrella/Excess Liability Insurance.</u> Umbrella or excess liability insurance may be used to satisfy the limits required in Section 19(a) and (b) above. The umbrella liability or excess liability policy shall be written on an "occurrence" form with a self-insured retention no greater than Ten Thousand Dollars (\$10,000). Such policies shall name Landlord as an additional insured and shall be primary to any insurance maintained by Landlord.
- g. <u>Waiver of Subrogation</u>. The parties release each other, and their respective authorized representatives, from any claims (for damage to any person or to the Premises and/or the building in which the Premises are located, and to the fixtures, personal property, Tenant's improvements, and alterations of either Landlord or Tenant in or on the Premises and/or the building in which the Premises are located) that are caused by or result from risks which are insured against under any insurance policies carried by the parties and in force at the time of any such damage and to the full extent of any proceeds paid under said policies.

- h. Ratings, Certificates. All policies shall be taken out with insurers licensed to do business in California with a current Best Rating of (A, VII) and in form satisfactory from time to time to Landlord. Certificates of insurance evidencing all such insurance and acceptable to the Landlord shall be filed with Landlord prior to occupancy of the Premises. Such certificates of insurance must specifically show all the special policy conditions required in this paragraph, including "additional insured," "waiver of subrogation," "notice of cancellation," and "primary insurance" wording applicable to each policy. Alternatively, a certified, true and complete copy of each properly endorsed policy may be submitted. All policies shall contain an undertaking by the insurers to notify Landlord in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or other termination thereof. Tenant shall furnish Landlord with proof of renewal or binders for new insurance at least thirty (30) days before the expiration date of each policy.
- i. Additional Insureds; Endorsements. With respect to CGL Insurance, Tenant shall name Landlord, its officers, officials, employees, agents and volunteers as additional insureds with respect to any claims arising out of Tenant's operations in or upon the Premises. In addition, the CGL Insurance: (i) must be endorsed to be primary and non-contributory, rather than excess, with respect to each party's additional insured status; (ii) endorsed to provide cross-liability coverage if they do not contain a standard ISO separation of insureds provision; (iii) shall not contain any endorsement or provision that states the limits of the policy will not stack, pyramid or be addition to any other limits provided by that insurer, and (iv) have no cross suits exclusion, or any similar exclusion that excludes coverage for claims brought by an additional insured under the policy against another insured under the policy.
- 20. Damage or Destruction of Premises. In the event that repairs are necessary to alleviate structural hazards because the Premises are damaged by the elements, acts of God, or other circumstances not caused by the negligence or willful misconduct of Tenant Parties, Tenant shall inform Landlord in writing of such necessity. Landlord shall then have the option, in its sole discretion, to either immediately terminate this Lease or to provide for the necessary repairs. If repairs which are made by Landlord prevent the Tenant from occupying a portion of the Premises, but Tenant is able to operate on the Premises during such repairs, Tenant shall be entitled to a proportionate reduction in the Rent, based on the ratio the floor area which Tenant is unable to occupy, from the date such repairs are commenced until the date the entire Premises is available for Tenant's occupancy. If the damage prevents Tenant from operating on the Premises, then no rent shall be due from the date of damage, as determined by Landlord in its sole discretion, until completion of repairs. The prior sentence shall not be interpreted to relieve Tenant from its obligations to perform normal maintenance and repair as otherwise provided in this Lease. Tenant expressly waives the benefit of any statute now or hereinafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- 21. Default. The occurrence of any of the following shall constitute a default by Tenant:
- a. Tenant shall fail to pay when due any rent or any other monetary sum payable under this Lease.

- b. Tenant shall fail to observe, keep or perform any of the other terms, covenants, agreements or conditions contained in this Lease if such default continues for a period of ten (10) days after written notice by Landlord specifying the nature of the default with reasonable particularity, unless the nature of the default is such that more than ten (10) days is required to cure it and Tenant commences to cure it within such ten (10) day period and thereafter diligently pursues it to completion.
- c. Tenant shall become bankrupt or insolvent or make a transfer in fraud of creditors, or make an assignment for the benefit of creditors, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act or under any other insolvency, bankruptcy or reorganization act and, in the event any such proceedings are involuntary, Tenant is not discharged from the same within thirty (30) days thereafter.
- d. A receiver is appointed for a substantial part of the assets of Tenant, and such receivership is not released within thirty (30) days.
- e. The abandonment of the Premises by Tenant, or the vacation (hereby defined to be sixty (60) or more consecutive days of continual absence from the Premises) of the Premises by Tenant.
- f. This Lease or any estate of Tenant hereunder shall be levied upon by any attachment or execution and such levy is not released within thirty (30) days.

Notices given under this Section shall specify the alleged default and the applicable Lease provisions, and shall demand that Tenant perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises.

- 22. <u>Landlord's Remedies</u>. In the event of any such material breach or default by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default or breach, do any of the following:
- a. Terminate the Lease on thirty (30) days' written notice to Tenant, in which case Tenant shall immediately surrender possession of the Property to Landlord on the termination date specified by Landlord. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Property, including all attorneys' fees and court costs incurred, if any; expenses of reletting, including necessary renovation and alteration of the Property, reasonable attorneys' fees, and any real estate commission actually paid in connection with such reletting; the value, at the time of award as determined by the court having jurisdiction thereof, of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Landlord proves could not reasonably be avoided; and that portion of the leasing commission, if any, paid by Landlord for the unexpired term of this Lease.
- b. Maintain Tenant's right to possession in which case this Lease shall continue in effect whether or not Tenant shall have abandoned or vacated the Property. In such event, Landlord

shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

- c. Pursue any other remedy available to Landlord at law or in equity.
- 23. <u>Signs.</u> All signs and graphics of every kind visible in or from public view or corridors, or the exterior of the Premises, whether inside or outside the Premises, shall be subject to Landlord's prior written approval and shall be subject to compliance with any applicable Laws, including local sign ordinances and Historic Preservation laws. Unapproved signs, banners, flags, etc., shall be removed by Tenant upon Landlord's request.
- 24. <u>Active Public Use.</u> The object of this Lease is the complete and continuous use of the Premises by and for the benefit of the public, without discrimination. Tenant agrees that he/she will operate the Premises fully and continuously that the public may enjoy maximum benefits.
- 25. <u>Security Measures.</u> Tenant hereby acknowledges that the rent payable to Landlord under the terms of this Lease does not include the cost of guard service or other security measures at the Premises or Property, and that Landlord shall have no obligation whatsoever to provide the same. Tenant assumes all responsibility for the protection of Tenant, Tenant Parties and property from acts of third parties.
- Relocation Benefits. Tenant agrees that its use of Premises or this Lease shall not entitle Tenant to any relocation benefits pursuant to federal, state or local law and waives any such claim against Landlord. To the fullest extent permitted by law, on behalf of its itself, its agents, representatives and successors-in-interests, Tenant releases any claim it may have against the Landlord under any federal, state or local relocation laws, including without limitation, Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the California Government Code; Article 9 of Chapter 4 of Division 24 of the California Health and Safety Code, federal requirements titled "Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and any implementing regulations. This release applies to all future claims and Tenant on behalf of its itself, its agents, representatives and successors-in-interests agrees to waive any and all rights pursuant to Section 1542 of the California Civil Code, which reads as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his favor at the time of executing of the release, which if known by him or her, would have materially affected his or her settlement with the debtor or released party."

- 27. <u>Condemnation.</u> If the Premises is taken by condemnation, the Lease shall terminate on the date of the acquisition.
- 28. <u>No Dedication.</u> Nothing contained in this Lease shall be deemed a gift or dedication of any portion of the Premises to or for the general public or for any public purpose whatsoever.
- 29. <u>Reservations.</u> Landlord reserves the right, without the consent of Tenant, to grant such easements, licenses, rights or dedications that Landlord deems necessary.

- 30. <u>No Personal Liability</u>. No member, officer, official or employee of the Landlord shall be personally liable in the event of any default or breach by the Landlord.
- 31. <u>Notices</u>. Any notice required or permitted to be given hereunder may be given by personal delivery or by United States certified mail, postage prepaid, addressed to Tenant at the Premises and to Landlord at: City of Antioch, P.O. Box 5007, Antioch, CA 94531-5007, Attn. City Manager.
- Waiver: Accord and Satisfaction. No delay or omission in the exercise of any right or remedy of Landlord on any default by Tenant shall impair such right or be construed as a waiver. The receipt and acceptance by Landlord of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved. No payment by Tenant or receipt by Landlord of a lesser amount than the rent payment herein stipulated shall be deemed to be other than on account of the rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.
- 33. <u>Subordination; Estoppel Certificates</u>. This Lease shall be subordinate to each and every deed of trust, mortgage or other security instrument which may now or hereafter affect Premises and to any renewals, extensions, supplements, amendments, modifications or replacements thereof. In confirmation of such subordination, Tenant shall execute and deliver promptly any certificate of subordination that Landlord may request, provided that such certificate acknowledges that this Lease remains in full force and effect. If any mortgagee or lender succeeds to Landlord's interest in the Property through a foreclosure proceeding or by a deed in lieu of foreclosure, Tenant shall attorn to and recognize such successor as lessor under this Lease.
- 34. <u>Time is of the Essence</u>. Time is of the essence of this Lease as to the performance of all terms, covenants, and conditions stated herein.
- 35. <u>Successors and Assigns</u>. Except as otherwise provided herein, all of the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In the event of any transfer, assignment or other conveyance or transfers of any such title or tenant, Landlord herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer. Landlord may transfer its interest in the Premises without the consent of Tenant and such transfer or subsequent transfer shall not be deemed a violation on Landlord's part of any of the terms and conditions of this Lease.
- 36. <u>Titles and Definitions</u>. The titles of paragraphs herein are for identification only. They shall not be considered to be a part of this Lease and shall have no effect upon the construction or interpretation thereof. The words "Landlord" and "Tenant" as used in this Lease shall include both singular, plural, masculine, feminine, and neuter as the context shall require.
- 37. <u>Entire Agreement/Amendment</u>. This Lease contains the entire agreement of the parties and supersedes all prior negotiations, drafts, and other understandings which the parties may have

concerning the subject matter hereof. This Lease may not be modified except by written instrument duly executed by the parties hereto or their successors in interest.

- 38. <u>Choice of Laws; Interpretation.</u> This Lease shall be governed by and construed pursuant to the laws of the State of California. Venue shall be in Contra Costa County. The provisions of this Lease shall be construed in accordance with the fair meaning of the language used and shall not be strictly construed against either party.
- 39. <u>Authority</u>. Tenant and Landlord warrant that the individuals who have signed this Lease have the legal power, right and authority to enter into this Lease so as to bind each party for whom they sign to perform as provided herein.
- 40. <u>No Third Party Benefit</u>. This Lease is a contract between Landlord and Tenant and nothing herein is intended to create any third party benefit.
- 41. <u>Severability</u>. If, for any reason whatsoever, any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year set forth below.

[Signatures on following page]

# SIGNATURE PAGE TO LEASE AGREEMENT BETWEEN THE CITY OF ANTIOCH AND TWIN RIVERS MARINE INSURANCE AGENCY

LANDLORD:	TENANT:
CITY OF ANTIOCH	TWIN RIVERS MARINE INSURANCE AGENCY, INC.
By: Cornelius Johnson Interim City Manager	By: Gary Clausen, CEO
ATTEST:	
Elizabeth Householder, City Clerk of the City of Antioch	
APPROVED AS TO FORM:	
Thomas Lloyd Smith City Attorney	



#### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Rosanna Bayon Moore, Assistant City Manager RBM

APPROVED BY: Cornelius H. Johnson, Interim City Manager

**SUBJECT:** Unhoused Resident Services – Amendment No. 3 to Consulting

Services Agreement with Focus Strategies

#### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

- 1. Approving an amendment to the Fiscal Year 2021-2023 General Fund Operating Budget; and
- 2. Authorizing the City Manager to execute Amendment No. 3 to the Consulting Services Agreement with Focus Strategies.

#### FISCAL IMPACT

Not to exceed an additional \$120,000 from the General Fund for a total amount of \$253,500.

#### DISCUSSION.

The City Council adopted a resolution approving a Consultant Services Agreement with Focus Strategies for an initial not to exceed fee of \$73,500 on September 10, 2019. The scope of work generally consists of technical assistance to develop the City's strategic response to unhoused resident encampments.

In August of 2020, the City Council approved Amendment No. 1 to the agreement, extending the term to August of 2021 with no other changes. In April of 2021, the City Council approved Amendment No. 2 in the amount of \$60,000 based on estimated work to be performed through the fiscal year ending June 30, 2022.

Focus Strategies continues to provide critical support to the City, including recent assistance with the Delta Landing Memorandum of Understanding, preparation of an update on the State of California's Homekey Program and a subsequent analysis of site scenarios. To best support ongoing efforts to build the City's capacity to meet the needs

of Antioch's unhoused population, the proposed amendment estimates technical assistance to the City through June 30, 2023.

#### **ATTACHMENTS**

A. Resolution

Exhibit A to Resolution – Amendment No. 3

- B. Consulting Services Agreement, Amendment Nos. 1 & 2
- C. Focus Strategies Proposal

#### **ATTACHMENT "A"**

#### RESOLUTION NO. 2022/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH
AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 3
WITH FOCUS STRATEGIES TO PROVIDE TECHNICAL ASSISTANCE
FOR UNHOUSED RESIDENT SERVICES AND AUTHORIZING THE NECESSARY
FY2021-23 BUDGET AMENDMENTS

**WHEREAS,** on September 10, 2019, the City Council adopted a resolution authorizing pursuit of a consultant for an Unhoused Resident Coordinator and a budget adjustment of up to \$100,000;

WHEREAS, after soliciting bids for an Unhoused Resident Coordinator, the City acted to engage Focus Strategies as a technical assistance provider and Unhoused Resident Coordinator Services Consultant;

**WHEREAS,** Focus Strategies continues to provide subject matter expertise in the key areas of policy and program development and implementation; and

**WHEREAS**, the City Council has considered approving amendments to the Fiscal Year 2021-23 General Fund Operating Budget and increasing the Unhoused Resident Services budget by \$120,000.

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

- 1. Authorizes the City Manager or designee to amend the Fiscal Year 2021-23 General Fund Operating Budget for Unhoused Resident Services; and
- Authorizes the City Manager to execute Amendment No. 3 to the consulting services agreement with Focus Strategies for Unhoused Resident Coordinator Services in an additional amount of \$120,000, not to exceed a total amount of \$253,500 (Exhibit A).

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the ouncil of the City of Antioch at a regular meeting thereof, held on the 22<sup>nd</sup> day of

City Council of the City of Antioch at a regular meeting thereof, held on the 22 $^{ m no}$	day o
March, 2022 by the following vote:	-
AYES:	

NOES:

ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

#### **EXHIBIT "A"**

#### **AMENDMENT NO. 3**

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND FOCUS STRATEGIES

THIS THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is entered into the 22<sup>nd</sup> day of March 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("City"), and Focus Strategies at 340 Lemon Avenue #1815, Walnut Creek, CA 91789 ("Consultant").

#### RECITALS

WHEREAS, on February 11, 2020, the CITY and CONSULTANT entered into a Agreement for Professional Consultant Services for Unhoused Resident Coordinator Services ("Agreement") in the amount of \$73,500;

WHEREAS, on August 12, 2020, Section 1.1 of the Agreement entitled "Terms of Service" was amended to extend until August 11, 2021;

WHEREAS, on April 27, 2021, the City Council approved the Second Amendment to the Agreement, extending the term until June 30, 2022 and authorizing a sum of \$60,000 for a total not to exceed fee of \$133,500; and

WHEREAS, on March 22, 2022, the City Council authorized the Interim City Manager to execute the Third Amendment to the Agreement, which would extend the term until June 30, 2023 and pay the Consultant an additional sum up to \$120,000 for a total not to exceed \$253,500; and

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

#### Section 1. "SERVICES" shall be amended to read as follows:

Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services. Furthermore, the Scope of Work shall encompass technical support that advances the City's objective of providing quality and effective services to unhoused residents and assists the City with the development of an application for Project Homekey funding.

#### Section 1.1 "Term of Services" the shall be amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2023, unless the term of the agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to deliver required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8."

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

"City hereby agrees to pay the Consultant total compensation up to, but not to exceed \$253,500."

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

CITY OF ANTIOCH:	FOCUS STRATEGIES:
By:Cornelius H. Johnson Interim City Manager	– By: Megan H. Kurteff-Schatz President
ATTEST:	
By: Elizabeth Householder City Clerk	_
APPROVED AS TO FORM:	
By: Thomas Lloyd Smith City Attorney	<del>_</del>

#### **ATTACHMENT "B"**

### CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND FOCUS STRATEGIES

THIS AGREEMENT for consulting services is made by and between the City of Antioch ("City") and Focus Strategies ("Consultant") as of February 11, 2020.

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to the City the services described in the Scope of Work attached as the Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services, this proposal is also to include assistance in developing a class specification for the coordinator position, 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 Request for Proposal (RFP), the Agreement shall prevail.

- 1.1 Term of Services. The term of this Agreement shall begin on the date first noted above and shall end on August 11, 2020, the date of completion specified in the Request for Proposal (RFP) and Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services, this proposal is also to include assistance in developing a class specification for the coordinator position, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City' right to terminate the Agreement, as provided for in Section 8.
- 1.2 <u>Standard of Performance.</u> Consultant represents that it is experienced in providing these services to public clients and is familiar with the plans and needs of City. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 <u>Assignment of Personnel.</u> Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 <u>Time.</u> Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

<u>Section 2.</u> Compensation. City hereby agrees to pay Consultant a sum not to \$73,500. Total charges for services will be on a price times volume basis, notwithstanding any contrary

indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth below. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

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

- 2.1 <u>Invoices.</u> Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
  - The beginning and ending dates of the billing period;
  - Detail accounting of service billing elements and volume and Total Services
     Fees

#### 2.2 Payment Schedule.

- 2.2.1 The Consultant shall make payments monthly, based on accounts received, according to the Request for Proposal (RFP).
- 2.3 <u>Total Payment.</u> City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

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

- 2.4 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- **2.5** <u>Authorization to Perform Services.</u> The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.
- <u>Section 3.</u> <u>FACILITIES AND EQUIPMENT.</u> Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and

equipment listed in this section, and only under the terms and conditions set forth herein.

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

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

- 4.1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If Consultant's services include work within 50 feet of a railroad right of way, the Contractor shall have removed any exclusion on their liability policy limiting coverage for work near a railroad, or shall provide a Railroad Protective Liability policy in favor of the City. Limits for such coverage shall be no less than \$5,000,000.
- 4.2. <u>Automobile Liability Insurance</u>. ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **4.3.** Workers' Compensation Insurance. as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **4.4.** Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- **4.5.** Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 4.5.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 4.5.2 Primary Coverage. For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- 4.5.3 Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 4.5.4 Waiver of Subrogation. Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 4.5.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 4.5.6 *Claims made policies*. If any of the required policies provide claims-made coverage:
  - 4.5.6.1 The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
  - 4.5.6.2 Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - 4.5.6.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
- **4.6.** Certificate of Insurance and Endorsements. Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- 4.7. <u>Subcontractors</u>. Contractor shall include all subcontractors as insured under its polices or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insured's.
- **4.8.** Higher limits. If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- **4.9** <u>Special Risks or Circumstances</u>. 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.
- **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:
  - Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
  - Terminate this Agreement.

#### Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES

- 5.1 CONSULTANT shall, to the fullest extent permitted by law, indemnify, defend (with counsel acceptable to the CITY) and hold harmless CITY, and its employees, officials, volunteers and agents ("Indemnified Parties") from and against any and all losses, claims, damages, costs and liability arising out of any personal injury, loss of life, damage to property, or any violation of any federal, state, or municipal law or ordinance, arising out of or resulting from the performance of this Agreement by CONSULTANT, its officers, employees, agents, volunteers, subcontractors or subconsultants, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY.
- 5.2 In the event that Consultant or any employee, agent, sub-consultant or subcontractor of Consultant providing services under this Agreement is determined by a court of

competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, sub-consultants or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply.
- 5.4 By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration, and that these provisions survive the termination of this Agreement.

#### Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 5.5 Consultant No Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

#### Section 7. LEGAL REQUIREMENTS.

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

subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

- 7.4 <u>Licenses and Permits.</u> Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, sexual orientation or any other legally protected status, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

7.6 Prevailing Wages. Should the scope of work fall under the requirements of the California Labor Code and implementing regulations for the payment of prevailing wages, then Consultant shall comply and pay prevailing wages.

#### Section 8. TERMINATION AND MODIFICATION.

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

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

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

**8.2** Extension. City may, in their sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall

require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- **8.3** Amendments. The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- **8.5** Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City' remedies shall include, but not be limited to, the following:
  - **8.6.1** Immediately terminate the Agreement;
  - **8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement; and/or
  - **8.6.3** Retain a different consultant to complete the work described in <a href="Exhibit B">Exhibit B</a> not finished by Consultant in which case the City may charge Consultant the difference between the cost to have a different consultant complete the work described in <a href="Exhibit B">Exhibit B</a> that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

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

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials,

including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

- 9.2 Confidentiality. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be kept confidential by Consultant. Such materials shall not, without the prior written permission of City, be used by Consultant for any purpose other than the performance of this Agreement nor shall such materials be disclosed publicly. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, shall be deemed confidential. Consultant shall not use the City's name or logo or photographs pertaining to the services under this Agreement in any publication without the prior written consent of the City.
- 9.3 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.4 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 9.5 Intellectual Property. The City shall have and retain all right, title and interest, including copyright, patent, trade secret or other proprietary rights in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents and any other works of authorship fixed in any tangible medium or expression, including but not limited to physical drawings or other data magnetically or otherwise recorded on computer media ("Intellectual Property") prepared or developed by or on behalf of Consultant under this Agreement. Consultant further grants to City a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Consultant which is the basis or foundation for any derivative, collective, insurrectional or supplemental work created under this Agreement.

#### Section 10 MISCELLANEOUS PROVISIONS.

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

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

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

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

- **10.7** Inconsistent Terms. If the terms or provisions of this Agreement conflict with or are inconsistent with any term or provision of any attachment or Exhibit attached hereto, then the terms and provisions of this Agreement shall prevail.
- **10.8** Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- **10.9** Contract Administration. This Agreement shall be administered Lisa Saunders, Finance Services Supervisor ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

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

Megan H. Kurteff-Schatz, MSW, MPP President Focus Strategies 340 Lemon Avenue #1815 Walnut Creek, CA 91789

Any written notice to City shall be sent to:

Ron Bernal City Manager City of Antioch PO Box 5007 Antioch, CA 94531-5007

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

(all signatures are on the next page)

CITY:	CONSULTANT:
CITY OF ANTIOCH  Ron Bernal, City Manager	[NAME OF CONSULTANT]  By:
	Name: Megan H. Kurteff-Schatz
Attest:  Arne Simonsen, City Clerk of City of Antioch	Title: President
	By:
	Name:
Approved as to Form:	Title:
Thomas Day City Newson	

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

#### **AMENDMENT NO.1**

## CONSULTING SERVICES AGREEMENT Between the City of Antioch and Focus Strategies

Effective as of the twelfth day of August 2020, the City of Antioch ("City") and the Focus Strategies ("Consultant"), enter into this Amendment No. 1 to the Consulting Services Agreement Between the City of Antioch and Focus Strategies ("Agreement").

The City of Antioch ("City") and ("Consultant") have previously enter into that certain Consulting Services Agreement dated February 11, 2020 ("Agreement"), the parties agree to modify and amend the Agreement as follows:

#### Section 1. Service.

#### 1.1 Terms of Service of the Agreement is amended:

The term of this Agreement shall begin on the date first noted above and shall end on August 11, 2021, the date of completion specified in the Request for Proposal (RFP) and Focus Strategies Proposal for the City of Antioch Unhoused Resident Coordinator Services, this proposal is also to include assistance in developing a class specification for the coordinator position, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

Except as modified herein all the remaining terms and provisions of the Consulting Services Agreement dated February 11, 2020 shall remain in effect. If any conflicts exist between the Consulting Services Agreement and Amendment No. 1, Amendment No. 1 shall govern.

(all signatures are on the next page)

# By: During Bull Rowland E. Bernal, Jr., City Manager ATTEST: By: Arne Simonsen, MMC City Clerk APPROVED AS TO FORM: By: Agman 2 July 19

By: \_\_\_\_\_ Megan H. Kurteff-Schatz, President

### AMENDMENT NO. 2 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND FOCUS STRATEGIES

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is entered into the 27<sup>th</sup> day of April 2021, by and between the CITY OF ANTIOCH, a municipal corporation ("City") and Focus Strategies, their address is 340 Lemon Avenue #1815, Walnut Creek, CA 91789 ("Consultant").

#### RECITALS

WHEREAS, on February 11, 2020, the CITY and Focus Strategies, entered into an Agreement for Professional Consultant Services for Unhoused Resident Coordinator Services ("Agreement") in the amount of \$73,500;

**WHEREAS,** on August 12, 2020, Section 1.1 of the Agreement, entitled "Terms of Service" was amended to extend until August 11, 2021; and

WHEREAS, on April 27, 2021 the City Council authorized the City Manager to execute the Second Amendment to the Agreement, which would extend the term until June 30, 2022 and pay the Consultant an additional sum up to \$60,000 for a total not to exceed \$133,500.

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

1. Section 1.1 "<u>Term of Services</u>" the first paragraph shall be amended to read as follows:

The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2022 unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the agreement, as provided for in Section 8.

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

"CITY hereby agrees to pay Consultant total compensation up to, but not to exceed \$133,500."

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

CITY OF ANTIOCH:

**FOCUS STRATEGIES** 

By: Mark Brown In

Rowland E. Bernal, Jr.

City Manager

Megan H. Kurteff-Schatz, President

ATTEST:

Elizabeth Householder

City Clerk

APPROVED AS TO FORM:

Thomas Lloyd Smith

City Attorney

#### RESOLUTION NO. 2021/75

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 WITH FOCUS STRATEGIES TO PROVIDE TECHNICAL ASSISTANCE FOR UNHOUSED RESIDENT SERVICES

WHEREAS, on August 27, 2019 then Mayor Pro Tem Joy Motts and Council Member Lamar Thorpe who comprised the Homeless Encampment Ad Hoc Committee provided an update on pathways for addressing unhoused resident needs; and

WHEREAS, on September 10, 2019, the City Council adopted a resolution authorizing pursuit of a consultant for an Unhoused Resident Coordinator and a budget adjustment of up to \$100,000; and

WHEREAS, after soliciting bids for an Unhoused Resident Coordinator, the City acted to engage Focus Strategies to serve as an Unhoused Resident Coordinator Services Consultant; and

WHEREAS, Focus Strategies continues to provide technical assistance and subject matter expertise in key areas;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Antioch hereby authorizes the City Manager to execute Amendment No. 2 to the consulting services agreement with Focus Strategies for Unhoused Resident Coordinator Services in an additional amount of \$60,000, not to exceed a total amount of \$133,500 (Exhibit A).

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27<sup>th</sup> day of April, 2021 by the following vote:

AYES:

Council Members District 1 Torres-Walker, District 2 Barbanica, District 3

Ogorchock, Mayor Pro Tem (District 4) Wilson and Mayor Thorpe

NOES:

None

ABSTAIN:

None

ABSENT:

None

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH



March 15, 2022

Mr. Cornelius H. Johnson Interim City Manager City of Antioch 200 H Street Antioch, CA 94509

Re: Proposal for Contract Amendment

Dear Con:

Since 2019, Focus Strategies has had the privilege of providing technical assistance services to the City of Antioch to support your efforts to meet the needs of people in the community who are unhoused. We have assisted City staff and Council members with a range of initiatives, including providing technical assistance on the development of a bridge housing program, supporting the City's partnership with the County to reserve emergency shelter beds at Delta Landing, and advising on the implementation of pilot motel and laundry voucher programs.

With this letter, we are proposing to extend our contract with the City of Antioch through June 30, 2023. Based on our work to date, we are requesting a contract amendment to add \$120,000. These additional resources will allow Focus Strategies to continue providing technical assistance to the City of Antioch to advance your objectives in providing high quality and effective services and support to unhoused residents through the upcoming fiscal year. These funds will also enable us to assist City staff with the development of an application for Project Homekey funding.

Thank you very much for your consideration of this request.

Sincerely,

Megan H. Kurteff Schatz

MACOS

President



March 15, 2022

Mr. Cornelius H. Johnson Interim City Manager City of Antioch 200 H Street Antioch, CA 94509

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Thank you very much for your consideration of this request.

Sincerely,

Megan H. Kurteff Schatz

MACOS

President



#### STAFF REPORT TO THE CITY COUNCIL

DATE:

Regular Meeting of March 22, 2022

TO:

Honorable Mayor and Members of the City Council

SUBMITTED BY:

Phil Hoffmeister, Administrative Analyst II

**REVIEWED BY:** 

Carlton Thompson, Assistant City Engineer

APPROVED BY:

John Samuelson, Director of Public Works/City Engineer

SUBJECT:

Formation of the Proposed City of Antioch Community Facilities

District No. 2022-01 (Public Services) for Laurel Ranch Subdivision

(PW 698)

#### RECOMMENDED ACTION

It is recommended that the City Council

- 1. Adopt the Resolution Authorizing Formation of the City of Antioch Community Facilities District ("CFD") No. 2022-01 (Public Services);
- 2. Adopt the Resolution Calling Special Landowner Election;
- 3. Motion to continue the following public hearing items until the April 12, 2022 City Council meeting:
  - a. Adoption of the Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien until the April 12, 2022 City Council meeting; and
  - b. Introduction of the Ordinance Levying Special Taxes within the City of Antioch Community Facilities District No. 2022-01 (Public Services) by title only until the April 12, 2022 City Council meeting.

#### FISCAL IMPACT

The proposed Community Facilities District ("CFD") will assess new development in the City of Antioch for park, landscape lighting, storm drain and open space services. The CFD will take the place of a Lighting and Landscape District for the City and may be broken down into zones should the need for services be different in different areas.

An annual assessment per household for the Public Services Special Tax is calculated as \$720.64 for Residential Property In Compliance and \$1,313.62 for Residential Property Out of Compliance for fiscal year 2021/22 (Attachment "A", Exhibit B, Table 1). The anticipated annual assessment for the Laurel Ranch development will be \$720.64 for Residential Property. Should the HOA not comply with some or all of the conditions of approval, the annual cost could be as high as \$1,313.62.

#### **DISCUSSION**

#### **Background**

At the request of KB Home North Bay LLC, the City has begun the process of creating a CFD pursuant to the Mello-Roos Community Facilities Act (the "Act") of 1982 (California Gov't Code Title 5, Division 2, Part1, Chapter 2.5, Section 53311, et. seq.). The Act provides local governments with a mechanism for financing the construction of public facilities or to finance specific public services, such as park, landscape, lighting, storm drain and open space services. Through the formation of a CFD, a local agency is authorized to levy and collect a special tax, use the tax revenue to finance specified facilities and services, and to borrow money (through issuance of bonds or other indebtedness) to assist with financing facilities. The City received a petition signed by KB Home North Bay LLC, the sole owner of the property, requesting the City Council to initiate proceedings to form a CFD and to waive certain otherwise applicable time frames associated with the election of a CFD in order to expedite the process.

#### Analysis

Several steps must be taken to complete the formation of this CFD. The three actions that are being brought before the City Council tonight:

- 1. Public Hearing At the public hearing, the testimony of all interested persons, including persons owning property in the area of the proposed CFD, will be heard on the subjects of establishing the CFD, the boundaries of the CFD, and of funding the specified services. In addition, interested persons may submit written protests or comments to the City. If 50% or more of registered voters residing within the proposed CFD or, if there are no registered voters, the owners of one-half or more of the area of the land within the proposed CFD, file a written protest against the establishment of the CFD, Council may take no further action to create the CFD or levy the Special Tax for a period of one year from the date of tonight's public hearing. If the majority of the registered voters or landowners are only against the furnishing of certain types of services within the CFD, or against levying a specified special tax, those services or the specified part of the Special Tax will be eliminated from the proceedings to form the CFD.
- 2. Resolution of Formation of Community Facilities District (Attachment "A") Assuming that there is no successful majority protest, this resolution approves the formation of the CFD, the rate and method of apportionment of the special tax, and the

authorized services that may be funded by the special tax. The resolution also preliminarily establishes the annual appropriations limit as required under the Mello-Roos Community Facilities Act. The special tax formula provides for a \$720.64 for Residential Property In Compliance and \$1,313.62 for Residential Property Out of Compliance per parcel maximum annual special tax rate for fiscal year 2021-22 for developed properties. The special tax will be subject to annual increases based on the greater of the increase in the San Francisco Urban Consumer Price Index and 2.0%, with a maximum increase of 4.0%. Commencing with fiscal year 2022-23 and for each following fiscal year, the City Council shall levy the annual special tax proportionately for each Assessor's Parcel of developed property at up to 100% of the applicable maximum special tax, until the amount of special taxes equals the special tax requirement.

3. Resolution Calling Special Landowner Election (Attachment "B") – This resolution calls for a special election of the sole property owner to consider the issues of the levy of the special tax and the establishment of the appropriations limit. The property owner has one vote per acre or portion of acre owned within the CFD boundaries.

Following these actions, two additional steps must be taken to complete the formation of this CFD. These actions will be brought before the City Council on April 12, 2022.

- 1. Resolution Declaring Results of Special Landowner Election and Directing Recording of Notice of Special Tax Lien This resolution is considered after the ballot is opened and the vote is announced by the City Clerk. If the vote passes, this resolution declares the CFD to be fully formed.
- 2. First Reading of an Ordinance Levying Special Taxes This ordinance gives the City Council the authority to levy the special taxes within the CFD. The second reading of the Ordinance will be calendared for a subsequent Council meeting.

Following these actions, the Notice of Special Tax Lien (a copy of which is on file with the City Clerk) must be recorded within 15 days of the April 12<sup>th</sup> City Council meeting.

#### **ATTACHMENTS**

- A. Resolution of Formation of Community Facilities District
- B. Resolution Calling Special Landowner Election

#### **ATTACHMENT "A"**

# RESOLUTION NO. 2022/\*\* RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AUTHORIZING FORMATION OF THE CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

WHEREAS, on November 8, 2016, the City Council adopted Resolution No. 2016/119 entitled "Resolution of the City Council of the City of Antioch approving a Statement of Local Goals and Policies Concerning the Use of the Mello-Roos Community Facilities Act of 1982";

WHEREAS, on February 8, 2022, this City Council adopted Resolution No. 2022/21 entitled "Resolution of Intention of the City Council of the City of Antioch with Respect to the Formation of Proposed City of Antioch Community Facilities District No. 2022-01 (Public Services)" (the "Resolution of Intention"), stating its intention to form City of Antioch Community Facilities District No. 2022-01 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Section 53311 *et seq.* of the California Government Code (the "Act");

WHEREAS, the Resolution of Intention, incorporating a map of the proposed boundaries of the CFD, stating the Services to be provided, and the rate and method of apportionment of the special tax to be levied in the CFD to pay the costs of providing such Services, is on file with the City Clerk (the "Clerk") and the provisions thereof are incorporated herein by this reference as if fully set forth herein;

**WHEREAS**, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention with respect to the proposed formation of the CFD, the imposition of the Special Tax, and the adoption of an appropriation limit;

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the formation of the CFD, the Services to be provided therein, and the levy of said special tax were heard and a full and fair hearing was held;

WHEREAS, at said hearing evidence was presented to this City Council on said matters before it, including a report caused to be prepared pursuant to the Resolution of Intention (the "Report") as to the Services to be provided through the CFD and the costs thereof, a copy of which is on file with the Clerk, and this City Council at the conclusion of said hearing is fully advised in the premises;

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of Services and the rate and method of apportionment of the special taxes have not been filed with the Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD or any improvement area and not exempt from the special tax; and

#### **RESOLUTION NO. 2022/\*\***

March 22, 2022 Page 2

**WHEREAS**, the special tax proposed to be levied in the CFD to pay for the proposed Services to be provided therein, as set forth in Exhibit A hereto, has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special tax;

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Antioch as follows:

- <u>Section 1.</u> The foregoing recitals are true and correct.
- <u>Section 2.</u> The proposed special tax to be levied within the CFD has not been precluded by majority protest pursuant to Section 53324 of the Act.
- <u>Section 3.</u> All prior proceedings taken by this City Council in connection with the establishment of the CFD, and the levy of the special tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
- <u>Section 4.</u> This City Council has approved local goals and policies for community facilities districts of the City ("Goals and Policies"), and this City Council hereby finds and determines that the CFD is in conformity with said Goals and Policies.
- <u>Section 5.</u> The CFD is designated "City of Antioch Community Facilities District 2022-01 (Public Services)" and is hereby established pursuant to the Act.
- Section 6. The boundaries of the CFD, as set forth in the map of the CFD here recorded on March 10, 2022 at 09:35AM in the Contra Costa County Recorder's Office at Book 87 of Maps of Assessment and Community Facilities Districts at Page 19 (Instrument No. 2022-0043108), are hereby approved, are incorporated herein by reference and shall be the boundaries of the CFD.
- <u>Section 7.</u> The types of public services proposed to be financed by the CFD pursuant to the Act shall be the items listed on Exhibit A herein (the "Services"). The Report is hereby accepted by the City and incorporated herein by reference.
- Section 8. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax sufficient to pay the costs thereof, secured by a continuing lien against all non-exempt real property in the CFD, will be levied annually in the CFD, and collected in the same manner and upon the same roll as ordinary, ad valorem real property taxes or in such other manner as this City Council shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of special tax among the parcels of real property within the CFD, in sufficient detail to allow each landowner within the proposed CFD to estimate the probable maximum amount such owner will have to pay, are described in Exhibit B, attached hereto and by this reference incorporated herein.

#### **RESOLUTION NO. 2022/\*\***

March 22, 2022 Page 3

- <u>Section 9.</u> It is hereby found and determined that the Services are necessary to meet increased demands placed upon the City as the result of development occurring in the CFD.
- <u>Section 10.</u> The Public Works Director/City Engineer, telephone number (925) 779-6950, or their designee is the officer of Antioch who will be responsible for preparing annually a current roll of special tax levy obligations by Assessor's Parcel number and will be responsible for estimating and levying future special tax levies pursuant to the Act.
- Section 11. Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the Streets and Highways Code of California, a continuing lien to secure the levy of the special tax pursuant to the applicable rate and method of apportionment shall attach to all nonexempt real property in the CFD, and this lien shall continue in perpetuity or until the level of Public Services as required by the General Plan is sustainable and completely funded by other sources.
- Section 12. In accordance with Section 53325.7 of the Act, the annual appropriations limit, as defined by subdivision (h) of Section 8 of Article XIIIB of the California Constitution, of the CFD is hereby preliminarily established at a sum equal to the greater of one hundred percent (100%) of the amount of all proceeds of the special tax collected annually, and as defined by said Article XIIIB, and said appropriations limit shall be submitted to the voters, as hereafter provided. The special tax will be subject to annual increases based on the greater of the increase in the San Francisco Urban Consumer Price Index and 2.0%, with a maximum increase of 4.0%. The proposition establishing said annual appropriations limit shall become effective if approved by the qualified electors voting thereon and shall be adjusted in accordance with the applicable provisions of Section 53325.7 of the Act.
- Section 13. Pursuant to the provisions of the Act, the proposition of the levy of the special tax and the proposition of the establishment of the appropriations limit specified above shall be submitted to the qualified electors at an election the time, place, and conditions of which election shall be as specified by a separate resolution of this City Council. The proposed voting procedure shall be by mail or hand-delivered ballot among the registered voters or landowners in the CFD.
- <u>Section 14.</u> The City Council hereby finds and determines that the public interest will not be served by allowing the property owners in the CFD to enter into a contract in accordance with Section 53329.5(a) of the Act.

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**RESOLUTION NO. 2022/\*\*** March 22, 2022 Page 4

Section 15. This Resolution shall take effect immediately upon its adoption.

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 22<sup>nd</sup> day of March 2022, by the following vote:

AYES:

NOES:

**ABSTAIN:** 

**ABSENT:** 

ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH

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#### **EXHIBIT A**

#### CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

#### DESCRIPTION OF SERVICES TO BE FINANCED BY THE CFD

The Services shown below are proposed to be financed by the Community Facilities District No. 2022-01 (Public Services) (the "CFD"). The Services shall be provided, pursuant to the plans and specifications approved by the City of Antioch (the "City") and the officials thereof, including the City Manager.

#### **SERVICES**

It is intended that the CFD will be authorized to finance all or a portion of the costs of any of the following types of services:

#### Neighborhood Park & Street Lighting Maintenance

Maintenance, including servicing, repair, replacement and removal of neighborhood parks (includes park amenities such as playground equipment, play courts, play structures, picnic tables, lighting, drinking fountains, barbeques, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

Maintenance, including servicing, repair, replacement and removal of street lights (includes poles, fixtures, bulbs, conduits, equipment, including guys, anchors, posts, pedestals and metering devices, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

#### Neighborhood Landscape Maintenance

Maintenance, including servicing, repair, replacement, and removal of parkways, landscape setbacks, landscaped roadway medians, open space, environmental preserves (including performance and management of environmental mitigation monitoring and annual reporting), publicly-owned masonry walls, fences, monuments and features, trails, bike paths, etc. Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

#### Stormwater Maintenance

Maintenance, including servicing, repair, replacement and removal of bio-retention facilities and drainage facilities (includes field inspections, record keeping, cost of permits and regulatory fees, environmental mitigation monitoring, annual reporting, vegetation

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management, removal of silt, sediment, trash and debris from the drainage areas, bioretention basins and City catch basins, etc.). Maintenance also includes cleaning and removal of graffiti, and associated electric, water, and other utility costs.

#### Open Space Maintenance

Maintenance, including monitoring and management of the Open Space Preserve and preparation of a letter report that will be submitted each year with the HOA, U.S. Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW). Monitoring will ensure compliance with Allowed and Prohibited Uses. The HOA will be responsible for the management of the Open Space Preserve. Management activities will include trash removal, fencing repairs or replacement, and ensuring that a hazardous fire condition is abated through the mowing/disking of a fire break along the southern boundary of the preserve.

Maintenance also includes funding for qualified biologists holding the appropriate federal 10(a)(1)(A) recovery permits to conduct surveys to document the presence of vernal pool fairy shrimp and California tiger salamanders in the wetlands and ponds on the Ralph Preserve (mitigation property), and to assess the condition of wetland habitat for those species. An annual monitoring report will be prepared that shall include all survey data, water depth and temperature date, graphics, photograph presentation, spreadsheets, and text. The annual report will be submitted to the USFWS and CDFW by December 31st of each monitored year.

#### **OTHER**

- 1. Administrative expenses, including the cost incurred to determine, levy and collect special taxes, including compensation of the City employees for administrative work performed in relation to the CFD, the fees of consultants and legal counsel, the costs of collecting installments of special taxes upon the general tax rolls, preparation of required reports, and any other costs incurred in the administration of the CFD by the City.
- 2. Reimbursement of costs related to the formation of the CFD advanced by the City, the landowner(s) in the CFD or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the CFD, or any party related to any of the foregoing, for services, facilities, fees or other purposes or costs of the CFD.

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#### **EXHIBIT B**

#### CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

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

# RATE AND METHOD OF APPORTIONMENT FOR CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels of Taxable Property in City of Antioch Community Facilities District No. 2022-01 (Public Services) (County of Contra Costa) ("CFD No. 2022-01") and collected each Fiscal Year commencing in Fiscal Year 2021-22, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," as described below. All of the real property in CFD No. 2022-01, unless exempted by law or by the provisions hereof, shall be taxed for these purposes, to the extent and in the manner herein provided.

#### A DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, parcel map, condominium plan, record of survey, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2022-01: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or any designee thereof or both); the costs of collecting the Special Taxes (whether by the City or otherwise); the costs to the City, CFD No. 2022-01, or any designee thereof of complying with CFD No. 2022-01 or obligated persons disclosure requirements associated with the Act; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2022-01, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-01 for any other administrative purposes of CFD No. 2022-01, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes.

"Assessor's Parcel" or "Parcel" means a lot or parcel shown on an Assessor's Parcel Map with an assigned Assessor's Parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Authorized Services" means those services eligible to be funded by CFD No. 2022-01, as defined in the Resolution of Formation and authorized to be financed by CFD No. 2022-01 pursuant to Section 53313 and Section 53313.5 of the Act. CFD No. 2022-01 shall finance Authorized Services only to the extent that they are in addition to those provided in the territory of CFD No. 2022-01 before the CFD was created and such Authorized Services may not supplant services already available within CFD No. 2022-

01 when the CFD was created.

"Building Permit" means a permit issued by the City or other governmental agency for the construction of a residential or non-residential building on an Assessor's Parcel.

"CFD Administrator" means an official of the City or CFD No. 2022-01, or any designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"CFD No. 2022-01" means City of Antioch Community Facilities District No. 2022-01 (Public Services) (County of Contra Costa).

"City" means the City of Antioch.

"City Landscape and Stormwater Maintenance Standards" means the then applicable landscape and stormwater maintenance standards or then applicable level of services for then applicable landscape and stormwater maintenance contracts executed by the City that are in effect and relate to similar landscape and stormwater improvements.

"City Manager" means the City Manager of the City of Antioch.

"Council" means the City Council of the City of Antioch, acting as the legislative body of CFD No. 2022-01.

"County" means the County of Contra Costa.

"Developed Property" means, for each Fiscal Year, all Assessor's Parcels for which a Building Permit was issued after January 1, 2021 and on or before May 1 of the Fiscal Year preceding the Fiscal Year for which the Special Taxes are being levied.

"Dwelling Unit" means a building or portion thereof designed for and occupied in whole or part as a residence or sleeping place, either permanently or temporarily, by one (1) family and its guests, with sanitary facilities and one (1) kitchen provided within the unit. Boarding or lodging houses, dormitories, and hotels shall not be defined as Dwelling Units unless the land use permit specifies a residential use. For purposes of determining the Special Tax due, any "second unit" or "accessory dwelling unit" (as determined pursuant to Section 65852.2 of the Government Code) shall be considered a separate Dwelling Unit and shall be subject to this Special Tax.

"Exempt Welfare Property" means, for each Fiscal Year, an Assessor's Parcel that is (a) receiving a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County's assessor's roll finalized as of January 1 of the previous Fiscal Year, and (b) exempt from the Special Tax pursuant to Section 53340(c) of the Act.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Future Annexation Area" means the geographic area specifically identified as Future Annexation Area in Exhibit A of this Rate and Method of Apportionment.

"Land Use Class" means any of the classes listed in Table 1 and Table 2. For property that annexes into CFD No. 2022-01, different Land Use Classes may be established by creating a separate Tax Zone for such annexed property.

"Maximum Special Tax" means, for each Fiscal Year, the maximum Special Tax, determined in accordance with Section C, below, that can be levied on any Assessor's

Parcel. For property that annexes into CFD No. 20121-01, a different Maximum Special Tax may be established by creating a separate Tax Zone for such annexed property.

"Notice of Amended Special Tax Lien" means a notice that needs to be recorded with the County after the City determines that the Special Tax has been authorized by the Property Owners of annexed properties. The Notice of Amended Special Tax Lien will include a description of the Special Tax and the name of the Property Owner of each Assessor Parcel being annexed into CFD No. 2022-01. The CFD Administrator shall prepare and record the notice.

"Property Owner" means the owner of fee title to an Assessor Parcel.

"Property Owner Association" means any association formed to represent residential housing interests in CFD No. 2022-01, which also has the resources to manage and maintain Property Owner Association Property or similar.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2022-01 that is owned by or irrevocably offered for dedication to a property owner association, including any master or sub-association, not including any such property that is located directly under a residential or non-residential structure.

"Proportionately" means that the ratio of the actual annual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels of Developed Property.

"Public Property" means, for each Fiscal Year, (i) any property within the boundaries of CFD No. 2022-01 that is owned by or irrevocably offered for dedication to the federal government, the State, the City, or any other public agency; provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act, as such section may be amended or replaced, shall be taxed and classified in accordance with its use; or (ii) any property within the boundaries of CFD No. 2022-01 that is encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement.

"Rate and Method of Apportionment" or "RMA" means this Rate and Method of Apportionment of Special Tax.

"Residential Property" means all Assessor's Parcels of Developed Property for which a Building Permit has been issued by the County for purposes of constructing one or more residential Dwelling Units.

"Residential Property – In Compliance" means a definition of Residential Property that is only relevant for the purpose of calculating the annual Neighborhood Park & Street Lighting Maintenance Special Tax, the Stormwater Special Tax and the Open Space Maintenance Special Tax components, as identified in Table 2, and shall be applied each Fiscal Year only to Residential Property for which a Property Owner Association and/or the property owner, or any designee thereof, of the Residential Property has notified the City in writing by the February 1st preceding the Fiscal Year that it wishes to assume responsibility for maintaining its parcel's frontage landscaping, and stormwater and the City Manager or his/her designee has determined that the Property Owner Association and/or Property Owner, or any designee thereof, has maintained its parcel's frontage landscaping and stormwater in previous Fiscal Years to City Landscape and Stormwater Maintenance Standards. In addition, in order for any Residential Property to be defined

as Residential Property – In Compliance, all Residential Properties within the boundaries of CFD No. 2022-01, as defined in the Resolution of Formation, must also be defined as Residential Property – In Compliance. With respect to future development in Assessor's Parcels not identified in the Resolution of Formation, Residential Property – In Compliance status will be evaluated based on the Unanimous Approval Form prepared for those Assessor's Parcels at the time of annexation, pursuant to the Act.

"Residential Property – Out of Compliance" means all Residential Property that is not Residential Property – In Compliance.

"Resolution of Formation" means the resolution adopted by the Council pursuant to Section 53325.1 of the Act, establishing CFD No. 2022-01.

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

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

"Special Tax Component" means one of the following components of the Special Tax: Neighborhood Parks & Street Lighting Maintenance Special Tax, Neighborhood Landscape Maintenance Special Tax, Stormwater Maintenance Special Tax, and/or Open Space Maintenance Special Tax, as identified in Table 1 and Table 2.

"Special Tax Requirement" means that amount to be collected in any Fiscal Year for CFD No. 2022-01 to pay for certain costs as required to meet the needs of CFD No. 2022-01 in that Fiscal Year. The costs to be covered shall be the direct costs for (i) Authorized Services, and (ii) Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, if any, as determined by the CFD Administrator. Under no circumstances shall the Special Tax Requirement include debt service payments for debt financings by CFD No. 2022-01.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2022-01 which are not exempt from the Special Tax pursuant to law or Section E below.

"Tax Zone" means mutually exclusive geographic areas defined herein and identified in Exhibit A of this Rate and Method of Apportionment. All of the property within CFD No. 2022-01 at the time of CFD Formation is located within Tax Zone 1. Additional Tax Zones may be created when Assessor Parcels are annexed into CFD No. 2022-01. A separate Maximum Special Tax shall be identified for Assessor Parcels within the new Tax Zone at the time of such annexation. The Assessor Parcels included within a new Tax Zone shall be identified in the Unanimous Approval Form.

"Tax Zone 1" means the geographic area specifically identified in Tax Zone 1 in Exhibit A of this Rate and Method of Apportionment.

"Unanimous Approval Form" means the form executed by the Property Owner(s) of the

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Assessor Parcel(s) to be annexed into CFD No. 2022-01 that constitutes the Property Owner's approval and unanimous vote in favor of annexation into CFD No. 2022-01.

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

#### B ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Assessor's Parcels, as applicable within CFD No. 2022-01, shall be classified by the CFD Administrator as Developed Property, Undeveloped Property, Property Owner Association Property, or Public Property, and shall be subject to annual Special Taxes in accordance with this Rate and Method of Apportionment as determined by the CFD Administrator pursuant to Sections C and D below. The CFD Administrator's allocation of property to each type of Land Use Class shall be conclusive and binding. However, only Developed Property shall be subject to annual Special Taxes in accordance with the Rate and Method of Apportionment as determined pursuant to Sections C and D below. The CFD Administrator shall also determine the Tax Zone within which each Assessor's Parcel is located.

#### C MAXIMUM SPECIAL TAX RATE

#### C.1 Developed Property

#### C.1.a Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2021-22 for Developed Property is shown below. Under no circumstances shall a Special Tax be levied on additions to Dwelling Units which have been categorized in prior Fiscal Years as Developed Property. For property that annexes into CFD No. 2022-01, different maximum rates may be established by creating a separate Tax Zone for such annexed property. Alternatively, property may be annexed into a Tax Zone, that was established prior to the annexation, and such property shall be subject to the Maximum Special Tax applicable to that Tax Zone.

Table 1: Maximum Special Taxes for Developed Property – Out of Compliance
Tax Zone 1 of Community Facilities District No. 2022-01
For Fiscal Year 2021-22

TOT TISCULT FOR BOLL EL			
Land Use	Description	FY 2021-22 Maximum Special Tax	
Residential Pro	perty (Out of Compliance)		
Special Tax Con	nponent (Per Dwelling Unit)		
Neighborhood	Park & Street Lighting Maintenance Special Tax	\$598.42	
	Landscape Maintenance Special Tax	\$541.37	
	intenance Special Tax	\$126.04	
	intenance Special Tax	\$47.79	
	Total:	\$1,313.62	

Table 2: Maximum Special Taxes for Developed Property – In Compliance
Tax Zone 1 of Community Facilities District No. 2022-01
For Fiscal Year 2021-22

Land Use	Description	FY 2021-22 Maximum Special Tax
Residential Prop	perty (In Compliance)	
	ponent (Per Dwelling Unit)	4
Neighborhood Park & Street Lighting Maintenance Special Tax		\$598.42
Neighborhood Landscape Maintenance Special Tax		N/A
Stormwater Maintenance Special Tax		\$74.43
Open Space Main	ntenance Special Tax	\$47.79
	Total:	\$720.64

#### C.1.b Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2022, the Maximum Special Tax for Developed Property shall be increased annually by the greater of the change in the San Francisco Urban Consumer Price Index (during the twelve (12) months prior to December of the previous Fiscal Year) and two percent (2.00%), with a maximum annual increase of four (4.00%) percent for any given Fiscal Year.

#### C.2 Undeveloped Property

No Special Taxes shall be levied on Undeveloped Property.

#### C.3 Prepayment of Special Tax

No prepayment of the Special Tax shall be permitted in CFD No. 2022-01.

#### D METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2021-22 and for each following Fiscal Year, the Council shall levy the annual Special Tax Proportionately for each Assessor's Parcel of Developed Property at up to 100% of the applicable Maximum Special Tax, until the amount of Special Taxes equals the Special Tax Requirement.

#### E EXEMPTIONS

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

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Exempt Welfare Property.

#### F REVIEW/APPEAL PROCESS

Any landowner or resident may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator

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deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has thirty (30) days in which to appeal to the City Council by filing a written notice of appeal with the clerk of the City, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

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

#### G MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that CFD No. 2022-01 may directly bill the Special Tax, may collect Special Tax levies at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

#### H FUTURE ANNEXATIONS

If, in any Fiscal Year, a Property Owner within the Future Annexation Area wants to annex property into CFD No. 2022-01, the CFD Administrator shall apply the following steps as part of the annexation proceedings:

<u>First</u>: Working with the City and the Property Owner, the CFD Administrator shall determine the Maximum Special Tax that will apply to all Land Use Classes expected within the area to be annexed. Once determined, the Maximum Special Tax for the annexing area shall be identified in the Unanimous Approval Form which will be executed by the Property Owner as part of the annexation process. If the Maximum Special Tax that will apply to the annexed area is different than the Maximum Special Tax that is in effect for other Tax Zones that exist at the time of the annexation, the newly annexed area shall be designated as a separate Tax Zone for purposes of this Rate and Method of Apportionment.

<u>Second</u>: The Unanimous Approval Form shall be executed by the Property Owner(s) of the Assessor Parcel(s) annexing into CFD No. 2022-01. No additional hearings or procedures shall be required, as the executed Unanimous Approval Form shall be deemed to constitute a unanimous vote in favor of the authorization to levy the Special Tax of CFD No. 2022-01 on the Assessor Parcel(s).

<u>Third</u>: The CFD Administrator shall prepare an annexation boundary map and a Notice of Amended Special Tax Lien for the properties to be annexed into CFD No. 2022-01. Once the City has determined the Special Tax has been authorized by the Properties Owner(s), the CFD Administrator shall ensure the annexation boundary map and Notice of Amended Special Tax Lien are recorded with the County.

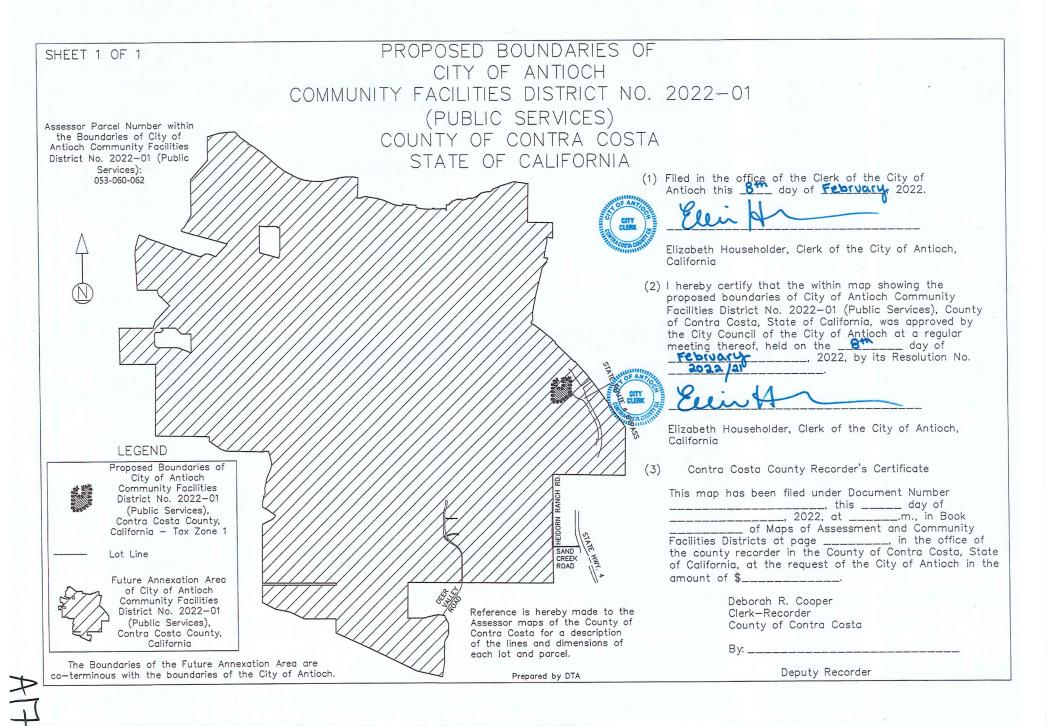
January 4, 2022 / A 1 4

#### I TERM OF SPECIAL TAX

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

## EXHIBIT A

**IDENTIFICATION OF TAX ZONES** 



#### ATTACHMENT "B"

#### **RESOLUTION NO. 2022/\*\***

#### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH CALLING SPECIAL ELECTION CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

WHEREAS, on March 22, 2022, this City Council adopted its "Resolution of the City Council of the City of Antioch, Formation of Community Facilities District" (the "Resolution of Formation") ordering the formation of the "City of Antioch Community Facilities District No. 2022-01 (Public Services)" (the "CFD"), authorizing the levy of a special tax on property within the CFD and preliminarily establishing an appropriations limit for the CFD, all pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

**WHEREAS**, pursuant to the Resolution of Formation, the propositions of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors of the CFD as required by the Act; and

**WHEREAS**, pursuant to Sections 53326 and 53325.7 of the Act, the issues of the levy of the special tax and the establishment of the appropriations limit shall be submitted to the qualified electors (as defined below) of the CFD at an election called therefore as provided below;

NOW, THEREFORE, BE IT RESOLVED that accordingly, and pursuant to Section 53326 of the Act, this Council finds that, for these proceedings, the qualified electors are the landowners within the CFD and that the vote shall be by such landowners or their authorized representatives, each having one vote for each acre or portion thereof such landowner owns in the CFD as of the close of the public hearings; and

BE IT FURTHER RESOLVED that this Council hereby calls a special election to consider the measures described above, which shall be held on April 12, 2022, and the results thereof canvassed at the meeting of this Council on April 12, 2022. It is hereby acknowledged that the City Clerk has on file the Resolution of Formation, a map of the boundaries of the CFD, and a sufficient description to allow the City Clerk to determine the electors of the CFD. Pursuant to Section 53327 of the Act, the election shall be conducted by messenger or mail-delivered ballot pursuant to Section 4000 of the California Elections Code. This Council hereby finds that paragraphs (a), (b), (c) (1) and (c)(2) of Section 4000 are applicable to this special election; and

BE IT FURTHER RESOLVED that as authorized by Section 53353.5 of the Act, the propositions described in Section 2 above shall be combined into a single ballot measure, the form of which is attached hereto as Exhibit A and by this reference incorporated herein and the form of ballot is hereby approved. The City Clerk is hereby authorized and directed to cause a ballot, in substantially the form of Exhibit A, to be delivered to each of the qualified electors of the CFD. Each ballot shall indicate the number of votes to be voted by the respective landowner to which the ballot pertains. Each ballot shall be accompanied by all supplies and written instructions necessary for the use and return of the ballot. The envelope to be used to return the ballot was enclosed with the ballot and contained the following: (a) a declaration, under penalty of perjury, stating that the voter is the owner of record or authorized representative of the landowner entitled to vote, (b) the signature of the voter, (c) the date of signing and place of execution of the declaration, and (d) a notice that the envelope contains an official ballot and is to be opened only at the special election; and

BE IT FURTHER RESOLVED that this City Council hereby further finds that the provisions of Section 53326 of the Act requiring a minimum of 90 days following the adoption of the Resolution of Formation to elapse before the special election are for the protection of the qualified electors of the CFD. There is on file with the City Clerk a written waiver executed by all of the qualified electors of the CFD allowing for a shortening of the time for the special election to expedite the process of formation of the CFD and waiving any requirement for notice, analysis and arguments in connection with the election. Accordingly, this City Council finds and determines that the qualified electors have been fully apprised of and have agreed to the shortened time for the election and waiver of analysis and arguments, and have thereby been fully protected in these proceedings. This City Council also finds and determines that the City Clerk has concurred in the shortened time for the election. Analysis and arguments with respect to the ballot measures are hereby waived, as provided in Section 53327 of the Act; and

**BE IT FURTHER RESOLVED** that the Director of Finance is hereby authorized and directed to take all actions necessary or advisable to give effect to the transactions contemplated by this resolution.

**BE IT FURTHER RESOLVED** that this resolution shall become effective immediately.

**RESOLUTION NO. 2022/\*\*** March 22, 2022

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 22<sup>nd</sup> day of March 2022, by the following vote:

AYES:

NOES:

**ABSTAIN:** 

**ABSENT:** 

ELIZABETH HOUSEHOLDER CITY CLERK OF THE CITY OF ANTIOCH

#### **EXHIBIT A**

#### FORM OF BALLOT

CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

#### FORM OF BALLOT

#### CITY OF ANTIOCH COMMUNITY FACILITIES DISTRICT NO. 2022-01 (PUBLIC SERVICES)

### OFFICIAL BALLOT SPECIAL TAX ELECTION

This ballot is for a special, landowner election. You must return this ballot in the enclosed envelope, either by mail or in person, to the office of the City Clerk of the City of Antioch no later than the public hearing on the proposed Community Facilities District, which will be held during the Council meeting starting at 7:00 p.m. on Tuesday, March 22, 2022. In order to ensure all ballots are received in time, the City requests that you return your ballot to the City Clerk no later than the close of business on Tuesday, March 22, 2022.

The City Clerk's office is located at:

City of Antioch 200 H Street Antioch, CA 94509

To vote, mark a cross (X) on the voting line after the word "YES" or after the word "NO". All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk and obtain another ballot.

**BALLOT MEASURE NO. 1**: Shall the City of Antioch be authorized to annually levy a special tax solely on lands within the City of Antioch Community Facilities District No. 2022-01 (Public Services) (the "CFD") in accordance with the Rate and Method contained in the Resolution of Formation of the CFD adopted by the City Council on March 22, 2022, to pay for the public services and pay related administrative costs, all as specified in the Resolution of Formation.

YES: _	 	_
NO: _		

By execution in the space provided below, (a) you represent and warrant that the property information listed below is true and correct, and (b) you indicate your waiver of (i) the time limit pertaining to the conduct of the election, (ii) any requirement for analysis and arguments with respect to the ballot measure, and (iii) any irregularity in the proceedings that may be claimed as a result of the application of such waivers.

B5

The Property that is subject of this Ballot is identified as	3:
APN: 053-060-062-6	
The total acreage of the property: 36.585 acres	
Total number of votes: 37	
Dated:, 202	2
KB Home North Bay, LLC	
By:	
Name:	



#### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting March 22, 2022

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

**SUBMITTED BY:** Tasha Johnson, Youth Services Network Manager TJ

**APPROVED BY:** Cornelius H. Johnson, Interim City Manager

**SUBJECT:** Mayor's Apprenticeship Program Overview

#### RECOMMENDED ACTION

It is recommended that City Council receive the presentation and provide direction to staff.

#### **FISCAL IMPACT**

The fiscal impact is estimated to range from \$600,000-\$625,000 per year for a cohort of 20 participants.

#### **DISCUSSION**

Economically vulnerable populations are struggling to meet the basic needs of housing, food security and access to healthcare; consequently, there is an impact of violence affecting these communities. The City's leadership is intent on offering strategies for addressing healthier outcomes for individuals, neighborhoods and the city. The youth and young adults in the City of Antioch, specifically in the Sycamore area, are being adversely affected by lack of skills and employment opportunity. They face numerous challenges and barriers that must be addressed as the City of Antioch strives to truly realize that opportunity lives here for all youth and young adults. Making available a comprehensive workforce development program not only addresses the needs and helps to prepare a local future workforce, but also builds economic stability for a better quality of life.

The Mayor's Apprenticeship Program (MAP) is a paid workforce development opportunity in the City of Antioch proposed for young adults ages 18-26. The pilot program will employ 20 participants who are underemployed, underserved and underestimated. The young adults selected may possess multiple barriers they are facing and may be justice involved, unhoused, former foster youth and more.

MAP GOALS

- Develop a learning culture that encourages and supports training, continuing education, and professional development
- Strengthen the orientation of young adults to career pathways
- · Generate marketable skills for the workforce
- Provide an opportunity to be an active member of the community and become economically self-sufficient

The program elements consist of the following:

- Workforce development training (traditional workshops and experiential learning)
- Job placement in divisions throughout Public Works
- Ongoing support services to address barriers

A third party provider will be secured to deliver training, coaching support and programmatic evaluation.

In addition to secured part-time employment, the MAP will link needs and resources by:

1) identifying and providing referrals to local community-based organizations 2) connecting participants to higher education opportunities and career pathways 3) developing positive self-identity. \*Success of the MAP supports the City of Antioch's talent pipeline.\*

With City Council concurrence, next steps include:

- City solicitation of a program services provider
- Recruitment of participants
- Onboarding of part-time City employees
- A program start date tentatively identified as July 6, 2022
- A program end date tentatively identified as April 22, 2023

#### **ATTACHMENTS**

None



#### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 22, 2022

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

SUBMITTED BY: Dawn Merchant, Finance Director

**SUBJECT:** American Rescue Plan Act Funding

#### **RECOMMENDED ACTION**

It is recommended that the City Council provide feedback and direction regarding the allocation of American Rescue Plan Act funding received by the City of Antioch and adopt a resolution authorizing the necessary FY22 & 23 budget amendments for expenditures approved at the March 22, 2022 meeting.

#### **FISCAL IMPACT**

The City of Antioch will be receiving a total of \$21,550,900 in funds from the American Rescue Plan Act ("ARPA"). \$10,775,450 was received in May 2021, with the remaining balance of \$10,775,450 to be received in May 2022. The funding and spending allocations will be accounted for in the American Rescue Plan Special Revenue Fund established with the adoption of the FY2021-23 Budget.

#### DISCUSSION

The American Rescue Plan Act of 2021 ("ARPA") was signed into law on March 11, 2021, and will deliver \$350 billion for eligible state, local, territorial, and tribal governments to respond to the COVID-19 emergency. Funding for eligible expenditures must be spent or obligated by December 31, 2024 and covers expenditures from March 3, 2021 through December 31, 2024. Funds obligated by December 31, 2024 but not yet spent have to be spent by December 31, 2026. For purposes of the ARPA, obligated means an order placed for property or services and entering into contracts, subawards and similar transactions that will require payment after December 31, 2024. Antioch is an entitlement City and will be receiving a total of \$21,550,900 directly from the Department of the Treasury ("Treasury") split into two payments. The first payment was received in May 2021 with the second payment coming in May 2022.

In July 2021, staff presented City Council a summary level overview of eligible uses of the funds based on an interim final rule released by the Treasury. The final rule has since been released providing clarification and updates on guidance. As previously reported to City Council in July 2021:

The main priorities and principles of the funding are to provide relief to:

- Support urgent COVID-19 response efforts to continue to decrease the spread of the virus and bring the pandemic under control;
- Replace public sector revenue to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and business; and
- Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic on certain populations.

Recipients may use these funds specifically to:

- Support public health expenditures (as outlined in the final rule);
- Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries and the public sector for those within a Qualified Census Tract or to other populations, households or geographic areas disproportionately impacted by the pandemic;
- Replace lost public sector revenue to provide government services to the extent of lost revenue. Under the interim final rule, the City did not initially qualify for expenditures under this category. In the newly released final rule, the City can take an allowance of up to \$10M in lost revenue to spend on government services; and
- Invest in water, sewer, and broadband infrastructure (as outlined in the final rule).

In July, City Council discussed holding meetings within their respective districts regarding use of funding and to bring back the discussion at a future date. City Council felt there was time to consider the best utilization of the funding. While it is true that the City has until December 31, 2024 to spend and obligate the funds, it is imperative that the City demonstrate to the Treasury that funds are being spent and/or obligated. The City is required to report quarterly to the Treasury and agencies have been notified that project expenditures reported at zero may result in additional compliance follow-up from the Treasury. The City has reported zero expenditures to the Treasury in two required reports thus far.

As the City Council deliberates on the allocation of the funds to projects and/or programs it is important to keep in mind that ARPA funds are temporary in nature and non-recurring so their use should be applied primarily to non-recurring expenditures or pilot programs that will provide the best investment in our community. Thoughtful consideration should be given to the best use of funds. Guiding principles issued by the Government Finance Officers Association include the following:

 Care should be taken to avoid creating new programs or add-ons to existing programs that require an ongoing financial commitment.

- Replenishing reserves used to offset revenue declines during the pandemic should be given high priority to rebuild financial flexibility/stability and restore fiscal resiliency.
- Use of ARPA funds to cover operating deficits caused by COVID-19 should be considered temporary and additional budget restraint may be necessary to achieve/maintain structural balance in future budgets.
- Investment in critical infrastructure is particularly well-suited use of ARPA funds because it is a non-recurring expenditure that can be targeted to strategically important long- term assets that provide benefits over many years. However, care should be taken to assess any on-going operating costs that may be associated with the project.

ARPA Scanning and Partnering Efforts. State and local jurisdictions should be aware of plans for ARPA funding throughout their communities.

- Local jurisdictions should be cognizant of state-level ARPA efforts, especially regarding infrastructure, potential enhancements of state funding resources, and existing or new state law requirements.
- Consider regional initiatives, including partnering with other ARPA recipients. It is
  possible there are many beneficiaries of ARPA funding within your community,
  such as schools, transportation agencies and local economic development
  authorities. Be sure to understand what they are planning and augment their
  efforts; alternatively, creating cooperative spending plans to enhance the structural
  financial condition of your community.

Take Time and Careful Consideration. ARPA funds will be issued in two tranches to local governments. Throughout the years of outlays, and until the end of calendar year 2024, consider how the funds may be used to address rescue efforts and lead to recovery.

- Use other dedicated grants and programs first whenever possible and save ARPA funds for priorities not eligible for other federal and state assistance programs.
- Whenever possible, expenditures related to the ARPA funding should be spread over the qualifying period (through December 31, 2024) to enhance budgetary and financial stability.
- Adequate time should be taken to carefully consider all alternatives for the prudent use of ARPA funding prior to committing the resources to ensure the best use of the temporary funding.

Attachment A provides a list of potential funding items for City Council to consider based on previous City Council and staff discussions. This list is not exclusive and additional items this governing body wants to consider can be added. We are asking for direction and/or authorization to start the process of allocating funds so that we may demonstrate to the Treasury that we have a spending plan so that we don't risk losing any of the funds that can make a substantial impact to our community. Based on direction given, staff will further determine eligibility within ARPA guidelines.

### **ATTACHMENTS**

- A. ARPA Spending IdeasB. Resolution

#### **ATTACHMENT A**

#### ARPA SPENDING IDEAS

- Mental Health Crisis Response pilot. Estimated cost of \$1.8M/year for 2 years = \$3.6M
- 2. Bridge Housing Support Services pilot. Conservative estimated cost of \$2.6M for master lease, \$3.1M support services and \$250K/year for 2 CORE Team members = \$6M all-inclusive cost for 2 years
- 3. Small business grants \$500K
- 4. Facade Improvement Grants \$500K
- 5. Small business support \$1.5M
  - a. Business expansion assistance
  - b. Technical assistance
  - c. Entrepreneurship training
  - d. Industry incubator
    - i. Temporary staffing, consultants, and software to help implement the above business programs would be needed
- 6. Bicycle Garden \$3M
- 7. Mayor's Apprenticeship Program
- 8. Rehabilitation of building for Public Safety & Community Resources Department
- 9. L Street improvements (drainage/storm water treatment) \$2.5M
- 10.Add Wi-Fi in the downtown area that meets the guidelines of the broadband infrastructure requirements in ARPA. The estimated installation cost is \$60,000 and would have an annual maintenance and support cost of approximately \$25,000/yr.
- 11. Upgrade of City facility ventilation systems to address public health impacts as an infection prevention measure for congregate settings.
- 12. Park Enhancements \$4.5M
- 13. Two all-inclusive parks \$2M
- 14. Aquatic Center needs \$3M
  - a. Locker room/multi-use/concession/office renovations \$1M
  - b. Perimeter fence replacement \$500K
  - c. Deck repair \$850K
  - d. Pool plaster replacement \$250K
  - e. Boulder structure repair \$250K
  - f. Slide restoration \$150K
- 15. Nick Rodriguez/Senior Center renovation/ADA upgrades that exceed \$2.2M being awarded from State.
- 16. Large trash capture device \$500K
- 17. NE Annexation storm drain improvements cost TBD
- 18. Water meter AMI \$5M
- 19. Brackish Water Desal \$17M
- 20. Recycled water expansion \$TBD
- 21. EOC/Community Room technology upgrades \$300K

#### <u>ATTACHMENT A</u>

#### ARPA SPENDING IDEAS, Cont.

- 22. Utility bill assistance
- 23. Government services up to \$10M (this will free General Fund monies to pay for other projects/services the Council may want to pursue)
- 24. Weekly COVID testing City providing to employees through Kyla
- 25. Pay for COVID Sick Leave required to be provided to City employees as required by the State of California effective January 1, 2022.
- 26. Pay for unemployment costs charged to the City from the State Unemployment Development Department as allowed in the guidance to respond to negative economic impacts. It is recommended to allocate \$240,000 initially to cover the estimated cost through December 2024.
- 27. Pay for Police overtime costs associated with covering employee shifts for those out with COVID related illness

#### **ATTACHMENT B**

#### RESOLUTION NO. 2022/\*\*

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH APPROVING AMENDMENTS TO THE 2022 AND 2023 FISCAL YEAR BUDGETS FOR ARPA EXPENDITURES UNDER CONSIDERATION AND APPROVED ON MARCH 22, 2022

**WHEREAS**, the City of Antioch received \$10,775,450 in American Rescue Plan Act ("ARPA") funding in May 2021 and will be receiving another \$10,775,450 in May 2022; and

**WHEREAS**, the City may use ARPA funds to support public health expenditures, address negative economic impacts caused by the public health emergency, replace lost public sector revenue to provide government services and invest in water, sewer and broadband infrastructure:

**WHEREAS**, the City Council has considered and approved funding allocations within these guidelines at the March 22, 2022 City Council meeting; and

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Antioch hereby approves the amendments to the fiscal year 2022 and 2023 budgets for ARPA funding allocations discussed and approved at the City Council meeting of March 22, 2022 incorporated as Exhibit A.

\* \* \* \* \* \*

I HEREBY CERTIFY that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 22nd day of March 2022, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	ELIZABETH HOUSEHOLDER
	CITY CLERK OF THE CITY OF ANTIOCH



#### STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of March 22, 2022

TO: Honorable Mayor and Members of the City Council

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

**APPROVED BY:** Cornelius H. Johnson, Interim City Manager

SUBJECT: Existing Street Sweeping Services in the City of Antioch

#### **RECOMMENDED ACTION**

It is recommended that the City Council receive a presentation by Delta Diablo on their existing street sweeping services and provide feedback

#### **FISCAL IMPACT**

This recommended action has no direct fiscal impact at this time.

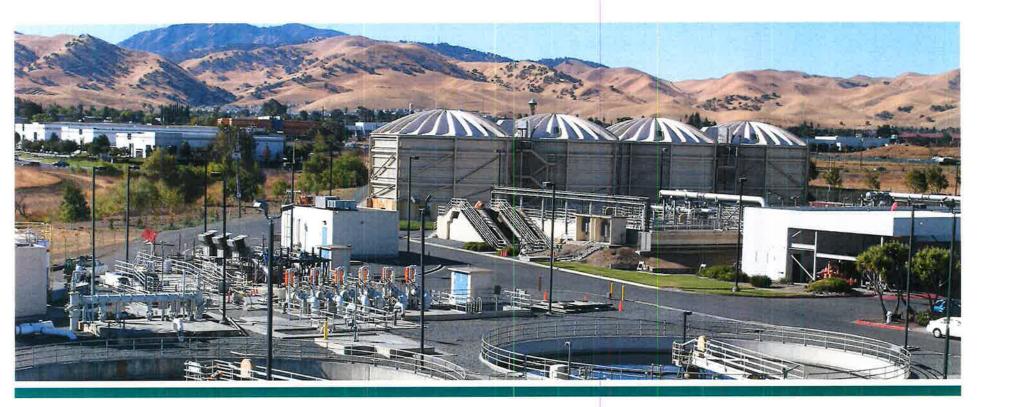
#### DISCUSSION

During the City Council meeting on October 26, 2021, City Councilmember Torres-Walker requested a discussion on street sweeping, hourly parking, and parking enforcement.

Delta Diablo collects taxes for street sweeping services for the Cities of Antioch and Pittsburg, and the community of Bay Point. For the City of Antioch, Delta Diablo hires a private street sweeping contractor to sweep all City streets once per month.

#### **ATTACHMENTS**

PowerPoint slide presentation prepared by Dean H. Eckerson, PE, Delta Diablo Resource Recovery Services Director



## City of Antioch

Street Sweeping Services



TRANSFORMING WASTEWATER TO RESOURCES

# Street Sweeping Services Background Information – Pollution Prevention



## Program Responsibilities

- Delta Diablo
  - Revenue Collection parcel service charge
  - Administer service provider Contract Sweeping Services
  - Respond to customer inquiries and concerns
- City of Antioch
  - Coordinate public education and outreach
  - Request initiation of service on newly accepted streets

### Program Benefits

- Satisfies Clean Water Permit requirements
- Prevents pollutants from entering storm drain/surface waters
- Alleviates storm drain blockages and localized flooding

## **Street Sweeping Services**

### **Coordination Activities**

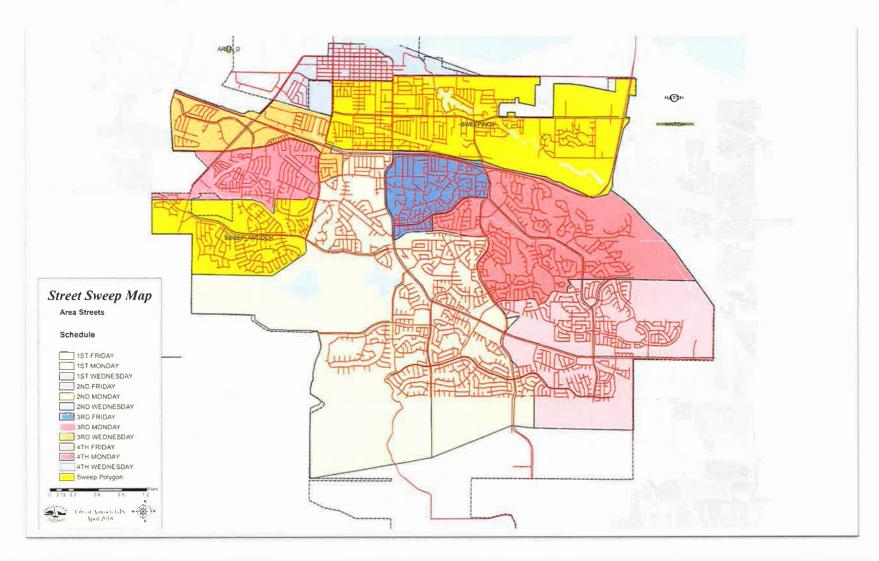


- Quality Control Scheduled Sweeping
  - Customer engagement residences and businesses
  - Management and control of pollutants at source
  - Unobstructed access to curb on sweeping day
    - Move parked vehicles
    - Clear obstructions
      - Basketball hoops
      - Low hanging tree branches
      - Broken concrete

## **Street Sweeping Services**

## **Route Map**



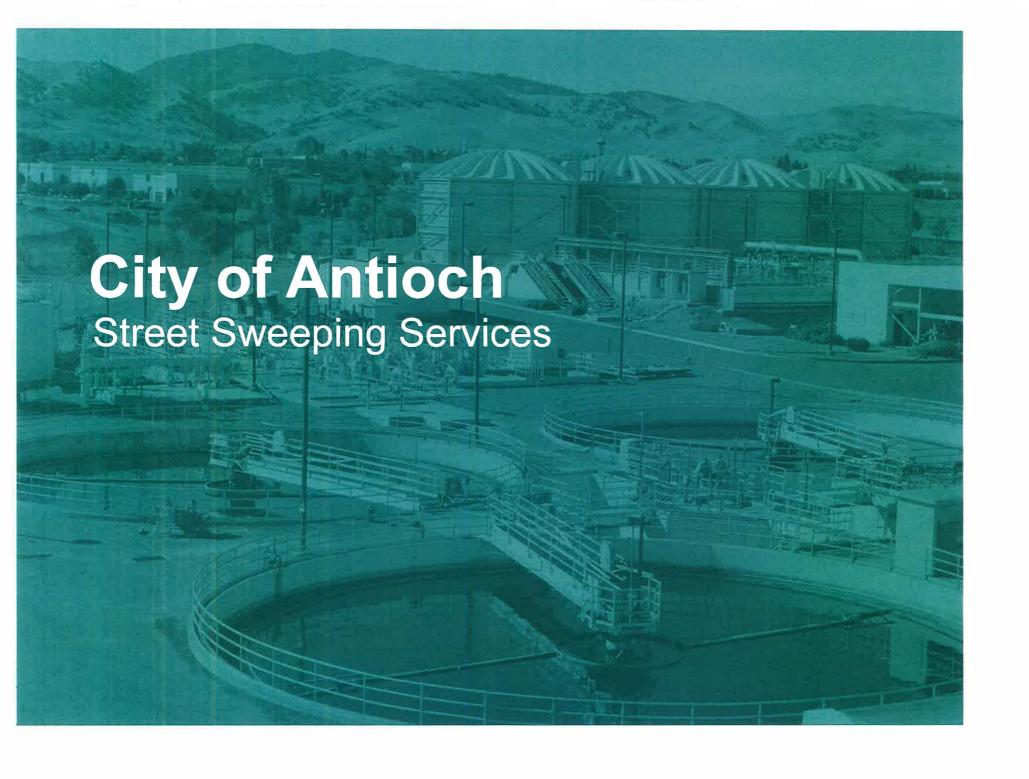


## Street Sweeping Services

## **Delta** Diablo

## **Additional Information**

- Leaf Season
  - Cannot remove large leaf piles use green waste containers
- Delta Household Hazardous Waste Collection Facility
  - Safe waste disposal to help protect waterways
- Delta Diablo Website



## **Contact Information**



## **Dean Eckerson**

Resource Recovery Services Director

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