



## **ANNOTATED AGENDA**

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

**Including the Antioch City Council acting as  
Housing Successor to the Antioch Development Agency**

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Date: **Tuesday, May 10, 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](http://www.antiochca.gov)). Please see inside cover for detailed Speaker Rules.*

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

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

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

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

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

The public has the opportunity to address the Council on each agenda item. 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 4 Wilson, Mayor Pro Tem (District 2) Barbanica, and Mayor Thorpe (Council Members District 1 Torres-Walker and District 3 Ogorchock – Absent)***

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

#### **CLOSED SESSION:**

- 1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION** – pursuant to California Government Code section 54956.9: Joshua Bickham v. City of Antioch et al. United States District Court Northern District of California Case No. Case No. 3:21-cv-05017-SK.

***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 Public Works Association, and Antioch Police Sworn Management Association.

***No reportable action***

**7:01 P.M.      ROLL CALL – REGULAR MEETING** – for City /City Council Members acting as Housing Successor to the Antioch Development Agency – ***Council Members (District 1 Torres-Walker attended via Zoom Webinar), District 4 Wilson, Mayor Pro Tem (District 2) Barbanica, and Mayor Thorpe (Council Member District 3 Ogorchock – Absent)***

## **PLEDGE OF ALLEGIANCE**

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

**MARCH 22, 2022, COUNCIL MEETING CLOSED SESSION ITEM #1 REPORT OUT – 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.

**Council approved settlement in the amount of \$218,000**

#### **1. INTRODUCTION OF NEW CITY EMPLOYEES**

#### **2. PROCLAMATIONS**

- Honoring Our Elders Month, May 2022
- Be Kind to Animals Month, May 2022
- Asian-American Pacific Islander Heritage Month, May 2022
- National Public Works Week, May 15-21, 2022

**Approved, 4/0**

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

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

- ANTIOCH HISTORICAL SOCIETY HISTORY WALK – MAY 14, 2022
- BLACK DIAMOND DAY – MAY 21, 2022

#### **4. ANNOUNCEMENTS OF BOARD AND COMMISSION OPENINGS**

- SALES TAX CITIZENS' OVERSIGHT COMMITTEE
- CONTRA COSTA MOSQUITO & VECTOR CONTROL BOARD OF TRUSTEES

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

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

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

- 5. CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency**
- A. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 12, 2022**  
*Continued, 4/0*  
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- B. APPROVAL OF COUNCIL SPECIAL MEETING MINUTES FOR APRIL 19, 2022**  
*Continued, 4/0*  
Recommended Action: It is recommended that the City Council continue the Special Meeting Minutes.
- C. APPROVAL OF COUNCIL MEETING MINUTES FOR APRIL 26, 2022**  
*Continued, 4/0*  
Recommended Action: It is recommended that the City Council continue the Meeting Minutes.
- D. APPROVAL OF COUNCIL WARRANTS**  
*Approved, 4/0*  
Recommended Action: It is recommended that the City Council approve the warrants.
- E. APPROVAL OF HOUSING SUCCESSOR WARRANTS**  
*Approved, 4/0*  
Recommended Action: It is recommended that the City Council approve the warrants.
- F. REJECTION OF CLAIMS: SUSANA SHIPPAM AND ISURU KARUNARATNE**  
*Rejected, 4/0*  
Recommended Action: It is recommended that the City Council reject the claims submitted by Susana Shippam and Isuru Karunaratne.
- G. AB 361: RESOLUTION MAKING FINDINGS NECESSARY TO CONDUCT BROWN ACT MEETINGS BY TELECONFERENCE FOR THE CITY COUNCIL, BOARDS, COMMISSIONS, AND COMMITTEES**  
*Reso No. 2022/76 adopted, 4/0*  
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.



**CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued**

- H. RESOLUTION URGING CONTRA COSTA COUNTY TO ENACT IMMEDIATE MEASURES TO PHASE OUT EXISTING OIL AND GAS OPERATIONS ON COUNTY LANDS, AND TO PROHIBIT ANY NEW DRILLING**

***Reso No. 2022/77 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt the resolution urging Contra Costa County to enact immediate measures to phase out existing oil and gas operations on County lands, and to prohibit any new drilling.

- I. ARCTIC WOLF NETWORK ANNUAL CONTRACT RENEWAL**

***Reso No. 2022/78 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute an agreement with Arctic Wolf Network cyber security services in the amount not to exceed \$90,000.

- J. SEVENTH AMENDMENT TO THE CONSULTING SERVICES AGREEMENT WITH COASTLAND FOR ON-CALL CONSULTANT INSPECTION SERVICES**

***Reso No. 2022/79 adopted, 4/0***

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

- 1) Approving the seventh amendment to the Consulting Services Agreement with Coastland in an amount not to exceed \$250,000 for a total contract amount of \$1,262,500 for on-call consultant inspection services and extending the term of the contract through December 31, 2023; and
- 2) Authorizing and directing the City Manager or designee to execute the seventh amendment to the Agreement with Coastland in a form approved by the City Attorney.

**CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued**

- K. FIRST AMENDMENT TO THE HUNT AND SONS AGREEMENT TO INCREASE THE CONTRACT AMOUNT AND AMEND THE AGREEMENT END DATE FOR THE PURCHASE GASOLINE AND DIESEL FUEL**

***Reso No. 2022/80 adopted, 4/0***

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

- 1) Approving an amendment to Fiscal Years 2021-2022 and 2022-2023 Marina Fund and Vehicle Maintenance Fund Operating budgets to make necessary gas and diesel fuel purchases for the City's fleet of vehicles, equipment, and emergency generators;
- 2) Approving the First Amendment with Hunt and Sons, Inc. which increases the total yearly contract amount by \$200,000 for the current Fiscal Year 2021-22, and by \$250,000 for the remaining fiscal years, and correcting the contract to the appropriate five (5) years, for a total agreement amount not to exceed \$3,700,000; and
- 3) Authorizing the City Manager to execute the First Amendment to the Agreement in a form approved by the City Attorney.

- L. PURCHASE OF NEW FURNITURE FOR THE PUBLIC WORKS OFFICE REMODEL PROJECT**

***Reso No. 2022/81 adopted, 4/0***

Recommended Action: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute purchase orders with specified furniture providers for the Public Works Workstation Remodel project using Cooperative Purchasing agreements for a total combined not to exceed amount of \$330,000.

**CONSENT CALENDAR for City /City Council Members acting as Housing Successor to the Antioch Development Agency – Continued**

- M.** APPROVAL OF PURCHASE OF ONE (1) 2023 TEREX HI-RANGER XT PRO 56 TREE TRUCK ON A FORD F750 REGULAR CAB BASE UTILIZING SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 110421-TER WITH TEREX UTILITIES, INC.

***Reso No. 2022/82 adopted, 4/0***

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

- 1) Approving the purchase of one (1) new 2023 Terex Hi-Ranger XT Pro 56 tree truck on a Ford F750 Regular cab base for an amount not to exceed \$197,334.00; and
- 2) Authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Contract No. 110421-TER with Terex Utilities, Inc. for the purchase of the equipment.

- N.** RESOLUTION APPROVING AMENDMENT NO. 6 TO THE CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

***Postponed, 4/0***

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

- 1) Approve Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors, which extends the term of the Agreement for six months to November 15, 2022, and increases the value of the Agreement by \$48,000 for a total amount not to exceed \$304,000; and
- 2) Authorize the City Manager to execute Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors.

## **PUBLIC HEARING**

### **6. INTRODUCTION OF ORDINANCE CREATING THE ANTIOCH POLICE OVERSIGHT COMMISSION**

***To 05/24/2022 for Adoption, 3/1 (Barbanica)***

Recommended Action: It is recommended that the City Council introduce the ordinance, waive the first reading, and read by title only the ordinance creating the Antioch Police Oversight Commission.

***MAYOR PRO TEM BARBANICA REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #9 TO BE HEARD BEFORE PUBLIC HEARING ITEM #7; APPROVED 4/0***

**9:03 P.M. ADJOURNED TO BREAK**

**9:14 P.M. RECONVENED – Council Members (District 1 Torres-Walker attended via Zoom Webinar), District 4 Wilson, Mayor Pro Tem (District 2) Barbanica, and Mayor Thorpe (Council Member District 3 Ogorchock – Absent)**

## **COUNCIL REGULAR AGENDA**

### **9. RECREATIONAL VEHICLE PERMITTING UPDATE**

***Direction provided to staff to bring back models for creating a new registration/permitting process***

Recommended Action: *It is recommended that the City Council:*

- 1) Receive the information on Recreational Vehicle Permits; and*
- 2) Provide direction to staff.*

## **PUBLIC HEARING – Continued**

### **7. ORDINANCE AND MILITARY EQUIPMENT POLICY (#706) PURSUANT TO ASSEMBLY BILL 481**

***To 05/24/2022 for Adoption, 4/0***

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only, the Ordinance adopting a Military Equipment Policy pursuant to Assembly Bill 481.

**PUBLIC HEARING – Continued**

8. PUBLIC HEARING ON THE PROPOSED ORDINANCE AMENDMENT OF SECTION 4-5.411.1(C) OF THE ANTIOCH MUNICIPAL CODE AUTHORIZING ENFORCEMENT OF THE CALIFORNIA VEHICLE CODE TO PRIVATELY OWNED ROADS WITHIN THE LAUREL RANCH SUBDIVISION (P.W. 698)

***To 05/24/2022 for Adoption, 4/0***

Recommended Action: It is recommended that the City Council introduce, waive the first reading, and read by title only, the proposed Ordinance Amendment of Section 4-5.411.1(C) of the Antioch Municipal Code authorizing enforcement of the California Vehicle Code to Privately Owned Roads within the Laurel Ranch Subdivision.

**COUNCIL REGULAR AGENDA – Continued**

***MAYOR PRO TEM BARBANICA HAD REQUESTED A MOTION TO SUSPEND THE RULES TO MOVE COUNCIL REGULAR AGENDA ITEM #9 TO BE HEARD BEFORE PUBLIC HEARING ITEM #7; APPROVED 4/0***

10. UNHOUSED RESIDENT SERVICES – FALL 2022 CYCLE STATE OF CALIFORNIA HOMEKEY PROGRAM AND EXECUTIVE INN LOCATED AT 515 EAST 18TH STREET

***Received presentation with Reso No. 2022/83 adopted, 3/1 (Barbanica)***

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

- 1) Authorizing the City to pursue State of California Homekey Program funding for housing opportunities associated with the Executive Inn located at 515 East 18<sup>th</sup> Street;
- 2) Pledging the 5-year City commitment of a subsidy estimated at \$12.3 million dollars in local funds; and
- 3) Authorizing pursuit of the public procurement process to identify an experienced developer partner to assist with financing, development, long term ownership and operations of the future Homekey site.

## **COUNCIL REGULAR AGENDA – Continued**

11. UNHOUSED RESIDENT SERVICES – PURSUIT OF ADDITIONAL HOUSING SOLUTIONS, INCLUDING THE HOMEKEY PROGRAM AND OTHER FUNDING OPPORTUNITIES

***Direction provided to staff to bring back a proposal to structure Request For Proposal (RFP) for additional opportunities***

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

12. FORMATION OF A HUMAN RIGHTS AND RACIAL EQUITY AD HOC COMMITTEE  
***Reso No. 2022/84 adopted appointing Mayor Thorpe and Council Member District 1 Torres-Walker for a duration of six months, 4/0***

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

- 1) Determine if the City Council wishes to form a Human Rights and Racial Equity Ad Hoc Committee for the purposes described in the resolution;
- 2) Confirm the appointment of two (2) members for the Human Rights and Racial Equity Ad Hoc Committee;
- 3) Confirm the duration of the Human Rights and Racial Equity Ad Hoc Committee; and
- 4) Adopt the resolution forming the Human Rights and Racial Equity Ad Hoc Committee.

13. DISCUSSION ITEM: FORMATION OF THE PUBLIC SERVICES AND COMMUNITY RESOURCES DEPARTMENT

***Direction provided to staff to prepare and bring back an ordinance forming the Public Safety and Community Resources Department, 3/1 (Barbanica)***

Recommended Action: It is recommended that the City Council provide direction whether staff should prepare an ordinance forming the Public Safety and Community Resources Department.

**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 10:37 p.m., 4/0***



## **INTRODUCTION OF NEW CITY EMPLOYEES**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Nickie Mastay, Administrative Services Director 

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➤ Interim City Manager Cornelius Johnson would like to introduce:

- Dr. Steven Ford, Interim Police Chief
- 

➤ Finance Director Dawn Merchant would like to introduce:

- Rashila Chaudhary, Finance Services Supervisor
- 

➤ Administrative Services Director Nickie Mastay would like to introduce:

- Pamela Siliezar, Human Resources Technician
  - Lilia Barajas Lopez, Human Resources Technician
  - Jazzman Brown, Risk Manager
- 

➤ Public Works Director/City Engineer John Samuelson would like to introduce:

- Gonzalo Ramos, Collection Systems Supervisor
  - Matthew McCullough, Equipment Operator
- 

➤ Parks & Recreation Director Brad Helfenberger would like to introduce:

- Shahad Wright, Recreation Supervisor





*IN HONOR OF*  
***HONORING OUR ELDERS MONTH***  
***MAY 2022***

*WHEREAS, The City of Antioch includes a growing number of elder adults who contribute their strength, wisdom, and experience to our community;*

*WHEREAS, Communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported;*

*WHEREAS, The City of Antioch recognizes our need to create a community that provides the services and supports older Americans need to thrive and live independently for as long as possible; and*

*WHEREAS, The City of Antioch can work to build an even better community for our elder residents by planning programs that encourage independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place.*

*NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim May 2022 to be “HONORING OUR ELDERS MONTH” and encourage every resident to recognize the contributions of our elder citizens, help to create an inclusive society and join efforts to support elder Americans’ choices about how they age in their communities.*

**MAY 10, 2022**

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**LAMAR A. THORPE, Mayor**



***BE KIND TO ANIMALS MONTH***  
***May 2022***

*WHEREAS, The week of May 1 - 7, 2022 is celebrated as “Be Kind to Animals Week”;*

*WHEREAS, This special week, is traditionally honored by humane-minded individuals, organizations, and governmental entities across the nation;*

*WHEREAS, We recognize the role of humankind as wise and caring stewards of all animal life;*

*WHEREAS, Kindness and compassion to every living creature uplifts the community and teaches our children by example; and*

*WHEREAS, The Antioch Animal Services program aspires to the highest humane standards in its work and attempts to further kindness to animals through education and responsible adoption.*

***NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim the entire month of May 2022 as  
“BE KIND TO ANIMALS MONTH”  
in the City of Antioch.***

**MAY 10, 2022**

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**LAMAR A. THORPE, Mayor**

**2.02**  
**05-10-22**



*In Honor of*  
**ASIAN AMERICAN & PACIFIC ISLANDER HERITAGE MONTH**  
*May 2022*

*WHEREAS, Asian American and Pacific Islander Heritage Month seeks to honor and recognize the contributions of Antioch residents from Asia, India, and the Pacific Islands;*

*WHEREAS, today more than 20 million Asian American Pacific Islanders live in the United States and through their actions, make the United States of America a more vibrant, prosperous, and secure Nation;*

*WHEREAS, Asian American Pacific Islanders have distinguished themselves as leading researchers in science, medicine, and technology, as innovative farmers and ranchers, as distinguished lawyers, judges, and government leaders, as prominent contributors in the arts, literature, and sports, as war heroes who defended our country from fascism, and as peacetime healthcare heroes currently on the front lines of the COVID-19 pandemic;*

*WHEREAS, Antioch's population is approximately 13 percent Asian American and Pacific Islander (AAPI) and includes devoted community members who serve as artists, business owners, educators, health care professionals, lawyers and judges, clergy members, first responders, and military personnel;*

*WHEREAS, while we celebrate the achievements and contributions of Asian Americans and Pacific Islanders that enrich our history, society, and culture, we must also acknowledge the additional determination, hard work, and perseverance AAPI individuals put forth to be heard and seen;*

*WHEREAS, additional efforts to be heard and seen are a result of inequitable institutional and systemic injustices such as those manifested in racist attacks during the COVID-19 pandemic; and*

*WHEREAS, in these challenging times, it is more important than ever to stand in solidarity to stop the hate and violence. We can turn to our history and community members to remind, educate, transform, and strive for social justice.*

**NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch,**  
**do hereby proclaim May 2022 as "ASIAN AMERICAN AND PACIFIC ISLANDER**  
**HERITAGE MONTH."**

**MAY 10, 2022**

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**LAMAR A. THORPE, Mayor**

**2.03**  
**05-10-22**



***NATIONAL PUBLIC WORKS WEEK***  
***May 15-21, 2022***

***WHEREAS, Public Works services provided in our community are an integral part of our citizens' everyday lives;***

***WHEREAS, The support of an understanding and informed citizenry is vital to the efficient administration and operation of the City's public works systems and programs, such as Water Production, Water Treatment, Water Distribution, Sewer, Storm Water Collections (NPDES), Streets, Parks, Medians and Open Space, Capital Improvement Program and Land Development Services, Traffic Engineering, Public Buildings, Marina, Fleet and Geographic Information Services (GIS);***

***WHEREAS, The health, safety, and comfort of this community greatly depends on these facilities and services;***

***WHEREAS, The quality and effectiveness of the operation and maintenance of these facilities, as well as their planning, design, and construction are vitally dependent upon the efforts and skills of public works professionals; and***

***WHEREAS, The efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.***

***NOW, THEREFORE, I, LAMAR A. THORPE, Mayor of the City of Antioch, do hereby proclaim May 15-21, 2022, as "NATIONAL PUBLIC WORKS WEEK" in the City of Antioch, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions that public works professionals make every day to our health, safety, comfort, and quality of life.***

***MAY 10, 2022***

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**LAMAR A. THORPE, Mayor**

**2.04**  
**05-10-22**



# MAY 14TH

Dedicated to  
Charles Bohakel

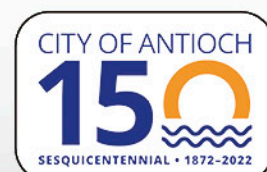
# HISTORY WALK

**Join us for our Antioch Historical Society History Walk!**

This fun and educational event will walk you back through time and educate you about Antioch's early settlers and point out sites of historical significance. This is a fun and interactive way to learn more about our community and the deep rooted history that lives here.

The walk starts at Antioch City Hall at 200 H Street Antioch and will return to this location. There are 3 time slots available 9am, 12pm and 3pm, we ask you to arrive 15 minutes early, bring a beverage and be in comfortable walking shoes. Each session lasts about 1.5hrs and the walk is about 1 mile. The fee is \$5 per adult and children 12 and under are free.

**We look forward to seeing you at the History Walk!**  
**Availability is limited so reserve your spot today!**



Scan to sign up on Eventbrite  
Or Visit [www.eventbrite.com/e/308868703607](http://www.eventbrite.com/e/308868703607)



# BLACK DIAMOND DAY

May 21st 10am - 4pm

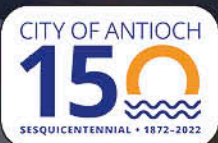


Live Music, Food, Free Mine Tours,  
Performances and Great Exploring!

There will be a Free Shuttle from Somersville Towne Center Mall  
to The Park that Will Allow Free Entry to the Park!

Come Join the Fun and Explore One of  
Antioch's Most Historic Hidden Gems!

Parking is Limited so we Encourage You to Use the Free Shuttle. The Shuttle Runs Every 20 Minutes  
with Free Parking at Somersville Towne Center Mall at 2556 Somersville Rd Antioch CA 94509.



## CITY OF ANTIOCH

1872 | 2022



# CELEBRATING 150 YEARS

Visit [CelebrateAntioch.org](https://CelebrateAntioch.org) for List of Upcoming Events

## ***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 May 27, 2022**. Applications are available at <https://www.antiochca.gov/#>.

- ***SALES TAX CITIZENS' OVERSIGHT COMMITTEE***
- ***CONTRA COSTA COUNTY MOSQUITO & VECTOR  
CONTROL BOARD OF TRUSTEES***

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

**SALES TAX CITIZENS' OVERSIGHT COMMITTEE**

**(EXTENDED Deadline date: 05/27/2022)**

***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".



**CONTRA COSTA MOSQUITO & VECTOR CONTROL**  
**BOARD OF TRUSTEES**

**(EXTENDED Deadline date: 05/27/2022)**

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


- The Antioch City Council is seeking candidates for its representative to the Contra Costa Mosquito & Vector Control Board of Trustees.
- The Board of Trustees are officials appointed by their respective City Councils to govern the Mosquito and Vector Control District knowledgeably and effectively. They serve for a term of two to four years and are highly dedicated to this community service.
- Must be an Antioch resident and at least the voting age of 18 with an interest in any of the following areas: public health, public policy, wetlands, farming, community education, finance, personnel or land development, and a resident of the city which is in the District (California Health & Safety Code, Section 2242)
- The regular business meetings are held on the second Monday night of every other month. All meetings are currently conducted via Zoom in accordance with Government Code section 54935E.
- Additional information regarding the responsibilities and duties are available online at [www.ContraCostaMosquito.com](http://www.ContraCostaMosquito.com)




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

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

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

**SUBJECT:** City Council Meeting Minutes of April 12, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of April 12, 2022.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

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

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

**SUBJECT:** City Council Special Meeting Minutes of April 19, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Special Meeting Minutes of April 19, 2022.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

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

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

**SUBJECT:** City Council Meeting Minutes of April 26, 2022

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### **RECOMMENDED ACTION**

It is recommended that the City Council continue the Meeting Minutes of April 26, 2022.

### **FISCAL IMPACT**

None

### **DISCUSSION**

N/A

### **ATTACHMENT**

None.

# CITY OF ANTIOCH CALIFORNIA

## CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 15 - APRIL 28, 2022 FUND/CHECK#

### 100 General Fund

#### **Non Departmental**

00399879	DIAMOND HILLS SPORT CLUB	PAYROLL	80.00
00399895	IN SHAPE HEALTH CLUBS	PAYROLL	368.99
00399902	LIFE INSURANCE COMPANY	PAYROLL	4,058.21
00399908	MONTRAM HOME TOURS	BUSINESS LICENSE REFUND	4.00
00399911	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,945.57
00399912	MUNICIPAL POOLING AUTHORITY	PAYROLL	1,217.25
00399920	OPERATING ENGINEERS LOCAL NO 3	PAYROLL	3,685.00
00399928	PARS	PAYROLL	3,982.15
00399943	STATE OF CALIFORNIA	PAYROLL	200.00
00399961	AFLAC	INSURANCE PREMIUMS	4,805.93
00399993	DEPT OF CONSERVATION	SMI FEES JAN-MARCH 2022	10,441.28
00399999	GRISWOLD JR, STEPHEN W	CITATION REFUND	340.00
00400032	ST IGNATIUS CHURCH	DEPOSIT REFUND	16,000.00
00942308	ANTIOCH PD SWORN MGMT ASSOC	PAYROLL	770.00
00942309	ANTIOCH POLICE OFFICERS ASSOCIATION	PAYROLL	20,189.90
00942310	ANTIOCH PUBLIC WORKS	PAYROLL	4,556.29
00942320	NATIONWIDE RETIREMENT SOLUTIONS	PAYROLL	37,161.99
00942321	VANTAGEPOINT TRANSFER AGENTS 301362	PAYROLL	9,332.96
00942323	NATIONWIDE RETIREMENT SOLUTION	PAYROLL	27,803.53

#### **City Council**

00399844	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	625.00
00399954	VERIZON WIRELESS	CELL PHONE	309.74

#### **City Attorney**

00399954	VERIZON WIRELESS	CELL PHONE	154.87
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#### **City Manager**

00399827	AMBIUS	PLANT PROGRAM/ROTATIONS	322.24
00399837	ANTIOCH HISTORICAL SOCIETY	PROFESSIONAL SERVICES	2,500.00
00399842	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,097.11
00399844	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	278.84
00399899	LAUNDERLAND	LAUNDRY VOUCHERS	656.00
00399954	VERIZON WIRELESS	CELL PHONE	1,951.57
00400018	OFFICE DEPOT INC	SUPPLIES	38.16
00942315	EVVIVA BRANDS LLC	CAMPAIGN DEVELOPMENT	19,950.00

#### **City Clerk**

00399860	CALIFORNIA TRANSLATION INTERNATIONAL	TRANSLATIONS SERVICES	3,676.68
00400018	OFFICE DEPOT INC	SUPPLIES	131.14

#### **City Treasurer**

00399904	LOOMIS ARMORED LLC	PROFESSIONAL SERVICES	235.32
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#### **Human Resources**

00399848	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	4,881.11
00399859	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	79.00
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00

Finance Accounting  
Prepared by: Michele Milo  
5/5/2022

CITY OF  
**ANTIOCH**  
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00399958	WORXTIME LLC	ANNUAL FEE	2,100.00
00400014	MUNICIPAL POOLING AUTHORITY	PROFESSIONAL SERVICES	1,048.32
<b>Economic Development</b>			
00399844	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	116.39
00399915	NATELSON DALE GROUP INC, THE	PROFESSIONAL SERVICES	12,682.39
00399954	VERIZON WIRELESS	CELL PHONE	154.87
00942315	EVVIVA BRANDS LLC	CONSULTING SERVICES	8,250.00
<b>Finance Administration</b>			
00400018	OFFICE DEPOT INC	SUPPLIES	108.83
<b>Finance Accounting</b>			
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
<b>Finance Operations</b>			
00399819	ACCOUNTEMPS	TEMP SERVICES	854.64
00399859	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	80.00
00399951	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	15.00
00399960	ACCOUNTEMPS	TEMP SERVICES	854.64
00400018	OFFICE DEPOT INC	SUPPLIES	40.89
00400042	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
<b>Non Departmental</b>			
00399908	MONTRAM HOME TOURS	USINESS LICENSE REFUND	201.25
00399923	PACIFIC CREDIT SERVICES	COLLECTIONS FEE	831.50
00399927	PANTELL, GEORGE N	USINESS LICENSE REFUND	728.60
00399955	WAGeworks	PROFESSIONAL SERVICES	320.00
<b>Public Works Administration</b>			
00399841	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	14.00
00399954	VERIZON WIRELESS	CELL PHONE	76.02
<b>Public Works Street Maintenance</b>			
00399897	INTERSTATE SALES	SUPPLIES	237.06
00399954	VERIZON WIRELESS	CELL PHONE	152.04
00399959	ZUMAR INDUSTRIES INC	SIGNS	12,004.94
00400011	LOWES COMPANIES INC	SUPPLIES	598.54
00400023	PACIFIC NORTHWEST OIL	SUPPLIES	7,961.46
00400038	SUPERCO SPECIALTY PRODUCTS.	PROFESSIONAL SERVICES	473.76
00400051	ZAP MANUFACTURING INC	SUPPLIES	3,579.69
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
<b>Public Works-Signal/Street Lights</b>			
00399873	CONTRA COSTA COUNTY	TRAFFIC SIGNAL MAINTENANCE	15,082.35
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	31,414.80
00399926	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	148.97
00400003	JAM SERVICES INC	SUPPLIES	51,116.06

# CITY OF ANTIOCH CALIFORNIA

## CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 15 - APRIL 28, 2022 FUND/CHECK#

### **Public Works-Facilities Maintenance**

00399850	BAY ALARM COMPANY	PROFESSIONAL SERVICES	2,290.66
00399851	BAY CITIES PYROTECTOR	TESTING SERVICES	3,104.35
00399885	EXPRESS AIR TESTING INC	PROFESSIONAL SERVICES	715.00
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	53,960.36
00399926	PACIFIC GAS AND ELECTRIC CO	GAS	1,167.88
00399954	VERIZON WIRELESS	CELL PHONE	76.02
00399966	AMERICAN PLUMBING INC	SUPPLIES	225.00
00399969	AUTOMATIC DOOR SYSTEMS INC	DOOR REPAIR	992.18
00399971	BAY AREA AIR QUALITY MANAGEMENT DIST	PERMIT RENEWAL	430.00
00400011	LOWES COMPANIES INC	SUPPLIES	1,933.46
00400027	REINHOLDT ENGINEERING CONSTR	FUEL TANK TESTING	360.00
00942326	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	233.73
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	8,497.50

### **Public Works-Parks Maint**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	4,221.06
00400011	LOWES COMPANIES INC	SUPPLIES	779.59
00400037	STEWARTS TREE SERVICE INC	TREE SERVICE	5,400.00
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	98,007.25
00400047	WESTERN PACIFIC TRUCK SCHOOL	COMMERCIAL LICENSE TRAINING	4,995.00
00942336	SITEONE LANDSCAPE SUPPLY HOLDING LLC	SUPPLIES	142.78

### **Public Works-Median/General Land**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	7,321.41
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,181.36
00399956	WATERSAVERS IRRIGATION	SUPPLIES	256.35
00399963	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,728.00
00400011	LOWES COMPANIES INC	SUPPLIES	196.76

### **Police Administration**

00301172	CITY OF ANTIOCH	REPLENISH PETTY CASH	11.50
00301173	LAW OFFICES OF JOHN C YE, APLC	EVENT OVERPAYMENT	14.00
00301174	MOTTER LAW	EVENT OVERPAYMENT	14.00
00399846	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	9,248.10
00399856	BROOKS III, TAMMANY N	TRAVEL & PREPARATION TIME	1,573.87
00399859	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	49.00
00399865	CLONINGER, NAHLEEN R	EXPENSE REIMBURSEMENT	299.69
00399875	CSI FORENSIC SUPPLY	EVIDENCE SUPPLIES	109.09
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	20.00
00399880	DUFFY, ADAM JAMES	TRAINING PER DIEM	690.00
00399887	FEDEX	SHIPPING	17.50
00399889	GALLS LLC	SUPPLIES	146.15
00399903	LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	708.81
00399916	NAVAL, JESSIE KATHERINE	MEAL ALLOWANCE	172.50
00399917	NILSEN, ERIK ROBERT	TRAINING PER DIEM	370.00
00399919	OFFICE DEPOT INC	SUPPLIES	241.44

Finance Accounting  
Prepared by: Michele Milo

5/5/2022

CITY OF  
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CLAIMS BY FUND REPORT  
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00399935 SAFFOLD, DARRYL	EXPENSE REIMBURSEMENT	175.00
00399942 STATE OF CALIFORNIA	PRE-EMPLOYMENT	443.00
00399948 TRANSUNION RISK AND ALTERNATIVE DATA	DATABASE	143.60
00399951 UNITED PARCEL SERVICE	SHIPPING	68.55
00399957 WHITAKER II, WILLIAM	TRAINING PER DIEM	690.00
00399968 ARROWHEAD 24 HOUR TOWING INC	EVIDENCE STORAGE	3,927.25
00399970 BARNETT MEDICAL SERVICES INC	PROFESSIONAL SERVICES	165.00
00399992 CRYSTAL CLEAR LOGOS INC	UNIFORM	87.80
00400015 NET TRANSCRIPTS	TRANSCRIPT SERVICES	50.72
00400045 VERIZON WIRELESS	CELL PHONE	3,008.39
00942325 COMPUTERLAND	SUPPLIES	3,371.63
<b>Police Prisoner Custody</b>		
00400029 SAVE MART SUPERMARKETS	SUPPLIES	123.54
<b>Police Community Policing</b>		
00301172 CITY OF ANTIOCH	PETTY CASH REPLENISHMENT	20.95
00399846 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	493.82
00399853 BHALLA SERVICES INC	CAR WASHES	990.00
00399877 D TAC K9 LLC	K9 TRAINING	1,850.00
00399900 LEHR PURSUIT NORTH	SUPPLIES	423.64
00399938 SP PLUS CORPORATION	PARKING SERVICES	42,420.00
00399968 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	115.00
<b>Police Investigations</b>		
00399824 ALHAMBRA	WATER SERVICE	216.23
00942307 ALTURA COMMUNICATION SOLUTIONS LLC	PROFESSIONAL SERVICES	875.00
<b>Police Communications</b>		
00399829 AMERICAN TOWER CORPORATION	TOWER FEES	246.88
00399830 AMERICAN TOWER CORPORATION	TOWER FEES	246.88
00399831 AMERICAN TOWER CORPORATION	TOWER FEES	249.25
00399832 AMERICAN TOWER CORPORATION	TOWER FEES	249.25
00399833 AMS DOT NET INC	PROFESSIONAL SERVICES	1,500.87
00399871 COMCAST	CONNECTION SERVICES	151.80
00399982 COMCAST	CONNECTION SERVICES	145.63
00399985 CONTRA COSTA COUNTY	RADIOS	540.00
00400005 LEXISNEXIS	SUBSCRIPTION FEE	252.50
00400024 PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	78.00
<b>Office Of Emergency Management</b>		
00400031 SOUZA MELLONE, MICHAEL C	TRAINING PER DIEM	276.00
<b>Police Facilities Maintenance</b>		
00399833 AMS DOT NET INC	PROFESSIONAL SERVICES	810.00
00399925 PACIFIC GAS AND ELECTRIC CO	GAS	80,701.57
00399966 AMERICAN PLUMBING INC	SUPPLIES	175.00
00400011 LOWES COMPANIES INC	SUPPLIES	146.74
00942332 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	5,880.00

Finance Accounting  
Prepared by: Michele Milo  
5/5/2022



CITY OF  
**ANTIOCH**  
CALIFORNIA

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**Youth Network Services**

00399844	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	201.38
00399954	VERIZON WIRELESS	CELL PHONE	154.87

**Community Development Land Planning Services**

00206955	CONTRA COSTA COUNTY CLERK RECORDER	FILING FEE	50.00
00399884	EIDEN, KITTY J	PROFESSIONAL SERVICES	375.00
00399887	FEDEX	SHIPPING	24.00

**CD Code Enforcement**

00399978	CACEO	TRAINING	200.00
00400033	STAMM ENTERPRISES, LTD	STORAGE	235.00

**PW Engineer Land Development**

00399855	BLUEBEAM INC	ANNUAL LICENSE & MAINTENANCE	2,748.00
00399866	COASTLAND CIVIL ENGINEERING	PROFESSIONAL SERVICES	28,830.00
00399919	OFFICE DEPOT INC	SUPPLIES	178.44
00399954	VERIZON WIRELESS	CELL PHONE	228.06
00400017	OFFICE DEPOT INC	SUPPLIES	268.95

**Capital Imp. Administration**

00399855	BLUEBEAM INC	ANNUAL LICENSE & MAINTENANCE	916.00
00399919	OFFICE DEPOT INC	SUPPLIES	6.76
00399954	VERIZON WIRELESS	CELL PHONE	114.03

**209 RMRA Fund**

**Streets**

00399854	BKF ENGINEERS INC	PROFESSIONAL SERVICES	3,621.60
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**212 CDBG Fund**

**CDBG**

00399822	ALEX KUSHNER GENERAL INC	PROGRESS PAYMENT	27,548.43
00399972	BAY AREA CRISIS NURSERY	CDBG PROGRAM REIMBURSEMENT	2,667.45
00399979	CANCER SUPPORT COMMUNITY	CDBG PROGRAM REIMBURSEMENT	2,332.81
00399984	CONTRA COSTA CHILD CARE COUNCIL	CDBG PROGRAM REIMBURSEMENT	6,085.77
00399986	CONTRA COSTA COUNTY LIBRARY	CDBG PROGRAM REIMBURSEMENT	194,891.00
00399988	CONTRA COSTA FAMILY JUSTICE ALLIANCE	CDBG PROGRAM REIMBURSEMENT	3,857.68
00399990	CONTRA COSTA SENIOR LEGAL SERVICES	CDBG PROGRAM REIMBURSEMENT	1,427.88
00399991	COURT APPOINTED SPECIAL ADVOCATES	CDBG PROGRAM REIMBURSEMENT	2,905.09
00399996	ECHO HOUSING	CDBG PROGRAM REIMBURSEMENT	12,716.11
00400006	LIONS CENTER FOR THE VISUALLY IMPAIRED	CDBG PROGRAM REIMBURSEMENT	2,870.10
00400012	MEALS ON WHEELS AND SENIOR OUTREACH	CDBG PROGRAM REIMBURSEMENT	4,750.13
00400019	OMBUDSMAN SERVICES OF CCC	CDBG PROGRAM REIMBURSEMENT	3,487.50
00400020	OPPORTUNITY JUNCTION	CDBG PROGRAM REIMBURSEMENT	17,747.31
00942329	HOUSE, TERI	SEPTEMBER 2021	68,998.75

**213 Gas Tax Fund**

**Streets**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	150,961.75
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Finance Accounting  
Prepared by: Michele Milo  
5/5/2022

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
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**214 Animal Services Fund**

**Animal Services**

00399847	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,213.76
00399861	CHAMELEON SOFTWARE PRODUCTS HLP	PROFESSIONAL SERVICES	1,360.90
00399882	EAST BAY VETERINARY EMERGENCY	VETERINARY SERVICES	4,330.83
00399893	HILLS PET NUTRITION	SUPPLIES	495.55
00399913	MWI VETERINARY SUPPLY CO	SUPPLIES	1,102.97
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	4,247.50
00399939	STARLINE SUPPLY COMPANY	SUPPLIES	999.49
00399940	STARLINE SUPPLY COMPANY	SUPPLIES	158.59
00399947	TONY LA RUSSA'S ANIMAL RESCUE	PROFESSIONAL SERVICES	1,108.15
00399962	AIRGAS USA LLC	CHEMICALS	367.89
00942331	IDEXX LABORATORIES INC	LAB SERVICES	708.01
00942333	MOBILE MINI LLC	STORAGE	140.69

**219 Recreation Fund**

**Non Departmental**

00399845	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	774.49
00399863	CHEEVES, CHRISTINA	DEPOSIT REFUND	500.00
00399953	VELAZQUEZ, IRMA	DEPOSIT REFUND	1,000.00
00400030	SERRELL, RENE	DEPOSIT REFUND	1,000.00

**Nick Rodriguez Community Cent**

00399826	AMAZON CAPITAL SERVICES INC	SUPPLIES	646.59
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	12,600.49
00399981	COLE SUPPLY CO INC	SUPPLIES	2,360.96
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

**Senior Programs**

00399818	AAA FIRE PROTECTION SVCS	PROFESSIONAL SERVICES	1,123.99
00399843	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	38.56
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	8,400.34
00399936	SERVICE PROS PLUMBERS INC	PLUMBING SERVICE	598.00
00399981	COLE SUPPLY CO INC	SUPPLIES	332.43
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	3.00

**Recreation Sports Programs**

00300919	MALEKZADEH, SAMIRA	CLASS REFUND	107.00
00399826	AMAZON CAPITAL SERVICES INC	SUPPLIES	473.87
00399845	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	20.92
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	60.00
00399890	EMPLOYEE	EXPENSE REIMBURSEMENT	27.96
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	18,429.14
00399975	BSN SPORTS LLC	OPERATING SUPPLIES	634.91
00400011	LOWES COMPANIES INC	SUPPLIES	64.07
00400044	US FOODSERVICE INC	SUPPLIES	339.33

Finance Accounting  
Prepared by: Michele Milo

# CITY OF ANTIOCH CALIFORNIA

## CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 15 - APRIL 28, 2022 FUND/CHECK#

### **Recreation-Comm Center**

00207031	DIRECTV	MUSIC SERVICE	39.99
00399826	AMAZON CAPITAL SERVICES INC	SUPPLIES	1,244.44
00399843	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	70.47
00399845	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	1,505.45
00399852	BE EXCEPTIONAL	CHECK REPLACEMENT	1,062.00
00399859	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	644.00
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	480.00
00399881	DUGAND, KARINA	CONTRACTOR PAYMENT	409.20
00399904	LOOMIS ARMORED LLC	ARMORED CAR PICKUP	235.32
00399906	MAX MARTIAL ARTS LLC	CONTRACTOR PAYMENT	1,207.80
00399910	MUIR, ROXANNE	CONTRACTOR PAYMENT	518.40
00399918	NOVENTRI	ANNUAL MAINTENANCE	200.00
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	10,762.64
00399952	UNITED STATES POSTAL SERVICE	BULK MAIL PERMIT RENEWAL	265.00
00399954	VERIZON WIRELESS	CELL PHONE	42.93
00399974	BE EXCEPTIONAL	CONTRACTOR PAYMENT	4,776.30
00399995	DUGAND, KARINA	CONTRACTOR PAYMENT	273.60
00399997	ECOLAB	CLEANING SUPPLIES	741.76
00400011	LOWES COMPANIES INC	SUPPLIES	77.13
00400025	QUADIENT LEASING USA INC	POSTAGE	2,613.68

### **Recreation Water Park**

00399820	ADVANTASOFT INC	EQUIPMENT	6,514.25
00399826	AMAZON CAPITAL SERVICES INC	SUPPLIES	792.44
00399828	AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	675.00
00399845	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	6,831.37
00399859	CALIF DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT	770.00
00399878	DIABLO LIVE SCAN LLC	PRE-EMPLOYMENT	440.00
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	42,879.29
00400004	LESLIES POOL SUPPLIES	CHEMICALS	394.77
00400011	LOWES COMPANIES INC	SUPPLIES	1,406.54
00400022	ORIGINAL WATERMAN	UNIFORMS	4,253.57
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	500.00

### **220 Traffic Signalization Fund**

### **Non Departmental**

### **Traffic Signals**

00400026	RAYS ELECTRIC	PROFESSIONAL SERVICES	327,676.00
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### **226 Solid Waste Reduction Fund**

### **Solid Waste**

00399883	ECOHERO SHOW LLC, THE	SCHOOL PRESENTATIONS	550.00
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### **229 Pollution Elimination Fund**

### **Channel Maintenance Operation**

00399821	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	29,720.00
00399825	ALTA FENCE	PROFESSIONAL SERVICES	889.00

Finance Accounting  
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5/5/2022

# CITY OF ANTIOCH CALIFORNIA

## CLAIMS BY FUND REPORT FOR THE PERIOD OF APRIL 15 - APRIL 28, 2022 FUND/CHECK#

00399841	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	250.00
00399929	PEPPER INVESTMENTS INC	PEST CONTROL	1,050.00
00399964	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	10,800.00
00399965	ALTA FENCE	GATE REPAIRS	852.00
00400011	LOWES COMPANIES INC	SUPPLIES	273.73
00400040	TERMCO SPRAY TECHNOLOGY	SPRAYER MAINTENANCE	533.70
<b>251</b>	<b>Lone Tree SLLMD Fund</b>		
	<b>Lonetree Maintenance Zone 1</b>		
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,296.56
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,911.58
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	178.30
	<b>Lonetree Maintenance Zone 2</b>		
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,981.98
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	10,681.11
	<b>Lonetree Maintenance Zone 3</b>		
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	9,162.86
	<b>Lonetree Maintenance Zone 4</b>		
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,421.21
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	285.28
	<b>Park 1A Maintenance District</b>		
00399841	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	383.39
<b>252</b>	<b>Downtown SLLMD Fund</b>		
	<b>Downtown Maintenance</b>		
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	968.48
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,798.22
00400011	LOWES COMPANIES INC	SUPPLIES	50.78
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	178.30
<b>253</b>	<b>Almondridge SLLMD Fund</b>		
	<b>Almondridge Maintenance</b>		
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	893.27
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,363.29
00399963	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	1,152.00
<b>254</b>	<b>Hillcrest SLLMD Fund</b>		
	<b>Hillcrest Maintenance Zone 1</b>		
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,592.33
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,056.90
00399963	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	4,320.00
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	463.58
	<b>Hillcrest Maintenance Zone 2</b>		
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	3,140.30
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,905.46
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	634.75

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**Hillcrest Maintenance Zone 4**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,862.12
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	8,666.35
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	356.60

**255 Park 1A Maintenance District Fund**

**Park 1A Maintenance District**

00399872	COMCAST	CONNECTION SERVICES	119.80
00399925	PACIFIC GAS AND ELECTRIC CO	GAS	492.83
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,396.23
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	463.58

**256 Citywide 2A Maintenance District Fund**

**Citywide 2A Maintenance Zone 3**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	329.62
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	1,466.85
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	7.13

**Citywide 2A Maintenance Zone 4**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,440.83
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,152.26
00399963	AL FRESCO LANDSCAPING INC	LANDSCAPE SERVICES	3,456.00

**Citywide 2A Maintenance Zone 5**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,354.62
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,381.42

**Citywide 2A Maintenance Zone 6**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	1,019.25
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,242.69
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.92

**Citywide 2A Maintenance Zone 8**

00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	4,070.43
00399965	ALTA FENCE	GATE INSTALLATION	2,870.00
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	35.66

**Citywide 2A Maintenance Zone 9**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,043.52
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	5,381.46
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	106.98

**Citywide 2A Maintenance Zone10**

00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	574.19
00399946	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	2,581.23

**257 SLLMD Administration Fund**

**SLLMD Administration**

00399954	VERIZON WIRELESS	CELL PHONE	152.04
00400011	LOWES COMPANIES INC	SUPPLIES	41.38
00400041	TERRACARE ASSOCIATES	LANDSCAPE SERVICES	427.76

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**259 East Long Tree SLLMD Fund**  
**Zone 1-District 10**

00399946 TERRACARE ASSOCIATES	LANDSCAPE SERVICES	3,357.92
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**311 Capital Improvement Fund**  
**Parks & Open Space**

00399822 ALEX KUSHNER GENERAL INC	PROGRESS PAYMENT	125,385.52
00399907 MERCOZA	PROGRESS PAYMENT	297,035.00

**376 Lone Diamond Fund**  
**Assessment District**

00399980 CENTRAL SELF STORAGE ANTIOCH	MAY 2022 RENT	370.00
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**570 Equipment Maintenance Fund**  
**Non Departmental**

00399894 HUNT AND SONS INC	FUEL	24,513.77
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**Equipment Maintenance**

00399836 ANTIOCH ACE HARDWARE	SUPPLIES	24.64
00399839 ARROWHEAD 24 HOUR TOWING INC	TOW SERVICE	115.00
00399841 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	23.53
00399901 LES SCHWAB TIRES OF CALIFORNIA	SUPPLIES	684.56
00399903 LIM AUTOMOTIVE SUPPLY INC	SUPPLIES	1,604.32
00399921 OREILLY AUTO PARTS	SUPPLIES	931.99
00399925 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,645.45
00399944 STOMMEL INC	SUPPLIES	271.58
00399945 TEC HELP FLEET TRAINING	REGISTRATION	450.00
00399954 VERIZON WIRELESS	CELL PHONE	76.02
00400011 LOWES COMPANIES INC	SUPPLIES	657.00
00400013 MUNICIPAL MAINT EQUIPMENT INC	SUPPLIES	33.41
00400021 OREILLY AUTO PARTS	SUPPLIES	832.83
00400042 UNITED PARCEL SERVICE	SHIPPING	51.79
00400046 WALNUT CREEK FORD	SUPPLIES	446.50
00400048 WINTER CHEVROLET CO	SUPPLIES	24.62
00400050 WISMER, JEREMY EARL	EXPENSE REIMBURSEMENT	85.00
00942318 KIMBALL MIDWEST	SUPPLIES	236.23

**573 Information Services Fund**

**Non Departmental**

00399949 TREDENT DATA SYSTEMS INC	PROFESSIONAL SERVICES	3,621.77
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**Information Services**

00399954 VERIZON WIRELESS	CELL PHONE	1,240.35
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**Network Support & PCs**

00399868 COMCAST	CONNECTION SERVICES	165.16
00399869 COMCAST	CONNECTION SERVICES	328.09
00399949 TREDENT DATA SYSTEMS INC	PROFESSIONAL SERVICES	1,207.23
00942314 DIGITAL SERVICES	WEBSITE MAINTENANCE	6,955.00

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### **GIS Support Services**

00399951 UNITED PARCEL SERVICE	SHIPPING	50.35
00399954 VERIZON WIRELESS	CELL PHONE	76.04
00400011 LOWES COMPANIES INC	SUPPLIES	1,023.86

### **Office Equipment Replacement**

00942312 CDW GOVERNMENT INC	SUPPLIES	906.64
00942327 DELL COMPUTER CORP	SUPPLIES	1,839.17

### **577 Post Retirement Medical-Police Fund**

#### **Non Departmental**

00942338 RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942339 RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00942344 RETIREE	MEDICAL AFTER RETIREMENT	1,010.59
00942345 RETIREE	MEDICAL AFTER RETIREMENT	322.08
00942347 RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00942348 RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00942352 RETIREE	MEDICAL AFTER RETIREMENT	970.30
00942354 RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00942362 RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942367 RETIREE	MEDICAL AFTER RETIREMENT	970.30
00942369 RETIREE	MEDICAL AFTER RETIREMENT	770.00
00942372 RETIREE	MEDICAL AFTER RETIREMENT	614.88
00942376 RETIREE	MEDICAL AFTER RETIREMENT	571.38
00942389 RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00942390 RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00942395 RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00942396 RETIREE	MEDICAL AFTER RETIREMENT	770.00
00942397 RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00942410 RETIREE	MEDICAL AFTER RETIREMENT	153.53
00942412 RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942413 RETIREE	MEDICAL AFTER RETIREMENT	614.88
00942414 RETIREE	MEDICAL AFTER RETIREMENT	266.57
00942415 RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942424 RETIREE	MEDICAL AFTER RETIREMENT	153.53
00942425 RETIREE	MEDICAL AFTER RETIREMENT	1,542.71
00942426 RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
00942429 RETIREE	MEDICAL AFTER RETIREMENT	254.12
00942442 RETIREE	MEDICAL AFTER RETIREMENT	1,714.12
00942443 RETIREE	MEDICAL AFTER RETIREMENT	708.06
00942444 RETIREE	MEDICAL AFTER RETIREMENT	232.94
00942454 RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942455 RETIREE	MEDICAL AFTER RETIREMENT	614.88
00942457 RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942459 RETIREE	MEDICAL AFTER RETIREMENT	1,136.59
00942463 RETIREE	MEDICAL AFTER RETIREMENT	279.53

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00942472	RETIREE	MEDICAL AFTER RETIREMENT	580.50
00942474	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942483	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942484	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942486	RETIREE	MEDICAL AFTER RETIREMENT	857.06
00942491	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942492	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942496	RETIREE	MEDICAL AFTER RETIREMENT	279.53
00942503	RETIREE	MEDICAL AFTER RETIREMENT	476.45
00942507	RETIREE	MEDICAL AFTER RETIREMENT	456.06
00942508	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00942510	RETIREE	MEDICAL AFTER RETIREMENT	18.06
00942512	RETIREE	MEDICAL AFTER RETIREMENT	708.06

**578 Post Retirement Medical-Misc Fund**

**Non Departmental**

00942340	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00942341	RETIREE	MEDICAL AFTER RETIREMENT	603.96
00942343	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942346	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942351	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942357	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942360	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942361	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942363	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942364	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942365	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942368	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942374	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942377	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942381	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942382	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942385	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942388	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942392	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942393	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942394	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942401	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00942402	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942403	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942404	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00942405	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942409	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942411	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942419	RETIREE	MEDICAL AFTER RETIREMENT	87.69

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00942420	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942423	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942428	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942433	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942435	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942436	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942439	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942441	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942446	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942450	RETIREE	MEDICAL AFTER RETIREMENT	237.50
00942451	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942456	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942460	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942462	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942466	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942471	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942473	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942478	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942489	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942494	RETIREE	MEDICAL AFTER RETIREMENT	14.26
00942495	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00942498	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942499	RETIREE	MEDICAL AFTER RETIREMENT	473.38
00942506	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942509	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942511	RETIREE	MEDICAL AFTER RETIREMENT	560.38

**579 Post Retirement Medical-Mgmt Fund**

**Non Departmental**

00942342	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942349	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942350	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942353	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942355	RETIREE	MEDICAL AFTER RETIREMENT	153.53
00942356	RETIREE	MEDICAL AFTER RETIREMENT	146.52
00942358	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00942359	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00942366	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942370	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942371	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942373	RETIREE	MEDICAL AFTER RETIREMENT	709.38
00942375	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00942378	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00942379	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00942380	RETIREE	MEDICAL AFTER RETIREMENT	145.69

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00942383	RETIREE	MEDICAL AFTER RETIREMENT	433.33
00942384	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942386	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00942387	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942391	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00942398	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942399	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942400	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00942406	RETIREE	MEDICAL AFTER RETIREMENT	432.80
00942407	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942408	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942416	RETIREE	MEDICAL AFTER RETIREMENT	403.04
00942417	RETIREE	MEDICAL AFTER RETIREMENT	400.00
00942418	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942421	RETIREE	MEDICAL AFTER RETIREMENT	690.38
00942422	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00942427	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00942430	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942431	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942432	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942434	RETIREE	MEDICAL AFTER RETIREMENT	1,515.19
00942437	RETIREE	MEDICAL AFTER RETIREMENT	55.67
00942438	RETIREE	MEDICAL AFTER RETIREMENT	324.30
00942440	RETIREE	MEDICAL AFTER RETIREMENT	1,393.17
00942445	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00942447	RETIREE	MEDICAL AFTER RETIREMENT	1,565.12
00942448	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942449	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942452	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942453	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942458	RETIREE	MEDICAL AFTER RETIREMENT	708.06
00942461	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942464	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942465	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942467	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942468	RETIREE	MEDICAL AFTER RETIREMENT	145.69
00942469	RETIREE	MEDICAL AFTER RETIREMENT	864.90
00942470	RETIREE	MEDICAL AFTER RETIREMENT	205.69
00942475	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942476	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942477	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942479	RETIREE	MEDICAL AFTER RETIREMENT	232.94
00942480	RETIREE	MEDICAL AFTER RETIREMENT	614.88
00942481	RETIREE	MEDICAL AFTER RETIREMENT	93.69

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00942482	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942485	RETIREE	MEDICAL AFTER RETIREMENT	440.38
00942487	RETIREE	MEDICAL AFTER RETIREMENT	251.46
00942488	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942490	RETIREE	MEDICAL AFTER RETIREMENT	560.38
00942493	RETIREE	MEDICAL AFTER RETIREMENT	119.47
00942497	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942500	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942501	RETIREE	MEDICAL AFTER RETIREMENT	324.38
00942502	RETIREE	MEDICAL AFTER RETIREMENT	2,079.36
00942504	RETIREE	MEDICAL AFTER RETIREMENT	87.69
00942505	RETIREE	MEDICAL AFTER RETIREMENT	1,546.42
<b>611</b>	<b>Water Fund</b>		
<b>Non Departmental</b>			
00399867	COLE SUPPLY CO INC	SUPPLIES	2,230.44
00399909	MOUNTAIN CASCADE INC	PROGRESS PAYMENT	1,971.76
00399967	ANTIOCH ACE HARDWARE	SUPPLIES	113.54
00400002	IDN WILCO	SUPPLIES	337.60
00400011	LOWES COMPANIES INC	SUPPLIES	2,940.33
00400028	ROBERTS AND BRUNE CO	SUPPLIES	341.48
00400038	SUPERCO SPECIALTY PRODUCTS.	SUPPLIES	814.12
00400039	TELEWORKS INC	ANNUAL SUBSCRIPTION	10,587.50
00942316	GRAINGER INC	SUPPLIES	661.02
<b>Water Supervision</b>			
00399932	QUADIENT LEASING USA INC	POSTAGE	246.82
00399950	TYLER TECHNOLOGIES INC	TRANSACTION FEES	29,120.15
00399954	VERIZON WIRELESS	CELL PHONE	304.08
<b>Water Production</b>			
00399834	ANIMAL DAMAGE MANAGEMENT	PEST CONTROL	425.00
00399835	ANTIOCH ACE HARDWARE	SUPPLIES	62.38
00399838	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	156.26
00399858	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	4,964.00
00399864	CITY OF BRENTWOOD	FEB 2022 GROUNDWATER	2,354.71
00399874	CRYSTAL CLEAR LOGOS INC	UNIFORMS	174.71
00399888	FISHER SCIENTIFIC COMPANY	SUPPLIES	100.37
00399891	HACH CO	CHEMICALS	159.53
00399896	INDUSTRIAL SOLUTIONS SERVICES INC	CHEMICALS	10,927.92
00399919	OFFICE DEPOT INC	SUPPLIES	81.13
00399925	PACIFIC GAS AND ELECTRIC CO	ELECTRIC	492,350.48
00399931	POWER SYSTEMS PLUS	SUPPLIES	377.96
00399933	RICE LAKE WEIGHING SYSTEMS INC	WEIGHTS	165.00
00399934	ROBERTS WATER TECHNOLOGIES	SUPPLIES	65.55
00399937	SHAPE INCORPORATED	SUPPLIES	503.88
00399951	UNITED PARCEL SERVICE	SHIPPING	112.74

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00399967	ANTIOCH ACE HARDWARE	SUPPLIES	310.59
00400000	GUALCO GROUP INC, THE	PROFESSIONAL SERVICES	4,002.61
00400011	LOWES COMPANIES INC	SUPPLIES	1,344.90
00400043	UNIVAR SOLUTIONS USA INC	CHEMICALS	8,650.45
00942313	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	611.92
00942322	VINCENT ELECTRIC MOTOR CO	PROFESSIONAL SERVICES	3,441.00
00942326	CONSOLIDATED ELECTRICAL DIST INC	SUPPLIES	658.43
00942328	EUROFINS EATON ANALYTICAL INC	WATER TESTING	95.00
00942330	ICR ELECTRICAL CONTRACTORS	PROFESSIONAL SERVICES	539.00
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	300.00
00942334	PETERSON TRACTOR CO	PROFESSIONAL SERVICES	15,086.10
00942337	THATCHER COMPANY OF CALIFORNIA INC	CHEMICALS	6,118.00
<b>Water Distribution</b>			
00399840	BACKFLOW DISTRIBUTORS INC	PROFESSIONAL SERVICES	4,835.44
00399841	BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	2,619.02
00399857	EMPLOYEE	EXPENSE REIMBURSEMENT	179.00
00399858	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	4,620.00
00399862	CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	730.53
00399876	CWEA SFBS	MEMBERSHIP DUES	192.00
00399905	EMPLOYEE	EXPENSE REIMBURSEMENT	80.00
00399914	NATEC INTERNATIONAL INC	TRAINING	397.50
00399930	POLLARDWATER	SUPPLIES	4,509.09
00399951	UNITED PARCEL SERVICE	WEEKLY PRITNER SERVICE FEE	15.00
00399954	VERIZON WIRELESS	CELL PHONE	912.24
00399977	C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	10,160.00
00399983	EMPLOYEE	EXPENSE REIMBURSEMENT	73.80
00399998	GRISWOLD INDUSTRIES	SUPPLIES	5,902.38
00400011	LOWES COMPANIES INC	SUPPLIES	7,268.80
00400016	NORTHERN CALIFORNIA BACKFLOW	BACKFLOW TESTER COURSE	3,750.00
00400028	ROBERTS AND BRUNE CO	SUPPLIES	27,802.81
00400035	SWRCB	D1 CERTIFICATION	245.00
00400039	TELEWORKS INC	ANNUAL SUBSCRIPTION	962.50
00400042	UNITED PARCEL SERVICE	WEEKLY PRINTER SERVICE FEE	3.00
00942311	BADGER METER INC	METERS	23,477.62
00942317	INFOSEND INC	PRINT & MAIL SERVICES	1,127.17
00942319	MOBILE MINI LLC	STORAGE	184.62
00942327	DELL COMPUTER CORP	SUPPLIES	10,263.13
00942332	LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
<b>Public Buildings &amp; Facilities</b>			
00399892	HB CONSULTING GROUP INC	PROFESSIONAL SERVICES	19,095.00
00399909	MOUNTAIN CASCADE INC	PROGRESS PAYMENT	48,425.69

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF  
APRIL 15 - APRIL 28, 2022  
FUND/CHECK#

**621 Sewer Fund**

**Non Departmental**

00400039 TELEWORKS INC	ANNUAL SUBSCRIPTION	10,587.50
<b>Swr-Wastewater Administration</b>		
00399841 BANK OF AMERICA	VARIOUS BUSINESS EXPENSES	217.82
00399858 C AND J FAVALORA TRUCKING INC	TRUCKING SERVICE	4,620.00
00399862 CHECK PROCESSORS INC	MONTHLY LOCKBOX PROCESSING	730.54
00399886 FASTRAK VIOLATION PROCESSING	TOLL FEES	11.00
00399914 NATEC INTERNATIONAL INC	TRAINING	397.50
00399922 OWEN EQUIPMENT SALES	TOOLS	13,113.15
00399925 PACIFIC GAS AND ELECTRIC CO	ELECTRIC	2,255.40
00399954 VERIZON WIRELESS	CELL PHONE	608.16
00399961 AFLAC	INSURANCE PREMIUM	84.10
00399976 BURRIS, RYAN M J	CERTIFICATE RENEWAL	195.00
00399977 C AND J FAVALORA TRUCKING INC	PROFESSIONAL SERVICES	10,160.00
00399994 DKF SOLUTIONS GROUP LLC	TRAINING REGISTRATION	185.00
00400011 LOWES COMPANIES INC	SUPPLIES	2,067.42
00400028 ROBERTS AND BRUNE CO	SUPPLIES	3,010.03
00400039 TELEWORKS INC	ANNUAL SUBSCRIPTION	962.50
00942317 INFOSEND INC	PRINT & MAIL SERVICES	1,127.18
00942324 CANON FINANCIAL SERVICES	PRINTER	117.35
00942332 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	157.50
00942335 SCOTTO, CHARLES W AND DONNA F	MAY 2022 RENT	3,500.00

**631 Marina Fund**

**Non Departmental**

00399849 BAUMAN MD, MARTIN	DEPOSIT REFIND	252.00
00399898 KNOTT, BOB	DEPOSIT REFIND	200.00
00399941 STATE BOARD OF EQUALIZATION	SALES TAX REMIT	723.00

**Marina Administration**

00399823 ALHAMBRA	WATER SERVICE	42.92
00399870 COMCAST	CABLE/INTERNET	404.56
00399925 PACIFIC GAS AND ELECTRIC CO	GAS	22,320.22
00399954 VERIZON WIRELESS	CELL PHONE	76.02
00400011 LOWES COMPANIES INC	SUPPLIES	160.86
00400036 STEPHANIES AUTO CLEARANCE	LIEN SALE FEE	165.00
00942332 LEES BUILDING MAINTENANCE	JANITORIAL SERVICES	1,300.00

CITY OF  
**ANTIOCH**  
CALIFORNIA

CLAIMS BY FUND REPORT  
FOR THE PERIOD OF APRIL 15 - APRIL 28, 2022  
FUND/CEHCK#

**227**

**Housing Fund**

***Housing***

00399973	BAY AREA LEGAL AID	PROGRAM REIMBURSEMENT	6,378.41
00399987	CONTRA COSTA CRISIS CENTER	PROGRAM REIMBURSEMENT	2,500.00
00399989	CONTRA COSTA HEALTH SERVICES	PROGRAM REIMBURSEMENT	8,196.42
00400001	HABITAT FOR HUMANITY EAST BAY	JAN Q3 2021-22	50,051.92
00400034	STAND FOR FAMILIES FREE OF VIOLENCE	PROGRAM REIMBURSEMENT	4,809.78
00400049	WINTER NIGHTS FAMILY SHELTER INC	SHELTER SERVICES	12,546.15
00942329	HOUSE, TERI	CONSULTING SERVICES 07/21-03/21	39,163.75



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

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

**SUBJECT:** REJECTION OF CLAIMS: SUSANA SHIPPAM AND ISURU KARUNARATNE

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### **RECOMMENDED ACTION**

It is recommended that the City Council reject the claims submitted by Susana Shippam and Isuru Karunaratne.

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

### **ATTACHMENTS**

None.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *7LS*

**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**

Even though cases of COVID-19 have dropped, AB 361 is expressly intended “to protect the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location” because of physical status.

The City of Antioch has utilized teleconference technology for some time, and since the State of Emergency is still in effect and state officials are still recommending measures to promote social distancing, especially for immunocompromised and sensitive groups (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 determines by majority vote that 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, and the "SMARTER" plan that the Governor unveiled specifically indicates that the State of Emergency will not be terminated;

**WHEREAS**, in addition to the above, state officials have issued orders recommending social distancing measures for certain individuals and in certain situations. For example, and not by way of limitation, social distancing is referenced in guidance on vaccine doses for persons who are immunocompromised and in certain situations under general industry safety orders;

**WHEREAS**, the state legislature has also made findings that by removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, AB 361 protects the health and safety of civil servants and

the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location;

**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. Findings.** The City Council hereby finds that, as set forth above, due to the novel coronavirus a State of Emergency declared by the Governor of the State of California is currently in effect, and that state or local officials are recommending 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 10th day of May, 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 May 10, 2022

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

**SUBMITTED BY:** Julie Haas-Wajdowicz, Environmental Resource Coordinator *JH by ch*

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

**SUBJECT:** Resolution Urging Contra Costa County to Enact Immediate Measures to Phase Out Existing Oil and Gas Operations on County Lands, and to Prohibit Any New Drilling.

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### RECOMMENDED ACTION

It is recommended that the City Council adopt the resolution, attached hereto as Attachment A, urging Contra Costa County to enact immediate measures to phase out existing oil and gas operations on County lands, and to prohibit any new drilling.

### FISCAL IMPACT

There are no anticipated fiscal impacts as a result of this item.

### DISCUSSION

- Background

#### **Climate Change and Resilience**

The City's climate work began in 2007 when City Council joined ICLEI (Local Governments for Sustainability) through grant funding to fund a baseline (2005) community inventory of greenhouse gas emissions. Council adopted Green House Gas (GHG) reduction targets to reduce overall carbon emissions by 25% (2005 levels) by 2020 and 80% by 2050 as mandated by the [Global Warming Solutions Act of 2016 \(AB 32\)](#) on June 23, 2009 with Resolution 2009/57. Subsequent [Community](#) and [Municipal](#) Climate Action Plans (CAPs) were developed and approved by Council May 24, 2011. These plans highlighted possible programs and actions that the city could use to reach emission reduction targets to reduce overall carbon emissions by 25% to comply with the targets adopted in June 2009. The City has met the 2020 goal and experienced a 25% decrease in direct emissions since the baseline inventory for 2005. These results were achieved primarily through efforts at the State level. In 2020, the City Council adopted our Climate Action & Resilience Plan (CARP).

### Local Hazard Mitigation Plan

The 2018 Local Hazard Mitigation Plan (LHMP) began exploring ways to reduce risks from a wide range of potential hazards. Hazards can include anything from earthquakes and floods to wildfires and extreme heat. Figure A below, from the Local Hazard Mitigation Plan, identifies various hazard types and assigns a risk score based on the probability of occurrence and the impact on the community.

Figure A - Antioch Hazard Risk Ranking <sup>1</sup>			
Rank	Hazard Type	Risk Rating Score (Probability x Impact)	Category
1	Earthquake	48	High
2	Severe weather	30	Medium
3	Landslide	27	Medium
4	Flood	18	Medium
5	Drought	9	Low
6	Dam and levee failure	6	Low
6	Wildfire	6	Low
6	Sea level rise	6	Low

**Sea Level Rise.** In 2019, Adapting to Rising Tides (ART) initiative completed its initial study of East Contra Costa County. City staff worked on this project, including assisting with hosting a community listening session and providing input and review of the reports. ART includes a flood mapping tool as well as vulnerability assessment, which can be explored here: <https://eccexplorer.adaptingtorisingtides.org/explorer>. This tool illustrates how high tides, storm surges, and rising sea levels will affect specific areas of the City and where actions must be taken to mitigate the damage to people and property.

**Severe Weather - Extreme Heat Events.** The City of Antioch is already one of the warmest communities in the Bay Area Region. Projected heat intensification is likely to affect the health and well-being of the City's residents. Heat events also affect energy consumption and the energy costs of a household, which increases overall housing costs and reduces disposable income for residents. Almost half (46%) of the City's housing stock was built prior to 1980 and has less insulation than is optimal for this climate.

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<sup>1</sup> CCC Local Hazard Mitigation Plan Volume 2

### **Ordinance to Prohibit Oil and Gas Drilling, Production and Exploratory Operations**

In January, 2022, the City Council unanimously adopted Ordinance No 2203-C-S to prohibit oil and gas operations in the two zones (M-2 and S) where it was previously permitted.

- **Analysis**

Climate Change is a global issue and must be combated at all levels of government and by every community member. Moving away from fossil fuel production and use should be part of the solution. Proximity to county land bordering the City of Antioch has the potential to directly impact our residents if oil and gas drilling continues.

### **ATTACHMENT**

A. Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADOPT A RESOLUTION URGING CONTRA COSTA COUNTY TO  
ENACT IMMEDIATE MEASURES TO PHASE OUT EXISTING OIL AND  
GAS OPERATIONS ON COUNTY LANDS AND TO PROHIBIT ANY  
NEW DRILLING**

**WHEREAS**, in May 2020, the City of Antioch adopted a Climate Action and Resilience Plan in order to promote “adaptation to climate related changes, mitigation of greenhouse gas emissions, and community development for building strong communities that can withstand the climate challenge,”;

**WHEREAS**, the City Climate Action and Resilience Plan clearly acknowledges that the “effects of climate change and natural disasters do not end strictly at the borders of one jurisdiction or another,” and that the City has therefore been “working with the County to ensure that the concerns and perspectives of Antioch communities are addressed, and to solidify continuing regional collaboration,”;

**WHEREAS**, in January, 2020 the City Council unanimously approved Ordinance 2203-C-S which prohibits oil and gas operations within the city limits;

**WHEREAS**, on September 9, 2020, the Contra Costa County Board of Supervisors declared a Climate Emergency within Contra Costa County “that demands accelerated actions on the climate crisis and calls on local and regional partners to join together to address climate change,” and to move away from a fossil fuel-dependent economy;

**WHEREAS**, the Contra Costa County Climate Emergency Resolution No. 2020/256 cites a June 24, 2019 resolution signed by 70 health organizations, including the American Medical Association and the American Public Health Association, which recognizes climate change as an urgent health emergency;

**WHEREAS**, some communities in the City of Antioch disproportionately bear the brunt of health-related impacts caused by industrial and other activities;

**WHEREAS**, the California Environmental Protection Agency has identified various census tracts with the City of Antioch as disadvantaged communities burdened by and vulnerable to multiple sources of pollution and suffering from high rates of asthma;

**WHEREAS**, the City of Antioch recognizes that any increase of industrial pollution within nearby County jurisdiction can have negative consequences for the health and safety of City residents, even as any increase in industrial pollution undermines the greenhouse gas-reduction efforts undertaken by the City and its residents;



**WHEREAS**, since 2019 three oil and gas wells have been operating on County land approximately .5 miles north of Empire Mine Road and Deer Valley Road, and within .5 miles of the Kaiser Permanente-Antioch Medical Center, and a permit application for additional oil and gas drilling in the area is currently under review;

**WHEREAS**, a growing body of scientific research documents the health-hazardous effects of the air-borne pollutants which are co-emitted with greenhouse gases during fossil fuel extraction;

**WHEREAS**, these air pollutants include benzene, toluene, ethylbenzene, xylene, formaldehyde, hydrogen sulfide, and methylene chloride, which can migrate off-site due to fugitive emissions, leaks, spills, or accidents; and many of these compounds are well known to be toxic to human health, carcinogenic, cause respiratory and cardiovascular harm, or are endocrine-disrupting chemicals that can cause long-term developmental or reproductive harm;

**WHEREAS**, two separate studies published in 2020 by scientists at Stanford and UC Berkeley found that living near oil and gas wells has significant, adverse impacts on pregnant mothers and newborn babies, elevating the risk for preterm birth and low birth weight;

**WHEREAS**, extensive technical literature shows that sites of oil and gas extraction pose serious health risks to all people living a mile or more away from them, and a greater risk for people living within a half-mile of production facilities;

**WHEREAS**, the methane released by oil and gas extraction is, over a twenty-year period, 86 times more potent a greenhouse gas than carbon dioxide, and is also responsible for 25% of the warming felt today, jeopardizing the continued habitability of our planet and the future prospects of generations to come;

**WHEREAS**, on May 17, 2021, the International Energy Agency (IEA), the world's leading energy organization, issued a report stating that "no new oil and natural gas fields are needed in the net zero pathway," and that exploitation and development of new oil and gas fields must stop this year if the world is to stay within safe limits of global heating and meet the goal of net zero emissions by 2050;

**WHEREAS**, existing oil and gas extraction on County land poses unacceptable risks to public health and safety within the City of Antioch and adjacent jurisdictions, exacerbates the widening climate crisis, and contradicts existing City and County mandates to ensure safe and healthy communities and implement greenhouse gas reduction; and

**WHEREAS**, any future expansion of oil and gas extraction on County land would pose unacceptable risks to the health, safety and general well-being of residents of the rapidly growing City of Antioch and neighboring communities, undermining City and County mandates—including the City Climate Action and Resilience Plan, the County

Climate Action Plan, and County Climate Emergency Resolution—to ensure safe and healthy communities, protect vulnerable populations, and effect greenhouse gas reduction.

**NOW, THEREFORE, BE IT RESOLVED**, in recognition of the profound incompatibility of fossil fuel extraction with climate action, and in the spirit of regional collaboration evoked by both City and County, that the City of Antioch strongly urge the Board of Supervisors of Contra Costa County to enact immediate measures to phase out existing toxic oil and gas operations on County lands, and to prohibit any new drilling.

\* \* \* \* \*

**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 10th day of May, 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 May 10, 2022

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

**SUBMITTED BY:** Alan Barton, Information Systems Director 

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

**SUBJECT:** Arctic Wolf Network Annual Contract Renewal

---

### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager or designee to execute an agreement with Arctic Wolf Network cyber security services in the amount not to exceed \$90,000.

### **FISCAL IMPACT**

The 2021-22 and 22-23 Information Systems Maintenance Contracts budget includes funds for this project.

### **DISCUSSION**

Due to the ongoing and ever-expanding risk of cyber-attacks on government facilities, City staff requests that existing cyber security services provided by Arctic Wolf Networks be continued for another year.

Arctic Wolf Networks provides network log monitoring resources, as well as software update management to protect the City's Information Systems infrastructure.

### **ATTACHMENTS**

- A. Resolution
- B. Arctic Wolf Network quote

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE ARCTIC WOLF NETWORK ANNUAL RENEWAL NOT TO  
EXCEED \$90,000 AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO  
EXECUTE THE RENEWAL**

**WHEREAS**, the City's Information Systems Department annually assesses hardware and software in conjunction with the operational needs of each City department and division; and

**WHEREAS**, the City's Information Systems department maintains the City's technology through timely replacement of hardware and software that are beyond their useful life, which is critical in managing costs and liability associated with aging technology.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council authorizes the City Manager or designee to execute an agreement with Arctic Wolf Network for cyber security services in an amount not to exceed \$90,000 in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10th day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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



CARAHSOFT TECHNOLOGY CORP  
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
 WWW.CARAHSOFT.COM/ARCTICWOLF | ARCTICWOLF@CARAHSOFT.COM

carahsoft.

TO: Alan Barton  
 Information Systems Director  
 City of Antioch  
 1307 West Fourth Street  
 Antioch, CA 94509 USA

FROM: Luke A. Phillips  
 Arctic Wolf Government Solutions Team  
 at Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

EMAIL: abarton@antiochca.gov

EMAIL: Luke.Phillips@carahsoft.com

PHONE: (925) 779-7000

PHONE: (571) 662-4801 FAX: (703) 871-8505

TERMS: Contract Number: 7-17-70-40-05  
 NASPO Master Contract Number: AR2472  
 Contract Term: 09/15/17 - 09/15/26  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 45 (On Approved Credit)  
 Sales Tax May Apply

QUOTE NO: 33356170  
 QUOTE DATE: 03/30/2022  
 QUOTE EXPIRES: 05/01/2022  
 RFQ NO:  
 SHIPPING: GROUND  
 TOTAL PRICE: \$49,909.20

TOTAL QUOTE: \$49,909.20

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	AW-MDR-USER	Arctic Wolf MDR user license 125-3000 \$125.40 Arctic Wolf Networks, Inc.	LIST: \$180.00 CONTR: \$176.40	\$125.40	COOP 398	\$49,909.20
SUBTOTAL:						\$49,909.20
TOTAL PRICE:						\$49,909.20
TOTAL QUOTE:						\$49,909.20

The products and services listed in this quotation are subject to the terms and conditions per the Arctic Wolf EULA and MSA which can be found at <https://arcticwolf.com/terms/msa/>

## GOVERNMENT PRICE QUOTATION



CARAHSOFT TECHNOLOGY CORP  
 11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468  
 WWW.CARAHSOFT.COM/ARCTICWOLF | ARCTICWOLF@CARAHSOFT.COM

carahsoft

TO: Alan Barton  
 Information Systems Director  
 City of Antioch  
 1307 West Fourth Street  
 Antioch, CA 94509 USA

FROM: Luke A. Phillips  
 Arctic Wolf Government Solutions Team  
 at Carahsoft Technology Corp.  
 11493 Sunset Hills Road  
 Suite 100  
 Reston, Virginia 20190

EMAIL: abarton@antiochca.gov

EMAIL: Luke.Phillips@carahsoft.com

PHONE: (925) 779-7000

PHONE: (571) 662-4801

FAX: (703) 871-8505

TERMS: Contract Number: 7-17-70-40-05  
 NASPO Master Contract Number: AR2472  
 Contract Term: 09/15/17 - 09/15/26  
 Shipping Point: FOB Destination  
 Credit Cards: VISA/MasterCard/AMEX  
 Remit To: Same as Above  
 Payment Terms: Net 45 (On Approved Credit)  
 Sales Tax May Apply

QUOTE NO: 33356171  
 QUOTE DATE: 03/30/2022  
 QUOTE EXPIRES: 05/01/2022  
 RFQ NO:  
 SHIPPING: GROUND  
 TOTAL PRICE: \$39,385.82

TOTAL QUOTE: \$39,385.82

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	AW-PLATFORM	Arctic Wolf Platform Access Arctic Wolf Networks, Inc.	LIST: \$15.00 CONTR: \$14.70	\$0.00	COOP 420	\$0.00
2	AR2472-AWN001-060820-010	Arctic Wolf Managed Risk user license 125-3000 \$62.43 Arctic Wolf Networks, Inc.	LIST: \$90.00 CONTR: \$88.20	\$62.43	COOP 398	\$24,847.14
3	AR2472-AWN001-060820-009	Arctic Wolf Managed Risk server license Arctic Wolf Networks, Inc.	LIST: \$90.00 CONTR: \$88.20	\$60.85	COOP 22	\$1,338.70
4	AR2472-AWN001-060820-030	Arctic Wolf MDR Office 365 user license Arctic Wolf Networks, Inc.	LIST: \$22.50 CONTR: \$22.05	\$15.69	COOP 398	\$6,244.62
5	AR2472-AWN001-060820-004	Arctic Wolf 200 Series Sensor Arctic Wolf Networks, Inc.	LIST: \$3,000.00 CONTR: \$2,940.00	\$2,094.98	COOP 2	\$4,189.96
6	AR2472-AWN001-062420-014	Arctic Wolf MDR Log Retention - 90 days Arctic Wolf Networks, Inc.	LIST: \$0.00 CONTR: \$0.00	\$0.00	COOP 420	\$0.00
7	AR2472-AWN001-060820-033	Arctic Wolf MDR server license Arctic Wolf Networks, Inc.	LIST: \$180.00 CONTR: \$176.40	\$125.70	COOP 22	\$2,765.40
SUBTOTAL:						\$39,385.82

TOTAL PRICE: \$39,385.82

TOTAL QUOTE: \$39,385.82

The products and services listed in this quotation are subject to the terms and conditions per the Arctic Wolf EULA and MSA which can be found at <https://arcticwolf.com/terms/msa/>

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

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

**REVIEWED BY:** Carlton Thompson, Assistant City Engineer *CT*

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

**SUBJECT:** Seventh Amendment to the Consulting Services Agreement with Coastland for On-Call Consultant Inspection Services

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the seventh amendment to the Consulting Services Agreement with Coastland in an amount not to exceed \$250,000 for a total contract amount of \$1,262,500 for on-call consultant inspection services and extending the term of the contract through December 31, 2023.
2. Authorizing and directing the City Manager or designee to execute the seventh amendment to the Agreement with Coastland in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will increase Coastland's agreement in an amount not to exceed \$250,000 for a total agreement amount of \$1,262,500. Funding for this work will be provided from various funding sources corresponding to the project inspections performed by the consultant. It is anticipated that this recommendation will have no impact to the General Fund.

**DISCUSSION**

The City has three full time Public Works Inspectors. In addition to City capital projects, currently there are large subdivision projects under construction. The current workload exceeds the capacity of existing staff levels. On September 26, 2018 we entered into an agreement with Coastland for supplemental inspection services. An amendment is needed to the existing agreement with Coastland to continue to oversee the construction of improvements within new subdivisions and various other construction activities.

Operating Engineers Local Union No. 3 has been notified of this contract extension.

**ATTACHMENTS**

A. Resolution

B. Seventh Amendment to the Consulting Services Agreement with Coastland



ATTACHMENT "A"

RESOLUTION NO. 2022/\*\*

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE SEVENTH AMENDMENT TO THE CONSULTING SERVICES  
AGREEMENT WITH COASTLAND IN AN AMOUNT NOT TO EXCEED \$250,000 FOR  
ON-CALL INSPECTION SERVICES**

**WHEREAS**, on September 26, 2018, the City of Antioch ("City") entered into a Consulting Services Agreement with Coastland for on-call inspection services in the amount of \$50,000;

**WHEREAS**, on December 12, 2018, the City increased the compensation for Coastland in the amount not to exceed \$12,500 for a total contract amount of \$62,500;

**WHEREAS**, on January 8, 2019, the City increased the compensation for Coastland in the amount not to exceed \$150,000 for a total contract amount of \$212,500;

**WHEREAS**, on June 25, 2019, the City increased the compensation for Coastland in an amount not to exceed \$250,000 for a total contract amount of \$462,500;

**WHEREAS**, on January 28, 2020, the City increased the compensation for Coastland in an amount not to exceed \$300,000 for a total contract amount of \$762,500;

**WHEREAS**, on March 9, 2021, the City increased the compensation for Coastland in an amount not to exceed \$250,000 for a total contract amount of \$1,012,500;

**WHEREAS**, on January 1, 2022, the City extended the term of the contract through December 31, 2022;

**WHEREAS**, the City has considered approving the seventh amendment to the Consulting Services Agreement ("Agreement") with Coastland in an amount not to exceed \$250,000 for a total contract amount of \$1,262,500 for on-call consultant inspection services and extending the term of the contract through December 31, 2023; and

**WHEREAS**, the City has considered authorizing the City Manager to execute the seventh amendment to the Agreement with Coastland in an amount not to exceed \$250,000 for a total contract amount of \$1,262,500.

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

May 10, 2022

Page 2

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

1. Approves the seventh amendment to the Consulting Services Agreement with Coastland, in substantially the form attached as Attachment B to the staff report, in an amount not to exceed \$250,000 for a total contract amount of \$1,262,500 for on-call inspection services and extends the term of the contract through December 31, 2023; and
2. Authorizes and directs the City Manager to execute the seventh amendment to the agreement with Coastland in a form approved by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

A2

## ATTACHMENT "B"

### AMENDMENT NO. 7 TO AGREEMENT FOR ON-CALL INSPECTION SERVICES

**THIS SEVENTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into this 10<sup>th</sup> day of May 2022, by and between the CITY OF ANTIOCH, a municipal corporation ("CITY") and COASTLAND, their address is 3478 Buskirk Avenue, Suite 1000, Pleasant Hill, CA 94523 ("Consultant").

#### RECITALS

**WHEREAS**, on September 26, 2018, CITY and COASTLAND entered into an Agreement for Professional Consultant Services on an "On-Call" Basis ("Agreement") in the amount of \$50,000.00;

**WHEREAS**, on December 12, 2018, City increased the compensation in the amount of \$12,500 bringing the total compensation to an amount not to exceed \$62,500;

**WHEREAS**, on January 8, 2019, City increased the compensation in the amount of \$150,000 bringing the total compensation to an amount not to exceed \$212,500;

**WHEREAS**, on June 25, 2019, City increased the compensation in the amount of \$250,000 bringing the total compensation to an amount not to exceed \$462,500;

**WHEREAS**, on January 28, 2020, City increased the compensation in the amount of \$300,000 bringing the total compensation to an amount not to exceed \$762,500;

**WHEREAS**, on March 9, 2021, City increased the compensation in the amount of \$250,000 bringing the total compensation to an amount not to exceed \$1,012,500; and

**WHEREAS**, on January 1, 2022, the City extending the term of the contract through December 31, 2022;

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

**1. Section 1.1 "Term of Services" shall be amended to read as follows:**

"The term of this Agreement shall begin on the date first noted above and shall end on **December 31, 2023**, and Consultant shall complete the work described in Exhibit A to the Agreement, Exhibit A to Amendment No. 1, Exhibit A to Amendment No. 2, Exhibit A to Amendment No. 3, Exhibit A to Amendment No. 4, Exhibit A to Amendment No. 5, Exhibit A to Amendment No. 6, and Exhibit A to Amendment No. 7 of the agreement prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8 of the Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8 of the Agreement."

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

"CITY hereby agrees to pay Consultant a sum not to exceed \$1,262,500, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

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

CITY OF ANTIOCH:

COASTLAND

By: \_\_\_\_\_  
Cornelius H. Johnson, Interim City Manager

By: \_\_\_\_\_  
John Wanger, CEO

ATTEST:

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

APPROVED AS TO FORM:

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



EXHIBIT "A"



**COASTLAND**

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

April 21, 2022

Mr. Scott Buenting  
City of Antioch  
Capital Improvements Division  
PO Box 5007  
Antioch, CA 94531-5007

Subject: **Request for Contract Extension for Construction Inspection Services**

Dear Scott:

Coastland has provided construction inspection services to the City through the Fourth Amendment for Consultant Services. The term of this amendment is set to expire December 31, 2022. Based on our discussions, both the City and Coastland would like to extend our agreement through December 31, 2023.

We have reviewed the remaining budget and average utilization of our inspector. Based on these, we believe an increase in the budget of \$250,000 above the current contract maximum of \$1,012,500 should be sufficient to cover the provision of the anticipated additional services.

As requested, you will find our hourly rate schedule for professional services attached.

We greatly appreciate the opportunity to continue providing inspection services to the City, and look forward to continuing to serve the City of Antioch. Please let us know if you have any questions or need any additional information to support this request.

Sincerely,

George R. Hicks, PE  
Supervising/Managing Engineer

Dennis Sheil  
Construction Manager

Santa Rosa  
1400 Neotomas Avenue  
Santa Rosa, CA 95405  
Tel: 707.571.8005

Auburn  
11641 Blocker Drive, Ste. 170  
Auburn, CA 95603  
Tel: 530.888.9929

Pleasant Hill  
3478 Buskirk Avenue, Ste. 1000  
Pleasant Hill, CA 94523  
Tel: 925.233.5333

Fairfield  
324 Campus Lane, Ste. A  
Fairfield, CA 94534  
Tel: 707.702.1961



# COASTLAND

## SCHEDULE OF HOURLY RATES

July 01, 2021, through June 30, 2022

### PROFESSIONAL SERVICES

Principal Engineer	\$210 - \$230/hour
Supervising Engineer	\$180 - \$200/hour
Senior Engineer	\$165 - \$180/hour
Associate Engineer	\$150 - \$165/hour
Assistant Engineer	\$130 - \$150/hour
Junior Engineer	\$120 - \$130/hour
Senior Engineering Technician	\$140 - \$160/hour
Engineering Technician	\$125 - \$140/hour
Engineering Aide	\$100 - \$120/hour
Resident Engineer	\$160 - \$180/hour
Construction Manager	\$145 - \$180/hour
Construction Inspector*	\$135 - 165/hour
Construction Administrator	\$90 - \$100/hour
Building Plan Check Engineer/Architect	\$150 - \$180/hour
Building Official and/or CASp	\$150 - \$180/hour
Supervising Building Inspector	\$155 - \$175/hour
Senior Building Inspector	\$130 - \$150/hour
Building Inspector (I & II)	\$105 - \$125/hour
Supervising Plans Examiner	\$155 - \$170/hour
Senior Plans Examiner	\$130 - \$150/hour
Plans Examiner (I & II)	\$105 - \$125/hour
Supervising Permit Technician	\$125 - \$135/hour
Senior Permit Technician	\$115 - \$125/hour
Permit Technician (I & II)	\$90 - \$110/hour
Administrative	\$90 - \$100/hour
VEHICLE	\$15 - 20/hour
MILEAGE	\$0.68/mile
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- When applicable, mileage or vehicle rates will be charged, but not both.
- \* Includes services subject to prevailing wage rates.

CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 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 *CZ for JS*

**SUBJECT:** First Amendment to the Hunt and Sons Agreement to Increase the Contract Amount and Amend the Agreement End Date for the Purchase Gasoline and Diesel Fuel

---

**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving an amendment to fiscal years 2021-2022 and 2022-2023 Marina Fund and Vehicle Maintenance Fund Operating budgets to make necessary gas and diesel fuel purchases for the City's fleet of vehicles, equipment, and emergency generators.
2. Approving the First Amendment with Hunt and Sons, Inc. which increases the total yearly contract amount by \$200,000 for the current FY21-22, and by \$250,000 for the remaining fiscal years, and correcting the contract to the appropriate five (5) years, for a total agreement amount not to exceed \$3,700,000; and
3. Authorizing the City Manager to execute the First Amendment to the Agreement in a form approved by the City Attorney.

**FISCAL IMPACT**

Adoption of this resolution will amend the fiscal years 2021-2022 and 2022-2023 Marina Fund Operating budgets and Vehicle Maintenance Fund budgets by an increase of \$200,000 for the current fiscal year, and \$250,000 for fiscal year 22-23. This increase of funds will allow the Fleet division to continue to make the necessary purchases of gas and diesel fuel which keep the City's vehicles, equipment, and emergency generators in service and operational.

**DISCUSSION**

The Department of Public Works published the Gasoline and Diesel Fuel request for bids on June 15, 2021; the bid closed on July 6, 2021. Bids were solicited, two complete and

qualified bids were received. This contract is based on the daily O.P.I.S. (Oil Price Information System) West Coast Spot Market Report for the San Francisco Area. The per gallon prices quoted on the bid tabulation is in addition to the O.P.I.S. prices per gallon.

The existing contract amount with Hunt & Sons, Inc. is currently not enough to meet the price increases in gasoline and diesel fuel over the past (9) months. Due to ongoing inflation and market volatility in oil prices, the City is anticipating continued fuel cost increases which require additional funding. In addition, this amendment corrects the agreement end date from June 30, 2025, to June 30, 2026, to make the agreement a five-year contract as originally intended.

**ATTACHMENTS**

- A. Resolution
- B. Resolution No. 2021/126
- C. First Amendment to the MSA
- D. Executed Maintenance Services Agreement (MSA)



**ATTACHMENT "A"**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE FIRST AMENDMENT TO THE HUNT & SONS AGREEMENT, TO  
INCREASE CONTRACT AMOUNT AND AMEND AGREEMENT END DATE AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT**

**WHEREAS**, the City must maintain a consistent supply of gasoline and diesel fuel products for its entire inventory of fleet and equipment;

**WHEREAS**, on June 15, 2021, a Request for Bid for Gasoline and Diesel fuel was published on the City's website, sent directly to vendors, and closed on July 6, 2021; and

**WHEREAS**, the City received two (2) qualified bids, including Hunt & Son's bid, which was selected as the lowest, responsive and responsible bidder;

**WHEREAS**, on July 27, 2021, the City Council passed and adopted Resolution No. 2021/126 authorizing the City and Hunt and Sons to enter into a Maintenance Services Agreement ("Agreement") for Gasoline and Diesel Fuel for a term of five (5) years with a contract end date of June 30, 2025 in the amount not to exceed \$500,000 per contract year for a total contract cost not to exceed \$2,500,000; and

**WHEREAS**, the City would like to amend this Agreement to increase the yearly and total contract amount and correct the contract end date;

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

1. Approves an amendment to fiscal years 2021-2022 and 2022-2023 Marina Fund and Vehicle Maintenance Fund Operating budgets to make necessary gas and diesel fuel purchases for the City's fleet of vehicles, equipment, and emergency generators.
2. Approves the First Amendment with Hunt and Sons, Inc. to increase the total yearly contract amount by \$200,000 for FY21-22 and \$250,000 for the remainder years for a total agreement amount not to exceed \$3,700,000; and correcting the contract end date to the appropriate five (5) years end date of June 30, 2026.
3. Authorizes the City Manager to execute the First Amendment to the Agreement in a form approved by the City Attorney.

\* \* \* \* \*

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

May 10, 2022

Page 2

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**ATTACHMENT "B"**

**RESOLUTION NO. 2021/126**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AWARDING THE BID AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN  
AGREEMENT WITH HUNT & SONS, INC. FOR GASOLINE AND FUEL PURCHASE,  
BID NO. 405-0706-21A**

**WHEREAS**, bids were solicited on June 15, 2021, the bidding closed on July 6, 2021 and two (2) bids were received;

**WHEREAS**, the City Council has considered awarding the Maintenance Services Agreement ("Agreement") to the lowest, responsive, and responsible bidder, Hunt & Sons, Inc.;

**WHEREAS**, the City must maintain a consistent supply of gasoline and diesel fuel products for its entire inventory of fleet and equipment; and

**WHEREAS**, Hunt & Sons, Inc. is a local, diversified petroleum distribution company that specializes in commercial fleet fueling services, bulk fuel supply and comprehensive lubricant solutions for industrial, commercial, agricultural, and automotive use.

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

1. Awards the Maintenance Services Agreement for Gasoline and Diesel Fuel, to the lowest, responsive, and responsible bidder Hunt & Sons, Inc., and
2. Approves an Agreement with Hunt and Sons, Inc. for a term of five (5) years in the amount not to exceed \$500,000 per contract year for a total contract cost not to exceed \$2,500,000, and
3. Authorizes the City Manager to execute the Agreement, in a form approved by the City Attorney, with Hunt and Sons, Inc. for the total amount not to exceed \$2,500,000.

\* \* \* \* \*

**RESOLUTION NO. 2021/126**  
**July 27, 2021**  
**Page 2**

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 27<sup>th</sup> day of July 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

**ABSENT:** None

**ABSTAIN:** None

**NOES:** None

  
ELIZABETH HOUSEHOLDER  
CITY CLERK OF THE CITY OF ANTIOCH

## **ATTACHMENT "C"**

### **FIRST AMENDMENT TO CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT WITH HUNT AND SONS, INC FOR GASOLINE AND DIESEL FUEL**

**THIS FIRST AMENDMENT TO THE AGREEMENT FOR GASOLINE AND DIESEL FUEL** is entered into this **10th** day of **May** 2022, by and between the CITY OF ANTIOCH, a municipal corporation with its principal place of business at 200 H Street, Antioch, CA 94509 ("City") and **Hunt and Sons, Inc**, a California corporation with its principal place of business at **5750 South Watt Ave, Sacramento, CA 95828** ("Contractor").

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

**WHEREAS**, on July 28, 2021 CITY and Vendor, entered into an Agreement for Contractor Services for Gasoline and Diesel Fuel ("**Agreement**") in the amount not to exceed Five Hundred Thousand Dollars (\$500,000) per contract year and a total of five (5) year pricing of Two Million Dollars (\$2,000,000), ending on June 30, 2025;

**WHEREAS**, the Agreement provides for purchases and deliveries of Gasoline and Diesel Fuel for The City of Antioch's fleet of Vehicles, Equipment, and Emergency Generators as detailed in Exhibit "A" of the Agreement and the attachments thereto; and

**WHEREAS**, the original agreement was intended to be a five (5) year contract, however, was only made a four year contract and needs to be corrected from June 30, 2025 to June 30, 2026; and

**WHEREAS**, due to a rising cost of gasoline and diesel fuel over the past nine (9) months the City would like to increase the amount allocated by an amount not to exceed \$200,000 for fiscal year 21-22 and \$250,000 per remaining contract years, for a total amount each term not to exceed \$700,000 with total five (5) year contract mount not to exceed of \$3,700,000.

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

1. **Section 3.1.2** of the agreement shall be amended, in its entirety, to read as follows:

**3.1.2** The term of this Agreement shall be from **August 1, 2021 to June 30, 2026**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

2. **Section 3.3.1** of the Agreement, "Compensation" shall be amended, in its entirety, to read as follows:

**3.3.1 Compensation** . Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set

forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Seven Hundred and Fifty Thousand Dollars (\$700,000) for each contract year and a total five (5) year price of Three Million Seven Hundred Fifty Thousand Dollars (\$3,700,000)** without written approval of City's Finance Director. Extra Work may be authorized, as described below, and if authorized will be compensated at the rates and manner set forth this in Agreement.

3. Except as amended by this First Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. The Recitals set forth above are true and correct and are incorporated into this First Amendment as if fully set forth herein.
5. This First Amendment shall be governed by the laws of the State of California. Venue shall be in Contra Costa County.

(Signatures on the Following Page)

**SIGNATURE PAGE TO FIRST AMENDMENT  
TO CITY OF ANTIOCH MAINTENANCE  
SERIVCES AGREEMENT WITH HUNT &  
SONS, INC. FOR GASOLINE & DIESEL  
FUEL**

CITY OF ANTIOCH:

HUNT & SONS, INC.

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

Cornelius H. Johnson  
Joshua Hunt, CEO  
Interim City Manager

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

ATTEST:

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

APPROVED AS TO FORM:

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

## ATTACHMENT "D"

### CITY OF ANTIOCH MAINTENANCE SERVICES AGREEMENT

#### 1. PARTIES AND DATE.

This Agreement ("**Agreement**") is made and entered into this 28th day of July, 2021 ("**Effective Date**") by and between the City of Antioch, a municipal corporation organized under the laws of the State of California with its principal place of business at 200 H Street, Antioch California 94509 ("**City**") and **Hunt and Sons, Inc.**, a Corporation with its principal place of business at 5750 South Watt Ave, Sacramento CA 95828 ("**Contractor**"). City and Contractor are sometimes individually referred to as "**Party**" and collectively as "**Parties**" in this Agreement.

#### 2. RECITALS.

##### 2.1 Contractor.

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

##### 2.2 Project.

City desires to engage Contractor to render such services for the **Gasoline and Diesel Fuel** project ("**Project**") as set forth in this Agreement.

#### 3. TERMS.

##### 3.1 Scope of Services and Term.

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



3.1.2 The term of this Agreement shall be from **August 1, 2021 to June 30, 2025**, unless earlier terminated as provided herein. The City reserves the right to review the Contractor's performance at the end of each year and cancel all or part of the Agreement.

### **3.2 Responsibilities of Contractor.**

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

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

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

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

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

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

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

3.2.8 Period of Performance and Liquidated Damages. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages, and not as a penalty, the sum of **Two Hundred Dollars (\$200.00)** per day for each and every calendar day of delay beyond the Performance Time or beyond any completion schedule or Project milestones established pursuant to this Agreement.

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

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one

calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

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

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

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

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

3.2.10.7 Water Quality.

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

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

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

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

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

### 3.2.13 Bonds.

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

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

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

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

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

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Five Hundred Thousand Dollars (\$500,000.00) per contract year and a total five (5) year price of Two Million Dollars (\$2,000,000.00)** without written approval of City's Finance Director. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

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

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

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

#### 3.3.5 California Labor Code Requirements

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

under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

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

### **3.4 Termination of Agreement.**

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

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

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

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

discretion of the Mayor and City Council. Contractor's assumption of risk of possible non-appropriation is a part of the consideration for the Agreement. This section controls against any and all other provisions of the Agreement.

### **3.5 General Provisions.**

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

**Contractor:**

Hunt and Sons, Inc.  
5750 South Watt Ave  
Sacramento, CA 95828

**City:**

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

**City:**

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

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

### **3.5.2 Indemnification.**

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.



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

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

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

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

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

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

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

paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

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

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

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

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

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

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

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

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

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

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

3.5.19 Wage Theft Prevention.

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

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

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

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

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

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

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH  
AND HUNT AND SONS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 28th day of July, 2021.

**CITY OF ANTIOCH**

Approved By:



Rowland E. Bernal Jr.  
City Manager

**Hunt And Sons, Inc.**

  
Signature  
Name  
Title

ATTEST:

  
for Elizabeth Householder  
City Clerk

Approved As To Form:

  
Thomas Lloyd Smit  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **I. SPECIFICATIONS**

The City of Antioch is soliciting bids for its requirements for gasoline and diesel fuel according to all stated terms and specifications.

##### **Bonds**

There are no bonds required for this project/contract.

##### **Contract Period**

The bid shall cover the City's requirements of petroleum products for the period July 1, 2021 through June 30, 2026.

##### **Quality**

Only Products of new manufacture or distillation will be accepted. No refined or reclaimed products will be accepted.

##### **Invoicing / Prices**

Unit prices shall be based on the O.P.I.S. Published Average Price. Prices will be based on the F.O.B; separate freight charges will not be considered. Invoice prices shall be the O.P.I.S. Average Price published on Monday of the week delivery occurred +/- cents per gallon, including all applicable taxes. The vendor shall provide the City with a copy of the applicable O.P.I.S. publication with invoicing.

##### **Taxes**

State sales tax and all other applicable taxes and clean up charges shall be added to the invoice after receipt. (Do not include taxes in your unit cost for this bid). The City of Antioch is exempt from Federal Excise Tax. An exemption form may be issued to the successful bidder upon request.

##### **References**

All bidders must provide a list of at least (4) private and public entities who have utilized bidder's services. Please include names and telephone numbers of individuals who can be contacted regarding your product and service.

##### **Delivery Requirements**

Products shall be delivered to 1201 W Fourth St, Antioch, CA, unless otherwise specified. Deliveries shall be on a "keep full" basis or on a Monday/Wednesday/Friday delivery schedule. If the City requires special orders, deliveries shall be made within twenty-four (24) hours after receipt of order. Delivery slips shall be submitted at time of delivery in duplicate by the vendor, and shall be signed by an authorized City Employee. All deliveries shall be temperature correct to 60°F.

##### **Quantities**

Quantities listed in this quotation are approximate based on our average consumption. While the City estimates that consumption will not be less than quantities listed, there shall be no guarantee as to the actual quantities required during the period of the contract.

**Supply Requirements**

All bidders shall have gasoline and diesel fuel supply contracts which shall assure the continuous supply of product during the contract period. Bidders are required to submit with bid, information supporting their ability to supply, without major interruption, the products covered in this bid. In addition, all bidders are required to provide name of major oil company's product to be sold to the City (e.g. Shell, Chevron, etc.).

**EXHIBIT "B"**

**Please refer to Exhibit "A"**



**EXHIBIT "C"**  
**COMPENSATION**

City of Antioch  
Gasoline & Diesel Fuel Bid No. 405-0706-21A Bid Tabulation  
Closed July 6, 2021, 2:30 PM

<b>Cents Per Gallon + OPI index</b>	<b>Hunt &amp; Sons, Inc. Sacramento, CA</b>	<b>Ramos Oil Company Isleton, CA</b>
<u><b>Gasoline, Unleaded, 87 Octane</b></u>		
0 to 500 Gallons	0.1025	0.1000
501 to 2,000 Gallons	0.0625	0.0800
2,001 to 4,000 Gallons	0.0325	0.0700
Total Amount of Tax Per Gal.	0.30581	TBD
Brand Name of Product Bid	Tesoro or Chevron	Tesoro
<u><b>Clear Diesel Fuel</b></u>		
0 to 500 Gallons	0.10250	0.1000
501 to 2,000 Gallons	0.06250	0.0800
2,001 to 4,000 Gallons	0.03250	0.0700
Total Amount of Tax Per Gal.	0.13629	TBD
Brand Name of Product Bid	Tesoro or Chevron	Tesoro

**Companies Solicited but No Bid**

Valley Oil  
SC Fuels  
Pinnacle Petroleum

## EXHIBIT "D"

### INSURANCE REQUIREMENTS

Please refer to the insurance requirements listed below. Those that have an "X" indicated in the space before the requirement apply to Contractor's Agreement.

Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

Contractor shall provide its insurance broker(s)/agent(s) with a copy of these requirements and request that they provide Certificates of Insurance complete with copies of all required endorsements.

Contractor shall furnish City with copies of original endorsements affecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements and certificates are to be received and approved by City before work commences. City has the right to require Contractor's insurer to provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

#### Commercial General Liability (CGL):

  X   Coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$2,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

     Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

     Coverage at least as broad as ISO Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$5,000,000.00** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

#### Automobile Liability:

X Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), of if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than **\$1,000,000.00** combined single limit for bodily injury and property damage.

\_\_\_ Coverage at least as broad as ISO Form Number CA 0001 covering, Code 1 (any auto), with limits no less than \$5,000,000.00 combined single limit for bodily injury and property damage.

\_\_\_ Garage keepers' extra liability endorsement to extend coverage to all vehicles in the care, custody and control of the Contractor, regardless of where the vehicles are kept or driven.

**Professional Liability (Errors and Omissions):**

\_\_\_ Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000.00 per occurrence or claim, \$2,000,000.00 aggregate.

\_\_\_ (If Design/Build), with limits no less than \$1,000,000.00 per occurrence or claim, and \$2,000,000.00 policy aggregate.

\_\_\_ Insurance appropriates to the Contractor's profession, with limit no less than \_\_\_\_\_ per occurrence or claim, \_\_\_\_\_ aggregate

**Workers' Compensation Insurance:**

X Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000.00** per accident for bodily injury or disease. *(Not required if Contractor provides written verification it has no employees. Waiver needed.)*

The Employer's Liability policy shall be endorsed to waive any right of subrogation as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees.

**Builder's Risk (Course of Construction):**

\_\_\_ Insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. If the project does not involve new or major reconstruction, at the option of the City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site.

**Contractor's Pollution Legal Liability:**

\_\_\_\_ Contractor's pollution legal liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000.00 per occurrence or claim and \$2,000,000.00 policy aggregate.

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

### **Cyber Liability Insurance**

\_\_\_\_ Cyber Liability Insurance with limits not less than \$1,000,000 per claim.

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion, and network security.

The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

### **Surety Bonds:**

Contractor shall provide the following Surety Bonds:

\_\_\_\_ Bid Bond  
\_\_\_\_ Performance Bond  
\_\_\_\_ Payment Bond

The Payment Bond and Performance Bond shall be in a sum equal to the contract price. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain the following provisions:

#### **X Additional Insured Status and Primary/Non-Contributory Language:**

Contractor's general liability and automobile liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed to add the City and its officers, officials, employees, and agents as additional insureds under such policies using Insurance Services Office form CG 20 10 (or equivalent) on the general liability policy. For construction projects, an endorsement providing completed operations

coverage for the additional insured on the general liability policy, ISO form CG 20 37 (or equivalent), is also required.

The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

\_\_\_ **Loss Payee Status – Builder's Risk/Course of Construction Insurance (applicable to Construction Contracts only)**

Contractor may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name the City as a loss payee as their interest may appear.

\_\_\_ **Notice of Cancellation, Suspension or Otherwise Voiding Policies:**

Each insurance policy required above shall contain or be endorsed to contain that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except with thirty (30) days' prior written notice by certified mail, return receipt requested to the City.

\_\_\_ **Waiver of Subrogation:**

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Contractor, its employees, agents and subcontractors.

\_\_\_ **Completed Operations**

For Construction Agreements, Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

THE FOLLOWING PROVISIONS APPLY TO ALL AGREEMENTS

**Deductibles and Self-Insured Retentions ("SIR"):**

Any deductibles or self-insured retentions must be declared to and approved by City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. At the

option of the City, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, officers, attorneys, agents, and employees; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All SIRs must be disclosed to Risk Management for approval and shall not reduce the limits of liability.

Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City.

City reserves the right to obtain a full-certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

**Acceptability of Insurers:**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to City.

**Claims Made Policies: (note - should be applicable only to professional liability, see below)**

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability Policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability Policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

**Subcontractors:**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.



## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** John Samuelson, Public Works Director/City Engineer *CZ for JS*

**SUBJECT:** Purchase of New Furniture for the Public Works Office Remodel Project

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### **RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute purchase orders with specified furniture providers for the Public Works Workstation Remodel project using Cooperative Purchasing agreements for a total combined not to exceed amount of \$330,000.

### **FISCAL IMPACT**

Funding for the Public Works Workstation Remodel Project ("Project") is allocated in the following Council-approved FY 22 budgets; i.e.: General Fund, Vehicle Maintenance Fund, Information Systems Fund and Sewer and Water Enterprise Funds.

### **DISCUSSION**

Originally dedicated in August 1996, the Public Works Department is located at the Maintenance Service Center Administration in downtown Antioch. It was rededicated as the Stanford E. Davis Center on June 6, 1998. Ninety (90) percent of the workstation furniture and equipment, including desks, heavy uprights, cabinetry, wall paneling, flooring and interior design, is over twenty-four (24) years old. This remodel project will revive an aging City facility interior, including but not limited to, replacing outdated workstations for improved ADA accessibility, installing furniture and equipment that will reduce ergonomic risk factors, and substituting loose carpet for single-panel installs engineered for safety and easy replacement.

The City will be utilizing cooperative purchasing agreements through a California Multiple Award Schedule ("CMAS") contracts to be administered by Samclar. CMAS Contract No. 4-09-71-0087A is with All Steel. The City can utilize CMAS Cooperative Purchasing agreements for the purchases of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows dispensing with bidding procedures for purchasing goods or services or proposal procedures for professional services.

**ATTACHMENTS**

A: Resolution

B: CMAS Contract No. 4-09-71-0087A



**ATTACHMENT "A"**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY MANAGER TO EXECUTE PURCHASE ORDERS FOR  
NEW FURNITURE FOR THE PUBLIC WORKS OFFICE REMODEL PROJECT USING  
COOPERATIVE PURCHASING**

**WHEREAS**, the Public Works Department is seeking to replace most of the aging furniture at its Stanford E. Davis Center, including desks, heavy uprights, cabinetry, wall paneling, flooring, and update the interior design;

**WHEREAS**, the City Council has considered authorizing the City Manager to execute purchase orders with All Steel using Cooperative Purchasing as allowed by City of Antioch Municipal Code Title 3, Section 4.12(C);

**WHEREAS**, the City desires to utilize CMAS Contract 4-09-71-0087A with All Steel to be administered by Samclar, to take advantage of cooperative purchasing and pricing; and

**WHEREAS**, the City has considered authorizing the City Manager to execute purchase orders for a total combined not to exceed amount of \$330,000.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Antioch hereby authorizes the City Manager to execute purchase orders with All Steel using Cooperative Purchasing for a total combined not to exceed amount of up to \$330,000.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**Contract Name:** California Multiple Award Schedule (CMAS)  
**Contract Number:** 4-09-71-0087A  
**Contract Expiration:** September 30, 2023

#### CONTRACT TERMS

##### Eligible End-Users

- State and local government agency use of CMAS contracts is optional. A local government is any city, county or other local governmental body or corporation, including the University of California (UC), California State University (CSU), K-12 public schools, and community colleges that are empowered to expend public funds.
- For questions regarding End User eligibility please contact our Allsteel Customer Solutions Team at 888-255-7833 or [customersupport@allsteeloffice.com](mailto:customersupport@allsteeloffice.com)

##### Product Information

##### Available Product Categories

- Please refer to the attached Discount Matrix for a list of available product series and the current price list date in effect.
- Under this CMAS contract State agencies cannot purchase systems furniture or any products available through the California Prison Industry (CAL PIA) without a one-time exemption from CAL-PIA.

##### Contract Terms & Conditions

##### Payment

- Net 45 Days

##### Delivery

- All End User orders are FOB Destination, company paid freight to one destination within the state of California within a reasonable time, not to exceed sixty days after receipt of a valid and complete purchase order, or as negotiated between agency and Allsteel and included in the purchase order.
- Charges for delivery are not approved under this contract and will not be accepted on an order. Orders that incorporate a line item charge that has "delivery" referenced will be returned to the dealer; the dealer will be required to correspond directly with the end user to remove these fees from the order.

**Services**

- Quotes to the end user must reflect a separate line item for each service.
- Services shall be quoted following the guidelines listed below:

Service Type	Quote Type	Rate
Assembly/Installation		Not to Exceed \$100.00 per hour; a minimum assembly charge of \$175.00 per project may apply.
Reconfiguration	Hourly	Not to Exceed \$71.00 per Hour
Design	Hourly	Not to Exceed \$65.00 per Hour
Project Management	Hourly	Not to Exceed \$65.00 per hour

**Bid Pricing**

Is this contract eligible for bid pricing? Yes ☒ or No ☐

**Pricing & Discount Information**

**Allsteel Price List:** April 2020 + 1.25% surcharge Effective August 1, 2021 the surcharge will no longer apply. Effective September 27, 2021 pricing will be based off the August 1, 2021 price lists.

**CMAS 4-09-71-0087A Discount Matrix**

Products	List per Order	Discount from List
Concensys and Terrace Systems*	\$1 - \$1,126,126	77.6%
	Over \$1,126,126	Negotiable
Stride Systems*, Stride Desking, Stride Storage, Stride Benching, Involve, Optimize Systems, Approach, Further, Align Metal Storage, Align Laterals, Radii Storage	\$1 - \$1,033,058	75.6%
	Over \$1,033,058	Negotiable
Align Full Wood, Wood Casegoods	\$1 - \$741,840	66.0%
	\$741,841 - \$1,602,564	68.6%
	Over \$1,602,564	Negotiable
Accessories (Ergonomic Tools, Wand Light, Covid Products)	\$1 - \$781,250	67.8%
	Over \$781,250	Negotiable
Storage Towers, Overfiles, Bookcases, Essentials Lateral Files, Vertical Files	\$1 - \$871,080	71.1%
	\$871,081 - \$1,872,659	73.1%
	Over \$1,872,659	Negotiable

Wood Seating	\$1 - \$720,461	65.0%
	Over \$720,461	Negotiable
Gather Collection, Clarity, Co Ho, Parallel, Retreat, Recharge and Rock Seating, Two-Thirds	\$1 - \$645,995	61.0%
	Over \$645,995	Negotiable
Merge, Aware and Structure Tables	\$1 - \$793,651	68.3%
	Over \$793,651	Negotiable
Scout Seating	\$1 - \$776,398	67.6%
	Over \$776,398	Negotiable
Seek Seating	\$1 - \$764,526	67.1%
	Over \$764,526	Negotiable
Relate Seating	\$1 - \$877,193	71.3%
	Over \$877,193	Negotiable
Inspire, Mimeo, Lyric, Quip, Evo and Svelte Seating	\$1 - \$720,461	65.0%
	Over \$720,461	Negotiable
Access and Acuity Seating	\$1 - \$741,840	66.0%
	Over \$741,840	Negotiable
#19 Seating	\$1 - \$788,644	68.1%
	Over \$788,644	Negotiable
Trooper, Tolleson Side, and Nimble Seating	\$1 - \$822,368	69.4%
	Over \$822,368	Negotiable

Open Market Accessories (Link Light)	\$1 - \$1,562,500	67.8%
	Over \$1,562,500	Negotiable
Open Market Concensys Non-Tackable Panels, Open Market Tasklights	\$1 - \$2,252,252	77.6%
	Over \$2,252,252	Negotiable
Open Market Nimble Seating Models	\$1 - \$657,895	49.4%
	Over \$657,895	Negotiable

**\*Please Note:** For universal product (pedestals, overheads, worksurfaces, Universal Metal Screens, systems accessories, and Altitude Tables, except for A8) to receive the same discount as the lead systems product line, the order must be quoted and processed under the specific systems contract code as listed below. If you need assistance or have questions, please contact Allsteel Customer Support or Synergy Support.

**PAGES ABOVE CAN BE SHARED WITH END-USERS  
ALL PAGES BELOW ARE FOR DEALER AND SALES REFERENCE ONLY**

**ALLSTEEL TERMS**

**Servicing Fees**

All size orders 10.0%

**Dealers**

BI by Staples

Cal & Stan Inc dba Cal Bennett's Inc.

Corporate Business Interiors (CBI)

Crawford & Company dba Crawford & I-Tec

Inside Source dba The Inside Source Young Inc.

Jones Campbell dba Campbell Keller

Parron Hall Corporation

Sam Clar Office Furniture

The Inside Source

Westfall Commercial Furniture

For further details regarding new dealer setups, please contact [AllsteelGovContracts@Allsteeloffice.com](mailto:AllsteelGovContracts@Allsteeloffice.com)

**Terms & Conditions**

**Freight/Delivery**

All orders must be delivered and installed within 60 days.

All orders are FOB Destination, company paid freight to one destination within the state of California.

Charges for delivery are not approved under this contract and will not be accepted on an order. Orders that incorporate a line item charge that has "delivery" referenced will be returned to the dealer; the dealer will be required to correspond directly with the End User to remove these fees from the order.

**Cancellation Policy**

Cancellation of an order prior to production may be at no charge. After production, cost incurred may be applicable

**Returns/Restocking**

Return shipments are not accepted unless specifically authorized in advance by Allsteel on a Returned Goods Authorization Form furnished by Allsteel. Merchandise must be returned in the original shipping cartons, with proper inner packing and is subject to inspection upon return before acceptance. All returns must be made within 30 calendar days after authorization is issued. Returns may be subject to a processing fee.

### **Credit Cards**

Credit card orders for End Users shall follow the guidelines listed below:

- Credit cards are accepted from the End User with no additional discount/fee.
- Orders using a credit card shall include the name, signature, and phone number of the cardholder; no verbal orders are accepted at time of order.
- Credit card orders placed directly from the dealer to Allsteel must adhere to Allsteel's dealer credit card policy.

### **Payment (Remit to) Information**

Allsteel, Inc.  
13358 Collections Center Dr.  
Chicago, IL 60693-0133

Electronic payments should be directed with the following bank information:

Depository Financial Institution: Bank of America

Routing Number: 111000012

Account Number: 0037562-76554

Account Name: Allsteel, Inc.

If additional information is needed, please contact credit [asicredit@allsteeloffice.com](mailto:asicredit@allsteeloffice.com)

### **Order Placement**

#### **Compass Codes**

- 9083 ASI CMAS CONCENSYS INVOICE TO END USER
- 0312 ASI CMAS STRIDE INVOICE TO END USER

#### **Order Placement**

Orders issued direct to Allsteel from the end user must adhere to the following rules:

- Orders must be made out to Allsteel c/o Servicing Dealer.
- Orders must include the CMAS member number.
- Orders must reflect the correct contract pricing. Orders with incorrect pricing will be sent back to the dealer who will correspond directly with the end user for appropriate modifications.
- Orders must include the contract number 4-09-71-0087A
- Orders should be submitted to Allsteel Order Management/Customer Support for processing. Orders will be reviewed to ensure contract compliance. Customer Support contact information is:
  - Phone: 888-255-7833
  - Fax: 888-329-3123
  - Email: [customersupport@allsteeloffice.com](mailto:customersupport@allsteeloffice.com)

## ALLSTEEL PROGRAMS

### Marketing Programs Available under Contract:

- DSR Loyalty Program

## ADDITIONAL INFORMATION

### Contact Information

#### Allsteel Customer Support

Phone: 888-255-7833

Email for Support:

[CustomerSupport@Allsteeloffice.com](mailto:CustomerSupport@Allsteeloffice.com)

Email for orders: [ASIORDER@AllsteelOffice.com](mailto:ASIORDER@AllsteelOffice.com)



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Bryan Pitts, Acting Operations Supervisor

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

**SUBJECT:** Approval of Purchase of One (1) 2023 Terex Hi-Ranger XT PRO 56 Tree Truck on a Ford F750 regular Cab base Utilizing Sourcewell Cooperative Purchasing Contract No.10421-TER with Terex Utilities, Inc.

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**RECOMMENDED ACTION**

It is recommended that the City Council adopt a resolution:

1. Approving the purchase of one (1) new 2023 Terex Hi-Ranger XT Pro 56 tree truck on a Ford F750 Regular cab base for an amount not to exceed \$197,334; and
2. Authorizing the City Manager to execute the Sourcewell Cooperative Purchasing Contract No.110421-TER with Terex Utilities, Inc. for the purchase of the equipment.

**FISCAL IMPACT**

Funding for the purchase of this equipment is included in the adopted fiscal year 2021/2022 operating budgets within the Vehicle Replacement and SLLMD Administration Funds.

**DISCUSSION**

The City's inventory of vehicles and equipment is examined annually in conjunction with the budget process to determine which existing units meet replacement criteria and which divisions have new operational needs. Criteria includes, but is not limited to, vehicles that reach or exceed 100,000 miles, vehicles and equipment that require frequent and costly maintenance repairs, and older model vehicles and equipment that lack available parts.

This recommendation replaces a 1988 Ford F700 Tree Trimming Truck that will be sent to auction due to excessive wear, recurring breakdowns, and high maintenance costs. The 2023 Terex Hi-Ranger XT PRO 56 (Ford F750) will be used by Landscape crews to trim and limb up trees throughout the City of Antioch's landscape, open spaces, and utility rights-of-way. Other work crews that will use this equipment are NPDES and Facilities for

work in their respective divisions. This equipment provides for a safer and more efficient use of the City's labor resources.

**Current Vehicle**

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Model</u>
235	1988	Ford	F700

**Replacement**

<u>Year</u>	<u>Make</u>	<u>Model</u>
2023	Terex Hi Ranger	XT Pro 56
2023	Ford	F750

City staff investigated alternative fuel options for this truck. As a result, staff discovered that there is a compressed natural gas (CNG) option. However, after additional research, City staff does not recommend purchasing the CNG model due to increased cost, reduced performance, additional repair, and maintenance accommodations, as well as limited fueling options. The closest fueling station is approximately 16 miles away in Concord.

The Public Works Department Fleet Division solicited a quote for the purchase of one (1) New 2023 Terex Hi-Ranger XT PRO 56 tree truck built on a Ford F750 cab chassis from Terex Utilities, Inc., Sacramento CA, a Sourcewell cooperative purchasing vendor. The City can utilize Sourcewell Cooperative Purchasing agreements for the purchases of goods and services per Antioch Municipal Code section 3-4.12 (C) (1), which allows dispensing with bidding procedures for purchasing goods or services or proposal procedures for professional services. Many public agencies, including neighboring cities and special districts, use certain national cooperative purchasing programs such as Sourcewell to enable them to obtain significant savings while maintaining the principles of fair and open competition in public procurement.

**ATTACHMENTS**

- A. Resolution
- B. Sourcewell Quote

**ATTACHMENT "A"**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING THE PURCHASE OF ONE (1) NEW 2023 TEREX HI-RANGER XT PRO  
56 ON A FORD F750 REGULAR CAB BASE AND AUTHORIZING THE CITY  
MANAGER OR DESIGNEE TO PURCHASE THE EQUIPMENT FROM TEREX  
UTILITIES, INC., UTILIZING SOURCEWELL COOPERATIVE PURCHASING  
CONTRACT NO. 110421-TER IN AN AMOUNT NOT TO EXCEED \$197,334.**

**WHEREAS**, the City of Antioch's Fleet Division annually assesses its inventory of vehicles and equipment based on standard replacement criteria in conjunction with the operational needs of each division;

**WHEREAS**, the City's Fleet Division maintains the City's fleet through timely replacement of vehicles and equipment that are at or beyond their useful life, which is critical in managing costs and liability associated with an aging fleet;

**WHEREAS**, the City of Antioch received a quote from Terex Utilities, Inc., a Sourcewell cooperative purchasing vendor with fair pricing for government agencies; and

**WHEREAS**, by utilizing Sourcewell Cooperative Purchasing Contract No.110421-TER, the City will be guaranteed a significant cost savings while maintaining the principles of fair and open competition in public procurement.

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

1. Approves the purchase of one (1) new 2023 Terex Hi-Ranger XT Pro 56 on a Ford F750 Regular cab base for an amount not to exceed \$197,334; and
2. Authorizes the City Manager or designee to execute the Sourcewell Cooperative Purchasing Contract No.110421-TER with Terex Utilities, Inc. for the purchase of the equipment

\* \* \* \* \*

**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 10<sup>th</sup> day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

## ATTACHMENT "B"



# TEREX®

### CUSTOMER ORDER ACKNOWLEDGEMENT

Terex Utilities, Inc. - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: **2/22/2022** (Revision 1)  
Sourcewell 2022 Pricing 110421-TER  
Quote Number: QU17580 Unit: XTPRO 56  
CITY OF ANTIOCH  
200 H STREET  
ANTIOCH, CA 94509  
(925) 382-5261  
Attention: CARLOS ZEPEDA

Baseline Price: \$197,334

Grand Total Each: \$197,334

#### See Attached Options Page:

Prices are subject to change until shipment. Applicable taxes and surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice. Quote withdrawn after 30 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. Roadside assistance call 1-800-448-7825

Terex purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. Roadside assistance call 1-800-FTL-HELP

#### Notes:

- 1) Delivery Terms are: CPT Destination
- 2) Terms: Net 30 days
- 3) Delivery days from receipt of order shall be 360 +

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Terex Utilities Inc.

Dan Relph

Sales Coordinator

Matthew Mayer

Account Manager

WARNING Cancer and Reproductive Harm  
www.P65Warnings.ca.gov


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

PO Number: \_\_\_\_\_

Quantity: \_\_\_\_\_

Grand Total: \_\_\_\_\_

Date: \_\_\_\_\_

Options			
Date	2/22/22		
Quote(s) #	QU17580		
Customer Name	CITY OF ANTIOCH		
Customer PO #			
No.	Description	Selling Price	Options:
1	NOTE: The 25,999-Lbs GVWR (Non-CDL) Ford F750 4x4 Conversion Chassis is not feasible with the Aerial Unit and Body Configuration as quoted, due to the Estimated Completed Weights exceeding the Chassis Weight Ratings.	Not Available	<input type="checkbox"/> Add Option
2	Extended Warranty Travel - One Year: * First 90-Days are included; this extends Warranty Travel to the remaining 275-Days -- and applies to the customers location and/or immediate service area only.	\$930	<input type="checkbox"/> Add Option
3	2-Year Extended Warranty with Travel: * Two (2) Year Aerial Device Warranty in lieu of Standard One (1) Year Warranty for -- Terex South Dakota, Inc. installed unit. * First 90-Days Travel are included; this extends Warranty Travel to 2-years and -- applies to the customers location and/or immediate service area only.	\$2,680	<input type="checkbox"/> Add Option
4	3-Year Extended Warranty with Travel: * Three (3) Year Aerial Device Warranty in lieu of Standard One (1) Year Warranty for -- Terex South Dakota, Inc. installed unit. * First 90-Days Travel are included; this extends Warranty Travel to 3-years and -- applies to the customers location and/or immediate service area only.	\$4,535	<input type="checkbox"/> Add Option
5	Operator In-Service Training. One-Day for up to 20 seats.	\$3,500	<input type="checkbox"/> Add Option
6		\$0	<input type="checkbox"/> Add Option
7		\$0	<input type="checkbox"/> Add Option
8		\$0	<input type="checkbox"/> Add Option
9		\$0	<input type="checkbox"/> Add Option
10		\$0	<input type="checkbox"/> Add Option
11		\$0	<input type="checkbox"/> Add Option
12		\$0	<input type="checkbox"/> Add Option
13		\$0	<input type="checkbox"/> Add Option
		Total:	

**TERMS AND CONDITIONS OF SALE**  
**TEREX SOUTH DAKOTA, INC./TEREX UTILITIES, INC.**  
**U.S. and CANADA (except Quebec)**

**1. Terms and Conditions.** The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

**2. Terms of Payments.** Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

**3. Taxes and Duties.** Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

**4. Title, Property, Risk and Delivery.** Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond

Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

**5. Delays Caused By Buyer.** In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

**6. Cancellation.** Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

**7. Inspection and Acceptance.** Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

**8. Warranty for New Products.** Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals ; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This

warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

**9. Warranty for Used Equipment.** Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

**10. Remedies for Breach.** IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

**11. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INDIRECT, INCIDENTAL, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. **Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.**

**12. Limitation of Actions.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

**13. Specification Changes.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

**14. Trade-in Offers.** Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

**15. Insurance.** Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

**16. Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products



of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

**17. Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

**18. Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives, successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

**19. Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

**20. Force Majeure.** Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

**21. Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

**22. Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall

comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

**23. Construction and Severability.** These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**24. Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

**25. No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

**26. No Set-off.** Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

**27. Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: \_\_\_\_\_



## LIMITED PRODUCT WARRANTY

TEREX Utilities, Inc. and TEREX South Dakota, Inc. (each a "Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

### **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.**

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

**Parts Warranty:** Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

**NO TRANSFERABILITY OF WARRANTY:** This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

### **ITEMS NOT COVERED BY WARRANTY**

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.
2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

**IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



Terex Utilities, Inc.  
3140 15<sup>th</sup> Ave SE, Watertown, SD 57201  
Phone: 605-882-4000 Fax: 605-882-1842

02/16/2022

Quote Number: QU17580-07

**CITY OF ANTIOCH**  
200 H STREET  
ANTIOCH, CA 94509  
Attention: CARLOS ZEPEDA

Phone: (925)382-5261

**Qty. Description**

**UNIT**

- 1 One (1) new Terex Hi-Ranger XT PRO 56 insulated overcenter aerial device providing a working height of 61.0 ft (18.6 m) and a side reach of 41.5 ft (12.6 m) non-overcenter and 45.6 ft (13.9 m) overcenter.

**Design Criteria:**

- \* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

**Boom Tip:**

Upper Controls: "Control-Plus" single stick controller.

Maintenance free chain.

**Manual Platform Tilt Release:**

- \* Tilts perpendicular to the boom.
- \* Allows the platform to be horizontally tilted for rescue or clean out.

**Dual Hydraulic Tool Outlets At Platform:**

- \* Dual hydraulic tool outlets at platform to accommodate two (2) open center hydraulic tools.
- \* Tools cannot operate simultaneously.
- \* Includes relief to limit pressure to 2250 PSI.
- \* Flow is adjustable.

**Lower Boom:**

- \* Filament wound high strength fiberglass insert providing an insulation gap.
- \* The lower boom is supported when stored by a boom rest.

**Upper Boom:**

- \* Filament wound tapered fiberglass boom providing a clear span insulation gap.

**Continuous & Unrestricted Rotation:**

- \* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.
- \* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.
- \* A 4-channel electric collector ring is provided.

**Lower Controls:**

**Qty. Description**

- \* Individual control levers are provided and located in an accessible location on the turntable.

- \* An upper/lower control selector provides override of platform controls.

Outrigger Interlock:

- \* To operate the boom the outriggers must be extended.

Pedestal:

- \* The pedestal is designed with access for maintenance of hydraulic plumbing.

Rotation Bearing:

- \* The rotation bearing is a heavy duty "shear-ball" bearing with external gear teeth utilizing polished alloy steel balls.

- \* Both the inner and outer races are machined from high-strength alloy steel and are heat treated to provide maximum life.

- \* High-strength, grade 8 bolts attach the inner and outer races to the pedestal and turntable.

ANSI Rating:

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2015

Hydraulic System:

- \* Full pressure, open center hydraulic system.

- \* A external 33 gallon hydraulic oil reservoir is provided with a 60 mesh filter screen, baffles, 100 mesh suction screen with bypass, clean-out access hole, dipstick and shut off valve.

- \* A 10 micron return line filter located in oil reservoir.

- \* An in-line relief is also provided.

- \* Hydraulic hoses are equipped with swaged hose fittings.

Miscellaneous:

- \* All metallic components of the complete aerial device are powder coat white.

- \* The fiberglass upper boom, lower boom insert, and platforms are white.

- \* Two complete manuals providing operation and maintenance procedures, and a replacement parts listing.

- \* Warning decals are provided with unit.

**1 Pedestal and Outriggers Assembly, Split Mount.**

- \* For behind the cab mount units.

- \* Booms not installed on the pedestal/outriggers prior to shipping.

- \* One set of (9283) outriggers welded and assembled to pedestal.

- \* Outrigger controls and Chip box dump control located on side of pedestal.

- \* Outrigger moving alarm, outrigger and chip box harness and switches shipped loose

**1 Platform 24" x 24" x 40":**

- \* One curbside mounted fiberglass platform with a rated capacity of 400 lbs.

- \* Includes one (1) outside access step with slip-resistant surface.

**1 A safety harness with lanyard is provided for fall arrest.**

**1 A padded saddle rest provides platform support during road travel.**

**Qty. Description**

- 1 Insulated Platform Liner For 24" x 24" x 40" Platform:  
\* Tested at 50 KV AC.
- 1 Vinyl Platform And Control Cover For 24" x 24" Platform:  
\* Waterproof with internal elastic cord around edge and external elastic cord around control cover.
- 1 Tie down kit.
- 1 Engine Two Speed Throttle Control and Auxiliary Let Down:  
\* A two-speed engine throttle control is provided at the upper controls.  
\* The chassis engine will advance to a pre-set speed when engaged and decrease to idle when disengaged.

Engine Stop/Start controlled at platform and lower controls.

Auxiliary Let Down for use with Open Center Hydraulics:

\* Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

\*Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

- 1 Terex Advanced Chassis Controller:  
\* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.  
\* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.  
\* Programmable settings allow installer to customize/select options need for their application.  
\* Back-up Camera ready.  
\* Screw terminal-type connections and enclosure to cover connections.  
\* Recommended on Class 6 and above chassis with multiple outputs  
\* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.
- 1 A positive lanyard attachment that provides audio and visual warnings to an operator when controls are engaged and lanyard has not been attached to the lanyard anchor.
- 1 Pump: Fixed Gear and bi-directional  
\* 8 GPM at 2750 PSI at 1200 RPM
- 1 American flag displayed on unit.
- 1 Factory Warranty  
  
\*\* ALTERED FROM STANDARD \*\*
- 1 .

BODY, INSTALLATION

\*\* BODY INFORMATION \*\*

- 1 Forestry Body and Saddle Pack Package:

**Qty. Description**

\* As per the attached Body Specifications.

**\*\* BODY INFORMATION \*\***

- 1 Installation of Chipper Body Package:
  - \* Hydraulic Plumbing.
  - \* Wiring Electrical and Lighting Package.
- 1 Install Aerial Device Behind Cab And Install All Associated Components:
  - \* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.
- 1 Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.
- 1 Platform rest, bottom base
- 1 Power take off with indicator light for automatic transmission.
- 1 DOT Inspection.
- 1 Set chassis parameters.
- 1 Back-up alarm to sound when the vehicle is shifted into reverse.
- 2 Laminated wood outrigger pad 24" x 24" x 2-1/4" with rope handle.
  - \* Includes outrigger pad storage.
- 2 Pendulum style retainer.
- 2 Rubber wheel chocks with eye bolt.
- 2 Wheel chock bracket, single for mounting under the body.
- 2 Pendulum style retainer.
- 1 Grab handles as necessary for 3-point contact.
- 1 Rigid stirrup step mounted on side access for ground to body access.
- 1 Access steps to platform from top of body or flatbed floor.
- 2 Mud flap with logo 30" tall.
  - Note: Trim As-Required.
- 1 A mounting kit for under 45" flatbed frame height for a pair of mud flaps.
- 1 Bracket for storing grounding cable.
- 1 2/0 Black Electrical Cable used for grounding per ASTM F855-04:

**Qty. Description**

\* 50' of multi-strand flexible copper cable, three grounding lugs, two ferrules and grounding clamp.

\* Three point grounding system for grounding vehicle during work operations.

\* Cable must be fully removed from bracket before use.

NOTE! Purchaser to verify this meets their company's requirements for fault current.

1 Grounding Loop Kit:

\* Consists of (2) grounding copper rings located one at front and one at rear.

1 Tree trimmer cab guard constructed of tubing and heavy duty expanded metal, painted black. Includes curb side access steps to top of cab guard

1 Channel bumper and skirt required for mounting a cab guard.

1 Wire Chipper Body Vendor Supplied DOT Lighting Package:

1 Lighted license plate bracket kit with LED light.

2 Amber strobe light (LED) with 4" tall & 6" dia. lens, and branch guard.

2 Cab guard strobe mounting.

1 Glad Hand Kit

\*Requires tractor protection valve and air lines to the rear.

1 Tekonsha Voyager electric brake control.

1 BH82516 Combination Pintle Hook And 2 5/16" Ball:

\* Safety chain eyes.

"Pintle hook brackets and attachment methods are designed to meet the associated pintle hook ratings. They are not designed for recovery purposes. If recovery attachments are required, please order the appropriate tow eyes."

1 ICC rear bumper.

1 6-prong trailer socket.

1 Heat shields, as required to protect hydraulic system from exhaust.

1 Oil tank mounting for external reservoirs.

45 Fill with Hydraulic oil for general purpose use.

\* Refer to the product maintenance manual for specific type to be used.

1 Safety Kit consists of the following:

\* 5-lb ABC fire extinguisher with bracket.

\* James King triangle reflector kit.

1 Rear view vision square light camera & 7" monitor system.



**Qty. Description**

1 Paint body floor with non-skid paint.

1 Paint cab guard one color.

\* Note: specify color

**CHASSIS**

**\*\* CHASSIS INFORMATION \*\***

1 Ford F750 4x2 Regular Cab Chassis:

\* Gasoline Engine.

\* As per the attached \*\*\*Quoted Chassis Specifications\*\*\*.

**SPECIAL CHARGES**

1 Delivery to Customer.

6 CALIFORNIA TIRE FEE

OPTIONS:

ADD

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included:  
Back-up Alarm \$150.00; Strobe Light \$525.00; Wheel Chocks \$110.00;  
Outrigger Pads \$200.00 to \$650.00 (based on pad size & type); Truck Grounding Cable \$550.00;  
Barricade Kit \$895.00; Hydraulic Over Load Protection (derrick only, price will vary  
based on final option selection); Boom / Boom Stow Interlock \$700.00; Engine Stop / Start  
\$200.00 to \$795.00 (based on unit model); Auxiliary Let Down \$1500.00; and Platform  
Liner \$380.00 to \$625.00 (based on platform size).
3. Terex Utilities, Inc. strongly recommends all installation accessories be located up front in  
front in the quote or secondarily on the approved engineering drawing. Any accessories located  
or relocated during manufacturing may be subject to additional charges.
4. Terex Utilities, Inc. - Offers In-service Training.
5. Terex Utilities, Inc. - Assembly in Watertown, South Dakota is ISO 9001:2000 Certified.



The Knapheide Manufacturing Company  
1848 Westphalia Strasse | PO Box 7140  
Quincy, IL 62305-7140  
www.knapheide.com

## QUOTATION

Quote Number: C0406-22

For questions, please contact: Josh Herzog  
jherzog@knapheide.com  
(217) 592-5425

### Customer Information:

Customer: Terex South Dakota  
Customer Number: 22806

End Customer: Antioch City Of CA  
Contact: Steven Fedt

Qu17580  
Xtpro56

### Quote Information:

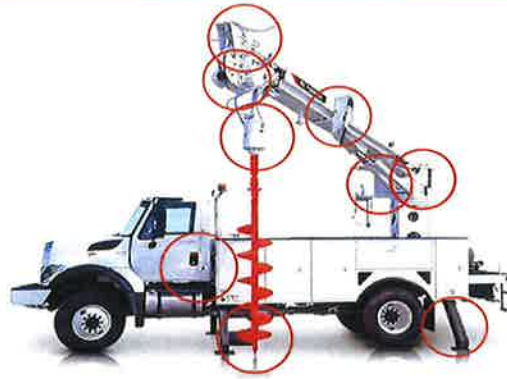
Quote Date: 01/21/2022

Quote Expiration: 04/21/2022 Quoted Qty: 1

Quote Terms: 1% 10 NET 30  
(Subject to Credit Approval)

### Base Quote Information:

Qty	Ins	Item Description	Notes/Specifications
1	N	Forestry Body 11'Straight	Painted Knap white with coal tar interior coating.
1	N	KFB Light Kit STT/BU/STRB	
1	N	Hoist KH-1512SF-AE	
1	N	Saddle Pack KP-964850	48"L x 50"H x 96"W with one compartment per side. -Overlapping doors on both sides of pack. -Stainless steel continuous hinges. -NXG 3pt t-handle latches on all doors. -Exterior painted Knap white
1	Y	Addtnl Strobe Light Holes	Two per side in upper corners at rear, two total in upper corners at front.
4	N	Light strobe LED amber 4"	Six total
1	Y	KFB 30"H Tailgate ILO	standard 24" High



## Fleet Maintenance and Inspection Agreements

Contact us **NOW** for pricing! 1-210-476-7768

- We cater to your needs through pay-as-you-go, customized service agreements.
- We can cover your entire fleet, for all manufacturers!
- Our inspections provide a trusted and certified review of your unit.
- Maintain your Terex Limited Lifetime Structural Warranty eligibility by utilizing Terex Services for your maintenance needs!

Annual Inspection	Basic	Silver	Gold	Platinum
(4 Options)	✓	✓	✓	✓
+ Dielectric Test		✓	✓	✓
+ Lubrication & Filters			✓	✓
+ Rotation Bolt Torque Checks*				✓

**We come to you!**



180-Day Inspection	Basic	Silver	Gold
(3 Options)	✓	✓	✓
+ Lubrication & Filters		✓	✓
+ Rotation Bolt Torque Checks*			✓

**Or you can come to us!**



90-Day Inspection	Basic	Silver
(2 Options)	✓	✓
+ Lubrication & Filters*		✓

**Get preferential travel rates by including your entire fleet!**

•• Be sure to select your preferred inspection level to be quoted.

# TEREX SERVICE CENTERS KEEP YOUR EQUIPMENT WORKING



# Preventive Maintenance and Inspection Program

XTPRO56 ▾ XT PRO Series Overcenter Articulating Aerial Device



5 ▾ = number of years of preventive maintenance service in the quote  
1 ▾ = quantity of units to include in the quote

☒ Include field service travel time (otherwise units will be serviced at a branch)

Please indicate customer location: West of Colorado Mountains ▾

☐ Include leveling chain replacement at 5 years

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

## Preventive Maintenance Packages, Single Unit

### Basic

- Yearly visual inspection and operational test of all critical components.\*

\* NOTE- Basic package by itself does not qualify as the required annual inspection under the Terex Limited Product Warranty

### Silver

- Yearly visual inspection and operational test of all critical components.

- Annual preventive maintenance as defined in maintenance manual, including the following:  
- Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test  
- Replacement hydraulic oil filters and lubricant  
- Qualifies as the required annual inspection under the Terex Limited Product Warranty

### Gold

- Yearly visual inspection and operational test of all critical components.

- Annual preventive maintenance as defined in maintenance manual, including the following:  
- Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test  
- Replacement hydraulic oil filters and lubricant  
- Qualifies as the required annual inspection under the Terex Limited Product Warranty

- 180 day inspection and preventive maintenance  
- Replacement hydraulic oil filters and lubricant

### Platinum

- Yearly visual inspection and operational test of all critical components.

- Annual preventive maintenance as defined in maintenance manual, including the following:  
- Torque checking of rotation bolts, drift test, lubrication, hydraulic oil test, dielectric test  
- Replacement hydraulic oil filters and lubricant  
- Qualifies as the required annual inspection under the Terex Limited Product Warranty

- 180 day inspection and preventive maintenance  
- Replacement hydraulic oil filters and lubricant

- 5 years preventive maintenance  
- Removal and inspection of leveling chains and insulator rods\*\*

\*\* Not required for XT PROs, OPTIMAS, units equipped with Extended Life leveling chains, or units not equipped with leveling chains.

### Custom

Package includes:  
See custom package configurator

Standard service price: \$5,100  
Your package price: \$4,416

You save: \$684

Standard service price: \$6,851  
Your package price: \$5,932

You save: \$919

Standard service price: \$11,951  
Your package price: \$10,348

You save: \$1,603

Standard service price: \$11,951  
Your package price: \$10,348

You save: \$1,603

Standard service price: \$11,951  
Your package price: \$10,348

You save: \$1,603

Select your package: ☐ Basic (customer declines, among others, torque check of critical fasteners)  
☐ Silver ☐ Gold ☐ Platinum ☐ Custom

Customer confirms selection of the maintenance package indicated for the price and duration specified. Customer accepts and agrees to the attached Terex Terms and Conditions of Sale, which govern this transaction. In the event of early cancellation of this Agreement, Customer agrees that Terex shall be entitled to retain as liquidated damages, and not as a penalty, any fees paid in advance, which the parties agree reasonably approximate Terex's actual damages.

Customer signature: \_\_\_\_\_

## Preventive Maintenance and Inspection Program

### Custom Package Configurator

Product Code: XTPRO56 ▼ XT PRO Series Overcenter Articulating Aerial Device



5 ▼ = number of years of service

1 ▼ = quantity of units to include in the quote

#### Include the following periodic Preventive Maintenance:

- ☐ 90 Days (360 Hours)
- ☒ 180 Days (720 Hours)
- ☐ 270 Days (1,080 Hours)
- ☒ 12 Months (1,050 Hours)
- ☒ Dielectric Test (Yearly)
- ☐ 5 Years (5,250 Hours) ☐ Include leveling chain replacement at 5 years

NOTE: The selected unit does not require leveling chain inspection nor replacement at 5 years

#### ☒ Include field service travel time

Please indicate customer location:

West of Colorado Mountains ▼

#### Custom

Standard service price:

\$11,951

Your package price:

\$10,348

You save:

\$1,603

## PREVENTIVE MAINTENANCE AND INSPECTION PROGRAM

### A SCOPE OF SERVICES

- 1 For each Terex Utilities equipment unit specified in section C below, Service Provider will provide, annually, for the Basic Package: Visual inspections and operational tests; for the Silver Package: Annual preventive maintenance, dielectric test, lubricant and hydraulic filter; for the Gold Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test; for the Platinum Package: 90-Day preventive maintenance (except for XT PRO), 180-Day preventive maintenance, 270-Day preventive maintenance (except for XT PRO), Annual preventive maintenance, dielectric test, 5 years preventive maintenance ; for the Custom Package: 180-Day preventive maintenance, Annual preventive maintenance, dielectric test, lubricant and hydraulic filter, ; services will be provided for 5 years, provided this Agreement has not expired or been terminated. Such Maintenance will be consistent with the applicable service manual for each Equipment unit. The commencement date for such Maintenance for the Equipment will be the on the equipment delivery date. Service Provider will have no obligation to perform Maintenance on any Equipment after termination or expiration of this Agreement.
- 2 The Maintenance will be conducted at the Designated Service Location specified in section C below. Maintenance outside such location will be performed at an additional fee to be agreed by the parties in advance. Customer shall provide a safe work area for the Maintenance, with electric power, water, waste disposal, and access provisions. Vehicle must be provided free and clear of debris to allow technician safe access to the equipment controls and pedestal area. Service Provider will provide periodic reports to Customer of the Maintenance that has been performed.
- 3 Maintenance and Inspection of the Equipment will be scheduled by Customer at least five (5) business days in advance. The parties will cooperate to ensure advance notice is provided to Service Provider of any additional service that may be requested.
- 4 In the event an Equipment unit does not meet the Inspection criteria because of needed repairs ("Repairs"), Service Provider will provide an estimated cost for such Repairs. Repairs will be performed upon Customer's approval and issuance of a purchase order. The Repairs must be performed prior to Service Provider acknowledging that the Inspection is completed.
- 5 Maintenance, Inspections, and Repairs will be performed by Service Provider on the Equipment within the hours of 7:00 a.m. to 5:00 p.m. on normal business days (excluding weekends and public holidays). In the event Customer schedules Maintenance, Inspections, and/or Repairs outside of such hours, or on weekends or public holidays, the following additional fees will be charged: \$130.00 an hour, or for prorated portions of an hour depending on the time of completion. Fees will be billed from the time the Service Provider reaches the jobsite.
- 6 In the event Customer proposes changes to the Scope of Services stated herein, Service Provider reserves the right to renegotiate the fee agreed between the parties.

### B FEE SCHEDULE

For the Basic Package: \$4,416; for the Silver Package: \$5,932; for the Gold Package: \$10,348; for the Platinum Package: \$10,348; for the Custom Package: \$10,348; for 5 years of service, with payment by Customer to Service Provider due upon signing of this Agreement.

### C LIST OF EQUIPMENT UNITS TO BE INSPECTED AND MAINTAINED

The following equipment, listed by Serial Number and Model, is included under this Agreement:

Equipment Model: XTPRO56

Equipment Serial Number(s):

This document will be supplemented with serial numbers for the units once they are available

Designated Service Location:

CUSTOMER'S ADDRESS

**("Seller")**

## **TERMS AND CONDITIONS OF SALE**

**1. Terms and Conditions.** The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") and field labor, reconditioning, repair, maintenance and inspection services (collectively referred to herein as "Services") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products or Services by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products or Services to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

**2. Terms of Payments.** Payment for Products or Services purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products or Services to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller may charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Seller shall be entitled to an equitable adjustment in the price of Products or Services in order to account for increases in the cost to Seller of labor or materials, or in the event of unanticipated or unforeseen circumstances.

**3. Taxes and Duties.** Unless otherwise specified, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of any Products or Services. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of any Products or Services from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. DOLLARS unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of any Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

**4. Title, Risk, Transportation and Delivery.** Unless otherwise stated in writing, all prices and delivery are FCA, Seller's Premises (Incoterms 2010). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2010. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. In the event delay in shipment of Products is caused by Buyer's failure to furnish necessary information with respect to data and details for Buyer's specifications, Seller, may, in its sole discretion, extend the date of shipment for a reasonable time. In the event delay in shipment is caused by Buyer or at Buyer's request, and there are Products that are not shipped within ten (10) days from the first date they are ready to be shipped, Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. All payments shall be made in accordance with the terms of the applicable invoice. In addition, storage charges due to delay in furnishing delivery instructions, arranging and establishing a method of payment satisfactory to Seller, or submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, will be for the account of Buyer. **SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE OR FOR ANY OTHER INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OR LOSSES DUE TO DELAY IN SCHEDULED DELIVERY.** Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.



**5. Cancellation.** Prior to delivery to place of shipment, a Products order may be cancelled only with Seller's prior written consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Products or Services order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall make reimbursement to Seller, as follows: (i) any and all work that can be completed within (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

**6. Inspection and Acceptance.** Buyer agrees that it shall inspect the Products or Services immediately after receipt of Products or completion of Services and promptly notify Seller in writing of any non-conformity or defect within 10 days after the Products are put into service or the Services are completed, but not more than thirty (30) days after delivery or completion. Buyer further agrees that confirmation that the Products or Services comply with the order, its commercial use of the Products or its failure to give prompt notice of non-conformity or defect shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. Acceptance shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind.

**7. Warranty for Products and Services.**

**(a) For Equipment:**

Seller warrants its new Equipment manufactured and sold worldwide to be free, under normal use and service, from defects in material or workmanship for the time period designated in the warranty applicable to the particular type, make and model of Equipment or, in the event no specific warranty exists for such Equipment, for a period of twelve (12) months from the date of delivery.

**(b) For Parts:**

(i) Seller warrants that Parts supplied by Seller will be free, under normal use and service, from defects in material or workmanship for a period of twelve (12) months from the date of delivery, where Seller is the OEM of such Parts;

(ii) Seller warrants that that Parts supplied in connection with a warranty repair on Equipment sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts, but if there is no OEM warranty on such Parts, then such warranty period shall terminate upon the expiration of the warranty for the Equipment originally sold by Seller; and

(iii) Seller warrants that Parts supplied in connection with Services performed by Seller on equipment not originally sold by Seller will be free, under normal use and service, from defects in material or workmanship for a period of time equal to the OEM warranty provided by the manufacturer of such Parts.

**(c) For Services:**

(i) Seller warrants that its field and shop labor services will be free from defects in workmanship for a period of ninety (90) days from the date of completion of such services;

(ii) Seller warrants that its labor supplied in connection with its reconditioning services on mobile equipment will be free from defects in workmanship for a period of six (6) months from the date of completion of such services; and

(iii) Seller provides no warranty, express or implied, on its inspection services.

The foregoing warranties shall only be valid if Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment or Parts, or any equipment subject to any Service, has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees. If requested by Seller, Buyer must return the defective Equipment or Parts to Seller's facility for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then the foregoing warranties shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of the foregoing warranties and any assistance rendered thereafter shall not extend or revive it. Equipment, accessories, assemblies, components and Parts which are not manufactured by Seller are subject to the warranty of their respective manufacturers. The foregoing warranties shall be void in the event Buyer has carried out modifications or reconditioning work on the Equipment or Parts without the prior written consent of Seller. The foregoing warranties shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by the foregoing warranties and are the sole maintenance responsibility of Buyer. The foregoing warranties are limited to the first retail purchaser and are not assignable or otherwise transferable without the written agreement of Seller. **THE FOREGOING WARRANTIES ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTIES CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Equipment, Parts or Services. The foregoing warranties shall not apply to any Equipment or Parts or any part thereof purchased from Seller, or any equipment which was the subject of any Service performed by Seller, which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive the foregoing limited warranties without the prior written consent of Seller.

**8. Remedies for Breach.** IN THE EVENT OF ANY BREACH OF WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE PRODUCT OR THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICES COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective Equipment or Parts, or the re-performance of any defective Services covered by the Seller's warranties in Section 7 extend the length of such warranties beyond the applicable periods specified in Section 7 above.

**9. Limitation of Liability.** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, SELLER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR, AND SPECIFICALLY DISCLAIM, ANY LIABILITY FOR ANY: (A) LOST PROFITS AND/OR BUSINESS INTERRUPTION (WHETHER DIRECT OR INDIRECT); AND (B) INCIDENTAL, INDIRECT, CONSEQUENTIAL (WHETHER DIRECT OR INDIRECT) OR OTHER DAMAGES OR LOSSES OF ANY KIND, including without limitation, labor costs, loss of use, equipment rental, third party repairs, investigation costs, personal injury, emotional or mental distress, penalties, loss of service of personnel, or failure of Products to comply with any applicable laws; whether or not arising from breach of contract, warranty, negligence, product liability or otherwise. Notwithstanding anything contained herein to the contrary, in no event shall Seller's liability exceed the total order value.

**10. Limitation of Actions.** Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

**11. Specification Changes.** In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Products, perform any additional Services, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer. In no event shall any changes in specifications be made or accepted thirty (30) days prior to launch date or thereafter.

**12. Security Interest.** Buyer grants Seller a security interest in the Products purchased and the proceeds thereof. The security interest shall continue until payment in full of the purchase price and payment and performance by Buyer of all of its other obligations hereunder. Seller is entitled to all remedies of a secured party after default under the Ohio Uniform Commercial Code or other applicable law, including but not limited to the applicable Personal Property Security Act in Canada, in addition to all other rights provided by contract and by operation of law. Buyer agrees to pay to Seller, in addition to the interest on overdue sums due, reasonable attorney fees, court costs and other expenses of Seller incurred in enforcing Seller's rights. The Products purchased shall remain personal property and shall not become or be deemed a fixture or a part of any real estate on which it may be located. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Products including, but not limited to, financing statements, chattel mortgages, deeds of trust, deeds to secure debt, mortgages or other security instruments.

**13. Insurance.** Until the purchase price of any Product is paid in full or the Service is completed, the Buyer shall provide and maintain insurance equal to the total value of any such Product delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, by adding Seller as additional insured with waiver of subrogation, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

**14. Return of Products.** Products may be returned only with Seller's prior written consent and upon the following conditions: (i) such Products must be new, unused and undamaged (and not obsolete), in good working order and in first class marketable condition; (ii) such Products must have been originally purchased by Buyer from Seller within the previous twelve (12) month period; and (iii) such Products shall be returned in the same condition as that in which they were sold by Seller to Buyer, and in the original packaging. Notwithstanding the foregoing, wire rope, cut chain, electrical components, special orders of Products or any Products which are altered or manufactured pursuant to Buyer's requirements and specifications are not returnable. The price for the repurchase of such Products shall be the invoice price previously received by Seller from Buyer for the Products in question, net of freight and taxes, and less a restocking fee to be determined by Seller at the time of the return.

**15. Patents, Copyrights, Trademarks, Confidentiality.** No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products or the provision of Services. Buyer shall not identify as genuine products of Seller Products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon written prior approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

**16. Default and Seller's Remedies.** In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at the Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Ohio Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

**17. Indemnification by Buyer.** Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with any act, omission, negligence or willful misconduct of Buyer, its directors, officers, employees, agents, representatives, successors or assigns with respect to its purchase, use, operation, maintenance or installation of any Services or any Parts or Equipment furnished hereunder, or any breach by Buyer of these Terms and Conditions of Sale. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights under this paragraph or this agreement. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

**18. Installation.** Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Product when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

**19. On-Site Services.** In the event that Seller is providing Services at Buyer's worksite (or at a location designated by Buyer), Buyer shall provide Seller free and clear access and an adequate power supply in order to perform the Services. Buyer shall maintain safe working conditions at the worksite, including, without limitation, implementing appropriate procedures regarding hazardous materials and energization and de-energization of power systems, Buyer shall immediately remedy any unsafe working condition at the worksite. Seller shall be entitled to suspend or terminate the Services in the event it determines that the worksite is unsafe. Seller shall have no responsibility or liability for any pre-existing condition of the worksite including, without limitation, violations of safety rules, building codes, zoning ordinances or other laws or regulations ("Regulations"). In the event that any unsafe working condition or failure of the worksite to comply with a Regulation results in an increase in the Seller's cost of, or the time required for, performance of the Services, Seller may make an equitable adjustment in price and schedule. Buyer authorizes Seller to perform the disassembly and inspection of any equipment necessary to provide the Services, including provision of all necessary Parts and labor, and agrees that Seller is not responsible for any damage or loss due to causes beyond Seller's control. Unless expressly agreed in writing, Services do not include architectural/engineering services or structural changes to Buyer's premises.

**20. Additional Terms of Equipment Services.** In the event Seller performs Services on Equipment for Buyer, Buyer hereby authorizes Seller to inspect and disassemble the Equipment provided, and authorizes Seller to perform the Services indicated in the applicable estimate, quote or work order (including provision of all necessary parts and labor). Buyer agrees that Seller is not responsible for: (i) damage or loss to the Equipment, or loss of personal property, caused by fire, theft, or causes beyond Seller's control, or (ii) delays in completion of Services caused by unavailability of parts or other causes. Buyer authorizes Seller and its employees to operate the Equipment on streets, highways or elsewhere for the purpose of testing and/or inspection. Buyer will be subject to a storage fee of \$20 per day for any Equipment left on Seller's premises more than fifteen (15) days after completion of the Services. Buyer grants Seller a security interest and lien in the Equipment and any parts supplied until payment in full of any amounts owed by Buyer to Seller. Seller is entitled to all remedies of a secured party after default under the Uniform Commercial Code in addition to all other rights provided under law or equity. Buyer agrees to pay to Seller, in addition to interest at the rate of 18% annually on overdue sums (or the maximum rate permitted by law), reasonable attorney fees, court costs and other expenses incurred by Seller in enforcing Seller's rights. Buyer agrees to execute any instrument or document considered necessary by Seller to perfect its security interest in the Equipment. In the event Buyer fails to retrieve the Equipment within ninety (90) days after completion of the Services, Buyer grants Seller a power of attorney to sell, or otherwise dispose of, such Equipment and to convey title to a purchaser of such Equipment, and to apply any sale proceeds against any amount owed by Buyer to Seller. In the event of default by Buyer, all unpaid sums owed to Seller shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer.

**21. Force Majeure.** The Seller shall not be liable to the Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Products or Services if the delay or failure was due to any cause beyond the reasonable control of the Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

**22. Anti-Corruption; Export Controls; No Boycotts.** Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

**23. Telematics.** If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes. In addition to the foregoing, Buyer consents to Seller's collection, management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall gain any prior explicit consent from its customers and/or any third party, as required by applicable laws, enabling Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices, including without limitations any applicable data protection laws.

**24. Construction and Severability.** This agreement constitutes the entire agreement between the parties regarding the subject matter hereto and shall be construed and enforced in accordance with the laws of the State of Ohio. Seller shall not be bound by any agent's, employees or any other representation, promise or inducement not set forth herein. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**25. Jurisdiction.** The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any of the provisions of this sales order agreement shall be in the United States District Court, Northern District of Ohio or, if federal jurisdiction is lacking in such legal action, in the state courts in Cleveland, Ohio.

**26. No Assignment.** No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

**27. Miscellaneous.** Buyer represents that: (i) it is solvent and has the financial ability to pay for the Products or Services; and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

**Prepared for: Dan Relph, Terex**  
Office: 605-956-2862  
Email: daniel.relp@terex.com

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315

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### Client Proposal

Prepared by:  
Mike Johnson  
Office: 605-886-5844  
Email: mike@watertownfordchrysler.com  
Quote ID: QU17580G  
Date: 02/11/2022



Watertown Ford | 1600 9th Avenue SE, Watertown, South Dakota, 572015305  
Office: 605-886-5844 | Fax: 605-886-5909

**Prepared for: Dan Relph**

Terex

Prepared by: Mike Johnson

02/11/2022

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

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Prepared for: Dan Relph

Terex

Prepared by: Mike Johnson

02/11/2022

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305



## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Selected Equip & Specs

### Dimensions

\* **Exterior length: 308.0"** \* **Cab to axle: 120.0"** • Exterior width: 96.7" • Exterior height: 92.9" \* **Wheelbase: 194.0"** • Front track: 83.8" • Rear track: 72.6" • Rear tire outside width: 96.0" • Front legroom: 41.4" • Front headroom: 40.7" • Front hiproom: 67.6" • Front shoulder room: 68.0"

### Powertrain

• 335hp 7.3L OHV 16 valve V-8 engine with variable valve control, SMPI • Recommended fuel : regular unleaded • federal • TorqShift-G 6 speed automatic transmission with overdrive • Rear-wheel drive • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • 50.0 gal. rectangular Left front fuel tank \* **Transmission PTO provision** • Standard rear differential • Right mounted horizontal muffler • Right mounted horizontal tailpipe

### Suspension/Handling

• Front non-independent leaf spring suspension • Rear rigid axle leaf spring suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 22.5 x 8.25 wheels • 11.0R22.5 AS front and rear tires • Dual rear wheels • Rubber auxiliary rear springs

### Body Exterior

• 2 doors \* **Driver and passenger power remote heated, power folding door mirrors with turn signal indicator** \* **Turn signal indicator in mirrors** • Black door mirrors • Black bumpers • Side steps \* **Trailer harness** • Clearcoat paint • Straight front bumper ends • Hood mounted grille • Front and rear 22.5 x 8.25 white steel wheels with 10 wheel studs • 2 front tow hook(s)

### Convenience

• Manual air conditioning • Cruise control with steering wheel controls \* **Power front windows** \* **Driver and passenger 1-touch up** \* **Driver and passenger 1-touch down** \* **Power door locks** • Manual tilt steering wheel • Manual telescopic steering wheel • Wireless phone connectivity • Front cupholders • Passenger visor mirror • Dual electric horn • Automatic gearshift steering column lever \* **Driver and passenger door bins**

### Seats and Trim

\* **Seating capacity of 3** • Fixed driver seat • Fixed passenger seat \* **Driver centre front armrest** \* **Bucket driver seat, two person bench passenger seat** • Driver seat folding back, passenger seat fixed back • Low back seats • Driver seat with 4 way direction control, passenger seat with 2 way direction control • Manual fore/aft seats

### Entertainment Features

• AM/FM stereo radio • Auxiliary audio input • External memory control • Steering wheel mounted radio controls • 2 speakers • Streaming audio • Fixed antenna

### Lighting, Visibility and Instrumentation

• Halogen aero-composite headlights • Delay-off headlights • Auto on/off headlights • Variable intermittent front windshield wipers • Speed sensitive wipers • Light tinted windows • Front reading lights • Tachometer \* **Voltmeter** • Oil pressure gauge • Oil temperature gauge • Trip computer • Trip odometer • RNDM

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Dan Relph**

Terex

Prepared by: Mike Johnson

02/11/2022

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

**2023 F-750 Gas Regular Cab Base (F7A)**

Price Level: 315 | Quote ID: QU17580G

**Selected Equip & Specs (cont'd)****Safety and Security**

• 4-wheel ABS brakes • Hill hold control • Hydraulic disc brakes • Electronic stability control • ABS traction control • **Power door locks** • With stolen vehicle tracking system

**Dimensions***General Weights*

* <b>Curb</b>	<b>9,733 lbs.</b>	Front GAWR	12000 lbs.
Rear GAWR	21000 lbs.	GVWR	25999 lbs.
GCWR	37000 lbs.		

*Front Weights*

* <b>Front curb weight</b>	<b>5,892 lbs.</b>	* <b>Front axle capacity</b>	<b>12,000 lbs.</b>
* <b>Front spring rating</b>	<b>13,200 lbs.</b>	Front tire/wheel capacity	12,350 lbs.

*Rear Weights*

* <b>Rear curb weight</b>	<b>3,842 lbs.</b>	Rear axle capacity	21,000 lbs.
Rear spring rating	21,000 lbs.	Rear tire/wheel capacity	23,360 lbs.

*Trailering Type*

* <b>Harness</b>	<b>Yes</b>
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*Fuel Tank type*

Left front Fuel tank capacity	50.01 gal.
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*Front Frame*

Height loaded	35 "	Height unloaded	37 "
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*Rear Frame*

Height loaded	36 "	Height unloaded	38 "
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*Front And Rear GAWR Total Will Exceed Overall GVWR*

**Powertrain***Engine Type*

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	Yes		

*Engine Spec*

Bore	4.22"	Compression ratio	10.5:1
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**Prepared for: Dan Relph**

Terex

Prepared by: Mike Johnson

02/11/2022

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

**2023 F-750 Gas Regular Cab Base (F7A)**

Price Level: 315 | Quote ID: QU17580G

**Selected Equip & Specs (cont'd)**

Displacement	445 cu.in.	Stroke	3.98"
<i>Engine Power</i>			
Output	335 HP @ 3,750 RPM	Torque	468 ft.-lb @ 3,750 RPM
<i>Alternator</i>			
Type	HD	Amps	210
<i>Battery</i>			
Cold cranking amps	900	Location	Forward right
Step	Yes		
<i>Transmission</i>			
Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		
<i>Transmission Gear Ratios</i>			
1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		
<i>Transmission Torque Converter</i>			
Stall ratio	2.00		
<i>Transmission Extras</i>			
Driver selectable mode	Tow/Haul Mode	Oil cooler	Regular duty
* PTO provision	Yes		
<i>Drive Type</i>			
Type	Rear-wheel		
<i>Drive Feature</i>			
Traction control	ABS	* Power take-off provision	Yes
<i>Drive Axle</i>			
* Ratio	6.17		
<i>Exhaust</i>			
Material	Non stainless steel	System type	Single
<i>Emissions</i>			
CARB	Federal		

**Driveability***Brakes*

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Selected Equip &amp; Specs (cont'd)

ABS	4-wheel	ABS channels	4
Type	Hydraulic disc	Vented discs	Front and rear
<i>Brake Assistance</i>			
Hill hold control	Yes		
<i>Suspension Control</i>			
Ride	Regular	Electronic stability control	Stability control
<i>Front Suspension</i>			
Independence	Non-independent	Type	Leaf
<i>Front Spring</i>			
Type	Tapered leaf	Grade	Regular
<i>Front Shocks</i>			
Type	Regular		
<i>Rear Suspension</i>			
Independence	Rigid axle	Type	Leaf
<i>Rear Spring</i>			
Type	Multi-leaf	Grade	Regular
Auxiliary	Rubber		
<i>Steering</i>			
Activation	Hydraulic power-assist	Type	Re-circulating ball
<i>Steering Specs</i>			
# of wheels	2		

## Exterior

*Front Wheels*

Diameter	22.5"	Width	8.25"
----------	-------	-------	-------

*Rear Wheels*

Diameter	22.5"	Width	8.25"
Dual	Yes		

*Front Tires*

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS
Width	11.0"	LT load rating	G
RPM	497		

*Rear Tires*

Aspect	82	Diameter	22.5"
Sidewalls	BSW	Tread	AS

**Prepared for: Dan Relph**

Terex

Prepared by: Mike Johnson

02/11/2022

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

**2023 F-750 Gas Regular Cab Base (F7A)**

Price Level: 315 | Quote ID: QU17580G

**Selected Equip & Specs (cont'd)**

Width	11.0"	LT load rating	G
RPM	497		

**Wheels**

Front track	83.8"	Rear track	72.6"
*Turning radius (to curb)	26'	*Turning radius (to bumper)	28'
*Wheelbase	194.0"	Rear tire outside width	96.0"

**Body Features**

Front splash guards	Yes	Body material	Composite/galvanized steel
Side steps	Yes	Front tow hook(s)	2

**Body Doors**

Door count	2
------------	---

**Exterior Dimensions**

*Length	308.0"	Body width	96.7"
Body height	92.9"	*Cab to axle	120.0"
*Axle to end of frame	75.0"	*Frame section modulus	20.1cu.in.
*Frame yield strength (psi)	120000.0	*Frame rail depth	10.4"
*Frame rail width	3.7"	Frame rail thickness	0.4"
*Max RBM (in.-lbs.)	2,526,000.0	Frame rail section	9.5"
Front bumper to Front axle	39.0"	*Nominal RBM (in.-lbs.)	2,413,200.0

**Seating****Passenger Capacity**

*Capacity	3
-----------	---

**Driver Seat**

Type	Bucket	Back	Folding
Back type	Low	Way direction control	4
Fore/aft	Manual		

**Passenger Seat**

*Type	Two person bench	Back	Fixed
Back type	Low	Way direction control	2
Fore/aft	Manual		

**Front Armrest**

Driver	Yes	*Centre	Yes
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**Front Seat Trim**

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Selected Equip &amp; Specs (cont'd)

Material	Vinyl	Back material	Carpet
----------	-------	---------------	--------

## Convenience

*AC And Heat Type*

Air conditioning	Manual
------------------	--------

*Audio System*

Auxiliary audio input	Yes	Radio	AM/FM stereo
Radio grade	Regular	Seek-scan	Yes
External memory control	External memory control		

*Audio Speakers*

Speaker type	Regular	Speakers	2
--------------	---------	----------	---

*Audio Controls*

Steering wheel controls	Yes	Streaming audio	Yes
-------------------------	-----	-----------------	-----

*Audio Antenna*

Type	Fixed
------	-------

*Cruise Control*

Cruise control	With steering wheel controls
----------------	------------------------------

*Convenience Features*

Driver foot rest	Yes	12V DC power outlet	2
Wireless phone connectivity	Bluetooth	Horn	Dual electric

*Door Lock Activation*

* Type	Power	* Auto locking	Yes
--------	-------	----------------	-----

*Instrumentation Type*

Appearance	Analog
------------	--------

*Instrumentation Gauges*

Tachometer	Yes	Oil pressure	Yes
Engine temperature	Yes	* Voltmeter	Yes
Oil temperature	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		

*Instrumentation Warnings*

Oil pressure	Yes	Battery	Yes
Lights on	Yes	Key	Yes
Low fuel	Yes	Door ajar	Yes
Service interval	Yes	Brake fluid	Yes
Transmission fluid temp	Yes		

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Terex

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02/11/2022

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

### Selected Equip & Specs (cont'd)

#### Instrumentation Displays

Clock

In-radio display

#### Instrumentation Feature

Trip computer

Yes

Trip odometer

Yes

Shift indicator

RNDM

#### Steering Wheel Type

Material

Urethane

Tilting

Manual

Telescoping

Manual

#### Front Side Windows

\* Window 1st row activation

Power

#### Window Features

\* 1-touch down

Driver and passenger

\* 1-touch up

Driver and passenger

Tinted

Light

#### Front Windshield

Wiper

Variable intermittent

Speed sensitive wipers

Yes

#### Rear Windshield

Window

Fixed

#### Automatic Gearshift

Location

Steering column lever

### Interior

#### Passenger Visor

Mirror

Yes

#### Headliner

Coverage

Full

Material

Cloth

#### Floor Trim

Coverage

Full

Covering

Vinyl/rubber

#### Trim Feature

Gear shifter material

Urethane

#### Lighting

Dome light type

Delay

Front reading

Yes

Variable IP lighting

Yes

#### Storage

\* Driver door bin

Yes

Front Beverage holder(s)

Yes

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02/11/2022

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

### Selected Equip & Specs (cont'd)

Glove box	Yes	* Passenger door bin	Yes
Instrument panel	Bin	Dashboard	Yes
<i>Legroom</i>			
Front	41.4"		
<i>Headroom</i>			
Front	40.7"		
<i>Hip Room</i>			
Front	67.6"		
<i>Shoulder Room</i>			
Front	68.0"		

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

### As Configured Vehicle

Code	Description
<b>Base Vehicle</b>	
F7A	Base Vehicle Price (F7A)
<b>Engines</b>	
99N	7.3L 2V DEVCT NA PFI V8 Gas - 335 HP @ 3750 rpm Torque: 468 ft.lbs. @ 3750 rpm.
425	50-State Emissions
<b>Transmissions</b>	
44P	Ford TorqShift HD 6-Speed Automatic - Double Overdrive, LESS PTO Provision and Tow/Haul
41B	Transmission Power Take-Off Provision w/LiveDrive Capability and Tow/Haul
<b>Front Wheels &amp; Tires</b>	
643	Wheels, Front 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>
T2B	Tires, Front Two 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)
<b>Rear Wheels &amp; Tires</b>	
663	Wheels, Rear 22.5x8.25 White Powder Coated Steel, 10-Hole <i>(285.75MM BC) hub piloted, flanged nut, metric mount, 8.25 DC rims; with steel hubs.</i>
R2B	Tires, Rear Four 11R22.5G Goodyear Fuel Max RSA (497 rev/mile)
<b>Brakes</b>	
67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control <i>Full power with automatic adjustment, 4-channel ABS antilock brake system. Includes 12" x 3" (Bosch) DSSA type rear axle mounted parking brake, Orscheln lever control, right of driver and hand operated park brake lever.</i>

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Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

### As Configured Vehicle (cont'd)

Code	Description
152	Trailer Connection Socket - 7-Way, Wired for Turn Signals Combined with Stop <i>Mounted at rear of frame, for combined trailer stop, tail, turn, marker light circuits. Includes electric trailer brake accommodation package with cab connections for mounting customer installed electric brake unit.</i>

#### Front Axle and Suspension

43P	12,000 lb. Cap. Non-Driving - Dana E-1202I - I-Beam Type
61E	Taper-Leaf Springs, Parabolic - 13,200 lb. Cap <i>3-leaf, 62" x 3.15". Also includes, standard duty, dual, double acting shock absorbers.</i>
60A	Lube, Front Axle, EmGard 50W, Synthetic Oil

#### Rear Axle and Suspension

475	21,000 lb. Single Reduction - Open - Dana / Spicer 21060S <i>NOTE: When specifying an axle ratio, check performance guidelines for startability and gradeability.</i>
68P	Multi-Leaf Springs - 21,000 lb. Cap <i>11-leaf. Includes 2,000 lb auxiliary springs for load stabilization.</i>
607	Lube, Rear Axle, EmGard 75W-90, Synthetic Oil
X6B	6.17 Axle Ratio

#### Wheelbase

194WB	194" Wheelbase/120" CA/75" AF/308" OAL
-------	--

#### Frame

539	Single Channel - Straight 'C' 20.11 SM, 120,000 PSI <i>2,413,200 RBM. Heat treated alloy steel; 10.375" x 3.705" x 0.438" (263.5mm x 94.1mm x 11.1mm).</i>
18D	Special Rating GVWR - Limited to 25,999 lb. GVWR Only available to GAWR combinations that EXCEED 26,000 lbs.

#### Exhaust

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02/11/2022

Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

**2023 F-750 Gas Regular Cab Base (F7A)**

Price Level: 315 | Quote ID: QU17580G

**As Configured Vehicle (cont'd)**

Code	Description
91H	Single, Horizontal Muffler - Frame Mounted Right Side Back of Cab w/Catalytic Converter <i>Downward facing, outlet tip.</i>
<b>Fuel Tanks</b>	
65A	Fuel Tank - LH 50 Gallon - Steel
<b>Electrical / Alternator / Battery</b>	
STDALT	Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi <i>Extra heavy duty 12 Volt.</i>
STDBAT	Battery - One 900 CCA, Includes Steel Battery Box <i>12Volt, Motorcraft.</i>
16V	Voltmeter <i>Available in message center.</i>
86M	Upfitter Interface Module
<b>Seats</b>	
881	30/70 Fixed Driver & Fixed 2-Passenger Bench - Vinyl
<b>Cab Interior</b>	
600A	Preferred Equipment Package 600A <i>Includes:</i> <i>- Bumper, Front - Black, Full Width</i> <i>- Wheel Seals, Front - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Wheel Seals, Rear - Oil lubricated, SKF ScotSeal PlusXL Seals</i> <i>- Extra Heavy Duty Alternator - 12-Volt, 210 Amp Mitsubishi</i> <i>Extra heavy duty 12 Volt.</i> <i>- Painted Grille - Plastic</i> <i>- Lights - Roof Marker/Clearance - Amber Lenses, 5 Lights</i> <i>- Tow Hooks, Front (2) - Frame-Mounted, Painted Black</i> <i>- Floor Covering - Black Vinyl</i> <i>- Intelligent Oil Life Monitor</i> <i>- Steering Column - Tilt / Telescoping</i> <i>- Steering Wheel - Black PVC w/Integral Cruise Control Switches,</i> <i>includes Audio Controls</i> <i>- Body Builder Wiring - At Back of Cab, Combined</i> <i>Includes sealed connectors for 2 ground circuits, with combined left/stop,</i> <i>combined right/stop, stop lamps, park lamps, back up lamps. Also</i> <i>includes 2 additional pass through wires to cab.</i>
90P	Power Equipment Group - (Included in (90A) Appearance Group) <i>Includes power front side windows, power door locks and door trim panel.</i>

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Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

**2023 F-750 Gas Regular Cab Base (F7A)**

Price Level: 315 | Quote ID: QU17580G

**As Configured Vehicle (cont'd)**

Code	Description
588	Radio: AM/FM Stereo w/2 Speakers, USB input, Clock Display and Bluetooth
<b>Cab Exterior</b>	
54F	Mirrors, Trailer Tow, Powered - Sail Mount - w/Power Telescoping & Power Folding <i>Includes power heated glass, heated convex spotter and integrated clearance lights/turn signals. Heat controls dash mounted.</i>
<b>Miscellaneous</b>	
PAINT	Paint Type - Environmentally Friendly, "3 - Wet System"
<b>Fleet Options</b>	
B4A	Net Invoice Fleet Option
56A	CPA Fleet Incentive
<b>Interior Color</b>	
E_01	Gray
<b>Exterior Color</b>	
YZ_01	Oxford White

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Warranty

### Standard Warranty

#### *Basic*

Distance	Unlimited miles	Months	24 months
----------	-----------------	--------	-----------

#### *Powertrain*

Distance	100,000 miles	Months	60 months
----------	---------------	--------	-----------

#### *Corrosion Perforation*

Distance	Unlimited miles	Months	36 months
----------	-----------------	--------	-----------

#### *Roadside Assistance*

Distance	Unlimited miles	Months	24 months
----------	-----------------	--------	-----------

#### *Frame Rail*

Distance	Unlimited miles	Months	60 months
----------	-----------------	--------	-----------

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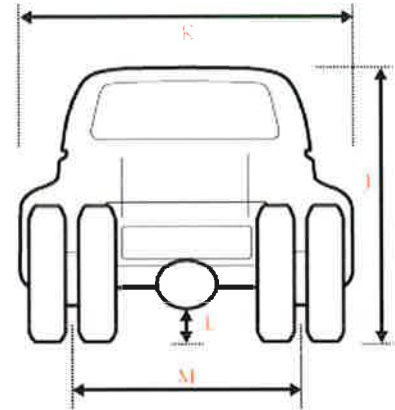
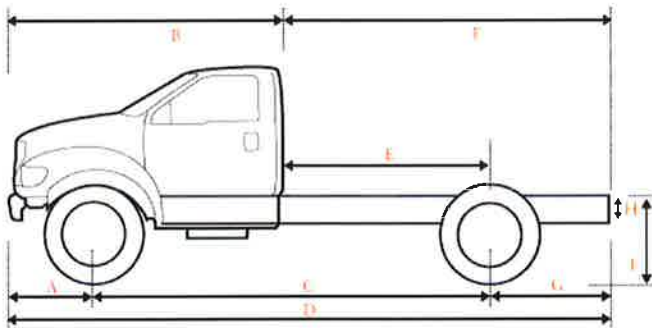


## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



### Dimensions

A	Front of Bumper to Front Axle	39.00 in.
B	Front Bumper to Back of Cab (BBC)	113.00 in.
C	Wheelbase (WB)	194.00 in.
D	Overall Length (OAL)	308.00 in.
E	Back of Cab to Rear Axle (CA)	120.00 in.
F	Back of Cab to End of Frame	195.00 in.
G	Rear Axle to End of Frame (AF)	75.00 in.
H	Frame Section Height	10.40 in.
I	Rear Frame Height Unloaded	38.00 in.
I	Rear Frame Height Loaded	36.50 in.
J	Cab Height	92.90 in.
K	Body Width	96.70 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	N/A
M	Front Tread	83.80 in.
M	Rear Tread	72.60 in.

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Terex

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02/11/2022

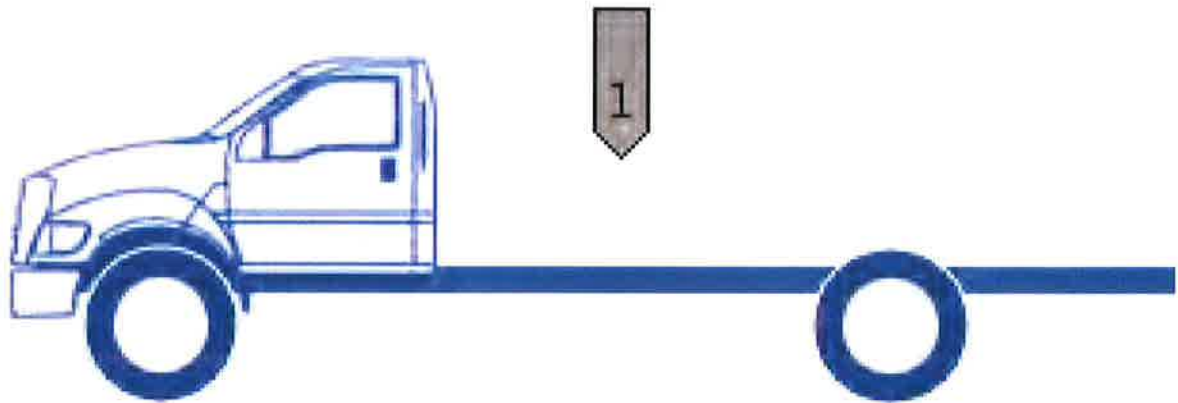
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2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Vehicle Dimension and Performance Summary (cont'd)



### Weight

#### Licensing

GVWR does not exceed 26,000 lbs and may not require a Commercial Driver's License (CDL). Contact your local state commercial driver licensing office for specifics on what your state requires.

GVW	Front Axle	Rear Axle	Totals
Chassis	5,892 lbs	3,842 lbs	9,734 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	200 lbs	100 lbs	300 lbs
1 Max Payload - (Max Payload)	5,908 lbs	10,057 lbs	15,965 lbs
<b>TOTAL</b>	<b>12,000 lbs</b>	<b>13,999 lbs</b>	<b>25,999 lbs</b>

Ratings	Front Axle	Rear Axle	GVWR
<b>GAWR</b>	<b>12,000 lbs</b>	<b>21,000 lbs</b>	<b>25,999 lbs</b>
Wheels/Tires	12,350 lbs	23,360 lbs	
Suspension	13,200 lbs	21,000 lbs	
Axle	12,000 lbs	21,000 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Front And Rear GAWR Total Will Exceed Overall GVWR

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## 2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Vehicle Dimension and Performance Summary (cont'd)

## Start, Grade and Speed

## Shift Indicator

Vehicle equipped without Park Pawl. Shift indicator will display RNDM.

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	3.97	15.00 %	20.50 %
Start grade capability in reverse	3.13	15.00 %	16.14 %
Grade	Ratio	Desired	Calculated
Maximum grade in 4th gear	1.15	3.00 %	5.93 %
Maximum grade in 5th gear	0.86	3.00 %	4.43 %
Maximum grade in 6th gear	0.67	3.00 %	3.48 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	109 mph
<i>To meet your requirement you need a maximum axle ratio of 10.75</i>			
Top Speed on 3.0% grade		55 mph	
<i>To meet your requirement you need a maximum of 165 hp</i>			
Cruise Speed		60 mph	75 mph
Engine RPM at desired cruise speed			2,067 rpm

## Variables in Use

Rear axle ratio:	6.17/6.17	Peak Torque RPM:	3,750 rpm
Tire size:	11R22.5 (497 rev/mile)	Frontal Area:	56.34 Sq.Ft.
Gross Vehicle Weight (GVW):	25,999 lbs	Cruising RPM	2,600 rpm
Clutch engagement torque:	234 ft.lbs.	Worst road surface	Typical Highway
Torque conversion ratio:	2.00	Final Drive Ratio:	0.67
Peak engine torque:	468 ft.lbs.	Drag Coefficient	0.80
Engine Power:	335 hp @ 3,750 rpm		

Prepared for: Dan Relph

Terex

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02/11/2022

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## 2023 F-750 Gas Regular Cab Base (F7A)

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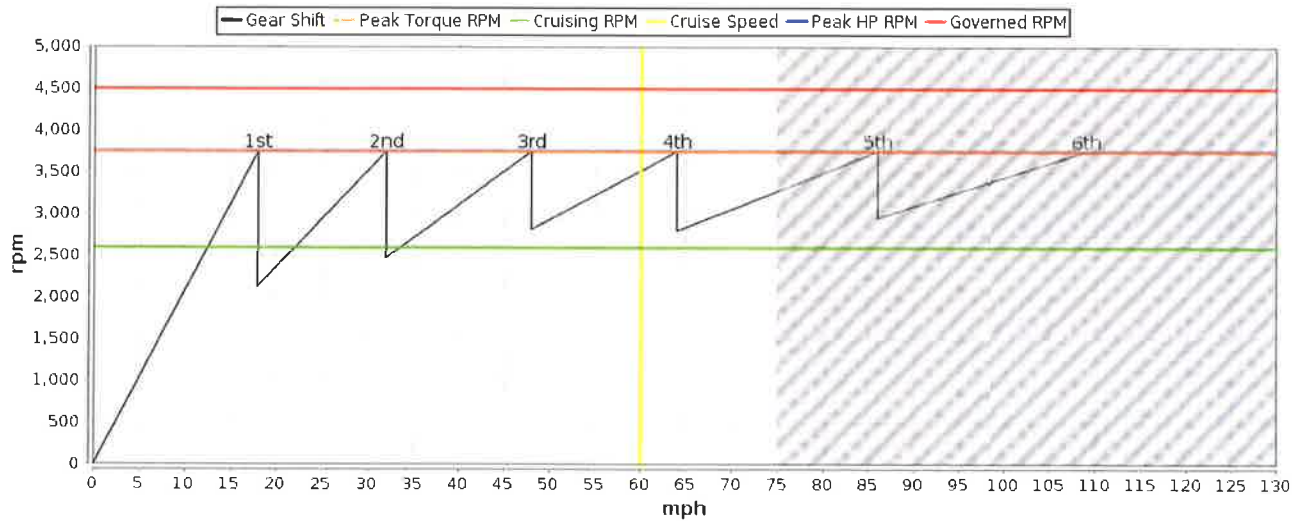
# Vehicle Dimension and Performance Summary (cont'd)

## Shift Chart

Shift Chart displays mathematical geared speed.

Diesel engines use Governed RPM for shift points.

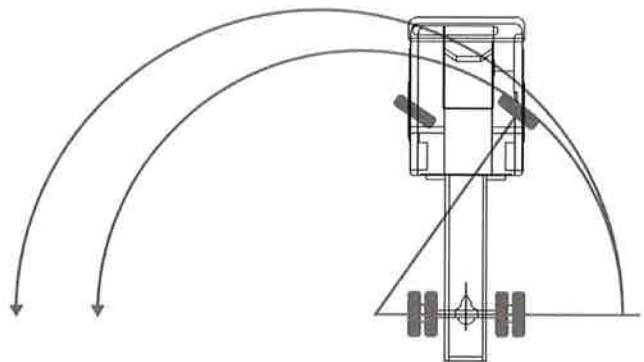
Gas engines use Peak Torque RPM for shift points.



## Turning Radius

Turning radius to curb: 26.31 ft

Turning radius to bumper: 27.89 ft



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2023 F-750 Gas Regular Cab Base (F7A)

Price Level: 315 | Quote ID: QU17580G

## Pricing Summary - Single Vehicle

### *Vehicle Pricing*

Base Vehicle Price

Options

Colors

Upfitting

Fleet Discount

Fuel Charge (12)

Destination Charge

**Total**

Customer Signature

Acceptance Date

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CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager

**APPROVED BY:** Cornelius H. Johnson, Interim City Manager *CHJ*

**SUBJECT:** Resolution Approving Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors and Authorizing the City Manager to Execute the Agreement

---

**RECOMMENDED ACTION**

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

- 1) Approve Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors, which extends the term of the Agreement for six months to November 15, 2022, and increases the value of the Agreement by \$48,000 for a total amount not to exceed \$304,000; and
- 2) Authorize the City Manager to execute Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors.

**FISCAL IMPACT**

Voler Strategic Advisors' cost is \$8,000 per month. This does not include the cost for any media advertising, buying and printing.

**DISCUSSION**

The City of Antioch solicited bids for Public Information and Communication Officer Services in July 2019. Voler Strategic Advisors ("Consultant") was the successful bidder and was engaged for an initial period of six months. Five amendments to the original Consulting Services Agreement ("Agreement") have been approved to date by the Antioch City Council.

The City continues to have a need for the above-referenced professional services. The City and Consultant desire to extend the term of services of the original Agreement by six months until November 15, 2022. The proposed action will increase the value of the Agreement by \$48,000 for a total amount not to exceed \$304,000.

**ATTACHMENTS**

A. Resolution

Exhibit A to Resolution – Amendment No. 6 to the Consulting Services Agreement

**RESOLUTION NO. 2022/**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
APPROVING AMENDMENT NO. 6 TO THE CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF ANTIOCH AND VOLER STRATEGIC ADVISORS AND  
AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**WHEREAS**, on September 16, 2019, the City of Antioch and Voler Strategic Advisors entered a Consulting Services Agreement for public information and communication officer services ("Agreement");

**WHEREAS**, on March 10, 2020, the City of Antioch and Voler Strategic Advisors executed Amendment No. 1 extending the term of services in the Agreement to September 15, 2020 and increasing the contract value by \$48,000 for a total contract amount not to exceed \$96,000;

**WHEREAS**, on September 16, 2020, City of Antioch and Voler Strategic Advisors executed Amendment No. 2 extending the term of the Agreement for 6 months to March 15, 2021 and increasing the contract value by \$48,000 for a total amount not to exceed \$144,000;

**WHEREAS**, on March 9, 2021, the City of Antioch City Council approved Amendment No. 3 extending the term of the Agreement for 2 months to May 15, 2021 and increasing the contract value by \$16,000 for a total amount not to exceed \$160,000;

**WHEREAS**, on May 11, 2021, the City of Antioch City Council approved Amendment No. 4 extending the term of the Agreement to November 15, 2021 and increasing the contract value by \$48,000 for a total amount not to exceed \$208,000;

**WHEREAS**, on November 23, 2021, the City of Antioch City Council approved Amendment No. 5 extending the term of the Agreement to May 15, 2021 and increasing the contract value by \$48,000 for a total amount not to exceed \$256,000; and

**WHEREAS**, the City continues to have a need for public information and communication officer services and the City and Consultant desire to extend the term of services of the original Agreement for 6 months to November 15, 2022, increasing the contract value by \$48,000 for a total amount not to exceed \$304,000.

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

1. Approve Amendment No. 6 ("Exhibit A") to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors, which extends the term of the Agreement for 6 months to November 15, 2022 and increases the value of the Agreement by \$48,000 for a total amount not to exceed \$304,000.
2. Authorize the City Manager to execute Amendment No. 6 to the Consulting Services Agreement between the City of Antioch and Voler Strategic Advisors

in substantially the form attached as "Exhibit A" subject to approval of form by the City Attorney.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing resolution was passed and adopted by the City Council of the City of Antioch at a regular meeting thereof, held on the 10<sup>th</sup> day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

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

**AMENDMENT NO. 6**

**CONSULTING SERVICES AGREEMENT  
Between the City of Antioch and  
Voler Strategic Advisors**

**THIS SIXTH AMENDMENT TO THE AGREEMENT FOR CONSULTANT SERVICES** is entered into and effective this \_\_\_\_ day of May, 2022 by and between the CITY OF ANTIOCH, a municipal corporation ("**City**") and VOLER STRATEGIC ADVISORS, their address is 1671 The Alameda, Suite 301 San Jose, CA 95126 ("**Consultant**").

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

**WHEREAS**, on September 16, 2019, the City of Antioch and Voler Strategic Advisors entered into a Consulting Services Agreement for public information and communication officer services;

**WHEREAS**, on March 10, 2020, the City of Antioch and Voler Strategic Advisors executed Amendment No. 1 to the Agreement extending the term of service to September 15, 2020 and increasing the total amount of the Agreement to \$96,000;

**WHEREAS**, on September 16, 2020, City of Antioch and Voler Strategic Advisors executed Amendment No. 2 extending the term of the Agreement for 6 months to March 15, 2021 and increasing the contract value by \$48,000 for a total amount not to exceed \$144,000;

**WHEREAS**, on March 9, 2021, the City of Antioch City Council approved Amendment No. 3 extending the term of the Agreement for 2 months to May 15, 2021 and increasing the contract value by \$16,000 for a total amount not to exceed \$160,000;

**WHEREAS**, on May 11, 2021, the City of Antioch City Council approved Amendment No. 4 extending the term of the Agreement to November 15, 2021 and increasing the contract value by \$48,000 for a total amount not to exceed \$208,000; and

**WHEREAS**, on November 23, 2021, the City of Antioch City Council approved Amendment No. 5 extending the term of the Agreement to May 15, 2021 and increasing the contract value by \$48,000 for a total amount not to exceed \$256,000; and

**WHEREAS**, the City continues to have a need for public information and communication officer services and the City and Consultant desire to extend the term of services of the original Agreement for 6 months to November 15, 2022, increasing the contract value by \$48,000 for a total amount not to exceed \$304,000.

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

**1. Section 1.1 “Term of Services” shall be amended to read as follows:**

The term of this Agreement shall begin on the date first noted above and shall end on November 15, 2022 and Consultant shall complete the work described in the Request for Proposal (“RFP”) prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as provided for in Section 8.

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

City hereby agrees to pay Consultant a sum not to exceed \$8,000 per month, for a total contract amount not to exceed \$304,000, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for services to be performed and reimbursable costs incurred under this Agreement. 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.

Except as modified herein, all other terms and conditions of the Consulting Services Agreement dated September 16, 2019 shall remain in full force and effect.

*(all signatures are on the next page)*

CITY OF ANTIOCH:

By: \_\_\_\_\_  
Cornelius H. Johnson  
Interim City Manager

ATTEST:

By: \_\_\_\_\_  
Elizabeth Householder  
City Clerk

APPROVED AS TO FORM:

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

VOLER STRATEGIC  
ADVISORS:

By: \_\_\_\_\_  
Rolando Bonilla  
Chief Strategic Officer

By: \_\_\_\_\_  
Perla Rodriguez  
Chief Executive Officer

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

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

**SUBJECT:** Introduction of Ordinance Creating the Antioch Police Oversight Commission

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**RECOMMENDED ACTION**

It is recommended that the City Council introduce the ordinance, waive the first reading, and read by title only the ordinance creating the Antioch Police Oversight Commission ("Attachment A").

**FISCAL IMPACT**

The members of the Antioch Police Oversight Commission will not be compensated for their time. However, the City will need to provide funding for the Police Commission's general operating expenses, training, continuing education, and public outreach and events. There will also be expenses associated with staff time dedicated to working with the Police Commission.

**DISCUSSION**

Civilian oversight of police departments is an evolving governmental function designed to provide the community with a means to influence police department policies and to help ensure that policing is conducted in a manner that is constitutional, effective, and responsive to the standards, values, and expectations of those served by the police department.

The City Council directed City staff to research and make recommendations to the City Council Police Oversight Standing Committee on the potential formation of an Antioch Police Oversight Commission ("Police Commission"). City staff researched (1) police oversight commissions and boards in general law and charter cities; (2) the differences between police oversight commissions in general law cities and charter cities; and (3) solutions that can be achieved under each type of government within state and local laws and policies.

City staff has prepared an ordinance forming the Antioch Police Oversight Commission with the aim of strengthening trust, transparency, accountability, and police-community relations in the City of Antioch by ensuring that the Antioch Police Department's policies, practices, and customs meet or exceed national standards of constitutional policing.



## **ANTIOCH POLICE OVERSIGHT COMMISSION**

The purpose of the Antioch Police Oversight Commission is to strengthen trust, transparency, accountability, and police-community relations in the City of Antioch by ensuring that the Antioch Police Department's policies, practices, and customs meet or exceed national standards of constitutional policing.

The Police Commission shall advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on policy matters concerning public safety within the City of Antioch. The Police Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.

The Police Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of the City, recognizing that policing the City of Antioch is a shared responsibility.

The Police Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

### **ATTACHMENTS**

A. Ordinance – Antioch Police Oversight Commission

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING SECTION 5.109 TO TITLE 2 AND CHAPTER 3 TO TITLE 4 OF THE ANTIOCH MUNICIPAL CODE CREATING THE ANTIOCH POLICE OVERSIGHT COMMISSION**

**WHEREAS**, the City Council directed City staff to research and make recommendations to the City Council Police Oversight Standing Committee on the potential formation of an Antioch Police Oversight Commission;

**WHEREAS**, City staff researched (1) police oversight commissions and boards in general law and charter cities; (2) the differences between civilian police oversight commissions in general law cities and charter cities; and (3) solutions that can be achieved under each type of government within state and local laws and policies; and

**WHEREAS**, City staff recommends the formation of the Antioch Police Oversight Commission to increase transparency, enhance accountability, foster trust, and strengthen police-community relations in the City.

The City Council of the City of Antioch, California, hereby ordains as follows:

**SECTION 1. Recitals.** The above recitals are incorporated as though set forth in this section.

**SECTION 2. Adoption.** Section 2-5.109 is hereby added to the Antioch Municipal Code to read as follows:

**§ 2-5.109 ANTIOCH POLICE OVERSIGHT COMMISSION.**

The Antioch Police Oversight Commission ("Police Commission") consists of seven members. The Police Commission has the duties as specified in Chapter 3 of Title 4 of this code.

**SECTION 3. Adoption.** Chapter 3 is hereby added to Title 4 of the Antioch Municipal Code to read as follows:

**Sections**

4-3.010	CREATED.
4-3.020	PURPOSE.
4-3.030	MEMBERSHIP AND APPOINTMENT.
4-3.040	TERMS OF OFFICE AND REMOVAL FROM OFFICE.
4-3.050	OFFICERS.
4-3.060	MEETINGS.
4-3.070	NO COMPENSATION.
4-3.080	BUDGET.

- 4-3.090 TRAINING.
- 4-3.100 POWERS AND DUTIES.
- 4-3.110 PUBLIC REPORTS.
- 4-3.120 REQUIREMENT OF COOPERATION BY THE ANTIOCH POLICE DEPARTMENT AND ALL OTHER CITY EMPLOYEES AND OFFICIALS WITH THE POLICE COMMISSION.

**§ 4-3.010 CREATED.**

There is hereby created an Antioch Police Oversight Commission (hereinafter referred to as the "Police Commission").

**§ 4-3.020 PURPOSE.**

The purpose of the Police Commission is to advise the City Council, City Manager, and Chief of Police on the administration of the Antioch Police Department and on matters of public safety within the City of Antioch to ensure that the Antioch Police Department's policies, practices, and customs conform to national standards of constitutional policing.

The Police Commission shall facilitate community participation and oversight by reviewing and recommending policies, procedures, practices, and programs designed to result in community policing that is effective, responsive, and sensitive to the diverse needs of the residents of the City.

The Police Commission shall promote and encourage open communication and cooperation between the Antioch Police Department and residents of Antioch, recognizing that policing the City of Antioch is a shared responsibility.

The Police Commission shall develop, review, and make policy recommendations aimed at informing the community of its rights and responsibilities when interacting with police officers.

**§ 4-3.030 MEMBERSHIP AND APPOINTMENT.**

(A) The Police Commission shall consist of seven (7) voting members appointed by the Mayor and confirmed by the City Council.

(B) All voting members of the Police Commission shall be residents of the City of Antioch.

(C) The Mayor and the City Council shall strive to appoint and confirm at least:

(a) one (1) representative from each of the four (4) councilmember voting districts of the City;

(b) one (1) representative of the Antioch faith-based community;

- (c) one (1) representative of the Antioch business community; and
- (d) one (1) employee or student of the Antioch Unified School District.

(D) No one shall be excluded from the Police Commission because he or she has a criminal record.

(E) The following shall not be eligible to serve as a Police Commissioner:

- (a) current sworn police officer or his/her spouse;
- (b) current City employee or his/her spouse;
- (c) former Police Department sworn employee or his/her spouse; or
- (d) current or former employee, official, or representative of an employee association representing sworn police officers or his/her spouse.

(F) Commissioners shall not be issued and shall not display, wear, or carry badges that so resemble a peace officer's badge that an ordinary reasonable person would believe that Commissioners have the authority of a peace officer.

**§ 4-3.040 TERMS OF OFFICE AND REMOVAL FROM OFFICE.**

(A) The terms of office for all members of the Police Commission shall be three years, except as provided herein. The terms of not more than three (3) members shall expire in any one year. Therefore, when the initial seven (7) members are selected, two (2) commissioners shall be appointed to serve an initial one-year term, two (2) commissioners shall be appointed to serve an initial two-year term, and the remaining three (3) shall serve an initial three-year term. No members shall serve for more than two consecutive full terms. For this purpose, the initial one-year and two-year terms in this paragraph shall be considered full terms. The expiration date of all terms shall be November 30, but each member shall serve until his or her successor is duly appointed and qualified or until such member's term has expired in accordance with this section.

(B) A member may resign before the expiration of his or her term with written notification to the chairperson of the Police Commission and the Mayor. Resignations shall become effective upon receipt of such written notification.

(C) Members of the Police Commission shall serve at the pleasure of the City Council and may be removed from office by a majority vote of the Council.

(D) The Police Commission may, by a majority vote of its members, recommend to the City Council that a member be removed for reasons including but not limited to:

- (a) misuse of position as a Police Commission member;
- (b) misuse of police-issued documents;
- (c) misconduct that impedes the member's ability to serve as an effective and impartial Police Commission member;
- (d) unexcused absences from at least three meetings in a one-year span of time;
- (e) violation of the Code of Ethics of the National Association for Civilian Oversight of Law Enforcement (NACOLE); or
- (f) a conflict of interest.

(E) Upon receipt of notification of resignation, or a Council vote of removal, the position shall be considered vacant and eligible for the Mayor to nominate a replacement commissioner for appointment with confirmation by the City Council. The replacement commissioner shall serve for the remainder of the term and be eligible for reappointment for one additional term.

#### **§ 4-3.050 OFFICERS.**

During January of each year, the Police Commission shall elect one of its members as chairperson and one as vice-chairperson who shall each hold office for one (1) year or until their respective successors are elected. After all Police Commission members have been appointed and confirmed, officers shall be elected no later than the second meeting of the Police Commission. No officer shall be eligible to serve more than two consecutive terms in the same office.

#### **§ 4-3.060 MEETINGS.**

(A) The Police Commission shall hold its first meeting within thirty days after all of its members have been appointed and confirmed. At the first meeting, the Police Commission shall set the time and date of regularly scheduled meetings, which shall occur at least twice each month, except during the months of July and December when regular meetings shall occur once per month. Regular meetings of the Police Commission shall be held at Antioch City Hall except for meetings held under section 4-3.060(B). The Police Commission shall notify the public of the time and place of its meetings and provide time for public comment at each meeting in compliance with the Brown Act.

(B) At least two meetings of the Police Commission each year shall be held at locations within the City of Antioch other than City Hall for the purpose increasing community engagement with the Police Commission. The Police Commission shall make

a good faith effort to hold these meetings at public schools, youth centers, or community-based organizations within the City of Antioch.

(C) All Police Commission meetings are subject to the Brown Act.

(D) In the interest of upholding and modeling a positive relationship between the residents of Antioch and the Antioch Police Department, the Antioch Chief of Police, or his or her designee, shall attend the beginning of all public meetings of the Police Commission and, as the first order of new business, be placed on the agenda to comment or report on any matters under consideration by the Police Commission.

**§ 4-3.070 NO COMPENSATION.**

Members of the Police Commission shall serve without compensation. However, the City Council may authorize the reimbursement of reasonable expenses incurred by the members in the performance of their duties.

**§ 4-3.080 BUDGET.**

The City shall provide the Police Commission with funding for general operating expenses, training, and continuing education for all Police Commissioners.

**§ 4-3.90 TRAINING.**

The City shall provide appropriate funding for introductory training of new Police Commission members as well as continuing education for all members. Training shall cover all of the following, but not be limited to:

(A) The ordinance establishing the Police Commission;

(B) National standards of constitutional policing;

(C) Department operations, policies, procedures, practices, and programs;

(D) Laws governing local public records and public meetings, confidentiality, conflicts of interest and ethics, police officer rights, arrestee rights, and excessive force; and

(E) Police policies, practices, and procedures around stops, arrests, use of force, detention, large-scale protests, and marginalized communities.

**§ 4-3.100 POWERS AND DUTIES.**

To effectuate its purpose, the Police Commission shall, in compliance with the California Public Records Act (Gov. Code, §§ 6250 et seq.), Penal Code Sections 832.7 and 832.8; California Public Safety Officers Procedural Bill of Rights Act (Gov. Code, §§

## ATTACHMENT A

3300 et seq.), Government Code section 38630, Government Code section 37104, Penal Code section 832.7, and all other applicable state and federal law:

(A) Propose changes, at its discretion or upon receiving direction from the City Council, including modifications to the Police Department's proposed changes, to any policies or procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques on civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law. All such proposed changes and modifications shall be submitted to the City Council for approval or rejection.

(B) Review and recommend City Council approval or rejection of the Police Department's proposed changes to all policies and procedures of the Police Department that govern First Amendment assemblies, use of force, use of canines, use of de-escalation techniques with civilians, hate crimes, or biased-based policing including profiling based on any of the protected characteristics identified by federal, state, or local law.

(a) If the Police Commission recommends rejection of the proposed policy, the Police Department's proposed changes, notice of the Commission's rejection, and the reasons for rejection, together with the Police Department's proposed changes, shall be submitted to the City Council for review.

(b) If the Police Commission recommends approval of the Police Department's policy, the Police Department's proposed changes will proceed directly to the City Council for review.

(c) If the Police Commission does not approve or reject the Police Department's proposed changes within sixty (60) days of the Police Department's submission of the proposed changes to the Police Commission, the Police Department's proposed changes will proceed directly to the City Council for review.

(C) Review and comment on, at its discretion, any other policies, procedures, customs, and general orders of the Police Department. All such comments shall be submitted to the Chief of Police, the City Manager, and the City Attorney. The Chief of Police shall provide a written response to the Police Commission upon request.

(D) Review the City Council's proposed budget, including advising whether budgetary allocations for the Police Department are aligned with the Police Department's policies and procedures. The Police Commission shall conduct at least one public hearing on the Police Department budget per budget cycle and shall forward to the City Council any recommendations for change.

(E) Require the Chief of Police to submit an annual report to the Police Commission regarding such matters as the Police Commission shall require.

## **ATTACHMENT A**

(F) Report at least once a year to the Mayor, the City Council, and to the public to the extent permissible by law, the information contained in the Chief's annual report in addition to such other matters as are relevant to the functions and duties of the Police Commission.

(G) Receive reports from the Police Department on publicly disclosable information concerning the status of civilian complaints. Develop a program for the mediation of civilian complaints, in coordination with the Chief of Police, the City Manager, and the City Attorney.

(H) Study, develop, and recommend community policing and alternative crime-prevention policies and strategies to the Chief of Police, City Manager, City Attorney, and City Council; assess and make recommendations regarding the role of social services in public safety, including but not limited to those related to mental health, alcohol and substance abuse, homelessness, juvenile justice, and education.

(I) Develop and recommend, in conjunction with the Chief of Police and the City Manager, educational programs regarding policing in Antioch and community outreach events, such as town hall meetings, forums to communicate information about neighborhood watch programs, and events designed to encourage safety and emergency preparedness.

(J) Request and review data from public records of the Antioch Police Department as needed to effectuate the Police Commission's powers and duties including data regarding police use of force; demographics of individuals stopped, searched, or arrested; demographics of Antioch Police Department officers and staff; and officer training and qualifications.

### **§ 4-3.110 PUBLIC REPORTS.**

(A) The Police Commission shall draft and issue public reports regarding the issues described in section 4-3.100. An annual report may be in the form of an update from a previous year's report. The Police Commission may issue additional public reports as it deems appropriate.

(B) The Police Commission shall provide annual public reports to the City Council, City Manager, and City Attorney on the Police Department's progress on Police Commission recommendations and other updates relevant to the mission of the Police Commission.

(C) All public reports shall omit or redact any confidential or privileged information as defined and/or required by State law.



**SECTION 4. CEQA.** The adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), which provides that CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be determined that the proposed project will not have a significant adverse effect on the environment, the project is not subject to CEQA. This Ordinance authorizes the City Council to create an Antioch Police Oversight Commission and does not propose nor authorize any action or specific project that would have the potential to cause a significant adverse effect on the environment.

**SECTION 5. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable, or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

**SECTION 6. Publication; Effective Date.** This Ordinance shall take effect and be enforced within thirty (30) days from and after the date of its adoption by the City Council at a second reading and shall be posted and published in accordance with the California Government Code.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and passed and adopted at a regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
**Lamar A. Thorpe, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Elizabeth Householder, City Clerk**


CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Anthony Morefield, Police Captain

**APPROVED BY:** Steven A. Ford, Interim Chief of Police 

**SUBJECT:** Ordinance and Military Equipment Policy (#706) Pursuant to Assembly Bill 481

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**RECOMMENDED ACTION**

It is recommended that the City Council introduce, waive the first reading, and read by title only the ordinance adopting a Military Equipment Policy pursuant to Assembly Bill 481.

**FISCAL IMPACT**

There is no direct fiscal impact associated with adopting the City's Military Equipment Policy by ordinance. The Police Department FY 2021/22 and FY 2022/23 budgets already include funding for the use of existing equipment, as well the purchase of any replacement equipment.

**DISCUSSION**

AB 481 was enacted to increase transparency, accountability, and oversight surrounding the use and acquisition of military equipment by state and local law enforcement. It requires law enforcement agencies to obtain approval from the legislative bodies that oversee them before purchasing, raising funds for, or acquiring military equipment, by any means.

Law enforcement agencies are also required to obtain approval by their legislative bodies before collaborating with another law enforcement agency in the deployment or use of military equipment within the law enforcement agency's jurisdiction, or before using any new or existing military equipment not previously approved.

Under AB 481, a governing body approval must take the form of an ordinance adopting a publicly released, written military equipment use policy, which must address a number of specific topics, including the type, quantity, capabilities, purposes, and authorized uses of each type of military equipment, the fiscal impact of their acquisition and use, the legal and procedural rules that govern their use, the training required by any officer

allowed to use them, the mechanisms in place to ensure policy compliance, and the procedures by which the public may register complaints.

The governing body must consider a proposed military equipment use policy in open session and may only approve a military equipment use policy if it makes various specific findings regarding the necessity of the military equipment and the lack of reasonable alternatives.

AB 481 also requires any law enforcement agency that receives approval for the use of military equipment to submit annual reports to the governing body regarding the use of the equipment, any complaints received, any internal audits or other information about violations of the military equipment use policy, the cost of such use, and other similar information.

Law enforcement incidents can be unpredictable and complex. In order to de-escalate violent and tense situations, at times special equipment, tools or resources may be necessary to reduce the possibility of harm to community members, individuals directly involved in the incident and officers and increase the likelihood of a positive outcome.

Items identified as "military equipment" include, but are not limited to, unmanned aerial ("Drones") or ground vehicles, bulletproof vehicles, pepper balls, less lethal 40mm projectile launchers and distraction devices. These tools have been tested in the field and are used to help enhance civilian safety, officer safety and reduce the need for escalation of force. They are commonly used by law enforcement and their use is considered best practice.

The Antioch Police Department is committed to using equipment that helps to safeguard the community and reduce the risk of escalating volatile situations. The Department has not discovered other reasonable alternatives for these tools that can achieve the same objectives of community member safety and officer safety as these tools.

The mere presence or communicated use of some of these tools can help to de-escalate a situation prior to the need to utilize them and some items can be used for other purposes, such as drones for missing persons or interior searches of a building.

The proposed Ordinance and Military Equipment Policy 706 provide for safeguards to the public's safety, welfare, and civil rights and ensure transparency, oversight and accountability measures are in place. As examples, the Department will be required to conduct annual audits of the equipment to ensure compliance with the policy, annually report to City Council the use of this equipment, and to seek approval prior to purchasing tools deemed to be "military equipment."

## **ATTACHMENTS**

### **A. Ordinance**

### **B. Antioch Police Department Military Equipment Policy 706**

### **C. Military Equipment Inventory**

**ORDINANCE NO. [REDACTED]**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
ADOPTING ANTIOCH POLICE DEPARTMENT MILITARY EQUIPMENT  
POLICY IN ACCORDANCE WITH ASSEMBLY BILL 481**

**WHEREAS**, on September 30, 2021, Governor Newsom signed into law Assembly Bill ("AB") 481 to address the funding, acquisition, and use of military equipment, as that term is defined by Government Code section 7070(c);

**WHEREAS**, AB 481 requires adoption of a military use equipment policy ("Policy") by the City Council before the Antioch Police Department ("Department") may take action to request military equipment; seek funds (such as grants or in-kind donations) for acquiring military equipment; actually acquire military equipment, either permanently or temporarily by owning, borrowing, or leasing; collaborate with other law enforcement agencies to deploy or use military equipment in the agency's territorial jurisdiction; use new or existing military equipment in a manner not previously subject to AB 481's scope; solicit or respond to a proposal for, or enter into an agreement with, any person or entity to seek funds for, apply for, acquire, use, or collaborate in using military equipment; or to acquire military equipment through any other means not specifically detailed in the statute;

**WHEREAS**, to continue to use military equipment acquired prior to January 1, 2022, the law enforcement agency must commence the process of adopting the Policy no later than May 1, 2022;

**WHEREAS**, in accordance with AB 481, the proposed Policy was made available on the website on the Department website at least thirty (30) days prior to the public hearing by the City Council to adopt the Policy;

**WHEREAS**, once adopted, the Policy will be made publicly available on the Department website for as long as the covered military equipment is available for use;

**WHEREAS**, in accordance with AB 481, the Policy is on the agenda as an open session item at a regular meeting of the City Council, and public comment on the item will be allowed in accordance with the Brown Act; and

**WHEREAS**, this Ordinance shall be reviewed by the City Council at least annually and, based on an annual military equipment report that will be submitted to the City Council pursuant to AB 481, the City Council shall determine whether each type of military equipment identified in the report has complied with the standards for continued approval.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ANTIOCH ORDAINS AS FOLLOWS:**

**SECTION 1. RECITALS**

The City Council finds that all recitals, facts, findings, and conclusions set forth above are true and correct and hereby incorporated by reference.

**SECTION 2. FINDINGS**

Pursuant to Government Code section 7071(d)(1), as may be amended or renumbered from time to time, the City Council hereby makes the following findings in support of its adoption of the Policy:

A. The military equipment identified in the Policy is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety.

B. The proposed Policy will safeguard the public's welfare, safety, civil rights, and civil liberties.

C. If the Department purchases military equipment pursuant to the Policy, the equipment is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

D. Prior military equipment use complied with the military equipment use policy that was in effect at the time, or if prior uses did not comply with the accompanying military equipment use policy, corrective action has been taken to remedy nonconforming uses and ensure future compliance.

**SECTION 3. ADOPTION OF MILITARY EQUIPMENT POLICY**

The City Council hereby adopts the Policy No. 706, Military Equipment Policy, along with any related attachments, which are all attached hereto as Exhibit "A".

**SECTION 4. CEQA.**

The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

**SECTION 5. EFFECTIVE DATE.**

This ordinance shall be effective thirty (30) days from and after its final passage.

**SECTION 6. SEVERABILITY.**

If any section, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court

of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Antioch hereby declares they would have adopted this ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**SECTION 7. PUBLICATION.**

The City Clerk is authorized and directed to cause this ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Section 36933(a) or, to cause this ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code section 36933(c).

\* \* \* \* \*

**I HEREBY CERTIFY** that the forgoing ordinance was introduced and adopted at a regular meeting of the City Council of the City of Antioch, held on the 10th of May 2022, and passed and adopted at a regular meeting thereof, held on the 10<sup>th</sup> day of May 2022, by the following vote:

\* \* \* \* \*

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Lamar Thorpe, Mayor of the City of Antioch**

**ATTEST:**

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**Elizabeth Householder**  
**City Clerk of the City of Antioch**

## Military Equipment

### 706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

#### 706.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

**Governing body** – The elected or appointed body that oversees the [Department/Office].

**Military equipment** – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

## *Military Equipment*

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### **706.2 POLICY**

It is the policy of the Antioch Police Department that members of this [department/office] comply with the provisions of Government Code § 7071 with respect to military equipment.

### **706.3 MILITARY EQUIPMENT COORDINATOR**

The Chief of Police should designate a member of this [department/office] to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying [department/office] equipment that qualifies as military equipment in the current possession of the [Department/Office], or the equipment the [Department/Office] intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Antioch Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
  - 1. Publicizing the details of the meeting.
  - 2. Preparing for public questions regarding the [department/office]'s funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the [department/office] website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the [Department/Office] will respond in a timely manner.

### **706.4 MILITARY EQUIPMENT INVENTORY**

The following constitutes a list of qualifying equipment for the [Department/Office]:

[Insert attachment here]

### **706.5 APPROVAL**

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the [department/office] website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):



## *Military Equipment*

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- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this [department/office].
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

### **706.6 COORDINATION WITH OTHER JURISDICTIONS**

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with their policy.

### **706.7 ANNUAL REPORT**

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the [department/office] website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in [department/office] inventory.

### **706.8 COMMUNITY ENGAGEMENT**

Within 30 days of submitting and publicly releasing the annual report, the [Department/Office] shall hold at least one well-publicized and conveniently located community engagement meeting, at which the [Department/Office] should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

## **MILITARY USE EQUIPMENT**

### **1. Wheeled Armored Vehicle**

A. Description, quantity, capabilities, and purchase cost

- a. International, NAVSTAR, MAXXPRO M1224, Cost \$658,000 (received from military at no cost). Quantity 1.

The MAXXPRO is an armored vehicle that seats 6-10 people and has an open floor plan to aid in rescuing people. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of a shield and personal body armor. The MAXXPRO has increased ground clearance and a heavy duty suspension which allows an emergency response for a number of situations.

B. Purpose

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents.

C. Authorized Use

The use of the MAXXPRO shall only be authorized by an appropriate supervisor or the SWAT commander, based on the specific circumstances of a given critical incident. The MAXXPRO will only be used by officers properly trained in its deployment and in a manner consistent with Antioch Police Policy and training.

D. Expected Lifespan

25 years

E. Fiscal Impact

Annual maintenance cost of approx. \$2000

F. Training

All drivers of the MAXXPRO shall attend formalized instruction and be trained in the operations and driving of this vehicle.

G. Legal and Procedural Rules

Use and procedures regarding this vehicle are contained in Policy 310 & 702.

### **2. Command and Control Vehicle**

A. Description, quantity, capabilities, and purchase cost

- a. 2008 Chevrolet Kodiak 5500Box Truck (custom built) vehicle, cost \$235,000. Quantity 1

A vehicle used as a mobile office that provides shelter, access to department computer systems, and restroom facilities on extended events. Referred to as a Crisis Negotiation Team Vehicle (CNT).

B. Purpose

To be used for critical incidents.

C. Authorized use

The CNT vehicle is to be used by department personnel assigned to the CNT team. Operators of the vehicle will be trained in its operation and handling of the vehicle. All drivers of the vehicle will have a valid driver's license.

D. Expected Lifespan

The CNT vehicle has a 20 year lifespan.

E. Fiscal Impact

Annual maintenance cost of approx. \$2000.

F. Training

Driver's will complete a closed course training block of instruction annually.

G. Legal and Procedural Rules

Driver's will adhere to the rules of the road as stated in California State law and Policy section 702.

### **3. Unmanned Aircraft Systems (UAS)**

A. Description, quantity, capabilities, and purchase cost

- a. DJI Mavic 2 Enterprise Advanced, cost \$6,500 each. Quantity 6  
UAS that weighs approx. 907 grams and can record video and capture photos. Has lights and speakers and a thermal camera.
- b. DJI Mavic 2 Dual, cost \$ 3,350 each. Quantity 2  
UAS that weighs approx. 900 grams and can record video and take pictures. Has a thermal camera, lights, and speaker.
- c. DJI Mavic Enterprise Zoom, cost \$1,500 each. Quantity 5  
UAS that weighs 900 grams and can record video and take photos. Has lights, a speaker, and can track flight paths.
- d. DJI Air 2, cost \$800 each. Quantity 4  
UAS that weighs approx. 570 grams and can record videos and take pictures.
- e. DJI Mavic Air, cost \$500 each. Quantity 6  
UAS that weighs 430 grams and can record video and take pictures.
- f. DJI Mini 2, cost \$450 each. Quantity 2  
UAS that weighs 249 grams and can record video and take pictures. Can track flight paths.

B. Purpose

To be used when its views and functions can assist officers with the following situations:

- a. Major collision investigations
- b. Searching for missing persons
- c. Natural disaster management
- d. Crime scene documentation
- e. SWAT, tactical, CNT, or other public safety and life preservation situations
- f. In response to requests from local, state, or federal fire personnel in response to fire evacuation, prevention, or response.

C. Authorized use

Only assigned operators who have completed the required training shall be permitted to operate APD UAS, defined by policy section 341.

D. Expected Lifespan

UAS' have a lifespan of 2-3 years depending on usage.

E. Fiscal Impact

Annual maintenance and battery replacement cost is approx. \$7,500.00.

F. Training

All UAS operators are licensed by the Federal Aviation Administration for UAS operation. Operators must also attend POST certified classes in UAS operation.

G. Legal and Procedural Rules

Use established under policy 341 and FAA Regulation 14 CFR Part 107.

#### 4. Specialized Firearms and Ammunition

A. Description, quantity, capabilities, and purchase cost

A. Colt AR-15 rifle, Cost \$1,400 each. Quantity 41

B. M4 AR-15 rifle, Cost \$1,400 each. Quantity 6

C. Colt Commando SB (short barrel) rifle, Cost \$1,250 each. Quantity 4

The above listed rifles are fired from shoulder level, having a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over long distances. They are more powerful and accurate than a pistol, light weight, air cooled, gas operated, and magazine fed. There is no expiration dates, as the rifles can be serviced and replaced depending on the failure. The listed rifles are lethal options designed to stop violent encounters. They give the operator the ability to penetrate soft body armor being worn by an individual.

D. H&K UMP, Cost \$1,500 each. Quantity 5

The UMP is a lightweight and compact firearm designed to give officers better control inside confined spaces within structures and more accuracy than a standard issue pistol.

E. Remington 700 bolt action rifle, Cost \$2,000 each. Quantity 5

The Remington 700 is a long barreled bolt action rifle. It has a long spirally grooved barrel intended to make bullets spin and thereby have greater accuracy over long distances. They are more powerful and accurate than a pistol and standard rifle. The 700 is a precision rifle used for stopping an armed individual at a safe distance. The 700 rifle gives the operator the ability to penetrate body armor as well as objects if need be.

F. Federal brand .223 caliber rifle ammunition, Cost \$300/ case. Quantity 42 cases.

Federal brand .223 ammunition is the primary ammunition used in all AR-15 based rifles. It is also used in training.

G. Ruag brand .308 caliber rifle ammunition, Cost \$ 620/case. Quantity 13 cases.

Ruag brand .308 ammunition is the primary ammunition used in the Remington 700 bolt action rifle. The department utilizes two types of Ruag ammunition, one for training/target and the other for duty.

B. Purpose

To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

C. Authorized use

Only members that are POST certified are authorized to use a rifle.

D. Expected Lifespan

Rifles – No expiration

Ammunition – No expiration

E. Fiscal Impact

Annual maintenance is approx. \$50 for each rifle.

F. Training

In order to use a rifle, officers must attend a POST certified rifle course or the FBI certified rifle course.

G. Legal and Procedural Rules

It is the policy of the Antioch Police Department to utilize Specialized Firearms for official law enforcement purposes, and pursuant to State and Federal law regarding the use of force and Policy 300.

## **5. Projectile Launch Platforms and Projectiles**

A. Description, quantity, capabilities, and purchase cost

a. Penn Arms Model L140-4, Cost \$900 each. Quantity 15.

The L140-4 is a 40mm compact single-shot break-open frame launcher with a rifled barrel and folding stock. This launcher has a double-action trigger, trigger lock push button and hammer lock safeties. Designed for deploying less lethal projectiles.

b. Projectiles

i. CTS direct impact sponge round, Cost \$ 35.00 each. Quantity 75  
Lightweight plastic and foam projectile.

ii. CTS Frangible CS round, Cost \$ 30.00. Quantity 40

Crushable foam projectile which contains a small amount of OC irritant.

iii. CTS Ferrett round, Cost \$ 21.00, Quantity 110

Hard plastic projectile used to penetrate barriers to introduce a small amount of chemical agent.

B. Purpose

To limit the escalation of conflict where use of lethal force is prohibited or undesirable. It's purpose is to minimize risk to all parties through pain compliance, temporary discomfort and/or incapacitation of potentially violent or dangerous individuals.

C. Authorized use

Situations for use of the lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals
- ii. Riot/crowd control and civil unrest
- iii. Circumstances where a tactical advantage can be obtained
- iv. Potentially vicious animals
- v. Training exercises or approved demonstrations.

D. Expected Lifespan

L140-4 no expiration

All munitions have a shelf life of 5 years

E. Fiscal Impact

Annual maintenance of the L140-4 is approx. \$50.00 each. The purchase of new munitions annually approx. \$900- \$2000.

F. Training

40 mm instructors attend a POST certified course and instruct users within the department on its use and capabilities.

G. Legal and Procedural Rules

Use is established through Antioch Police Department Policy 302.

**6. Firearm and Firearm accessories**

A. Description, quantity, capabilities, and purchase cost

- a. Remington 870 Less lethal Shotgun, Cost \$350.00. Quantity 2

The 870s are older APD shotguns that have been retrofitted and repurposed to assist in deploying gas canisters. This delivery system aids officers in maintaining space between officers and individuals reducing the immediacy of a threat.

- b. CTS LC5 Launching Cups, Cost \$265.00. Quantity 4

Launching cups are designed to work with the 870 shotguns to introduce gas canisters into an environment.

- c. CTS 2600 12 gauge launch cartridge, Cost \$5.00. Quantity 50

Cartridge used to launch the cup from 870 shotgun.

B. Purpose

To limit the escalation of conflict where use of lethal force is prohibited or undesirable. It's purpose is to minimize risk to all parties through temporary discomfort and/or incapacitation of potentially violent or dangerous individuals.

C. Authorized use

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals
- ii. Riot/crowd control and civil unrest
- iii. Circumstances where a tactical advantage can be obtained
- iv. Potentially vicious animals
- v. Training exercises or approved demonstrations.

D. Expected Lifespan

Remington 870 no expiration

Launching cups 25 years

Launch cartridge no expiration

E. Fiscal Impact

No annual maintenance and launching cups and cartridges are purchased as needed at approx. cost of \$225-\$1400 per year.

F. Training

Officers are required to attend a POST certified course in chemical agents.

G. Legal and Procedural Rules

Use is established in Antioch Police Policy 302.

**6. Diversionary Devices**

H. Description, quantity, capabilities, and purchase cost

- a. CTS Flashbang (single use) #7290, Cost \$ 37.00. Quantity 94

Diversionsary device that emits loud "bang" and flash of light.

- b. CTS Flashbang (triple single) #7290-3, Cost \$104.00. Quantity 9  
Diversionsary device that emits loud "bang" and flash of light three times.

Diversionsary devices create loud sound and a bright flash to temporarily divert the attention of individuals in the immediate area. They are used to distract and temporarily incapacitate dangerous individuals by overwhelming their sense of vision and hearing. This distraction allows officers to seize a moment of opportunity to take control of high risk situations.

I. Purpose

- J. To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.

K. Authorized use

Diversionsary Devices shall only be used:

- a. By officers trained in their proper use
- b. In hostage and barricaded suspect situations
- c. In high risk warrant (search/arrest) services where there may be extreme hazards to officers
- d. During other high-risk situations where their use would enhance officer safety
- e. During training exercises

L. Expected Lifespan

Until used

M. Fiscal Impact

No annual maintenance, purchased as needed approx. \$1239.00 - \$2500.00

N. Training

Officers will attend POST certified training in diversionsary devices.

O. Legal and Procedural Rules

Use is established in Antioch Police Policy 302.

## 6. Chemical Agent and Smoke Canisters

A. Description, quantity, capabilities, and purchase cost

- a. CTS CS Baffled Grenade #5230B, Cost \$ 34.00. Quantity 40  
Pyrotechnic grenade designed for indoor use delivering a maximum amount of irritant smoke throughout multiple rooms with minimal risk of fire. Can be hand thrown or launched with the 870 shotgun.
- b. CTS CS Smoke Canister #8230, Cost \$ 19.00. Quantity 65  
The smallest diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically designed for outdoor use and should not be deployed on rooftops. Can be hand thrown or launched.
- c. CTS Smoke Canister 5230, Cost \$ 32.00. Quantity 50  
Large diameter burning grenade that discharges a high volume of smoke and chemical agent through multiple emission ports. Specifically for outdoor

use and should not be deployed on rooftops, in crawl spaces or indoors due to potential fire hazard. Can be hand thrown or launched.

B. Purpose

To limit the escalation of conflict where use of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to:

- A. Self-destructive, dangerous and/or combative individuals
- B. Riot/crowd control and civil unrest
- C. Circumstances where a tactical advantage can be obtained
- D. Potentially vicious animals
- E. Training exercises or approved demonstrations

C. Authorized use

Only officers who have completed a POST certified course in chemical agents are authorized to use chemical agents listed in this section.

D. Expected Lifespan

Shelf life of 5 years

E. Fiscal Impact

No annual maintenance costs, purchased as needed \$770.00-\$2000.00

F. Training

Officers utilizing chemical agent canisters must be certified by POST in chemical agents.

G. Legal and Procedural Rules

Use is established in Antioch Police Policy 302.





## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

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

**REVIEWED BY:** Carlton Thompson, Assistant City Engineer *CT*

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

**SUBJECT:** Public Hearing on the Proposed Ordinance Amendment of Section 4-5.411.1(C) of the Antioch Municipal Code Authorizing Enforcement of the California Vehicle Code to Privately Owned Roads within the Laurel Ranch Subdivision (PW 698)

---

### **RECOMMENDED ACTION**

It is recommended that the City Council introduce, waive the first reading, and read by title only the proposed amendment to the City's Municipal Code attached hereto as Attachment A.

### **FISCAL IMPACT**

There is no fiscal impact associated with this action.

### **DISCUSSION**

The proposed amendment would authorize enforcement of the California Vehicle Code to privately owned roads within the planned Laurel Ranch subdivision. California Vehicle Code (CVC) Section 21107.7 allows a city to authorize the provisions of the CVC be enforced on privately owned and maintained roads near or connected to public highways.

The City has received a petition (Attachment B) from KB Home (the "Owner") requesting that the provisions of the CVC Section 21107.7 be applied to the roads in their community. All roads within the planned Laurel Ranch subdivision are to be privately owned and maintained by the Laurel Ranch Residential Owners Association (the "Association"). The Owner is in process of forming the Association.

Pursuant to California Vehicle Code Section 21107.7, the City Council must hold a public hearing with regard to this petition and provide 10 days' written notice of the City Council's hearing to all owners.

CVC Section 21107.7 further requires that the City Council find and declare that respective privately owned and maintained roads are not generally held open for use of

the public for purposes of vehicular travel but, by reason of their proximity to or connection with highways, the interests of any residents residing along the roads and the motoring public will best be served by application of the provisions of this code to those roads.

Upon enactment of the ordinance, the CVC would apply to the privately owned and maintained roads, "if appropriate signs are erected at the entrance to the road of the size, shape, and color as to be readily legible during daylight hours from a distance of 100 feet, to the effect that the road is subject to the provisions of [the California Vehicle Code.]" (California Vehicle Code Section 21107.7.)

The City may also "impose reasonable conditions and may authorize the owners, or board of directors of the common interest development, to erect traffic signs, signals, markings, and devices which conform to the uniform standards and specifications adopted by the Department of Transportation." (California Vehicle Code Section 21107.7.)

#### **ATTACHMENTS**

- A. Ordinance
- B. Petition

## ATTACHMENT "A"

### ORDINANCE NO. \*\*-C-S

#### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH AMENDING SECTION 4-5.411.1(C) OF THE ANTIOCH MUNICIPAL CODE AUTHORIZING ENFORCEMENT OF THE CALIFORNIA VEHICLE CODE TO PRIVATELY OWNED ROADS WITHIN THE LAUREL RANCH SUBDIVISION (PW 698)

**WHEREAS**, California Vehicle Code Section 21107.7 allows a city to authorize those provisions of the California Vehicle Code be enforced on privately owned and maintained roads near or connected to public highways;

**WHEREAS**, compliance with California Vehicle Code Section 21107.7, including the submission to the City of a petition by KB Home (the "Owner") requesting that the provisions of the California Vehicle Code Section 21107.7 be applied to the roads in their community, is a condition of approval of the Laurel Ranch subdivision; and

**WHEREAS**, the City Council has received a petition from the Owner requesting that the provisions of the California Vehicle Code Section 21107.7 be applied to the roads in their community; and

**WHEREAS**, the roads within the subdivision known as Laurel Ranch are to be privately owned and maintained by the Laurel Ranch Residential Owners Association (the "Association"); and

**WHEREAS**, a public hearing on the matter has been conducted and notice of such hearing was sent to all owners of in the Association in accordance with California Vehicle Code Section 21107.7; and

**WHEREAS**, the City Council does hereby find and declare that the aforementioned privately owned and maintained roads are not generally held open for use of the public for purposes of vehicular travel but, by reason of their proximity to or connection with highways, the interests of any residents residing along the roads and the motoring public will best be served by application of the provisions of the California Vehicle Code to those roads.

**NOW, THEREFORE**, the City Council of the City of Antioch, California, does hereby ordain as follows:

**SECTION 1. Recitals.** The above recitals are incorporated as though set forth in this section.

**SECTION 2. Amendment.** Section 4-5.411.1(C) of the Antioch Municipal Code is hereby added to read in full as follows:

A1



**ORDINANCE NO. \*\*-C-S**

May 10, 2022

Page 2

(C) The following privately owned streets are designated for enforcement:

- (1) Madrid Lane;
- (2) Alleyways of the Contra Loma Estates Complex;
- (3) Alleyway immediately westerly of Antioch Police Facility which intersects with W. 4th Street;
- (4) All streets within the Laurel Ranch subdivision (PW 698)

**SECTION 3. Severability.** If any section, subsection, provision or part of this ordinance, or its application to any person or circumstance, is held to be unconstitutional or otherwise invalid, the remainder of this ordinance, and the application of such provision to other person or circumstances, shall not be affected thereby and shall remain in full force and effect and, to that end, the provisions of this ordinance are severable.

**SECTION 4. CEQA.** The above amendments to the City's Municipal Code are not considered a project under the California Environmental Quality Act under the general exemption [CEQA Guidelines §15061(b)(3)] because the proposed amendments will not have a direct or reasonably foreseeable indirect physical change or effect on the environment.

**SECTION 5. Publication; Effective Date.** This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption and shall be published once within fifteen (15) days upon passage and adoption in a newspaper of general circulation printed and published in the City of Antioch.

\* \* \* \* \*

A2

**ORDINANCE NO. \*\*-C-S**

May 10, 2022

Page 3

**I HEREBY CERTIFY** that the foregoing resolution was introduced at a regular meeting of the City Council held on the 10<sup>th</sup> day of May, 2022 and adopted as an ordinance of the City of Antioch at a regular meeting of the City Council held on the 10<sup>th</sup> day of May, 2022 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

**Lamar Thorpe,**  
**Mayor of the City of Antioch**

**ATTEST:**

---

**Elizabeth Householder,**  
**City Clerk of the City of Antioch**

A3

## ATTACHMENT "B"

PETITION OF KB Home, North Bay LLC REQUESTING CITY  
ENFORCEMENT OF PRIVATE STREETS

THIS PETITION OF KB Home, North Bay LLC REQUESTING CITY  
ENFORCEMENT OF PRIVATE STREETS ("Petition") is dated this 5th day of,  
April, 2022.

WHEREAS, California Vehicle Code Section 21107.7 allows a city to authorize that provisions of the California Vehicle Code be enforced on privately owned and maintained roads near or connected to public highways;

WHEREAS, the planned roads within the subdivision known as Laurel Ranch are privately owned and maintained by Laurel Ranch Residential Owners Assn (the "Developer"); and

WHEREAS, compliance with California Vehicle Code Section 21107.7, including the submission to the City of a petition by the Developer requesting that the provisions of the California Vehicle Code Section 21107.7 be applied to the privately owned and maintained roads in the Developer's community, is a condition of approval of the Laurel Ranch subdivision; and

WHEREAS, the Developer submits this Petition to request that the City of Antioch, a municipal corporation ("City"), authorize the California Vehicle Code to be enforced on the Developer's privately owned and maintained roads, which roads are shown in **Attachment A**, attached hereto and incorporated herein by reference, pursuant to California Vehicle Code Section 21107.7.

NOW, THEREFORE, BE IT RESOLVED that this Petition was adopted by the Developer on the 5th day of, April, 2022.

BE IT FURTHER RESOLVED, that the decision to file this Petition with the City was made by the "majority of the owners" of the privately owned and maintained roads shown in Attachment A in accordance with California Vehicle Code Section 21107.7 because the Developer is the only owner of such roads.

BE IT FURTHER RESOLVED, that the Developer finds that the privately owned and maintained roads shown in **Attachment A** are in proximity to public streets, roads and highways, and that by reason of said proximity, the interest of any residents residing along the roads and the motoring public will best be served by application of the California Vehicle Code to those roads.

BE IT FURTHER RESOLVED, that the Developer hereby requests that the City, by ordinance or resolution, find and declare that the Developer's privately owned and maintained roads shown in **Attachment A** are not generally held open for use of the public for purposes of vehicular travel but, by reason of their proximity to or connection with highways, the interests of any residents residing along the roads and the motoring public will best be served by application of the California Vehicle Code to those roads.

BI

BE IT FURTHER RESOLVED, that the Developer acknowledges and understands that the City may impose reasonable conditions and may authorize the Developer to erect traffic signs, signals, markings, and devices which conform to the uniform standards and specifications adopted by the Department of Transportation and/or City regulations governing the same.

BE IT FURTHER RESOLVED, that the Developer acknowledges and understands that, upon enactment of the ordinance or resolution, the California Vehicle Code shall apply to the privately owned and maintained roads shown in **Attachment A**, if appropriate signs are erected pursuant to California Vehicle Code Section 21107.7.

KB HOME North Bay LLC

April 5, 2022

Date



Kevin Fredrickson, VP Land





**CERTIFICATE OF SECRETARY  
KB HOME NORTH BAY LLC**

I, Tony Richelieu, do hereby certify that I am the duly elected, qualified and acting Secretary of KB HOME North Bay LLC, a Delaware limited liability company (this "Company").

I do further certify that the resolutions attached hereto as Exhibit "A" are a true and complete representation of such resolutions that were duly adopted by the unanimous written consent of the Sole Member of this Company as of September 30, 2020, and that said resolutions have not been rescinded, modified or revoked, and are in full force and effect.

WITNESS MY HAND this 30<sup>th</sup> day of September, 2020.

By: Tony Richelieu  
Tony Richelieu  
Secretary



EXHIBIT "A"  
KB HOME NORTH BAY LLC  
RESOLUTIONS ADOPTED AS OF SEPTEMBER 30, 2020

Signing Authority

RESOLVED . . . , that the following resolutions shall supersede and replace any and all resolutions previously adopted with respect to the powers and authority herein granted including, but not limited to, resolutions adopted as of June 15, 2020, and any such prior authority is hereby revoked and restated in its entirety as follows:

RESOLVED FURTHER, that the following officers and/or employees of this Company are authorized to act on behalf of this Company; provided, however, that such authority shall be limited to such authority as may be provided herein below and to other ordinary course of business transactions relating to the operations of this Company as indicated hereinbelow:

Oren Hershkovich	President
Robert McGibney	Executive Vice President [Regional President]
Kevin Fredrickson	Vice President, Land and Forward Planning
Heather Mercer	Vice President, Purchasing
Josh Sahner	Vice President, Construction and Customer Service
Michael MacDonald	Assistant Secretary [Regional Counsel]
Stephene Cain	Escrow Manager
Diana Moore	Marketing Manager
Nicole Cooper	Director, Sales
Lori Wilson	Director, Finance

RESOLVED FURTHER, that the following persons be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity (which, for these purposes is (a) any limited liability company in which this Company is the sole member and (b) any partnership in which this Company is the general partner) to execute, acknowledge and deliver any and all documents deemed by such person to be necessary or appropriate in connection with the acquisition, disposition, and development of bulk parcels of real property by this Company and any Company Entity, including, but not limited to, land purchase and sale agreements, amendments, assignments, escrow instructions, grant deeds, promissory notes, deeds of trust, maps, and related agreements and documents:

Any one of:

Oren Hershkovich  
Robert McGibney

Any two acting together:

Kevin Fredrickson  
Josh Sahner  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Company's and any Company Entity's project forward planning and entitlement activities including but not limited to, entitlement applications, subdivision improvement agreements, builder's certification of plans, specifications and site plans, easements, development agreements, declarations of covenants, conditions and restrictions, recorded notices, notices of commencement, permit applications, subdivision and tract maps and exhibits thereto and supporting documents, applications or other filings required to be filed with the Department of Real Estate of California, condominium plans, consultant agreements, and project bonds:

Oren Hershkovich  
Robert McGibney  
Kevin Fredrickson  
Josh Sahner  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any and all documents deemed by such person necessary or appropriate in connection with this Company's and any Company Entity's land improvement and development activities including but not limited to, builder's certification of plans, specifications and site plans, notices of commencement, permit applications, land development subcontracts, materials and supply contracts, and utility contracts:

Oren Hershkovich  
Robert McGibney  
Kevin Fredrickson  
Heather Mercer  
Josh Sahner  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver all contracts (including purchase and sale agreements, amendments, addendums and other ancillary documents forming a part of the contract), reservation agreements, escrow instructions, grant deeds, notes, warranties, and other agreements and documents necessary or appropriate with respect to the sale and conveyance of title to residential dwellings standing in the name of this Company and any Company Entity, including, but not limited to, any and all documents required by the Department of Housing and Urban Development, documents necessary to qualify for government or quasi-government sponsored loan programs including, but not limited to, developer, buyer and seller certifications, and other documents and instruments appropriate to cause this Company and any Company Entity to transfer and convey such real property and related assets:

Oren Hershkovich  
Robert McGibney  
Lori Wilson  
Stephene Cain\*  
Nicole Cooper\*

; provided, that each person designated by an asterisk in this resolution, if any, is authorized to sign warranties/grant deeds only with at least one additional person whose name is not designated by an asterisk;



RESOLVED FURTHER, that any one of the following persons, acting alone, be, and each hereby is, authorized and empowered for and on behalf and in the name of this Company and any Company Entity, to take all actions and to execute, deliver, file and record any and all certificates, instruments, agreements and documents as may be required or as such officer may deem necessary, advisable or proper, in connection with the financing of this Company's or any Company Entity's land improvement and development activities, including the public facilities necessary to serve such development and/or the impact fees associated with such development, including, but not limited to, (a) the formation of assessment districts or community facilities districts pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, the Municipal Improvement Act of 1913, as amended, the Improvement Bond Act of 1915, as amended, or any other comparable or similar statute or regulation; (b) authorizing the levy of assessments or special taxes against the real property of this Company or any Company Entity by any such assessment district or community facilities district; and (c) authorizing the issuance of bonds by any such assessment district or community facilities district secured by a first pledge of the proceeds of the special taxes or assessments levied on the real property of this Company or any Company Entity:

Oren Hershkovich  
Robert McGibney  
Kevin Fredrickson  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any and all documents deemed by him to be necessary or appropriate in connection with this Company's and any Company Entity's sales, marketing and real property management activities, including, but not limited to, master service agreements, vendor agreements, independent contractor sales agreements and supporting documents and offers of employment with this Company and any Company Entity for sales personnel:

Oren Hershkovich  
Robert McGibney  
Kevin Fredrickson  
Josh Sahner

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any and all master subcontract agreements, material purchase agreements, subcontract work agreements, and related documents with respect to the construction of improvements on real property:

Oren Hershkovich  
Robert McGibney  
Kevin Fredrickson  
Heather Mercer  
Josh Sahner  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver master consultant agreements, and related documents with respect to development of real property:

Oren HersHKovich  
Robert McGibney  
Kevin Fredrickson  
Heather Mercer  
Josh Sahner  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any and all documents required in connection with this Company's and any Company Entity's customer service and new home warranty activities and other related business operations including, but not limited to, settlement agreements, purchase orders and subcontracts for labor and materials:

Oren HersHKovich  
Robert McGibney  
Heather Mercer  
Josh Sahner

RESOLVED FURTHER, that any of the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver documents establishing bank accounts, financing arrangements and other ordinary course banking and financial arrangements:

Oren HersHKovich  
Robert McGibney  
Lori Wilson

RESOLVED FURTHER, that the following persons, acting alone, be, and each hereby is, authorized and empowered on behalf and in the name of this Company and any Company Entity to execute, acknowledge and deliver any and all documents required in connection with this Company's and any Company Entity's studio and showroom sales activities and related business operations:

Oren HersHKovich  
Robert McGibney  
Heather Mercer  
Diana Moore

RESOLVED FURTHER, that the following person(s), acting alone, be, and each hereby is, authorized and empowered to act on behalf of this Company in its capacity as a member of any limited liability company or as a partner of any partnership in which this Company owns an interest:

Oren HersHKovich  
Robert McGibney

RESOLVED FURTHER, that Oren Hershkovich, President of this Company, and Robert McGibney, Executive Vice President [Regional President] of this Company be, and each hereby is, authorized, empowered and directed, for and on behalf of this Company and any Company Entity, to take such further actions and to do all such further things which he may deem necessary and appropriate to accomplish the purpose and to effectuate the intent of any of the foregoing resolutions with respect to this Company and any Company Entity.

RESOLVED FURTHER, that any and all documents executed or actions undertaken by any officers or employees listed in the foregoing resolutions between June 15, 2020 and the date hereof substantively within the scope of their authority as designated above be, and they hereby are, ratified, confirmed and approved.



CITY OF  
**ANTIOCH**  
CALIFORNIA

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

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

**SUBJECT:** Recreational Vehicle Permitting Update

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**RECOMMENDED ACTION**

It is recommended that the City Council:

1. Receive the information on Recreational Vehicle Permits; and
2. Provide direction to staff.

**FISCAL IMPACT**

The enforcement of current recreational vehicle codes requires staff time and expense. All cases are responded to and, like other violations, recreational vehicle code violations occasionally result in minimal citation revenue. Any forthcoming change will not have a substantial fiscal impact.

**DISCUSSION**

On February 22, 2022, the City Council received a presentation on the current regulations affecting the parking of recreational vehicles (RV) on private residential property. In summary, an RV may only be parked on private residential property if it is either:

- a) Parked outside of the front yard in either a side or rear yard, and on an improved surface,
- b) Parked temporarily for the purpose of loading/unloading for a period of no more than 24 hours,
- c) The sole means of transportation for its owner, or
- d) Registered with the City of Antioch.

Registration of the recreational vehicle is limited by the Municipal Code with the following restrictions:

1. Registration was only available for the first six months following adoption of the ordinance, which formally ended April 30, 2008.
2. Each owner could register one vehicle.

3. The vehicle must be parked on a paved surface (not asphalt or gravel) and could not encroach on or overhang the public sidewalk.
4. The registration was specific to the owner at that time. It could not be transferred to a different property or to a different owner. The registered owner could update the registration if a new recreational vehicle was acquired.
5. The registrant had to be a resident of Antioch and a resident or owner of the property where the recreational vehicle was stored.
6. Upon sale of the property or change of tenant, the registration would be invalidated.

A copy of the Antioch Municipal Code Section 5-1.201.1, *When Storage of a Recreational Vehicle is a Public Nuisance*, is included as Attachment A.

### **ANALYSIS**

Following discussion and receipt of public testimony on February 22, 2022, the City Council continued the discussion so that staff could retrieve information and data regarding the effectiveness of the current registration program.

The Recreational Vehicle (RV) Permit program was established in the Antioch Municipal Code and allowed owners or renters to apply for a RV Permit from October 23, 2007 until April 30, 2008. During this time, the City of Antioch issued 445 RV Permits. From May 1, 2008 until May 13, 2009, the program was evidently continued, and an additional 519 RV Permits were issued. By the end of this initial period, a total of 964 RV Permits had been issued.

Since 2009, the City of Antioch has issued an additional 352 replacement RV Permits. In each case, the new RV Permit was issued for a replacement vehicle as permitted by Section 5-1.201.1(D)(3) of the Antioch Municipal Code. In each case, the prior RV Permit was voided. An additional 19 RV Permits were voided or surrendered for other reasons.

The City of Antioch currently recognizes a total of 946 RV Permits. A survey of 100 (9.6%) of these RV Permits was conducted to determine if they were being used in compliance with the Antioch Municipal Code and permit requirements. Just 24 of the 100 addresses still contained an RV – the remaining 76 are presumed to either no longer have an RV, have changed ownership/renter, or were using the RV at the time of the survey. Based on the results of this survey, staff estimates that 227 (24%) of the 946 issued RV Permits are still in use as originally issued. It is likely that people who moved or sold their RV did not notify the City to surrender their RV Permit and the City has not proactively monitored active RV Permits.

The City Council is asked to provide direction on the future of the RV Permit program. The following options are provided for the benefit of the City Council, but other options remain available.

1. Allow Recreational Vehicles: Under this option, the Antioch Municipal Code (AMC) would be amended to eliminate the restrictions that are specific to the storage of RVs. Instead, the restrictions that apply to the storage of regular automobiles would apply to RVs. All RVs stored in the front yard would have to be registered and operable and could not overhang the sidewalk or create a corner visibility obstruction.

Under this option, all residents would be able to store an RV on the property if it could meet the basic automobile storage standards. A separate RV permit would not be required. Residents would still be bound by private homeowner's association requirements and, like automobiles, RVs would need to be stored on an improved surface of pavement or gravel. Staff would return with a formal ordinance amendment to the Antioch Municipal Code for formal consideration and adoption.

2. Expand Registration Process: Under this option, the RV Permit process would be revised to allow for issuance of additional permits and improved process to avoid the problems encountered with the current process. The new RV Permit would be available to all residents and would require a formal application and fee. The City could impose new requirements for the storage of RVs, such as requiring covers, paved surfaces, site design restrictions, and/or require annual renewal of RV Permits.

This option would require additional staff resources in the Code Enforcement Division and Finance Department and an ongoing staff commitment to monitor and enforce the permitting process. The Code Enforcement Division would need to prioritize this effort over others to ensure that it is properly enforced. Staff would need to return with an ordinance to amend the Antioch Municipal Code.

3. Continue Current Process: Under this option, the current code language would be unchanged and enforcement would continue. RVs would remain prohibited in the front yard, except for the remaining registered cases that would be allowed. Code Enforcement efforts against unpermitted RVs would resume. Staff would continue to respond to large complaints and would pursue monitoring of remaining RV Permits and enforcement against unpermitted RVs.

Staff requests that the City Council consider the background information, public testimony and the options offered, and provide direction to staff on how it would like to proceed.

## **ATTACHMENT**

### A. Antioch Municipal Code Section 5-1.201.1



## ATTACHMENT A

### § 5-1.201.1 WHEN STORAGE OF A RECREATIONAL VEHICLE IS A PUBLIC NUISANCE

It is hereby declared a public nuisance for any person owning, leasing, occupying, or having charge or possession of any premises in the City to park or store any recreational vehicle, including but not limited to, a trailer, boat, fifth-wheel trailer, motorhome, motorized cart, tent trailer, travel trailer, utility trailer, travel coach, bus, unmounted camper shell, or other mobile recreational equipment or watercraft or any empty trailer intended for or capable of carrying any of the above, in any front or side yard in a residential district, including the driveway, subject only to the following exceptions:

(A) Recreational vehicle is parked or stored in a side or rear yard, on an improved surface (concrete, asphalt, pavers or gravel) and behind a legally constructed opaque fence not less than six feet in height; or

(B) For the purpose of loading or unloading not to exceed 24-hours before or after a trip using the recreational vehicle with a trip not referring to daily use of a recreational vehicle but to an extended use requiring additional preparation time; or

(C) Recreational vehicle is the sole means of transportation for occupants of the dwelling; or

(D) Recreational vehicle owners who have their recreational vehicle parked in the front yard, including the driveway, at the time of the effective date of this section and who meet the following requirements:

(1) Each owner may register one recreational vehicle with the City within six months of the effective date of this chapter, including submittal of documentation and payment of any applicable application or processing fees.

(2) The parking of such recreational vehicle shall be on an improved surface of concrete or pavers but not of asphalt or gravel and shall not encroach in the sidewalk or roadway or violate any other requirements of the Municipal Code. The recreational vehicle, if covered, shall be with a tight-fitting, single cover. The recreational vehicle shall not be parked parallel to the front of the house.

## **ATTACHMENT A**

(3) The registration shall pertain to the registrant of the recreational vehicle and not the vehicle itself or the real property. If the vehicle is sold, then the registration is not applicable to that vehicle, but the owner may register a replacement vehicle.

(4) The owner of the recreational vehicle must be an Antioch resident, and a resident or owner of the property where the vehicle is stored.

(5) Upon sale of the property, no further recreational vehicle storage shall be allowed in the front yard, including the driveway.

(6) Upon termination of tenancy, no subsequent tenant shall be allowed to store a recreational vehicle in the front yard, including the driveway.

(Ord. 2002-C-S, passed 10-23-07)




## STAFF REPORT TO THE CITY COUNCIL

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager

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

**SUBJECT:** Unhoused Resident Services - Fall 2022 Cycle State of California Homekey Program and Executive Inn Located at 515 East 18<sup>th</sup> Street

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### **RECOMMENDED ACTION**

It is recommended that the City Council receive the presentation and adopt the resolution:

- 1) Authorizing the City to pursue State of California Homekey Program funding for housing opportunities associated with the Executive Inn located at 515 East 18<sup>th</sup> Street;
- 2) Pledging the 5 year City commitment of a subsidy estimated at \$12.3 million dollars in local funds; and
- 3) Authorizing pursuit of the public procurement process to identify an experienced developer partner to assist with financing, development, long term ownership and operations of the future Homekey site.

### **FISCAL IMPACT**

With Homekey financing, an enforceable funding commitment is required for the first five years of capital and operating expenses incurred over a 15-year time horizon. The enforceable funding commitment is a subsidy that obligates the City to expend local funds that match Homekey resources.

The City's financial commitment is estimated at \$12.3M for interim housing over the first five years of the project. Funding for ongoing operations for the remainder of the regulatory period will need to be identified. To the extent the developer and City can work collectively to secure additional capital and operating funding, the City commitment may be reduced. A five year projection of the General Fund indicates that expenditure of \$12.3M would deplete the reserves and budget stabilization fund in FY 2027.

At the City Council meeting on April 12, 2022, \$5.7M in American Rescue Plan Act (ARPA) funds were allocated for a two year Non-Congregate Bridge Housing pilot initiative. Reducing the initial lease term would enable the City to apply these funds to the Homekey interim housing model.

### **DISCUSSION**

A presentation on the State of California's Homekey Program was provided to the City Council at a regular meeting on February 22, 2022. City staff was directed to evaluate several scenarios within the context of Homekey financing requirements. The scenarios considered were the Executive Inn, several City owned parcels and a commercial property yet to be acquired.

At the City Council meeting on April 26, 2022, questions were raised about the approach to evaluating potential sites. Interest was advanced in revisiting the selection process and a preferred site or sites.

At this time, City staff requests that the City Council reconsider authorization of the Homekey application for the referenced property, the commitment of local funds and the initiation of a developer partner solicitation.

### **ATTACHMENTS**

- A. Resolution
- B. Powerpoint presentation slides presented on April 26, 2022
- C. General Fund Projections prepared by Finance Director Dawn Merchant

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH  
AUTHORIZING THE CITY TO PURSUE STATE OF CALIFORNIA'S HOMEKEY  
PROGRAM FUNDING, PLEDGE A LOCAL COMMITMENT OF A 5 YEAR SUBSIDY  
ESTIMATED AT 12.3 MILLION DOLLARS, INITIATE A FORMAL SOLICITATION OF  
A DEVELOPER PARTNER FOR THE SUBJECT PROPERTY LOCATED AT 515  
EAST EIGHTEENTH STREET IN ANTIOCH, CALIFORNIA**

**WHEREAS**, the City of Antioch is seeking to pursue strategies that both respond to the needs of Antioch's unhoused residents and community concerns about homeless encampments;

**WHEREAS**, on February 22, 2022, the City Council received a presentation regarding potential pursuit of State of California Homekey financing opportunities;

**WHEREAS**, an evaluation of various scenarios ensued to determine alignment with the anticipated Fall 2022 Homekey Program Notice of Funding Availability;

**WHEREAS**, the City previously solicited a Request for Proposals for a Motel Occupancy Agreement Program to Shelter Unhoused Residents and the Homekey requirement of site control can be secured with a lease that includes an option to purchase provision;

**WHEREAS**, the City Council recognizes that an experienced partner is critical to secure funding and supports the formal solicitation of a developer partner to provide housing that addresses unhoused resident needs;

**WHEREAS**, when coupled with an experienced developer partner, the Executive Inn located at 515 East Eighteenth Street is a competitive site for Homekey funding because the property can be renovated and occupied within aggressive State timetables;

**WHEREAS**, once selected, a qualified developer partner would work in collaboration with the City on a Homekey application for funding;

**WHEREAS**, Homekey provides robust capital but limited operating subsidy that will require the City's five year commitment of local resources estimated at \$12.3M;

**WHEREAS**, the City Council acknowledges the critical role of the Continuum of Care and Contra Costa County's Health, Housing, and Homeless (H3) Services Program in pursuing viable approaches to unhoused resident needs; and

**WHEREAS**, the consensus of the City Council is for the City of Antioch to initiate housing opportunities within city limits in coordination with H3.

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

1. Pursuit of State of California's Homekey Program Funding;
2. City commitment of an initial five-year pledge of local resources that amount to a subsidy of \$12.3M dollars in local funds; and
3. Staff initiation of a formal solicitation of a developer partner for the subject property located at 515 East Eighteenth Street in Antioch, California;

\* \* \* \* \*

**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 10<sup>th</sup> day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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



**FOCUS**  
*strategies*

CITY OF ANTIOCH

# EXECUTIVE INN HOMEKEY FINANCING

**PRESENTER: JEREE GLASSER-HEDRICK, HOUSING DIRECTOR | April 26, 2022**

# HOMEKEY PROGRAM



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## **Homekey is a new state financing program developed in response to the pandemic**

- It is designed to provide capital to projects throughout California to rapidly expand housing options for households experiencing homelessness or at risk of homelessness
- The Homekey program provides capital and a limited-duration operating subsidy match to a local contribution
- The program has very quick construction and occupancy requirements which make motel conversion sites very competitive for funding



# HOMEKEY FUNDING AVAILIABLE



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## Funding Rounds

- To date, there have been two rounds of funding
  - First round was released in summer of 2021 and included \$600 Million of funding
  - The second round of funding was released in fall of 2021 and included \$1.45 Billion of funding (\$250,000 was funded from general funds)
    - It is closing May 2, 2022
    - They are oversubscribed and plan to fund some projects beyond the \$1.45 Billion
- The third round of funding has been announced for October 2022
  - In the 2021-2022 budget, \$2.2 billion in funding was approved for Homekey
  - There is approximately \$1 billion remaining for projects that were submitted but not funded in the second round and for round three

# EXECUTIVE INN AS HOMEKEY SITE

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## **The Executive Inn is Competitive**

- City conducted an objective evaluation of other potential sites
- The Executive Inn is a competitive site to receive Homekey funding if an application is submitted upon NOFA release (October 2022)
- It can be renovated and occupied within the Homekey timeframe
- The owners of the motel are willing to negotiate a sale in addition to a lease for the non-congregate bridge housing model
- The Bay Area has been allocated Homekey resources in the last two rounds

# EXECUTIVE INN AND PARTNERSHIP



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## **Role of a Developer/Partner is Important**

- Given limited capacity of the City owning and operating long-term affordable housing, inclusion of an experienced developer/partner makes sense
  - Experienced partners aid in meeting threshold requirements and result in developments that have long-term operational and asset management expertise
  - Partners relieve the City of liability regarding property ownership and the obligation of addressing ongoing operational and financial responsibilities
  - City will retain oversight of the developer's obligations and commitments through a regulatory agreement leaving the City with control over the site

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## **A Homekey Award and Local Funding Commitment**

- Homekey provides robust capital and limited operating subsidy, but Homekey does not cover 100% of capital and operating costs of a development
- To leverage the maximum amount of Homekey funding, a local funding commitment is required
- The City will need to provide the difference between the capital and operating costs of the project and what the Homekey Program and the development partner can leverage
- Ownership of the site will greatly reduce cost of development in comparison to the Non-Congregate Bridge Housing model

# LOCAL FINANCING COMMITMENT



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## **Funding from the City will be necessary to make Homekey a success**

- A capital and operating commitment will be necessary
- Both will help leverage Homekey proceeds and create project feasibility
- Assuming an interim site, the capital and 5-year operational costs of the Homekey development are estimated to require \$12.3 million in local resources
  - City commitment could be offset if the selected developer brings resources to the development

# EXECUTIVE INN PARTNER SELECTION



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## **Selection of an Experienced Partner is Critical to Funding and Operating Success**

- City should control the Executive Inn site via lease with option to purchase
- City would release a Request for Proposals (RFP) for the Executive Inn, requesting a site-specific proposal for a developer, owner, and operator
- City should provide reference to a local financial commitment in RFP not to exceed the difference between the cost to acquire, renovate, and operate for 5 years and the estimated Homekey commitment
  - City and developer can work to reduce this commitment by supplanting it with other funding

# NEXT STEPS



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## **Dual Track the Executive Inn as a Non-Congregate Bridge Housing Site and a Fall 2022 Homekey Application**

- Finalize lease negotiations with owner resulting in lease with option to purchase (Non-Congregate Bridge Housing & Homekey)
- Finalize negotiations with BACS (Non-Congregate Bridge Housing)
- Solicit Developer/Partner - (Homekey)
- Obtain Use Permit from Planning Commission (Non-Congregate Bridge Housing)
- Award of lease to Executive Inn, support service contract to BACS, and Developer/Partner Selection (Non-Congregate Bridge Housing & Homekey)
- Necessary improvements completed to occupy (Non-Congregate Bridge Housing)
- Submit a third round Homekey application - October 2022 (Homekey)
- Receive Homekey Award - December 2022 (Homekey)
- Homekey Improvements to be completed August 2023 (Homekey)



**F O C U S**  
*strategies*

**THANK YOU!**

**Jeree Glasser-Hedrick**  
**jeree@focusstrategies.net**



**(916) 436-1836**



**FocusStrategies.net**



**340 S Lemon Ave, STE 1815, Walnut, CA 91789**



# ATTACHMENT C

## GENERAL FUND PROJECTIONS

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Beginning Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$20,885,680
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959	61,648,548
Taxes - Measure C	18,000	0	0	0	0	-
1% Sales Tax	20,083,816	20,850,666	22,266,000	23,049,000	23,775,000	24,488,250
Services Charges/Permits	8,316,553	9,587,022	7,838,119	8,106,403	8,377,961	8,629,300
All Other Revenues	4,041,151	1,919,875	1,420,350	1,420,350	1,420,350	1,462,961
Transfers In	3,679,971	3,722,796	3,808,266	3,966,609	4,125,698	4,249,469
Total Revenues	88,427,912	90,525,693	91,564,318	94,579,974	97,551,968	100,478,528
% Change		2%	1%	3%	3%	3%
Personnel	56,850,463	64,274,909	69,407,156	72,840,419	75,640,100	78,665,704
Services/Supplies/Transfers	35,284,707	30,035,803	28,812,685	30,022,419	31,170,748	32,417,578
Total Expenditures	92,135,170	94,310,712	98,219,841	102,862,838	106,810,848	111,083,282
% Change		2%	4%	5%	4%	4%
<b>Transfer In Budget Stabilization</b>	<b>3,707,258</b>	<b>3,785,019</b>	<b>6,655,523</b>	<b>8,282,864</b>	<b>1,385,762</b>	<b>-</b>
<b>Surplus/(Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(7,873,118)</b>	<b>(10,604,754)</b>
<b>Ending Fund Balance</b>	<b>\$28,758,798</b>	<b>\$28,758,798</b>	<b>\$28,758,798</b>	<b>\$28,758,798</b>	<b>\$20,885,680</b>	<b>\$10,280,926</b>
<b>Committed</b>	<b>1,839,453</b>	<b>2,059,453</b>	<b>2,281,753</b>	<b>2,506,399</b>	<b>2,733,438</b>	<b>2,733,438</b>
<b>Unassigned</b>	<b>\$26,919,345</b>	<b>\$26,699,345</b>	<b>\$26,477,045</b>	<b>\$26,252,399</b>	<b>\$18,152,242</b>	<b>\$7,547,488</b>
<b>Unassigned %</b>	<b>30.44%</b>	<b>29.49%</b>	<b>28.92%</b>	<b>27.76%</b>	<b>18.61%</b>	<b>7.51%</b>

## GENERAL FUND PROJECTIONS WITH \$12.3M HOMEKEY

	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
Beginning Fund Balance	\$28,758,798	\$28,758,798	\$28,758,798	\$28,758,798	\$22,764,560	\$11,045,680
Taxes	52,288,421	54,445,334	56,231,583	58,037,612	59,852,959	61,648,548
Taxes - Measure C	18,000	0	0	0	0	-
1% Sales Tax	20,083,816	20,850,666	22,266,000	23,049,000	23,775,000	24,488,250
Services Charges/Permits	8,316,553	9,587,022	7,838,119	8,106,403	8,377,961	8,629,300
All Other Revenues	4,041,151	1,919,875	1,420,350	1,420,350	1,420,350	1,462,961
Transfers In	3,679,971	3,722,796	3,808,266	3,966,609	4,125,698	4,249,469
Total Revenues	88,427,912	90,525,693	91,564,318	94,579,974	97,551,968	100,478,528
% Change		2%	1%	3%	3%	3%
<b>HOMEKEY</b>	<b>-</b>	<b>2,460,000</b>	<b>2,460,000</b>	<b>2,460,000</b>	<b>2,460,000</b>	<b>2,460,000</b>
Personnel	56,850,463	64,274,909	69,407,156	72,840,419	75,640,100	78,665,704
Services/Supplies/Transfers	35,284,707	30,035,803	28,812,685	30,022,419	31,170,748	32,417,578
Total Expenditures	92,135,170	96,770,712	100,679,841	105,322,838	109,270,848	113,543,282
% Change		5%	4%	5%	4%	4%
<b>Transfer In Budget Stabilization</b>	<b>3,707,258</b>	<b>6,245,019</b>	<b>9,115,523</b>	<b>4,748,626</b>	<b>-</b>	<b>-</b>
<b>Surplus/(Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(5,994,238)</b>	<b>(11,718,880)</b>	<b>(13,064,754)</b>
<b>Ending Fund Balance</b>	<b>\$28,758,798</b>	<b>\$28,758,798</b>	<b>\$28,758,798</b>	<b>\$22,764,560</b>	<b>\$11,045,680</b>	<b>(\$2,019,074)</b>
<b>Committed</b>	<b>1,839,453</b>	<b>2,059,453</b>	<b>2,281,753</b>	<b>2,506,399</b>	<b>2,733,438</b>	<b>0</b>
<b>Unassigned</b>	<b>\$26,919,345</b>	<b>\$26,699,345</b>	<b>\$26,477,045</b>	<b>\$20,258,161</b>	<b>\$8,312,242</b>	<b>(\$2,019,074)</b>
<b>Unassigned %</b>	<b>30.44%</b>	<b>29.49%</b>	<b>28.92%</b>	<b>21.42%</b>	<b>8.52%</b>	<b>-2.01%</b>




## **STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Rosanna Bayon Moore, Assistant City Manager

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

**SUBJECT:** Unhoused Resident Services – Pursuit of Additional Housing Solutions, including the Homekey Program and Other Funding Opportunities

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### **RECOMMENDED ACTION**

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

### **FISCAL IMPACT**

Undetermined at this time

### **DISCUSSION**

Within the context of State of California's Homekey Program discussions, City Council interest has been expressed in pursuing additional housing solutions to address Antioch unhoused resident needs. The potential scope of interest includes but is not limited to soliciting affordable housing developer's interest in City owned properties obtained through a Request for Proposals process.

At this time, City staff requests that the City Council discuss the potential pursuit of additional sites.

### **ATTACHMENTS**

None

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *7LS*

**SUBJECT:** Formation of a Human Rights and Racial Equity Ad Hoc Committee

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**RECOMMENDED ACTION**

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

- 1) Determine if the City Council wishes to form a Human Rights and Racial Equity Ad Hoc Committee for the purposes described in the resolution;
- 2) Confirm the appointment of two (2) members for the Human Rights and Racial Equity Ad Hoc Committee;
- 3) Confirm the duration of the Human Rights and Racial Equity Ad Hoc Committee; and
- 4) Adopt the resolution forming the Human Rights and Racial Equity Ad Hoc Committee ("Attachment A").

**FISCAL IMPACT**

The recommended action has no direct fiscal impact on City finances.

**DISCUSSION**

The Human Rights and Racial Equity Ad Hoc Committee would work with the City Manager and the City Attorney to propose an ordinance forming the Human Rights and Racial Equity Committee (the "Committee"), which would work to promote mutual respect, understanding and tolerance among all persons within the City. The Committee could work to build a community where relationships among diverse people are valued by all, the voices of underrepresented groups are heard, discrimination is not tolerated, and residents can work together to resolve issues concerning discrimination and alienation.

The Committee could proactively engage in research, action planning, education, and community outreach to advance the rights of all persons to have an equal opportunity to live, work, and prosper within the City. For example, the Committee could research the

proportion of minority and woman owned businesses in the City of Antioch and determine whether the results support the need for the City to initiate programs and activities to encourage more minority and woman-owned businesses in the City.

The Human Rights and Racial Equity Committee could also plan, promote, and develop community-oriented education programs and events to foster positive human relations, equal opportunity, and greater understanding and appreciation of the City's cultural, ethnic, and racial diversity. The proposed educational programs and events developed by the Human Rights and Racial Equity Committee would be submitted to the City Council prior to the adoption of the budget for the fiscal year in which the proposed educational programs and events are planned to be held.

Access to remedies and resolutions under existing state and federal laws addressing unlawful discrimination may also be enhanced by providing a local forum to hear and work towards the advancement of human rights and racial equity goals.

## **ATTACHMENT**

### **A. Resolution**

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANTIOCH TO FORM THE  
HUMAN RIGHTS AND RACIAL EQUITY AD HOC COMMITTEE  
FOR A PERIOD OF [REDACTED] MONTHS**

**WHEREAS**, on April 19, 2022 the City Council directed the City Attorney to draft a resolution establishing a Human Rights and Racial Equity Ad Hoc Committee (the “**Ad Hoc Committee**”);

**WHEREAS**, the Ad Hoc Committee shall work with the City Manager and the City Attorney to draft a proposed ordinance for the Human Rights and Racial Equity Committee or Commission (the “**Committee**” or “**Commission**”), which may include but shall not be limited to the Committee or Commission’s purpose, functions, duties, and responsibilities;

**WHEREAS**, the Ad Hoc Committee would work with staff to propose the purpose and duties for the Human Rights and Racial Equity Committee or Commission;

**WHEREAS**, the purpose of the Human Rights and Racial Equity Committee or Commission may include promoting mutual respect, understanding and tolerance among all persons within the City;

**WHEREAS**, the Committee or Commission may work to build a community where relationships among diverse people are valued by all, the voices of underrepresented groups are heard, discrimination is not tolerated, and residents can identify and work together to resolve issues concerning human rights and racial equity;

**WHEREAS**, the City Council plans to have the Ad Hoc Committee report back to the City Council prior to and upon its planned termination in [REDACTED] months to determine if the Ad Hoc Committee should become a standing committee on a specific subject matter on a continual basis, continue as an ad hoc committee for a limited period of time to address a specific need or purpose, or be terminated; and

**WHEREAS**, the City Council seeks to confirm the appointment of committee members to the Human Rights and Racial Equity Ad Hoc Committee.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Antioch that [REDACTED] and [REDACTED] are appointed to the Human Rights and Racial Equity Ad Hoc Committee, which shall work to draft a an ordinance for a Human Rights and Racial Equity Committee or Commission and report back to the City Council prior to and upon the ad hoc committee’s planned termination in [REDACTED] months.

\* \* \* \* \*

**ATTACHMENT 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 10th day of May 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

**STAFF REPORT TO THE CITY COUNCIL**

**DATE:** Regular Meeting of May 10, 2022

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

**SUBMITTED BY:** Thomas Lloyd Smith, City Attorney *7LS*

**SUBJECT:** Discussion Item: Formation of the Public Services and Community Resources Department

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**RECOMMENDED ACTION**

It is recommended that the City Council provide direction whether staff should prepare an ordinance forming the Public Safety and Community Resources Department.

**FISCAL IMPACT**

The proposal for the Public Safety and Community Resources Department involves both existing and new staff positions. New staff positions could include the Public Safety and Community Resources Director, Public Safety Manager, Public Safety Coordinator, Youth Coordinator, Community Resource Specialists, Administrative Analysts, and an Executive Assistant. Existing positions moved into the new department include the Youth Services Network Manager, Unhoused Resident Coordinator, Environmental Resources Administrative Analyst, and CDBG & Housing Consultant. Community Resource Specialists are also expected to have dedicated city vehicles that can be used to perform their work within the City. The Public Safety and Community Resources Department will also require dedication and potential renovation of office space as well as purchase of furniture, supplies, and equipment.

The budget for the Public Safety and Community Resources Department is not under consideration at this meeting. The City Council will have the opportunity to consider the budget for new positions, office space, supplies, and equipment in its upcoming consideration of the fiscal year budget.

## **DISCUSSION**

The Public Safety and Community Resources Department Ad Hoc Committee, consisting of Councilmember Wilson and Councilmember Torres-Walker, met with the City Attorney, City Manager, and several department heads to develop a new ordinance to form the Public Safety and Community Resources Department. The ordinance will include information about the Department's purpose, leadership, divisions, and personnel.

### **I. FORMATION**

- (A) The City Council is considering the formation of a Public Safety and Community Resources Department, which would consist of the following divisions:
- (1) Violence Intervention and Prevention Division
  - (2) Housing and Homelessness Division
  - (3) Youth Services Division
  - (4) Environmental Sustainability and Resilience Division
  - (5) Community Engagement Division
- (B) The Public Safety and Community Resources Department shall be operated under the authority of the Director of Public Safety and Community Resources subject to the direction of the City Manager. The Director of Public Safety and Community Resources shall be responsible for supervision of all of the department's divisions.

### **II. VIOLENCE INTERVENTION AND PREVENTION DIVISION**

The Violence Intervention and Prevention Division works to develop programs that diffuse conflict, interrupt violence, and achieve peace. The division works with community leaders in the various diverse neighborhoods throughout the City to achieve peace by implementing initiatives that provide community-based and trauma-informed responses with a focus on communities that are disproportionately impacted by violence.

### **III. HOUSING AND HOMELESSNESS DIVISION**

The Housing and Homelessness Division provides housing and unhoused services to the City's low income and unhoused residents. It is an administrative entity for the unhoused continuum of care that actively works with county, state, and federal governments, local school districts, housing providers, law enforcement and non-profit community-based organizations to develop policies and strategies to address the needs of persons experiencing homelessness and/or housing insecurity. The Housing and Homeless Division works closely with the City's Community Development Block Grant unit, Environmental Sustainability and Resilience division, and housing consultants in soliciting and identifying additional funding.

### **IV. YOUTH SERVICES DIVISION**

The Youth Services Division creates equitable opportunities that uplift the value of youth voice and engage them as influencing members of the City. The division conducts youth-



centered programs, events, and opportunities. Its activities work to help youth build positive relationships, gain self-confidence, and meet their personal, educational, vocational, and life goals. Programs address a range of incidental, emotional, and educational barriers that youth face and provide opportunities connect positively with families and other caring and supportive adults in their lives. The division collaborates with school districts, charter schools, non-profit organizations, the police department, faith-based communities, and families. The Youth Services Division shall be operated under the supervision of the Youth Services Network Manager, subject to the direction of the Public Safety and Community Resources Director.

## **V. ENVIRONMENTAL SUSTAINABILITY AND RESILIENCE DIVISION**

The Environmental Sustainability and Resilience Division manages the City's sustainability programs, including water conservation, climate change and resilience, energy efficiency, pollution, and waste prevention. The division advances partnerships for waste collection, recycling grants, the City's Climate Action and Resilience Plan (CARP), and coordinates with other departments and partner agencies.

## **VI. COMMUNITY ENGAGEMENT DIVISION**

The Community Engagement Division proactively engages with the community to address individual and collective needs through community events, public engagement forums, and district panel discussions. The division works to link residents to resources that resolve community issues. The division collaborates with other divisions in the Public Safety and Community Resources Department on matters concerning violence intervention and prevention, housing and homelessness, youth services, environmental sustainability, and resilience. The division is dedicated to establishing meaningful and sustainable programs that promote diversity, equity, inclusion, and community pride by in creating a sense of belonging for every person.

## **VII. OFFICERS AND EMPLOYEES**

The Public Safety and Community Resources Department shall consist of the Public Safety and Community Resources Director and such other employees with such titles and duties as may from time to time be fixed by resolution of the Council.

## **VIII. DIRECTOR DUTIES**

The duties of the Public Safety and Community Resources Director shall include planning, directing, managing, and overseeing the activities and operations of the Public Safety and Community Resources Department including the Violence Intervention and Prevention Division, the Housing and Homelessness Division, the Youth Services Division, the Environmental Sustainability and Resilience Division, and the Community Engagement Division and such other duties as may be assigned by the City Manager.

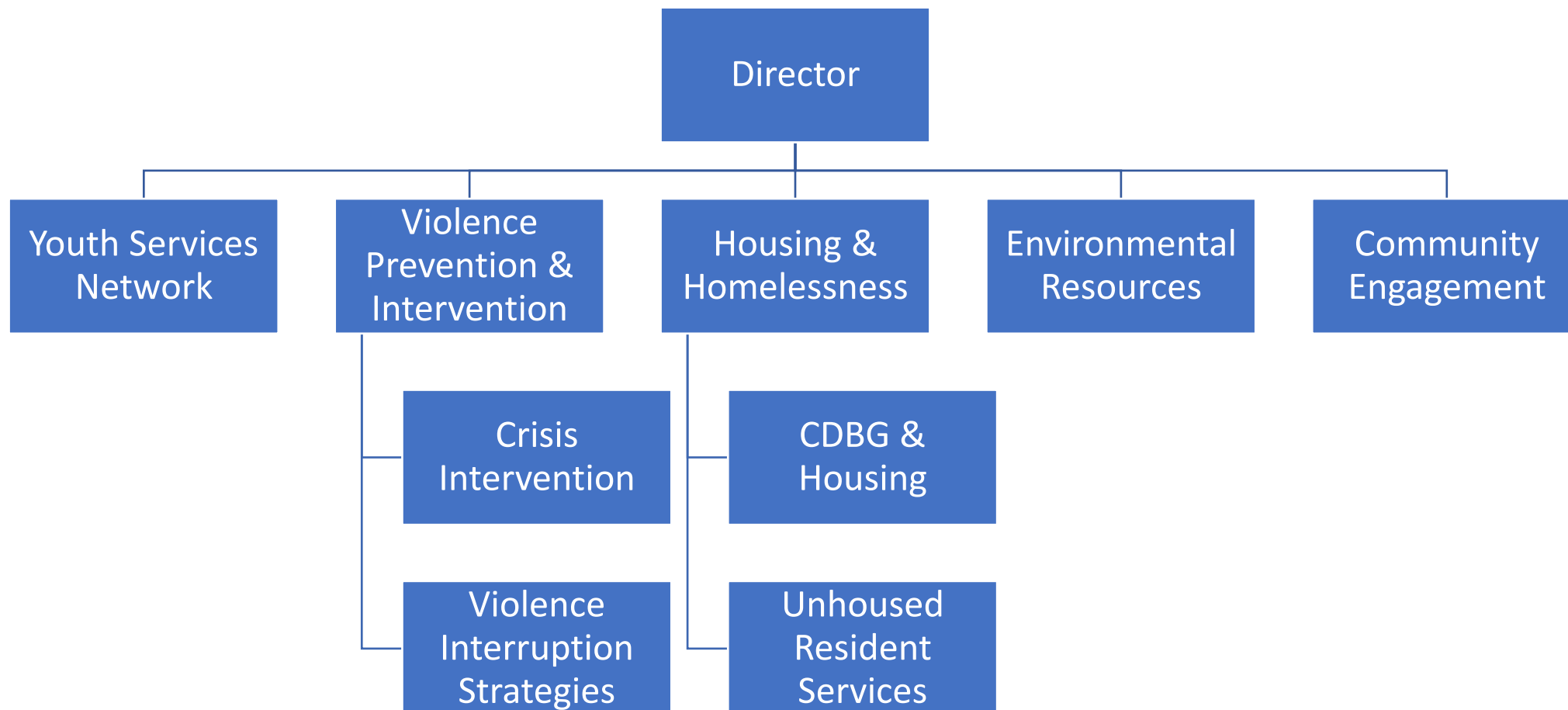
## **IX. DIRECTOR SALARY**

The salary of the Public Safety and Community Resources Director shall be as fixed from time to time by the Council.

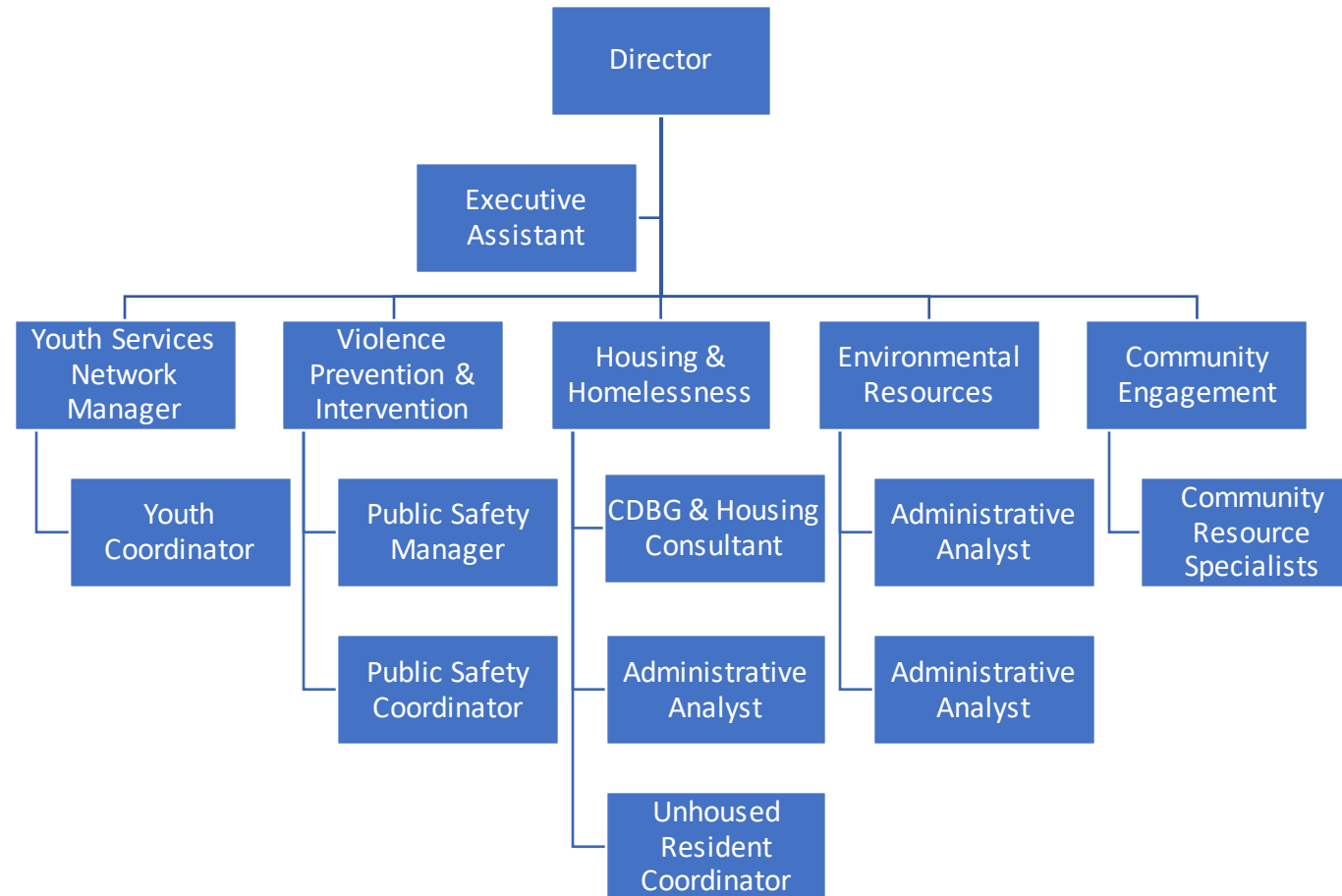
### **ATTACHMENTS**

- A. Draft Organization Chart – Public Safety and Community Resources Department
- B. Draft Staffing Chart – Public Safety and Community Resources Department
- C. Draft Class Specification – Public Safety and Community Resources Director

# Public Safety and Community Resources Department Organizational Chart



# Public Safety and Community Resources Department Staffing Chart



**PUBLIC SAFETY AND COMMUNITY RESOURCES DIRECTOR**

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

**SUMMARY DESCRIPTION**

Under general administrative direction of the City Manager, plans, directs, manages, and oversees the activities and operations of the Public Safety and Community Resources Department including, but not limited to, youth services network; environmental sustainability and resilience; housing and homeless resources; violence intervention and prevention; community engagement; coordinates activities with other departments and outside agencies; and provides highly responsible and complex administrative support to the City Manager.

**REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Assume full management responsibility for all Public Safety and Community Resources Department services and activities including youth services network; environmental sustainability and resilience; housing and homeless resources; violence intervention and prevention; and community engagement.
2. Create, recommend, implement and administer departmental policies and procedures, goals, objectives, and priorities for each assigned service area.
3. Establish, within City policy, appropriate service and staffing levels; monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; allocate resources accordingly.
4. Assess and monitor work-load, administrative and support systems, and internal reporting relationships; identify opportunities for improvement; direct and implement changes.
5. Plan, direct, and coordinate, through assigned staff, the Public Safety and Community Resource Department's goals and objectives; assign projects and programmatic areas of responsibility; review and evaluate work methods and procedures; meet with key staff to identify and resolve problems.
6. Develops, implements, and maintains management systems, procedures and standards for program evaluation; monitors developments related to City community response services; evaluates the impact of various City services on City operations; analyzes data and composes reports that include program evaluation results that are presented to the City Manager and City Council.
7. Select, train, motivate, and evaluate assigned personnel; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline and termination procedures.

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**COMMUNITY RESOURCES & PUBLIC SAFETY DIRECTOR (CONTINUED)**

8. Administers, directs, and recommends the Department's annual operating budget; develops and monitors grant funded programs; analyzes fiscal data to identify ad project resource needs; obtains needed resources; approve the forecast of funds needed for staffing, equipment, materials, and supplies; monitor and approve expenditures and implement budgetary adjustments as appropriate and necessary.
9. Prepare Requests for Proposals; administer agreements for consulting services; conduct research and prepare reports.
10. Initiate or conduct special studies as assigned and prepare reports with recommendations for appropriate action.
11. Prepare and present staff reports and other necessary correspondence.
12. Coordinates with other departments, elected officials, federal, state, county, local, Community-Based Organizations, private and non-governmental safety or healthcare agencies to develop community response initiatives, plans and programs related to behavioral health, environmental sustainability, services for the unhoused community, community engagement, youth services, violence intervention and prevention, etc..
13. Attends and participates in a variety of boards, commissions, committees, and professional group meetings; maintains awareness of new trends and developments in the field related to public safety and community resources; incorporates new developments as appropriate.
14. Develops community knowledge and builds partnerships and coalitions that will identify the Department as a community focal point
15. Respond to and resolve difficult and sensitive citizen inquiries and complaints in a professional manner and take necessary corrective action.
16. Perform related duties as required.

**QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Principles and practices of modern public administration and management including planning, organizing, staffing, directing and evaluating programs, policies, and operational needs.
- Principles and practices of crisis intervention, conflict resolution, counseling and social service programs related to youth development, unhoused community, violence intervention and prevention.
- Advanced principles and practices of program development, implementation and administration.
- Principles and practices of municipal budget preparation and administration.
- Principles of supervision, training, and performance evaluation.
- Pertinent federal, state, and local laws, codes, and regulations.

**Ability to:**

- Implement, manage and direct comprehensive community programs.

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**COMMUNITY RESOURCES & PUBLIC SAFETY DIRECTOR (CONTINUED)**

- Perform difficult work that requires the ability to reason and solve complex problems.
- Develop and administer departmental goals, objectives, and procedures.
- Analyze and assess programs, policies, and operational needs and make appropriate adjustments.
- Identify and respond to sensitive community and organizational issues, concerns, and needs.
- Plan, organize, direct, and coordinate the work of staff.
- Delegate authority and responsibility.
- Select, supervise, train, and evaluate staff.
- Analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Research, analyze, and evaluate new service delivery methods and techniques.
- Properly interpret and make decisions in accordance with appropriate laws, regulations and policies.
- Maintain liaison with various private and public agencies and deal successfully with the public and other interested groups.
- Prepare clear and concise administrative and financial reports.
- Prepare and administer large and complex budgets.
- Interpret and apply applicable federal, state, and local policies, laws, and regulations.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines**

**Education/Training:**

A Bachelor's degree from an accredited college or university in public administration, business administration, social work, public health, health sciences, psychology, sociology, health services administration, public safety or a related field. A Master's degree is highly desirable.

**Experience:**

Six years of increasingly responsible experience in human services, social work, community engagement, environmental science, public safety, including three years of management and administrative responsibility.

**License or Certificate:**

Possession of, an appropriate, valid driver's license.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed primarily in a standard office setting with occasional travel from site to site.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to walk, run, stand, or climb on slippery even or uneven, and paved or unpaved surfaces; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand

**CITY OF ANTIOCH**  
**COMMUNITY RESOURCES & PUBLIC SAFETY DIRECTOR (CONTINUED)**

movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

FLSA: Exempt

Created: February 2022

This class specification identifies the essential functions typically assigned to positions in this class. Other duties not described may be assigned to employees in order to meet changing business needs or staffing levels but will be reasonably related to an employee's position and qualifications. Other duties outside of an individual's skill level may also be assigned on a short term basis in order to provide job enrichment opportunities or to address emergency situations.